



11:30 AM – 12:30 PM

**GENERAL SESSION: WAIT, WAIT, DON'T SUE ME! NOT NPR'S NEWS QUIZ...BUT MORE FUN AND REWARDING!**

- **Room:** Civiletti
- **Speakers:**
  - *Jason Romrell – General Counsel & Director of Government Relations – LeadsMarket.com LLC*
  - *Donald Ung – Vice President of Compliance – LeadsMarket.com LLC*



# COMPLIANCE UNIVERSITY

## 2023 TOP GUNS

<b>Alexis Woods</b>	<b>Manuel Arroyo</b>
<b>Brett Hoffman</b>	<b>Lee Gilley</b>
<b>Todd Macey</b>	<b>Andrew Narod</b>
<b>Jeremy Pieper</b>	<b>Theresa Gipson</b>



2022 TOP GUNS	2026 TOP GUNS
2023 TOP GUNS	2027 TOP GUNS
Alexis Woods	Manuel Arroyo
Brett Hoffman	Lee Gilley
Todd Macey	Andrew Narod
Jeremy Pieper	Theresa Gipson
2024 TOP GUNS	2028 TOP GUNS
2025 TOP GUNS	2029 TOP GUNS





## “CASH” PRIZES AND OTHER DISCLAIMERS

HEAR YE, HEAR YE, all ye who dare to enter this realm of monetary tomfoolery!

WHEREAS, the concept of "cash" herein shall be interpreted with the whimsy of a drunken leprechaun riding a unicorn made of monopoly money, participants hereby solemnly swear (or affirm, if swearing gives you the heebie-jeebies) that:

Any and all "cash" prizes bestowed upon your greedy little mitts shall materialize in the form of gift cards, which are hereby declared to be cash-ish, cash-adjacent, cash-curious, or cash-with-commitment-issues. These are emphatically, categorically, and hilariously NOT actual cash, no matter how much you squint, beg, or threaten to call your mommy.

By participating, you agree with every fiber of your being that "cash" (as used herein) does not, has never, and will never mean actual cash in any form recognizable by the United States Treasury. This includes, but is not limited to: greenbacks, dinero, Jacksons, dough, moolah, cheddar, loot, clams, bones, coin, or any slang term for genuine currency invented by your cool cousin Vinny.

Participants hereby waive all rights to complain, whine, moan, groan, or legally challenge this definition of "cash" from now until the sun explodes, the cows come home, or pigs fly—whichever is last to occur.

**BONUS DISCLAIMER:**

Questions and answers provided in this trivia smackdown may be wrong. Not just a little wrong, but "the Earth is flat" levels of wrong. We've made every commercially reasonable effort (that didn't cut into our coffee breaks or cat video watching time) to be accurate, but mistakes happen. They happen a lot. Like, a lot a lot. Nevertheless, the judge's decisions are final and are not subject to protest.

You, dear participant, are hereby forbidden from complaining if the answers are wrong. You may, however, request a copy of the slides and use the references provided to prove answers wrong. In doing so, you might discover that the answer you thought was wrong is actually correct, in which case you must wear a dunce cap for 24 hours and post a public apology on all social media platforms.

By reading this far, you agree that laughter is the best medicine, unless you have an actual medical emergency, in which case, please call 911 and don't rely on our ridiculous disclaimers for health advice.

**REMEMBER:** In the land of cash-that's-not-cash and maybe-right-maybe-wrong answers, ignorance is bliss, and confusion is king. Enjoy!



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thanks these generous firms for the prizes!

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WIN OVER  
**\$3,000,000!**\*

\*Annual salary equivalent, based on approximately 20 minutes of work to win the \$500 top prize.  
Hey...if the feds like using an APR to describe a short-term loan, why can't we promote an "annual salary" equivalent?




## RULES


1. Have fun and learn something new (especially if you're getting CLE credits).
2. Answer using your mobile device. **Questions are timed, so don't dillydally.**
3. Anyone can win! The top 5 winners are only shown *at the end*...so don't give up!
4. Top 5 contestants go to a UFC-style sudden death ~~stage~~ trivia match.
5. Winners will go shopping for their "cash" prizes (see prior disclaimer) in order.
6. The judge's decisions are final, even if he's wrong. Judges are human, after all.

**1<sup>st</sup> \$500** | **2<sup>nd</sup> \$300** | **3<sup>rd</sup> \$200** | **4<sup>th</sup> \$125** | **5<sup>th</sup> \$75**

Live quiz 0 83



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Join the quiz!

