

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">Regulation O and Sections 23A and 23B</a>	Allegiant United Holdings, LLC, Irvine, California; Nano Financial Holdings, Inc., Irvine, California; and Nano Banc, Irvine, California	<p>For purposes of Regulation O, Nano Bank failed to:</p> <ul style="list-style-type: none"> <li>• Maintain adequate documentation of covered financial transactions;</li> <li>• Ensure adequate disclosure of the financial condition of the parties involved in any covered financial transaction; and</li> <li>• Analyze whether a covered financial transaction is on market terms.</li> </ul> <p>For purposes of Sections 23A and 23B, Nano Bank failed to take all necessary actions to ensure that the Bank complies with sections 23A and 23B of the Federal Reserve Act (12 U.S.C. §§ 371c and 371c-1) and Regulation W of the Board of Governors (12 C.F.R. Part 223) in all transactions between the Bank and its affiliates, including but not limited to, Nano Financial.</p>	C&D	FRB	01.18.22	Requires qualified directors and management, a written plan to enhance compliance with Regulation O, and a written policy acceptable to the Reserve Bank regarding transactions between the Companies and the Bank, including, but not limited to, the allocation, documentation, and approval of expenses to ensure compliance with sections 23A and 23B and Regulation W.

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<a href="#">Flood</a>	Madison County Community Bank, Madison, FL	<p>Violations include:</p> <ul style="list-style-type: none"> <li>• Failing to obtain adequate flood insurance coverage at or before loan origination, increase, renewal, or extension in 16 instances (9 violations in the 24 traditional loans reviewed and 7 violations in the 49 cross-collateralized loans reviewed).</li> <li>• Failing to provide the required notice of force-placed flood insurance to the borrower in 21 instances (2 violations in the 24 traditional loans reviewed and 19 violations in the 49 cross-collateralized loans reviewed).</li> <li>• Failing to maintain an adequate amount of forced-place flood insurance in 1 instance in the 24 traditional loans reviewed.</li> <li>• Violating section 339.9(a) by failing to provide a Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance timely in 6 instances (3 violations in the 24 traditional loans reviewed and 3 violations in the 49 cross-collateralized loans reviewed).</li> </ul>	CMP	FDIC	1.6.22	\$9,750.00

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<a href="#">FDCPA</a>	Various Individuals and Companies in NY and CO	The CFPB sued United Debt Holding (UDH), JTM Capital Management (JTM), United Holding Group (UHG), and their owners, Craig Manseth, Jacob Adamo, and Darren Turco, for illegal debt-collection practices. The CFPB alleges that the defendants placed consumer debt with, or sold consumer debt to, collection companies that used unlawful and deceptive collection tactics. The defendants knew, or should have known, the collection companies made false threats and false statements to consumers.	Damages and CMP	CFPB	1.10.22	Not yet determined.
<a href="#">Flood</a>	Settlers Bank, De Forest, WI	Violations include: <ul style="list-style-type: none"> <li>• Section 339.3(a), by failing to obtain adequate flood insurance for two (2) loans; and</li> <li>• Section 339.9(c), by failing to provide to borrowers a Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance within a reasonable time before the completion of the transaction on four (4) loans.</li> </ul>	CMP	FDIC	1.10.22	\$3,000.00
<a href="#">Flood</a>	The Grant County Bank, Petersburg, WV	Violations include § 339.5(a), by failing to escrow insurance premiums on refinanced loans with a balloon payment in 6 instances of total 17 loans reviewed, including 7 balloon loans.	CMP	FDIC	1.20.22	\$4,500.00

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<a href="#">Flood</a>	Blue Grass Savings Bank, Blue Grass, IA	<p>The Bank:</p> <ul style="list-style-type: none"> <li>• Made, increased, extended, or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without:               <ul style="list-style-type: none"> <li>○ requiring that the collateral be covered by flood insurance;</li> <li>○ providing timely notice to the borrower and/or the servicer as to whether flood insurance was available for the collateral; and/or</li> </ul> </li> <li>• Failed to comply with proper procedures for force-placing flood insurance in instances where the collateral was not covered by flood insurance at some time during the term of the loan.</li> </ul>	CMP	FDIC	1.26.22	\$16,250.00
<a href="#">Flood</a>	Home Bank and Trust Company, Eureka, KS	The Bank violated 12 C.F.R. Part 339, because the Bank made, increased, extended, renewed, sold, or transferred a loan secured by a building or mobile home located or to be located in a special flood hazard area without properly notifying the Administrator of FEMA or their designee.	CMP	FDIC	2.3.22	\$2,250.00
<a href="#">Flood</a>	First Midwest Bank, Chicago, Illinois	The Bank engaged a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25.	CMP	FRB	2.8.22	\$253,500.00

