
IN RE: Transportation Alliance Bank, Inc.)
) ASSURANCE OF DISCONTINUANCE
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ASSURANCE OF DISCONTINUANCE

1. This Assurance is given by Transportation Alliance Bank, Inc. d/b/a TAB Bank of Ogden, Utah (“the Bank”) and accepted by the State of Iowa (“State”), pursuant to § 537.6109 of the Iowa Consumer Credit Code (“ICCC”), and the Iowa Division of Banking (“IDOB”). This Assurance shall be binding on the Bank, and the officers, employees, agents, and assigns of the Bank, including the Bank’s service provider Duvera Billing Services, LLC d/b/a EasyPay Finance (“EasyPay”), but only with respect to EasyPay’s services to the Bank. The Bank agrees to enter into this Assurance in order to resolve this matter and all matters detailed below, provided, however, that in doing so, the Bank and the Bank’s agents neither affirm the validity of any of the allegations against it set forth herein, nor admit to any violation of the ICCC, other provisions of Iowa law, or the federal Depository Institutions and Deregulation Monetary Control Act of 1980 (“DIDMCA”).
2. The State alleges that the Bank has failed to comply with certain provisions of the ICCC. Between March 1, 2020 and April 8, 2022, the Bank made 1611 consumer installment loans to Iowa residents with assistance from its service provider EasyPay (“Iowa Loans”). The State alleges that the Bank imposed finance charges on the Iowa Loans that exceeded the permitted maximum finance charge of 21% APR, in violation of Iowa Code § 537.2401 and in connection with Section 521 of DIDMCA.
3. The Bank states that it voluntarily ceased making Iowa Loans as of April 8, 2022.

4. The Bank states it does not intend to resume making consumer installment loans to Iowa residents. If the Bank does intend to resume making consumer installment loans to Iowa residents, it will do so only after giving the State and the IDOB not less than 30 days advance written notice, and in compliance with the Iowa Consumer Credit Code, Iowa Code Chapter 537, as applicable.
5. Pursuant to the Restitution Plan agreed upon with the State and the IDOB (attached hereto as Attachment 1 and incorporated in this Assurance), the Bank will provide restitution to Iowa residents in connection with the Iowa Loans.
6. Within ninety days of the Effective Date of this Assurance, the Bank shall provide to the State a summary of its compliance with the Restitution Plan, as further described in Section F of the Restitution Plan.
7. The Bank shall cooperate with reasonable requests by the State and the IDOB for further information about its compliance with the terms of this Assurance. Such information shall be provided within fourteen days of any requests by the State and/or the IDOB.
8. The State and the IDOB recognize and accept the Bank's resolution of the concerns raised by the State with respect to the Iowa Loans, and state that, if the Bank adheres to its commitments set forth herein, the IDOB and the State will not pursue additional action with regard to the Iowa Loans against the Bank or the officers, employees, agents, and assigns of the Bank.
9. The Effective Date of this Assurance of Discontinuance shall be the date of the last signature below.

FOR THE STATE OF IOWA
THOMAS J. MILLER, ATTORNEY GENERAL

By: Amy L

Date: 12-13-22


Amy Licht
Assistant Attorney General
1305 E. Walnut St., 2nd Floor
Des Moines, IA 50319
(515) 281-5926
Amy.licht@ag.iowa.gov

Subscribed and sworn to before me by the above-named individual on the 13th day
of December, 2022.

Lisa Wittmus
NOTARY PUBLIC



FOR IOWA DIVISION OF BANKING
JEFF PLAGGE, SUPERINTENDENT OF BANKING

By: 
Rodney E. Reed, Finance Bureau Chief


Date: 12-12-2022

Subscribed and sworn to before me by the above-named individual on the 12th day
of December, 2022.


NOTARY PUBLIC

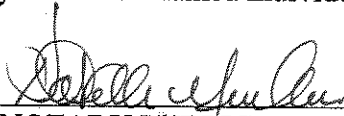


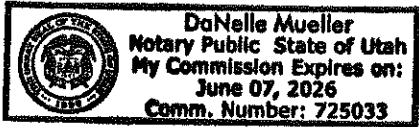
FOR TRANSPORTATION ALLIANCE BANK

By: 
Richard L. Bozzelli, President & CEO

Date: 12/6/22

Subscribed and sworn to before me by the above-named individual on the 6th day
of December, 2022.


NOTARY PUBLIC



***RESTITUTION PLAN FOR THE ASSURANCE OF DISCONTINUANCE
BETWEEN THE STATE OF IOWA AND TRANSPORTATION ALLIANCE BANK, INC.***

In accordance with Section 5 of the Assurance of Discontinuance given by Transportation Alliance Bank, Inc. d/b/a TAB Bank of Ogden, Utah (“the Bank”) and accepted by the State of Iowa (“State”), pursuant to § 537.6109 of the Iowa Consumer Credit Code (“ICCC”) and the Iowa Division of Banking (“IDOB”), the Bank will provide restitution to eligible Iowa residents (“Eligible Consumers”) in connection with certain Iowa Loans. The restitution will be facilitated by the Bank’s service provider, Duvera Billing Services, LLC d/b/a EasyPay Finance (“EasyPay”).

A. Eligible Consumers

Eligible Consumers are those Iowa residents who, between March 1, 2020, and April 8, 2022, received a consumer installment loan from the Bank with assistance from its service provider EasyPay (“Iowa Loans”). *See* spreadsheet listing Eligible Consumers provided on July 28, 2022 (attached).

