

# Predatory Auto Repair Loans By TAB Bank and EasyPay Finance

# May 2022

Facing an expensive car repair is bad enough. But repair shops across the nation – including national brands AAMCO, <u>Big O Tires</u>, <u>Grease Monkey</u>, JiffyLube, <u>Meineke</u>, <u>Midas</u> and <u>Precision Tune Auto Care</u> – are steering people to a predatory lender that engages in a variety of questionable practices and <u>charges up to 189% interest in states where that rate is illegal</u>.

A rogue bank in Utah, Transportation Alliance Bank (TAB Bank) is helping EasyPay Finance make usurious loans that it could not legally make directly. Most states have interest rate limits to stop predatory lending. But



lenders like EasyPay Finance evade state laws by laundering their loans through banks, which are exempt from state rate caps. "Rent-a-bank" schemes are of <u>questionable legality</u>, and have been <u>challenged in court</u>, but they persist.

Only a few rogue banks are willing to front for predatory lenders. One of these "rent-a-banks" is TAB Bank, chartered in Utah and supervised by the FDIC. TAB Bank helps EasyPay Finance (which is owned by Duvera Billing Services) make loans through stores nationwide, including auto mechanics, furniture stores, and pet stores offering predatory puppy loans. In states that do not allow high rates, EasyPay launders its loans through TAB Bank. In other states, EasyPay extends credit directly in its own name, often as a retail installment sale.

**Hundreds of consumers** have complained about EasyPay auto repair and tire loans to the Consumer Financial Protection Bureau, Better Business Bureau, and Ripoff Reports describing:

- Outrageous interest rates of 100% to 189%, sometimes charged to servicemembers and veterans. Consumers are shocked that payments for months and years have little impact on the balance.
- Interest rates **hidden in fine print** or not disclosed until repairs are finished. Applications taken over the telephone, or required to be completed on small smartphones, without written copies, leave consumers in the dark about the terms.
- Deceptive promises of full interest rebates if paid in 90 days, with numerous obstacles that prevent consumers from avoiding interest or knowing their payoff balance.
- Electronic debits that were not authorized, differed from the agreed payment, or continued after a payment plan was fulfilled.
- Rude and unhelpful customer service and administrative errors, leading to missed payments, fees, and loss of the interest-free option.
- Harm to credit reports, including from loans paid in full or reported for the wrong consumer. No response to consumer disputes.
- Debt collection harassment and refusal to honor payment plans, including for those impacted by COVID.

These are just some of the stories from consumers caught in predatory auto repair loans from EasyPay Finance, described in more detail below. Not all of these stories involve loans laundered through TAB Bank, but they illustrate the type of practices that the bank is enabling.

- Is AAMCO "in cahoots?" asked a man surprised about 189% APR rate on a loan to repair a transmission. Repaying \$3,420 for a \$1,500 loan? A man wrote that his wife went to AAMCO, which took her banking information and approved her for an auto repair loan. But when given the loan paperwork, she saw an interest rate of 189%. She called EasyPay and was told "they can charge whatever interest rate they want....I am going to go to the AAMCO store where she had the work done to find out if the manager knows about these practices," the man wrote. "Maybe AAMCO is in cahoots with them." (Story #18)
- "NEVER go to Meineke." \$300 in payments only reduced principal by \$48. One complaint warns others to "NEVER go to Meineke" while describing a payment process in which virtually none of the three, \$100 payments made went to the loan principal. "Where the hell has all the payments gone to," the borrower asks. (Story #19)
- Consumer questioning the 188.97% rate is told the company was "following FDIC guidelines." A borrower struggling to make payments on a loan for transmission repairs pleaded with the lender to lower the rate but was told the lender was "following FDIC guidelines and that they could not lower the rate." (Story #27)
- Senior hit with surprise unauthorized electronic debit: "I'm a senior citizen living on a monthly budget wherefore, I cannot afford my checking account to be overdrawn."