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<a href="#">Flood</a>	Ultima Bank Minnesota, Winger, MN	<p>The Bank violated 12 C.F.R. Part 339, because the Bank:</p> <ul style="list-style-type: none"> <li>• Made, increased, extended, or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without:               <ul style="list-style-type: none"> <li>○ Requiring that the collateral be covered by flood insurance;</li> <li>○ Providing timely notice to the borrower and/or the servicer as to whether flood insurance was available for the collateral; and/or</li> </ul> </li> <li>• Failed to comply with proper procedures for force-placing flood insurance in instances where the collateral was not covered by flood insurance at some time during the term of the loan.</li> </ul>	CMP	FDIC	2.16.22	\$3,000.00
<a href="#">Flood</a>	Citizens Bank Minnesota, New Ulm, MN	<p>The Bank violated 12 C.F.R. Part 339, because the Bank made, increased, extended, or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without requiring that the collateral be covered by flood insurance.</p>	CMP	FDIC	2.16.22	\$6,000.00

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<a href="#">UDAP</a>	Magnolia Bank, Incorporated, Magnolia, KY	The Bank violated Section 5 of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1), by deceptively advertising interest rates and fees for residential mortgage loans as the lowest on the market, with a promise of a “best rate guarantee,” comparative shopping for such rates, and lower rates due to the bank’s fee structure.	CMP	FDIC	3.10.22	\$425,000
<a href="#">UDAAP</a>	Edfinancial Services, LLC. Knoxville, Tennessee	Respondent engaged in deceptive acts and practices in violation of §§ 1031 and 1036 of the Consumer Financial Protection Act of 2010	CMP	CFPB	3.30.22	\$1,000,000.00

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<a href="#">Flood</a>	Sherwood Community Bank, Creighton, MO.	<p>The Bank has engaged in a pattern or practice of committing violations of the FDPA and the notice requirements under section 1364 of the National Flood Insurance Act of 1968, 42 U.S.C. § 4104a, and Part 339 of the FDIC’s Rules and Regulations, 12 C.F.R. Part 339, because the Bank:</p> <ul style="list-style-type: none"> <li>a) made, increased, extended, or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without requiring that the collateral be covered by flood insurance; and</li> <li>b) made, increased, extended, or renewed a loan secured by a building or mobile home located or to be located in a special flood hazard area without providing timely notice to the borrower and/or the servicer as to whether flood insurance was available for the collateral.</li> </ul>	CMP	FDIC	4.13.22	\$2,250
<a href="#">Compliance Management</a>	American Bank of Oklahoma, Collinsville, OK	<p>The Bank has entered into a Consent Order that requires:</p> <ol style="list-style-type: none"> <li>1. The development and implementation of a compliance management system (CMS);</li> <li>2. Requires the CMS be reviewed and approved annually by the Bank’s Board;</li> </ol>	Cease and Desist Order	FDIC	4.25.22	\$0.00

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<a href="#">Flood</a>	First State Bank, Paint Rock, TX	<p>The Bank has engaged in a pattern or practice of committing:</p> <ul style="list-style-type: none"> <li>• three (3) violations of section 102(b)(1) of the FDPA, 42 U.S.C. § 2 4012a(b)(1), section 339.3(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.3(a), for failure to obtain flood insurance or obtain an adequate amount of insurance coverage, at or before loan origination, for all structures in a flood zone, including multiple structures; and</li> <li>• one (1) violation of Section 102(e) of the FDPA, 42 U.S.C. § 4012a(e), and section 339.7(a) of the FDIC Rules and Regulations, 12 C.F.R. §339.7(a), for failure to force-place flood insurance, after loan origination, when the insurance on buildings securing the loan, are either not covered or covered in an amount less than the amount required pursuant to § 339.3 of the FDIC Rules and Regulations, 12 C.F.R. § 339.3.</li> </ul>	CMP	FDIC	5.2.22	\$2,000