80 attendees actively participated in the trivia session.  
Thank you to everyone who participated!



Why on earth is a GC wearing a pink suit with a baby mullet?

He's desperate for attention.

His daughters moved out and no longer give him fashion advice.

Clearly he's color blind.

**All of the above.**





Under Regulation F, which one of the following voicemail messages is a “limited content message” that is not a “communication” that risks conveying information about a debt to a third party?

**This is Robin Smith calling from ABC Inc. Please contact me or Jim Johnson at 1-800-555-1212 today until 6:00 p.m. Eastern time, or any weekday from 8:00 a.m. to 6:00 p.m. Eastern time.**

Hi, this is Robin Smith calling from DEF Inc., a debt collector attempting to collect a debt. Please contact me or Jim Johnson at 1-800-555-1212.

This is GHI Inc. calling about an important personal business matter. Please contact me or Jim Johnson at 1-800-555-1212 today until 6:00 p.m. Eastern time, or any weekday from 8:00 a.m. to 6:00 p.m. Eastern time.

This is Robin Smith calling from JKL Inc. with important information about your monthly payment. Please contact me or Jim Johnson at 1-800-555-1212 at your earliest convenience.

## DISCUSSION

Source: 12 CFR § 1006.2(j)

### § 1006.2 Definitions.

For purposes of this part, the following definitions apply:

...

(j) **Limited-content message** means a voicemail message for a consumer that includes all of the content described in [paragraph \(j\)\(1\)](#) of this section, that may include any of the content described in [paragraph \(j\)\(2\)](#) of this section, and that includes no other content.

(1) **Required content.** A limited-content message is a voicemail message for a consumer that includes:

- (i) A business name for the debt collector that does not indicate that the debt collector is in the debt collection business;
- (ii) A request that the consumer reply to the message;
- (iii) The name or names of one or more natural persons whom the consumer can contact to reply to the debt collector; and
- (iv) A telephone number or numbers that the consumer can use to reply to the debt collector.

(2) **Optional content.** In addition to the content described in [paragraph \(j\)\(1\)](#) of this section, a limited-content message may include one or more of the following:

- (i) A salutation;
- (ii) The date and time of the message;
- (iii) Suggested dates and times for the consumer to reply to the message; and
- (iv) A statement that if the consumer replies, the consumer may speak to any of the company's representatives or associates.



Under Regulation P, when a consumer conducts transactions electronically, besides properly posting the privacy notice electronically, what is the other mandatory step to obtaining a financial product or service?

The consumer must sign the privacy notice.

**The consumer must acknowledge receipt of the privacy notice.**

The company must email the privacy notice to the consumer.

The consumer must provide express, informed consent to information sharing.

## DISCUSSION

Source: 12 CFR 1016.9(b)(1)(iii)

### § 1016.9 Delivering privacy and opt out notices.

(a) **How to provide notices.** You must provide any privacy notices and opt out notices, including short-form initial notices, that this part requires so that each consumer can reasonably be expected to receive actual notice in writing or, if the consumer agrees, electronically.

(b)

(1) **Examples of reasonable expectation of actual notice.** You may reasonably expect that a consumer will receive actual notice if you:

...

(iii) For the consumer who conducts transactions electronically:

(A) In the case of financial institutions other than those described in [§ 1016.3\(l\)\(3\) of this part](#), post the notice on the electronic site and **require the consumer to acknowledge receipt of the notice** as a necessary step to obtaining a particular financial product or service; or

(B) In the case of financial institutions described in [§ 1016.3\(l\)\(3\)](#), clearly and conspicuously post the notice on the electronic site and **require the consumer**

**to acknowledge receipt of the notice** as a necessary step to obtaining a particular financial product or service;



## Under Regulation Z, the Annual Percentage Rate for closed-end credit?

Is the annualized rate at which finance charges accrue.

Is based on the lender's annualized internal rate of return.

**Is just a disclosure to reflect the total cost of credit, expressed as a yearly rate.**

Is the annualized contract rate of interest.