  After refusing automatic payments and insisting on paying by money order, the senior was hit with a payment from their bank account, causing the account to become overdrawn. (Story #30)
- Omaha consumer furloughed by COVID made all payments on Midas tires, but payoff attempt refused, triggering \$400 in interest. After accepting an offer to extend the interest free period, a consumer wrote: "I was told I would have a notice sent to me regarding the end of the new promotional end date... I explained that I was affected by COVID-19 severely, especially financially and that I cannot afford to pay over \$400 in interest at this time and that it's bad practice for them not to send their customers any type of statements on a regular basis." (Story #33)
- "Outrageous 152% interest" means \$3,600 in payments over 2 years reduced auto repair loan balance by only \$500. "I never knew what was happening to me," said Jersey City consumer. With a remaining balance of \$1,100 after two years of payments, a New Jersey consumers asks, "How many other people have been ripped off ... no one knows." (Story #36)
- Virginia Beach servicemember charged 96% APR, still owes most of original loan after two years. To cover a transmission repair, a consumer was urged to apply for financing through Duvera (EasyPay). After a few statements, they noticed they were being charged 96% APR, which was "outrageous." "I call the company and told them I was a service member and that I couldn't get charged that much for APR and they said they would fix it but nothing has happened," wrote the borrower. (Story #43)

Below are more details on these and other EasyPay Finance stories. For additional information, please contact Stephen Rouzer (srouzer@nclc.org).

# **ARIZONA\***

1. Military\*\* consumer in Mohave Country (86442), required to apply for a loan via cell phone, surprised when the loan's APR was 189%.

"I've just had to get my car repaired on credit. I went to [a car repair shop in] AZ . They use 'EasyPay ' finance company for financing of customers needing credit. 'EasyPay Finance 'ONLY does 'applications ' by CELL PHONE. This is highly irregular as cell phones have very minute screens in which to view the numerous needed documents. This makes it almost IMPOSSIBLE to see what you are signing.... I finally received printed copies of the documents that I could actually READ I noticed that there is an APR of 188.99 %? I initially thought this to be a typo since this is EXCESSIVE? This makes the FINANCE CHARGE {\$1000.00} for a charge of only {\$810.00}. This entire matter must surely be FRAUDULENT? How can anyone legally charge a larger finance charge than the amount of credit needed? ..."

Source: CFPB #2130106

2. Consumer near Tolleson (85353) ends up paying more than double what they financed due to 152% APR. "[In] our time of need, [they] took advantage of us."

"Had to get our transmission fixed .... Applied for credit for {\$1500.00} [at the auto repair location] The manager said if we pay off everything by ... everything should be fine. He let us know that the payments would be {\$200.00} a month. Come to find out it was at a 151.99 % interest rate for the next 24 months. We have now paid {\$1400.00} and only {\$91.00} of that has gone to the principle, leaving {\$1300.00} paid in interest. I feel that in our time of need, [they] took advantage of us and we will pay more than double the amount of which we borrowed. We have paid on-time continuously and are left in debt because of it."

Source: CFPB #2789482

3. Consumer near Tucson (85712) threatened with debt collection action after misleading communication about the amount that is owed.

"I applied to have a loan from a company named Duvera Financial so I can paid for my Truck transmission repair for the amount of  $\{\$1500.00\}...$  I assume they told me 3 months without interest, but I undestood ... month without interest so I gave my ... account number and they withdrawn the monthly payments ... for the amount of  $\{\$280.00\}$  each payment. So when I made the ... payment I found out that I was only ... month without interest not ... months so I asked for the amount to pay off the debt and they told me  $\{\$1000.00\}$ .

"I asked my daughter to lend me a credit card to payoff and I did it ... for the amount of {\$1000.00}.

"Days later my daughter forgot about the payment and asked the bank for more info about this company, but they never retained/stooped the payment but they only asked more information .... In this time ... deposited a temporary sum of {\$1000.00} in my daughter 's account while they investigated the issue. That is the moment ... called me and said that now I owe them the sum of {\$1300.00} to pay off the loan ... I paid ... Financial the sum of {\$1300.00} to stop any confusion and more interest charges. Also we asked ... to stop the investigation and we plead

Duvera to return the over-payment they told us they needed more time and they promised they will return the money ... finally returned the amount {\$1000.00}.

"I received a call from ... now saying they are going to send to collection because I owe them the sum of ... and if I do n't pay them they are going to proceed with the collection process.If I pay them the sum of {\$290.00} they will send me a letter to cancel the debt."

Source: CFPB #1356564

4. Tucson resident says, "These vultures ... prey on people who have gone through hard times" after the interest rate was never disclosed.