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<a href="#">UDAAP</a>	Bank of America, N.A., Charlotte, NC	<p>The CFPB found that the Bank:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• 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;</li> <li>• Froze accounts and sent funds to creditors even though prohibited by state law.</li> <li>• 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.</li> </ul>	CMP	CFPB	5.4.22	Pay a \$10,000,000 CMP and \$592,000 in refunds. The order also requires the Bank to review and reform its system for processing garnishments, to notify courts or other garnishment issuers when consumer accounts are out-of-state, and to cease using language in its consumer contracts that unlawfully limit consumers’ rights to challenge garnishments.

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<a href="#">Flood</a>	Cache Valley Bank, Logan, UT	The Bank has engaged in a pattern or practice of committing violations of the FDPA and Part 339 of the FDIC’s Rules and Regulations, 12 C.F.R. Part 339, 12 C.F.R. § 339.9(a), by failing to notify the borrower whether or not flood insurance is available under the Act for the collateral securing the loan when making, increasing, extending, or renewing a loan secured by a building or a mobile home located or to be located in a special flood hazard area.	CMP	FDIC	5.18.22	\$8,000
<a href="#">Flood</a>	Freedom Bank, Columbia Falls, MT	The Bank has engaged in a pattern or practice of committing violations of the FDPA and Part 339 of the FDIC’s Rules and Regulations, 12 C.F.R. Part 339, as follows: (1) 12 C.F.R. § 339.3(a), by making, increasing, extending, or renewing designated loans when the building or mobile home or any personal property securing the loan was not covered by flood insurance for the term of the loan in an amount equal to the lesser of the outstanding principal balance of the designated loan or the maximum limit of coverage available for the particular type of loan under the Act; (2) 12 C.F.R. § 339.7(a), by failing to notify the borrower that the borrower should obtain flood insurance, at the borrower’s expense, in an amount at least equal to the amount required under §339.3, for	CMP	FDIC	5.24.22	\$8,250

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		<p>the remaining term of the loan, upon determining that the building or mobile home or any personal property securing the designated loan is not covered by flood insurance or is covered by flood insurance in an amount less than the amount required under §339.3;</p> <p>(3) 12 C.F.R. § 339.7(a), by failing to purchase flood insurance on the borrower’s behalf upon the borrower’s failure to obtain flood insurance within 45 days after notification;</p> <p>(4) 12 C.F.R. § 339.9(a), by failing to notify the borrower whether or not flood insurance is available under the Act for the collateral securing the loan when making, increasing, extending, or renewing a loan secured by a building or a mobile home located or to be located in a special flood hazard area; and</p> <p>12 C.F.R. § 339.9(c), by failing to timely notify the borrower whether or not flood insurance is available under the Act for the collateral securing the loan when making, increasing, extending, or renewing a loan secured by a building or a mobile home located or to be located in a special flood hazard area.</p>				

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<a href="#">Flood</a>	North American Banking Company, Roseville, Minnesota	The Bank engaged in a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25, which implements the requirements of the National flood Insurance Act	CMP	FRB	6.15.22	\$13,950
<a href="#">Flood</a>	Evolve Bank & Trust, West Memphis, AR	The Bank engaged in a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25, which implements the requirements of the National flood Insurance Act	CMP	FRB	6.15.22	\$4,950
<a href="#">Flood</a>	MRV Banks, Sainte Genevieve, MO	The Bank has engaged in a pattern or practice of committing violations of the FDPA and the notice requirements under section 1364 of 2 the National Flood Insurance Act of 1968, 42 U.S.C. § 4104a, and Part 339 of the FDIC's Rules and Regulations, 12 C.F.R. Part 339, because the Bank made, increased, extended or renewed a loan secured by a building or mobile home located or to be located in a special flood hazard area without providing timely notice to the borrower and/or the servicer as to whether flood insurance was available for the collateral.	CMP	FDIC	6.27.22	\$7,000