### DISCUSSION

Source: Reg. Z §1026.22(a)(1)

#### **§ 1026.22 Determination of annual percentage rate.**

##### **(a) Accuracy of annual percentage rate.**

(1) The annual percentage rate is a measure of the cost of credit, expressed as a yearly rate, that relates the amount and timing of value received by the consumer to the amount and timing of payments made. The annual percentage rate shall be determined in accordance with either the actuarial method or the United States Rule method. Explanations, equations and instructions for determining the annual percentage rate in accordance with the actuarial method are set forth in appendix J to this part. An error in disclosure of the annual percentage rate or finance charge shall not, in itself, be considered a violation of this part if:

- (i) The error resulted from a corresponding error in a calculation tool used in good faith by the creditor; and
- (ii) Upon discovery of the error, the creditor promptly discontinues use of that calculation tool for disclosure purposes and notifies the Bureau in writing of the error in the calculation tool.



In February of 2024, the CFPB issued CFP Circular 2024-01, which provided “guidance” on which topic?

Limited English Proficiency (“LEP”). Lenders must offer translations in borrowers' preferred languages for key documents. Non-compliance may result in enforcement actions.

**Digital Comparison Shopping Tools. Guidance on applying the "reasonable reliance" prong of the CFPB abusiveness prohibition to digital comparison-shopping platforms and lead generators.**

Proper Product Labeling. Requirements for accurate labeling of "pure emu pelt" sweaters. Mislabeling can lead to enforcement actions under “UBaaaaahP” authority.

Junk Fees. Prohibition of unjustified fees under UDAAP authority. Fees must be transparent, legitimate, and directly related to services provided. Non-compliance may result in enforcement actions.

### DISCUSSION

From Husch Blackwell (see also <https://www.huschblackwell.com/newsandinsights/cfpb-guidance-on-digital-comparison-shopping-tools-round-two>):

The CFPB, for the second time, addressed digital comparison-shopping platforms for financial services products, following the February 2023 Real Estate Settlement Procedures Act (RESPA) Advisory Opinion. The Bureau questioned whether digital comparison-shopping tool operators or lead generators violate the CFPB by preferencing products or services based on financial or other benefits to the operator? The Circular states that operators of digital comparison-shopping tools can violate the abusiveness prohibition if “they distort the shopping experience” by steering consumers to certain products or services based on remuneration to the operator, and lead generators can violate the prohibition if they steer consumers to one participating financial services provider instead of another based on compensation received. And where consumers reasonably rely on a shopping tool operator or a lead generator to act in their interests, the operator or lead generator can take unreasonable advantage of that reliance by giving preferential treatment to their own or other

products or services through steering or enhanced product placement in exchange for financial or other benefits.

Source: <https://www.consumerfinance.gov/compliance/circulars/consumer-financial-protection-circular-2024-01-preferencing-and-steering-practices-by-digital-intermediaries-for-consumer-financial-products-or-services/>

According to the CFPB, “operators of digital comparison-shopping tools can violate the prohibition on abusive acts or practices if they distort the shopping experience by steering consumers to certain products or services based on remuneration to the operator. Similarly, lead generators can violate the prohibition on abusive practices if they steer consumers to one participating financial services provider instead of another based on compensation received. Where consumers reasonably rely on an operator of a digital comparison-shopping tool or a lead generator to act in their interests, the operator or lead generator can take unreasonable advantage of that reliance by giving preferential treatment to their own or other products or services through steering or enhanced product placement, for financial or other benefits.”



According to the Consumer Financial Protection Bureau (CFPB), which of the following is NOT one of the key compliance considerations for fintech companies during product development?

Implementing robust cybersecurity measures.

Developing a comprehensive fair lending program.

Ensuring clear and conspicuous disclosures.

**Establishing detailed operational procedures.**

BLANKROME

## DISCUSSION

Source: Consumer Financial Protection Bureau, "Innovation Spotlight" and "Responsible Business Conduct: Self-Assessing, Self-Reporting, Remediating, and Cooperating" (CFPB Bulletin 2020-01)

Explanation: While all options are important compliance considerations, the CFPB emphasizes that early-stage product development should focus on core consumer protection principles such as (a) data security, (b) transparency, and (c) fairness. Detailed operational procedures, while important, are typically refined later in the development process after the fundamental compliance framework is established.





According to the CFPB's June 18, 2024 consent order against NOVAD Management Consulting, which of the following elements is NOT required to potentially constitute an "abusive" act or practice under the Consumer Financial Protection Act (CFPA) for a third-party financial service provider?

The financial product being a high-risk or complex offering.

The provider's failure to effectively service the financial product.

The consumer's inability to choose the service provider.

Establishing detailed operational procedures.