"I went to have my car repaired at Fletchers Auto in AZ and since my repair was over \$600, and I didnt have that kind of free money, they suggested I sign up for Easy Pay. They said if I paid it off in 90 days, there would be no interest. When I had some unexpected medical bills, I decided that I would just pay the loan off in 12 months, which was an option. After looking online at the interest rate, (which I was never told about), I found that I would be paying an extra \$800 if I did not pay it in 90 days! Is this even legal?!? Something has GOT to be done to these vultures that prey on people who have gone through hard times. I would rather take the bus than to pay this amount for a car repair."

Source: Ripoff Report #1268141

5. Couple promised three months interest free repayment by auto shop find that, after two months, 199% APR was being charged

"My husband and I each financed \$500 with Duvera to have our car fixed. We were told by the auto shop where the vehicle was repaired that after 90 days, Duvera would start charging interest at a ridiculous rate of 199%. So they encouraged us to pay off the full amount before then. So far, we have paid a total of \$400, with another 30 days to pay off the remaining \$600. I went to check our account activity online, and it showed that we each owed a principal balance of \$467 a piece. I couldn't believe it! I double checked my bank account just to make sure the payments we made came out, which they did. I then looked more in depth into my account active for Duvera, and they were charging interest! I looked into the company further, and it turns out they have an F rating with the BBB (with whom I will also be filing a report) along with many other billing issues from numerous consumers. This company is a rip-off! I will be calling them first thing tomorrow morning!"

Source: Ripoff Report #1251888

6. Phoenix resident offered "same as cash deal" by shop, only to find out that, instead of their current bank (as promised), Duvera would finance their loan, resulting in \$2.31 in daily interest

"I had some auto work done by a local comany in PHoenix called Greulich's. They offered a 90 days same as cash deal to pay of the balance. They told me the loan was processed by Bank of America (my current bank) but instead went to Duvera instead where the \$2.31 interest accumualted daily [which] would take much longer than the intended period to pay off the loan. It was supposed to be paid of in less than twelve months but with this interest accumulating, by the time next month rols around your banalce is almost the same as when you started. The

car I had the work done on wound up totalled and they wouldn't oofer any resitution either. I feel I was misled ..."

Source: Ripoff Report #1218764

7. Consumer near Tucson describes Duvera's 200% APR as "Highway robbery" and "Pure shadiness"

"This company is used by Fletcher's tires and other company. If this financial institution is used, avoid the company using duvera, or just pay cash for the goods or services. Duvera is a ripoff and a horrible company. they charge you 200% annual percentage rate. So for \$700 worth of tires, I'm gonna pay almost double by the time I'm done with the loan! Highway robbery. Pure shadiness. Avoid Duvera at all costs!"

Source: Ripoff Report #1182529

8. After multiple repairs and additional charges, consumer is shocked to learn that her payments were not lowering her balance

"Last year we need to get one of my cars fix. I was told to contact fletchers, becasue they have a finance program.... Did the online application and was approved for \$2500... we had to go back several times to get things corrected and then fletcher wanted me to sign up again to add another charge. So, now i have two accounts with easypay. I was told the amount to pay, cool. I will pay this that fine. after paying my account i signed up on the website to check my payoff balance and realized that i wasnt pay nothing toward my accounts. So, let me break this down for you. my first account was for \$2500 back in june 2016, first payment started in july. the payments received \$2981.84 the interest they received \$2112.25 thats a 96% APR. and the amount towards my payment \$859.59 and i still owe \$1194. I'm now pissed because all this time i'm thinking my balance was going down... not! but there pockets is fulling up. the second account was for \$410. amount they received \$634.64 the interest they received \$435.48 and what was made to my balance was \$189.16 and i still owe \$246. and theis was at an APR of 189%. THIS COMPANY IS A RIP OFF!!! I will never do this again... and no i will not let anyone i know go to them either, it should be a law against finance companies that charge high rates. I do understand that they make money to but, really it kind of like i'm being pimped out of my money, we need to change the law in this, any action we can take to stop the finance companies from taking avantage of people. sign me up!!!"

Source: Ripoff Report #1385518

### CALIFORNIA\*\*\*

9. San Diego servicemember charged high interest.

"I am being charged ... percent interest on a loan for expenses when my vehicle broke down. I am currently ... military."