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<a href="#">Flood</a>	Mount Vernon Bank and Trust Company, Mount Vernon, IA	<p>The Bank has engaged in a pattern or practice of committing violations of the FDPA and the notice requirements under section 1364 of 2 the National Flood Insurance Act of 1968, 42 U.S.C. § 4104a, and Part 339 of the FDIC’s Rules and Regulations, 12 C.F.R. Part 339, because the Bank:</p> <ul style="list-style-type: none"> <li>a) made, increased, extended, or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without requiring that the collateral be covered by flood insurance;</li> <li>b) made, increased, extended or renewed loans secured by a building or mobile home located or to be located in a special flood hazard area without providing timely notice to the borrower as to whether flood insurance was available for the collateral; and</li> <li>c) failed to comply with proper procedures for force-placing flood insurance in instances where the collateral was not covered by flood insurance at some time during the term of the loan.</li> </ul>	CMP	FDIC	7.1.22	\$2,500
<a href="#">Flood</a>	Easthampton Savings Bank, Easthampton, MA	The Bank engaged in a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25, which implements the requirements of the National flood insurance Act	CMP	FRB	7/7/22	\$17,000

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<a href="#">Flood</a>	Security State Bank, Farwell, TX	<p>The Bank has engaged in a pattern or practice of committing:</p> <p>(a) six (6) violations of section 102(b)(1) of the FDPA, 42 U.S.C. § 2 4012a(b)(1), section 339.3(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.3(a), for failure to obtain flood insurance or obtain an adequate amount of insurance coverage, at or before loan origination, for all structures in a flood zone, including multiple structures; and</p> <p>(b) (b) four (4) violations of section 1364(a)(1) of the National Flood Insurance Act of 1968, as amended, 42 U.S.C. § 4014a(a)(1), and section 339.9(c) of the FDIC Rules and Regulations, 12 C.F.R. § 339.9(c), for failure to timely provide a Notice of Special Flood Hazards and Availability of Federal Disaster Relief Assistance to the borrower.</p>	CMP	FDIC	7.13.22	\$6,000

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<a href="#">Flood</a>	PNC Bank, Wilmington, DE	As part of its Flood Act compliance program, the Bank utilizes a third-party to service its Designated Loans within its residential lending unit to notify the borrowers and force place flood insurance when the flood insurance fails to appropriately cover the Collateral The Bank’s policies and procedures allowed its third-party servicer to extend the 45-day period after notification to the borrower resulting in the untimely force placement of flood insurance on Designated Loans.	CMP	OCC	7.18.22	\$2,614,456
<a href="#">FCRA and UDAAP</a>	Hyundai Capital America, Irvine, CA	<p>Hyundai repeatedly provided inaccurate information to nationwide credit reporting companies and failed to take proper measures to address inaccurate information once it was identified between 2016 and 2020. Hyundai used manual and outdated systems, processes, and procedures to furnish credit reporting information—which led to widespread inaccuracies—and resulted in negative inaccurate information being placed on consumers’ credit reports through no fault of their own. In total, the CFPB found that Hyundai furnished inaccurate information in more than 8.7 million instances on more than 2.2 million consumer accounts.</p> <ul style="list-style-type: none"> <li>Hyundai repeatedly did not take steps to promptly update and correct information it furnished to credit reporting companies that it determined was not complete or</li> </ul>	CMP	CFPB	7.26.22	Hyundai is required to take steps to prevent future violations and to pay \$13.2 million in redress to affected consumers who were inaccurately reported as delinquent and a \$6 million civil money penalty.

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		<p>accurate, and continued to furnish this inaccurate and incomplete information.</p> <ul style="list-style-type: none"> <li>• FCRA requires data furnishers to provide credit reporting companies the date of delinquency for when a delinquent account is being charged off or placed for collections. Hyundai failed to report a date of delinquency for many consumers who were more than 90 days delinquent.</li> <li>• Hyundai’s furnishing system often overrode manual corrections made by employees in responding to consumer disputes. The furnishing system would provide monthly updates to credit reporting companies that reintroduced the data error after it had been disputed and corrected.</li> <li>• FCRA requires furnishers to respond to any notifications from credit reporting companies about furnished information that is the result of identity theft. Hyundai failed to establish reasonable identity theft and related blocking procedures to respond to identity theft notifications, and continued to report such information that should have been blocked on a consumer’s report.</li> </ul>				