## DISCUSSION

Source: CFPB Consent Order against NOVAD Management Consulting dated June 18, 2024 (<https://www.consumerfinance.gov/enforcement/actions/novad-management-consulting-llc/>), and CFPB Policy Statement on Abusive Acts or Practices, April 3, 2023 (<https://www.consumerfinance.gov/compliance/supervisory-guidance/policy-statement-on-abusiveness/#10>).

On June 18, 2024, the Bureau issued an order against NOVAD Management Consulting, LLC (NOVAD). NOVAD ran a loan-servicing operation that serviced home equity conversion mortgages, or reverse mortgage loans, on behalf of the Department of Housing and Urban Development (HUD). The loans were designed to enable elderly homeowners to convert the equity in their homes to monthly streams of income or lines of credit, and borrowers were required to be 62 or older to qualify. NOVAD was responsible for servicing up to 150,000 reverse mortgage loans each year from September 2014 through 2022. The Bureau found that NOVAD sent borrowers repayment or "due and payable" letters that often falsely conveyed that their

loans were in default and that the full amount of their loan was due. The Bureau also found that NOVAD failed to effectively service borrowers' reverse mortgages, including by routinely failing to acknowledge, timely respond to, and substantively respond to borrowers' time-sensitive information requests and error notices; failing to acknowledge, investigate, and correct servicing errors; and failing to engage in two-way communications with borrowers, including after sending repayment letters to borrowers. NOVAD's conduct resulted in borrowers losing out on home sales, paying unnecessary costs, and fearing foreclosure. The Bureau found that such conduct violated the Consumer Financial Protection Act of 2010's prohibition against unfair, deceptive, and abusive acts and practices, the Real Estate Settlement Procedures Act (RESPA), and RESPA's implementing regulation, Regulation X. The order permanently bans NOVAD from reverse mortgage servicing and requires NOVAD to pay a \$1 civil money penalty.

See also <https://www.financialservicesperspectives.com/2024/07/cfpb-ineffective-loan-servicing-is-an-abusive-act-or-practice/>



A doctor verbally agrees to give a male patient 6 months to pay a \$50,000 medical debt in one lump sum, interest-free. The doctor states this arrangement is only for male patients from "good" parts of town. Could this possibly violate ECOA/Regulation B?

No, the agreement was verbal, not written.

Yes, it discriminates based on residence.

No, there's no interest or installments.

**Yes, but only certain provisions apply.**

## DISCUSSION

ECOA/Regulation B covers a wide range of credit transactions, arguably broader than any other consumer protection regulation. Under Regulation B, a transaction is “credit” if there is a right to defer payment of a debt - regardless of whether the credit is for personal or commercial purposes, the number of installments required for repayment, or whether the transaction is subject to a finance charge. See <https://www.consumerfinance.gov/rules-policy/regulations/1002/interp-2/#2-j-Interp>. If a service provider (such as a hospital, doctor, lawyer, or merchant) allows the client or customer to defer the payment of a bill, this deferral of debt is credit for purposes of the regulation, even though there is no finance charge and no agreement for payment in installments. See <https://www.consumerfinance.gov/rules-policy/regulations/1002/3/#b-2-vi>

However, Regulation B provides an exemption from certain provisions of Regulation B for “incidental credit”, which refers to extensions of consumer credit that are not (i) made pursuant to the terms of a credit card account; (ii) subject to a finance charge (as defined in Regulation Z, 12 CFR 1026.4; and (iii)

payable by agreement in more than four installments. However, the exempted provisions for incidental credit do not include Regulation B's general rule prohibiting discrimination. See <https://www.consumerfinance.gov/rules-policy/regulations/1002/3/>; <https://www.consumerfinance.gov/rules-policy/regulations/1002/interp-3/#3-c-Interp>; <https://www.consumerfinance.gov/rules-policy/regulations/1002/4/>

In this case, the Doctor's agreement to allow the patient to defer payment of his debt is considered "credit" under ECOA/Regulation B, *but* appears to meet the definition of "incidental credit". Accordingly, while Doctor would not have to comply with many of the *procedural* requirements of Regulation B, the Doctor would have to comply with Regulation B's prohibition on discrimination on a prohibited basis. Accordingly, the Doctor could *possibly* be in violation of certain provisions ECOA/Regulation B, but not others.



Can I make a B2C telemarketing call to a cell phone using an AI voice?

Yes, if there's an EBR with the consumer.

**Yes, if the consumer has given prior express written consent.**

Yes, if the consumer has given prior express consent.

No.