10. Older American near San Bernardino (92404) told that their \$1,400 EasyPay loan would be paid off in a year, only to find that they were expected to pay for an additional twelve months

"We needed our car repaired and the cost came to {\$1400.00} at ... we did not have the cash so the manager said we could get a easy pay loan and set it up over the phone after giving our information to someone over the phone he handed me the phone and a man told me that I could pay it off in 90 days same as cash or I COULD PAY {\$140.00} for 12 months and I said I could do that and we had done that without fail the last 12 months never late. well on the 13 month they took another payment out so I called them and they were rude and said I owe for another year. they said I agreed to that no I did not, there was no contract sent to me only a over the phone agreement that I did without fail so I closed my account so they could not get another payment I don't owe for."

Source: CFPB #1747924

11. After misleading promises and the lack of a written statement, Oakland (94601) elder is shocked by 152% APR

"I had transmission work done on my ... truck ... My total cost of the repair was {\$3700.00}, I paid {\$1200.00} down, which me a balance of {\$2500.00} The owner told me about this company called ... and if I could pay them off in 90 days I would not be charged any interest, he told me the interest was high but failed to mention it would be 152 %. I never got a written statement disclosing the finance charges, the next thing I knew they took a payment from my account without my consent. They send me an email right when they where taking my money...

"I was told by my legal representative to contact you concerning this matter."

Source: CFPB #2708375

12. After being admitted to the hospital, Riverside County (92240) local charged \$2,800 for a loan of just \$1,200 despite being told they "may only have a late fee of \$10"

"I had some work done on my car ... 3 days later on ... I was admitted to the hospital. I contacted Duvera Financial in ... CA, to let them know right away... i Asked if it would affect my contract. I was told everything would be ok, due to my ... condition. I may only have a late fee of {\$10.00} attached to my acct. NOT that I owed the Full amount of {\$2800.00} on this contract, due to this 189 % interest rate, which I only had {\$1200.00} worth of work done on my car. Why am i Paying an additional {\$1600.00}?!? Otherwise, I could of made plans or had someone loan me the money to avoid paying this high dollar amount. I had previously done business with this company, and paid them off twice in 90 days to avoid these astronomical fee 's. I have now paid up to {\$2000.00} and I just want this to be over. ; ' ( ( NO COMPANY should be able to charge an interest rate so high, when the economy is Not even Financially stable. ) ) This is ridiculous! I feel like I've been punished twice, from being stuck in this contract and for being sick."

- 13. Monterey County (93955) consumer, denied paper copy of contract, asks: "Is it legal to charge 95.97%?"
- ".... I'm writing to complain about the interest rate of : APR of 95.97 %, I was to be charged on a personal loan. Yes, that's correct, and not a typo....
- "I was to sign this contract online, though I was unable to do so on my phone ... Then he made paper copies of this contract, which I signed, but ... did NOT give me a paper copy. The only paper copy I received, was relating to the work done on my car, the initial down payment I made, but nothing about the ... contract.
- "The next day ... I went over to a friend 's house, and she asked to look over the contract from, ... on my phone. When she saw the APR of 95.97 %, on the money to be financed to me, she thought this was a typo and the the ... contract meant 9.597 %.
- "She called them, and was told, "" No, that's NOT a typo, the APR is 95.97 %. " My friend said, "" That's a predatory loan, which is higher than I have ever heard of before! " The ... rep replied, "" It's perfectly legal. " My friend replied, "" It may be legal, but it's not ethical. " ... My question is : Is it legal, to charged a 95.97 % APR?
- ".... I'm fearful this will happen to other people. My down payment was {\$170.00}, Total Purchase Price USD {\$2200.00}, Amount financed : {\$2000.00}. Payment frequency : Biweekly, every two weeks. Number of payments : 52. APR 95.97 % Payment Amount : {\$92.00}...."

Source: CFPB #3888708

# 14. Murrieta (92563) couple loses same-as-cash offer after suspicious administrative errors

"My wife and I used a company ... to rebuild an engine on our vehicle. Because the amount was more then we could afford to pay up front, ... suggested we use their finance company .... I ... was approved for the 90 day same as cash. Yesterday ... my first payment came due .... I received a text stating they need my help regarding a returned payment. I called them back and they said because I gave them the wrong debit card number I no longer qualify for the 90 same as cash. The card number was correct except the very last number .... I did not fill out the information on the application it was done over the phone with the guy from ... He told me he already had my correct debit card number because I gave it to him to pay for the application fee. I also have two receipts showing that he had the correct debit card number because he used it to charge a {\$500.00} deposit and to run the {\$90.00} application fee. He then emailed the contract for me to review and digitally sign, which I did. However I did not see the mistake when I reviewed it. I knew nothing about the input error and have tried to correct it. I have talked to three different people people at ... and they refuse to honor the 90 same as cash."