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		<p>Regulation V requires furnishers to maintain written policies and procedures regarding the accuracy and integrity of the information furnished. Hyundai failed to review and update its credit reporting furnishing policies and procedures from 2010 to 2017. It was not until 2021 that the company finally updated some of its credit reporting policies and procedures.</p>				
<a href="#">Fair Housing Act, Equal Credit Opportunity Act, and UDAAP</a>	<p>Trident Mortgage Company, LP, Delaware</p>	<p>Trident redlined majority-minority neighborhoods through its marketing, sales, and hiring actions. Specifically, Trident’s actions discouraged prospective applicants from applying for mortgage and refinance loans in the greater Philadelphia area’s majority-minority neighborhoods. This case was developed under the DOJ’s Combatting Redlining Initiative. The ultimate holding company of Trident is Berkshire Hathaway, Inc.</p> <ul style="list-style-type: none"> <li>Trident’s loan officers, assistants, and other employees received and distributed e-mails containing racial slurs and racist content. In addition to using racist tropes and terms, communications sent on work e-mails included pejorative content specifically related to real estate properties’ locations and appraisals. The racist content also targeted the people living in majority-minority neighborhoods.</li> </ul>	<p>CMP</p>	<p>CFPB and DOJ</p>	<p>7.27.22</p>	<ul style="list-style-type: none"> <li>Pay \$18.4 million into a loan subsidy program.</li> <li>Pay a \$4 million fine to the CFPB, which will be used for victim relief</li> <li>Pay an additional \$2 million to fund advertising to generate applications in redlined areas as well as to take other steps to serve the credit needs of majority-minority neighborhoods in the Philadelphia MSA.</li> <li>In addition to the CFPB and DOJ’s enforcement action, the states of Pennsylvania, New Jersey, and Delaware have entered into concurrent agreements</li> </ul>

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		<ul style="list-style-type: none"> <li>Trident’s loan officers worked out of 53 different offices in the Philadelphia MSA, the locations of which were displayed on Trident’s website. Fifty-one of those offices were in majority-white neighborhoods. The other two offices were in neighborhoods with minority groups representing roughly 50% of the population. All 23 offices within the Philadelphia and Camden metropolitan areas that were within Trident’s lending area were in majority-white neighborhoods.</li> <li>Between 2015 and May 2018, Trident conducted 15 direct mail marketing campaigns. All the individuals pictured in the campaigns’ marketing materials—both models and Trident employees—appeared to be white. These direct mail marketing campaigns would have discouraged applicants from majority-minority neighborhoods. Additionally, Trident targeted its marketing materials to majority-white neighborhoods. Trident’s open house flyers, for instance, were overwhelmingly concentrated in majority-white neighborhoods, and its online advertisements appeared for home listings overwhelmingly located in majority-white neighborhoods.</li> </ul>				<p>with Trident and its real estate services affiliate, Fox &amp; Roach LP.</p>

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<a href="#">UDAAP, Truth In Lending</a>	U.S. Bank National Association, Minneapolis, MN	<p>U.S. Bank illegally accessed its customers’ credit reports and opened checking and savings accounts, credit cards, and lines of credit without customers’ permission. U.S. Bank pressured and incentivized its employees to sell multiple products and services to its customers, including imposing sales goals as part of their employees’ job requirements. The Bank:</p> <ul style="list-style-type: none"> <li>• Exploited personal data without authorization. The Fair Credit Reporting Act, among other things, defines the permissible uses of credit reports, and users of credit reports may only request them if they have a permissible purpose. The Bank used customers’ credit reports without a permissible purpose, and without its customers’ permission, to facilitate opening unauthorized credit cards and lines of credit.</li> <li>• Opened accounts without consumer permission. The Bank opened deposit accounts, credit cards, and lines of credit without permission. This included opening Reserve and Premier lines of credit, which carry high interest rates and expensive fees. This behavior violated the Consumer Financial Protection Act and the Truth in Lending Act.</li> </ul>	CMP	CFPB	7.28.22	\$37,500,000, plus the Bank must develop a plan to remediate harmed consumers by returning all unlawfully charged fees and costs, plus interest.