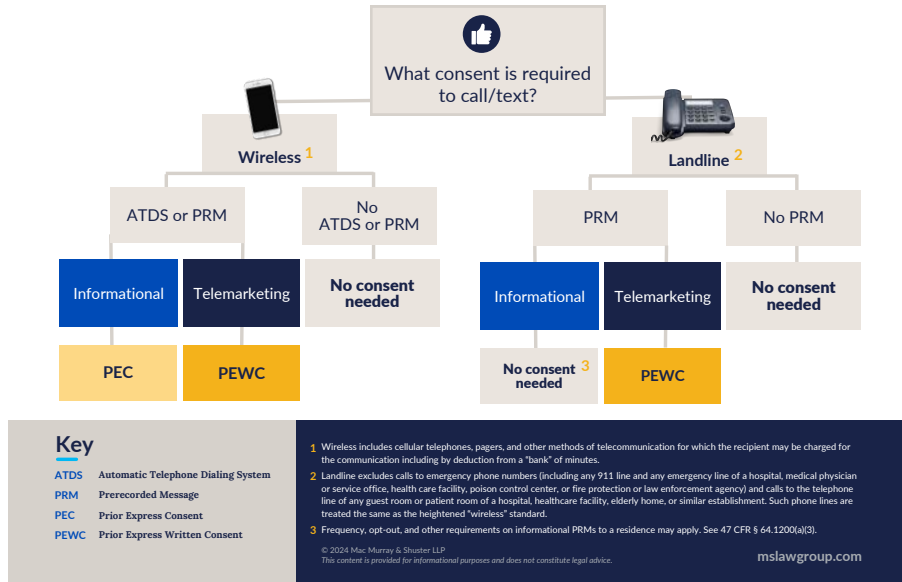
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## DISCUSSION

Source: Telephone Consumer Protection Act of 1991, 47 U.S.C. § 227; FCC rules implementing the TCPA, 47 CFR § 64.1200.

An AI-generated voice would likely be considered an artificial or prerecorded voice under the TCPA.

See <https://mslawgroup.com/tcpa-resources/>



<https://mslawgroup.com/tcpa-resources/>



Following the Supreme Court's decision to uphold the CFPB's funding source, which legal doctrine did Scott Pearson identify as likely to be the primary vehicle for future challenges to the CFPB's authority?

The unconstitutional funding doctrine.

The nondelegation doctrine.

**The major questions doctrine.**

The appropriations process doctrine.

manatt

## DISCUSSION

See <https://www.manatt.com/insights/news/2024/pearson-quoted-in-law360-on-scotus-decision-uphold>.

“There's no question that there will continue to be a lot of litigation over whether the bureau has authority to take certain types of actions,” Pearson said. “The major questions doctrine, I think, will be the primary vehicle for bringing those challenges.”

The **major questions doctrine** holds that federal agencies must have clear congressional authorization to decide issues of major economic and political significance. In other words, if an agency claims the power to make decisions with vast economic and political consequences, that power must be clearly granted by Congress in the relevant statute. See *West Virginia v EPA*, 985 F. 3d 914 (2022)

From *WV v EPA* (Chief Justice Roberts):

“Precedent teaches that there are “extraordinary cases” in which the “history and the breadth of the authority that [the agency] has asserted,”

and the “economic and political significance” of that assertion, provide a “reason to hesitate before concluding that Congress” meant to confer such authority. *FDA v. Brown & Williamson Tobacco Corp.*, [529 U. S. 120](#), 159–160. See, e.g., *Alabama Assn. of Realtors v. Department of Health and Human Servs.*, 594 U. S. \_\_\_, \_\_\_; *Utility Air Regulatory Group v. EPA*, [573 U. S. 302](#), 324; *Gonzales v. Oregon*, [546 U. S. 243](#), 267; *National Federation of Independent Business v. OSHA*, 595 U. S. \_\_\_, \_\_\_. Under this body of law, known as the major questions doctrine, given both separation of powers principles and a practical understanding of legislative intent, the agency must point to “clear congressional authorization” for the authority it claims. *Utility Air*, 573 U. S., at 324. Pp. 16–20.





## What happens to agency actions that were previously upheld under Chevron following the Loper Bright decision?

All previous agency actions are automatically invalidated.

**Nothing changes; previously upheld actions remain valid precedent.**

Agency actions must be immediately reviewed and potentially overturned.

Agencies must reissue all previous actions with new justifications.