B. Restitution Calculation

Restitution for Eligible Consumers will be calculated through the following process:

- 1) All Iowa Loans provided to Eligible Consumers will be retroactively reset to have an effective APR of 21% as of the Eligible Consumer’s agreement’s note date.
- 2) All payments received from Eligible Consumer’s agreements will be reapplied at the effective APR of 21%.
- 3) Eligible Consumer accounts will be adjusted to credit the excess finance-charge payment, if any, to the account balance.
- 4) Eligible Consumers whose accounts, after the adjustment has been applied, result in an overpayment greater than \$1.00 will receive a refund in the amount of the overpayment (“Restitution Payment”).

C. Restitution Calculation by Account Status

- 1) Performing Accounts with an outstanding balance.
Each account will undergo the restitution calculation noted above. Based on the re-amortization, there will be two outcomes:
 - i. The total payments received to date creates a credit balance, and the Eligible Consumers will receive a refund for the amount calculated if the amount is greater than \$1.00.
 - ii. The total payments received to date will create a debit balance on the Eligible Consumers account. The current balance in the loan servicing system will be updated to reflect the revised calculated balance from the restitution calculation, and the future interest will be charged at 21%.
- 2) Paid in Full “PIF” Accounts
 - a) Paid in Full During 90-day Interest Rebate Program

- i. Each account will undergo the restitution calculation noted above. If the restitution calculation interest amount is less than \$40, the amount will be compared to the Interest Rebate Program fee the Eligible Consumer paid less the restitution interest amount, and any difference greater than \$1 will be refunded.
 - b) Paid in Full After 90-day Interest Rebate Program Expiration
 - i. Each account will undergo the restitution calculation noted above. Based on the re-amortization of the total payments received and applied to the Eligible Consumer's original amount financed, any credit balance greater than \$1 will be refunded.
- 3) Defaulted Accounts
 - a) Each account will undergo the restitution calculation noted above. Based on the re-amortization, there will be two outcomes:
 - i. The total payments received and applied to the Eligible Consumer's original amount financed will create a credit balance, and any credit balance greater than \$1 will be refunded.
 - ii. The total payments received and applied to the Eligible Consumer's original amount financed will create a debit balance. The Eligible Consumer's active principal balance will be updated to reflect the re-amortized balance, and future interest will be charged at the effective APR of 21%.
- 4) Settled in Full "SIF" Accounts
 - a) Each account will undergo the restitution calculation noted above. The total payments received and applied to the Eligible Consumer's original amount financed, and any credit balance greater than \$1 will be refunded. If a credit balance is not calculated, the account will remain settled for less than the original amount financed.
- 5) Bankruptcy Accounts
 - a) Each account will undergo the restitution calculation noted above. The total payments received and applied to the Eligible Consumer's original amount financed, and any credit balance greater than \$1 will be refunded. If a credit balance is not calculated, the account will remain closed as Bankrupt.

D. Eligible Consumers Notification of Restitution

- 1) Notices will be sent to Eligible Consumers via email using the Eligible Consumer's last-known email address on file.
 - a) If a bounced back email is received notifying EasyPay that the email was undeliverable, EasyPay will send the notice to the Eligible Consumer's last known physical mailing address on file using the United States Postal System ("USPS").
 - b) If a notice sent via USPS is returned, EasyPay will perform a skip trace and attempt to locate a new address.
 - i) If a new address is located, EasyPay will resend the notice as described above.
 - ii) If no new address is located, EasyPay will use the reporting described below to identify the Eligible Consumers who did not receive a notice.

E. Delivery of Restitution Payment

- 1) EasyPay will process each Eligible Consumer's Restitution Payment by crediting the Eligible Consumer's last method of payment on file for the account (i.e., crediting the Eligible Consumer's bank account, credit card, or debit card).
 - a) If this option is not available or is unsuccessful, EasyPay will send the Restitution Payment in the form of a check to the Eligible Consumer's last known physical mailing address on file using the USPS.
 - i) The Restitution Payment check will be enclosed in an envelope that contains EasyPay's name and return address in the upper left-hand portion, the Eligible Consumer's name and address in the middle portion, and postage in the upper right-hand portion.
 - b) If the Restitution Payment check sent via USPS is returned, EasyPay will perform a skip trace and attempt to locate a new address.
 - i) If a new address is located, EasyPay will resend the Restitution Payment check as described above.
 - ii) If no new address is located, EasyPay will use the reporting described below to identify the Eligible Consumers who did not receive a Restitution Payment.
- 2) EasyPay will complete the steps described in Section E(1) within forty-five (45) days of the Effective Date of the Assurance of Discontinuance

F. Reporting of Notice and/or Payment of Restitution

- 1) Within ninety (90) days after the Effective Date of the Assurance of Discontinuance, the Bank will provide to Iowa Attorney General's Office, an accounting of all Eligible Consumers who received a Restitution Payment and confirm the number and total dollar amount provided to each Eligible Consumers ("Restitution Reporting").
 - a) The Restitution Reporting will also identify Eligible Consumers who did not receive his/her/their Restitution Payment due to an inability to locate the Eligible Consumer.
 - i) The Restitution Payments owed to these Eligible Consumers will be handled in accordance with Iowa law, including Iowa Code chapter 556 regarding unclaimed property.
 - b) The Restitution Reporting will also identify which checks have not been deposited by the Eligible Consumer but also not returned to the Bank.
 - i) If the check has not been cashed within 120-days from the date sent to the Eligible Borrower, the funds will be handled in accordance with Iowa law, including Iowa Code chapter 556 regarding unclaimed property.