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		<ul style="list-style-type: none"> <li>Failed to provide legally required consumer disclosures. The Truth in Savings Act requires banks to provide certain disclosures when opening new deposit accounts. U.S. Bank violated the law when its employees opened consumer deposit accounts without permission and, in the process of doing so, failed to provide the required disclosures.</li> </ul>				
<a href="#">Regulation O</a>	EagleBank, Bethesda, MD	<p>The Bank was fined for violation of the Board's insider lending regulation. The bank improperly extended credit to entities owned or controlled by its then-CEO and Chairman, Ronald D. Paul.</p> <p>The Board found that EagleBank had deficient internal controls over insider lending practices between 2015 and 2018, which allowed the bank to extend credit totaling nearly \$100 million to entities that Paul owned or controlled, including certain family trusts, without making appropriate disclosures to, or obtaining required approvals from, a majority of the bank's board of directors. These internal control deficiencies also extended to the bank's supervision of lending staff, who permitted Paul to participate in matters in which he had a conflict of interest. The Board also cited EagleBank for third-party risk management deficiencies over the same period that resulted in inadequate oversight</p>	CMP	FRB	8/16/22	\$9.500,000

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		<p>of contracts between the bank and a local government official.</p> <p>In addition, the Board announced that it has permanently barred Paul from employment in the banking industry and assessed a \$90,000 fine against him for his central role in the bank's violations of law and unsafe and unsound practices.</p> <p>In conjunction with these actions by the Board, the U.S. Securities and Exchange Commission today announced its own settlement of actions against Paul and EagleBank's holding company, Eagle Bancorp, Inc. In total, the bank and holding company will pay approximately \$22.9 million and Paul will pay approximately \$521,000 to settle the agency actions.</p>				
<a href="#">Flood</a>	Customers Bank, Malvern, PA	The Bank engaged in a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25, which implements the requirements of the National flood Insurance Act.	CMP	FRB	9/22/22	\$41,500
<a href="#">Regulation Z</a>	Sterling Bank and Trust, Southfield MI	<p>Between approximately mid-2011 and December 2019 the Bank:</p> <p>(1) Offered the Advantage Loan Program ("ALP"), a low-document mortgage loan program, which was the Bank's primary loan product during this period. The Bank originated numerous ALP loans that contained falsified applicant income and employment information and debt-to-</p>	CMP	OCC	9.27.22	\$6,000,000

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		<p>income ratios and relied on falsified supporting documents, such as verification of employment documents, letters of explanation, and gift letters. In addition, loan documents failed to disclose the use of third-party mortgage brokers. Despite deficiencies within the ALP, the Bank did not take appropriate corrective action and continued to grow the ALP.</p> <p>(2) Falsified applicants' employment and income information as well as other supporting loan documents, in violation of California Penal Code § 532f and New York Penal Law Article 187.</p> <p>(3) Failed to make a reasonable and good faith determination of applicants' ability to repay and to ensure that documents used to verify applicants' employment, income, and assets were obtained from third parties, were reasonably reliable, and that there were proper quality control mechanisms to ensure the accuracy and reliability of the Bank's loan documents, in violation of 12 C.F.R. § 1026.43(c).</p> <p>(4) Failed to properly disclose the involvement of, or fees paid to, third-party mortgage brokers on loan estimates and closing disclosures, in violation of 12 C.F.R. §§ 1026.19, 1026.37, and 1026.38.</p>				

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		<p>(5) Failed to implement an adequate system of BSA/AML internal controls and failed to file Suspicious Activity Reports in a timely manner, in violation of 12 C.F.R. §§ 21.21(d)(1) and 163.180(d).</p> <p>(6) Made false representations about the ALP loans to and concealed material information regarding the ALP loans from the Federal Home Loan Bank of Indianapolis, in violation of 18 U.S.C. § 1001.</p>				
<a href="#">Military Lending Act</a>	MoneyLion Technologies Inc	<p>The Bureau alleges that MoneyLion and its lending subsidiaries:</p> <ul style="list-style-type: none"> <li>• Violated the MLA by:               <ul style="list-style-type: none"> <li>○ Imposing membership fees on covered borrowers that, when combined with loan-interest-rate charges, exceeded the MLA’s annual percentage rate cap;</li> <li>○ Inserting illegal arbitration provisions into contracts; and</li> <li>○ Failing to make required disclosures to covered borrowers.</li> </ul> </li> <li>• Engaged in deceptive acts or practices in violation of the Consumer Financial Protection Act of 2010 by misrepresenting that covered borrowers owed loan payments and associated fees that they did not in fact owe because loan contracts were void from their inception.</li> </ul>	CMP	CFPB	9/29/22	Not specified.