Source: CFPB #2882991

15. Despite being promised a paper copy of their contact, a San Bernadino (92405) consumer was surprised to learn that their APR was 189%, not 30%, and that they still owed nearly their entire balance

"Our car had a problem with the brakes, and we did n't have the money to afford the payment in cash, and our credit card did not have enough credit limit to make the payment. The person ... offered to contact a lender and immediately we got approved Follow the approval

announcement, the guy asked me my phone number, and I did receive the notification of the approval, and I gave out my bank account information to set up the monthly payments, which we did understand. We thought that the interest rate could n't be higher than 30 % or so. I did ask the guy if they will send the contract detail by mail, and he said that I should be receiving it in two or three days that never happened. Today, since they did not email any statements or detail contract, and we wanted to pay off I contact them, and I was very frustrate and surprise when they informed me that the amount was almost the same after we make several payments that in theory should cover the full amount plus the interest rate of 30 %. We never get the figure of "get money today and pay tomorrow". The terms and conditions were not clear, and we did not get notify in any way. They mentioned today that they sent an email with the contract, but we never got it, and they did not mail any monthly statements or even emails with the information of the payments. Just right now we knew that we have to pay 189.00 % in interest rate, when we expected to pay off the full amount."

Source: CFPB #1465936

# 16. Customer assessed bank overdraft fees despite informing financing company when money will be deposited in account

"I am disheartened with the money manipulation of said v company this is causing stress havoc on bank account with unnecessary bank fees on both sides no decent customer service reps to am end discrepancies an almost 400% rate of repayment. And the heartless manor of NOT HANDLING BUSINESS YET HUSTLING LAYMEN. I was very upfront with them about which days I got o paid yet it proceeded to process the day BEFORE CAUSING BANK FEES AND FEES ON DUVERS END WHICH ARE EXORBITANT . I will proceed to an attorney for resolution Baffled and Betrayed"

Source: Ripoff Report #1277888

# 17. "I'm hoping I can get to the bottom of this nightmare" says consumer after unexpected 189% APR

"My daughter took my car in for repairs and it was suggested to her to apply for financing since we didn't have enough money for the total repaires. After several months of paying for one of the accounts I couldn't understand why it wasn't getting paid off. I realized that after the 90 day period the company started to charge me 189% on a small balance owed. I called into the office and didn't receive any help and then I decided to go online to check if anyone elsse experienced the same problem with this company. I'm hoping I can get to the bottom of this trebble nightmare with this company."

Source: Ripoff Report #1261764

# 18. San Fernando Valley customer shocked at 189% APR rate on AAMCO transmission costing \$3,420 for a \$1,500 loan. Is AAMCO "in cahoots"?

"My wife had to have a Transmission Repaired. She went to AAMCO Transmissions in Los Aeles (San Fernando Valley). After checking her transmission it was decided that it would have to be replaced. Cost for Transmission with 1 year warranty was \$3100.00 She paid \$1600.00 up front and AAM through the company that they say they deal with, DUVERA Financial of Carlsbad CA. After giving AAMCO's mgr all of her Banking Information, he called and said it had

been approved. She had the work done. THEN when given the paperwork from the Finacial Institution, DUVERA, she found out that her payments would be \$285.00 a month for 12 months at the interest rate of 189%...A total of \$3420.00 for a \$1500.00 loan. When she called DUVERAto inquire about the excessive interest rates, the representive told her that since they are a financial instituiton, they can charge whatever interest rate they wanted. The representative did tell her that if she could pay it off in 90 days, there would be ninterest charged. I mailed a check today to cover the \$1500.00 along with a letter telling them that I was going to forward this to the State to see if this is against the law. I am going to go to the AAMCO store where she had the work done to find out if the manager knows about these practises. Maybe AAMCO is in cahoots with them."

Source: Ripoff Report #1192015

19. "NEVER go to Meineke." \$300 payment only reduced principal by \$48. "where the hell has all the payments gone"?