### DISCUSSION

Loper Bright Enterprises v. Raimondo, 600 U.S. \_\_\_\_ (2023), was a United States Supreme Court case that effectively overturned the Chevron deference doctrine. The Court ruled 6-3 to overturn Chevron v. Natural Resources Defense Council (1984). This decision ended the practice of courts deferring to federal agencies' reasonable interpretations of ambiguous statutes they administer.

See also <https://www.venable.com/insights/publications/2024/chevron-decision/what-banks-need-to-know-post-chevron>



Which of the following factors is NOT typically considered by courts when determining whether an entity qualifies as an "arm of the tribe" for purposes of sovereign immunity?

The method of creation of the economic entity.

**The entity's financial performance and profitability.**

The tribe's intent to extend its sovereign immunity to the entity.

The amount of control the tribe has over the entity.

The financial relationship between the tribe and the entity.

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## DISCUSSION

This question is based on the factors outlined in the case of Breakthrough Management Group, Inc. v. Chukchansi Gold Casino and Resort, 629 F.3d 1173 (10th Cir. 2010). The court in this case established a set of factors to determine whether an entity qualifies as an "arm of the tribe" for sovereign immunity purposes. These factors include the method of creation, the tribe's intent, the tribe's control, and the financial relationship, but do not typically include the entity's financial performance or profitability.



In the CFPB v. CashCall case, what primary factor did the court use to determine that CashCall, not the tribal entity, was the "true lender"?

The location of the company's headquarters.

The tribal entity's name on the loan documents.

**The predominant economic interest in the loans.**

The number of employees working for each entity.



## DISCUSSION

In CFPB v. CashCall, Inc., No. CV 15-7522-JFW (RAOx), 2016 WL 4820635 (C.D. Cal. Aug. 31, 2016), the court applied the "true lender" doctrine. It determined that CashCall, not the tribal entity, was the true lender because CashCall bore the predominant economic interest in the loans. This included factors such as CashCall providing the money that funded the loans and assuming all economic risks and benefits of the loans immediately upon assignment.

CashCall appealed the ruling made by the U.S. District Court for the Central District of California in 2016 to the U.S. Court of Appeals for the 9th Circuit.

On January 26, 2022, the 9th Circuit affirmed the district court's ruling that CashCall was the true lender and had violated the Consumer Financial Protection Act by servicing and collecting on loans that were void or uncollectible under state law. The 9th Circuit upheld the "true lender" analysis:

- It affirmed that CashCall engaged in deceptive practices by collecting on loans that were void or uncollectible under state usury and licensing laws.
- The court also upheld the \$10.3 million penalty against CashCall, its owner,

and others.

Consumer Financial Protection Bureau v. CashCall, Inc., 35 F.4th 734 (9th Cir. 2022)



Under the TCPA and FTC regulations, there are two types of established business relationships (EBRs) that allow companies to call consumers on the National Do Not Call Registry. Which of the following correctly identifies these two EBR exceptions?

Product EBR and Service EBR

Primary EBR and Secondary EBR

**Inquiry EBR and Transaction EBR**

Current EBR and Historical EBR



## DISCUSSION

The two types of established business relationships that provide exceptions to the National Do Not Call Registry rules are:

1. Inquiry EBR: Based on a consumer's inquiry or application regarding products or services within the previous 3 months.

2. Transaction EBR: Based on a consumer's purchase, rental, or lease of goods or services, or a financial transaction with the company, within the previous 18 months.

Source: 16 CFR § 310.2(q) (Telemarketing Sales Rule definitions) and 47 CFR § 64.1200(f)(5) (FCC rules implementing the TCPA)



In the context of consumer finance compliance, which of the following is NOT typically considered a key component of a robust Know Your Vendor (KYV) program?

Assessing the vendor's financial stability and business continuity plans.

Reviewing the vendor's information security and data protection practices.

Evaluating the vendor's compliance management system and regulatory history.

**Analyzing the vendor's product pricing strategies and profit margins.**

Verifying the vendor's licensing and registration status in relevant jurisdictions.



## DISCUSSION

See the CFPB's Bulletin 2012-03 on Service Providers and the OCC's Bulletin 2013-29 on Third-Party Relationships for more information.

While pricing and profitability are important business considerations, they are not typically core components of a KYV program in the consumer finance space.

KYV programs generally focus on risk management, compliance, and operational aspects of vendor relationships.

Key components of a KYV program typically include:

- Vendor's compliance history and management systems
- Information security and data protection practices
- Financial stability and business continuity
- Licensing and registration status
- Operational capabilities and performance
- Reputation and complaints history



# Rapid Fire BONUS Rounds



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