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		<ul style="list-style-type: none"> <li>• Engaged in unfair, deceptive, and abusive acts and practices by:               <ul style="list-style-type: none"> <li>○ Not permitting consumers with unpaid loan balances to exit the membership program and stop monthly membership-fee charges;</li> <li>○ Misrepresenting consumers' right to cancel their memberships for any reason and not clearly disclosing these restrictions on membership cancellation when consumers took out loans; and</li> </ul> </li> </ul> <p>Continuing to charge and collect monthly membership fees after consumers had asked to cancel their memberships or terminate ACH-fee withdrawals.</p>				



ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">Flood</a>	Cadence Bank Tupelo, MS	<p>The Bank has engaged in a pattern or practice of committing:</p> <p>(1) one hundred and twenty-eight (128) violations of Section 102(b)(1) 2 of the FDPA, 42 U.S.C. §4012a(b)(1), and section 339.3(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.3(a), for failure to obtain the required flood insurance or obtain an adequate amount of insurance coverage, at or before loan origination, for all structures in a flood zone, including multiple structures, and contents coverage, when required;</p> <p>(2) two hundred and eighty-six (286 ) violations of Section 102(b)(6) of the FDPA, 42 U.S.C. § 4012a(b)(6), and section 339.9(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.9(a), for failure to mail or deliver a written notice to the borrower and to the servicer, whether or not flood insurance is available under the Act, for the collateral securing the loan; and</p> <p>(3) ninety-nine (99) violations of Section 1364(a)(1) of the NFIA, 42 U.S.C. § 4104a(a)(1), and section 339.9(c) of the FDIC Rules and Regulations, 12 C.F.R. § 339.9(c) for failure to provide the notice within a reasonable time before the completion of the loan transaction, and to the servicer as promptly as practicable after notice is provided to the borrower.</p>	CMP	FDIC	10.13.22	\$320,500

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">Cares Act, FCRA</a>	Carrington Mortgage Company, CA	<p>The CFPB found that Carrington failed to implement a number of the Cares Act protections through misrepresentations to consumers, including by:</p> <ul style="list-style-type: none"> <li>• Representing that borrowers could not have 180 days of forbearance on request or that certain borrowers could not have forbearance at all;</li> <li>• Representing that consumers had to make more detailed attestations than were actually required by law;</li> <li>• Representing that late fees for amounts in forbearance would be charged when they were not permitted; and</li> <li>• Providing incorrect or confusing information about forbearance and repayment options.</li> </ul> <p>The Bureau also found that Carrington did not accurately report the status of borrowers on forbearance to consumer reporting agencies (CRAs), and failed to maintain and update its written policies and procedures relating to furnishing to CRAs in connection with the CARES Act. As a result, the Bureau determined that Carrington violated:</p> <ul style="list-style-type: none"> <li>• The Consumer Financial Protection Act of 2010's (CFPA) prohibition on deceptive conduct, as well as certain provisions of the Fair Credit Reporting Act (FCRA) and its implementing regulation, Regulation V.</li> </ul>	CMP	CFPB	11/17/22	\$5.25 million

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">Regulation O – Lending to Insider</a>	J. Autry Gobbell, an institution-affiliated party of Peoples Bank Clifton, Tennessee	While serving as the President and CEO of Peoples Bank, Clifton, Tennessee, Respondent facilitated his receipt of the tangible economic benefit of \$88,355.32 in loan proceeds without complying with 12 C.F.R. § 215.5(d).	CMP	FDIC	10.24.22	\$15,000
<a href="#">Flood</a>	Unity Bank Augusta, WI	<p>the Bank has engaged in violations of the:</p> <ul style="list-style-type: none"> <li>• section 339.3(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.3(a), by failing to obtain flood insurance on a building securing a designated loan at the time of the origination of nine (9) loans;</li> <li>• section 339.3(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.3(a), by failing to obtain adequate flood insurance at the time of the origination of sixteen (16) loans;</li> <li>• section 339.5 of the FDIC Rules and Regulations, 12 C.F.R. § 339.5, by failing to require the escrow of all premiums and fees for required flood insurance when it required the escrow of taxes, insurance premiums, fees, or any other charges for a loan secured by residential improved real estate for two (2) loans;</li> <li>• section 339.7 of the FDIC Rules and Regulations, 12 C.F.R. § 339.7, by failing to notify the borrower that the borrower should obtain flood insurance where a determination had been made that flood insurance had lapsed or a loan was not</li> </ul>	CMP	FDIC	11.14.22	\$39,000

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
		<p>covered with the required amount of insurance in two (2) instances;</p> <ul style="list-style-type: none"> <li>• section 339.9(a) of the FDIC Rules and Regulations, 12 C.F.R. § 339.9(a), by failing to provide to borrowers a Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance when making, increasing, extending or renewing a loan on fifteen (15) occasions; and 3</li> <li>• section 339.9(c) of the FDIC Rules and Regulations, 12 C.F.R. § 339.9(c), by failing to provide to borrowers a Notice of Special Flood Hazard and Availability of Federal Disaster Relief Assistance within a reasonable time before the completion of the transaction on seven (7) loans</li> </ul>				

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">RESPA, UDAP, and FCRA</a>	Willamette Valley Bank, Salem, OR	<p>The Bank violated the following:</p> <ul style="list-style-type: none"> <li>• Section 8(a) of the Real Estate Settlement Procedures Act (“RESPA”), 12 U.S.C. § 2607(a), and 12 C.F.R. § 1024.14(b), by entering into mortgage lead generation arrangements with the operator of a real estate website and the operator of an online loan marketplace that were used to facilitate and disguise referral payments for mortgage business;</li> <li>• Section 5 of the Federal Trade Commission Act (“Section 5”), 15 U.S.C. § 45(a)(1), by making deceptive and misleading representations in three of the Bank’s prescreened offers of credit; and</li> <li>• Section 604(f) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. §1681b(f), by obtaining the consumer reports of former loan clients with recent credit inquiries without a legally permissible purpose.</li> </ul>	CMP	FDIC	11.14.22	\$425,000
<a href="#">Flood</a>	Deutsche Bank Trust Company Americas, New York, NY	<p>The bank engaged in a pattern or practice of violations of Regulation H, 12 C.F.R. § 208.25, which implements the requirements of the National Flood Insurance Act.</p>	CMP	FRB	11.23.22	\$105,500

ISSUE	INSTITUTION	VIOLATIONS/FINDINGS	ACTION	AGENCY	DATE	PENALTY/ CORRECTIVE ACTION
<a href="#">Flood</a>	Tarboro Savings Bank, SSB, Tarboro, NC	The bank had violations of the Flood Disaster Protection Act of 1973, as amended (“FDPA”), 42 U.S.C. § 4012a(f)(1), and has been further advised of its right to a hearing with respect to the foregoing under section 102(f)(4) of the FDPA, 42 U.S.C. § 4012a(f)(4), and the FDIC Rules of Practice and Procedure, 12 C.F.R. Part 308.	CMP	FDIC	11.28.22	\$1,500
<a href="#">UDAAP</a>	Well Fargo Bank, N.A., Sioux Falls, SD	<p>The CFPB identified violations of:</p> <ul style="list-style-type: none"> <li>• The Consumer Financial Protection Act of 2010 by: <ul style="list-style-type: none"> <li>○ 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.</li> <li>○ Improperly denying mortgage loan modifications, miscalculating fees and other charges, and assessing unwarranted charges and fees.</li> </ul> </li> </ul> <p>Deposit products also violated several laws.</p>	Damages and CMP	CFPB	12.20.22	\$2 billion in consumer redress, and to pay a \$1.7 billion penalty.

LAW/REGULATION	FDIC	FRB	OCC	CFPB	HUD	DOJ	NCUA	TOTAL
FAIR LENDING				1**				1
FLOOD	18	5	1					24
MILITARY LENDING				1				1
TILA/RESPA	1**		1	1**				2
UDAP/UDAAP	2**			6**				5
OTHER	1(Comp. Man.) 1 FCRA 1 Reg. O	2(Reg. O)		1(FDCPA) 2 (FCRA**) 1 CARES**				7
<b>TOTAL</b>	<b>22</b>	<b>7</b>	<b>2</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>

\*Lending compliance enforcement actions against financial institutions and other companies (non-individuals) that might have an impact on financial institutions. Chart is intended to be an educational tool. Not guaranteed to be comprehensive. Current through December 2022.

\*\*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.