"I was financed by Meineke and they put me with 2 different finance companys but did not tell me any of that information, I happen to see that there are 3 deductions from my bank account. I have already paid off the finance company that I was aware of, so called to find out Duvera has been taking 100.00 a month x 3 months now for loan that is only 500.00; I've paid 300.00 and as of today I still owe 452.00, that is BS where the hell has all the payments gone to, don't ever use this company and NEVER go to Meineke."

Source: Ripoff Report #1155480

20. Late fees and exorbitant interest pile up from "glorified loan shark outfit" that refuses help, starts debt collection harassment, after consumer lost their job due to COVID-19

"I financed my brake repair on 05/17/2019. I paid \$43.72 bi weekly. Mind you this is a glorified loan shark outfit. I realized the finance charge and if I had to do it again i would not. Anyway I now have a balance of \$155 left on the account (total paid in so far \$1000 plus for a \$500 repair job. Due to the Coronavirus I have been unemployed since 3/19/2020. I notifed them immdiately and was told to fax them a letter confirming unemployed which I did. Low and behold now getting calls left and right about payment due. I called them and was point blank told that I have to make the payment and thus a late fee charged as well. I told them what part of no work and no money do they not understand. Representative talked to supposedly a manager and was told no help need to pay. So now not only am I'm being charged late fees on top of everything and probably get reported to Credit Bureau. No telling when all this will end and when my employer is going to be able to open up his doors again. DO NOT FINANCE ANYTHING WITH THIS PEOPLE!!! THEY ARE AS CLOSE TO A LOANSHARK AS CAN BE."

Source: Ripoff Report #1493972

- 21. EasyPay "blatantly ignored" agreement to deduct payments that would pay off loan within 90 days. "The ordeal has triggered my anxiety horribly and I'm having panic attacks."
- "... I got slammed with a big auto repair bill. My mechanic reccomended to me that I take advantage of a 90 day interest-free promotion Easy Pay Finance (aka Duvera Finance) was

offering. I was told that as long as I made the payments within 90 days, I would be all set. I filled out a contract that had me on a schedule with the exact amount written in to take out of my account twice a month in order to get the loan paid off within 90 days. I will admit my niavety here. I have never gone through an organization like this to finance anything and I would have just paid the bill to my mechanic in cash had the offer for an interest-free loan not come about. I didn't get any notification that any of my payments had defaulted, so I assumed this matter was resovled back in October and I forgot all about it. Flash forward to today, February 25th. I got an email stating that I had a payment due for Easy Pay Finance. I figured there must be some kind of mistake and so I called them up. Turns out, they did not honor the contract I had agreed to. I signed a contract agreeing to a certain amount being taken out twice a month to pay down the loan, they blatantly ignored it and had me paying far less and charging me an astronomical amount in interest. Sickened, I paid the balance off with them immediately. They refused to even send me any proof or an email or anything stating that I had indeed paid off the loan. I filed a complaint with the BBB and I am writing this now in hopes that the person reading this may be someone who was smart enough to Google them before signing anything. My strong plea to you would be this -- PLEASE -- do not go through this company. The ordeal has triggered my anxiety horribly and I'm having panic attacks. I intend on seeking damages on this issue and to get back the money they stole from me. These people are theives and they should be in jail. It's amazing that they can continue to operate."

Source: Ripoff Report #1290005

# 22. "Worst decision I made." 98% interest "and I have really good credit." "straight robbery!"

"I regret doing business with this company. Highest interest rates (as in 98% and I have really good credit) and they don't work to get it lowered at all. Worst decision I made and wish I could've avoided altogether but this was the only option available for me to get the purchase completed there and then.

"Please, I beg you, avoid Duvera aka Easypay Finance at all possible cost. I would hate for anyone to have to pay more than needed or over 100% more of what the financed amount was. Financed \$2000, by the end of the contract the amount would be over \$4000.... this is just straight robbery! I wish I could give them no stars!"

Source: Ripoff Report #1483743

# 23. EasyPay being "dishonest," falsely claims payment returned when consumer near Temecula attempts to pay off balance to avoid interest

"On Tuesday February 2nd i made an attempt to pay off a 90 day same as cash loan i attained through EasyPay Finance to the amount of \$1,500 for some auto repairs on December 11th 2020 from Bear Alignment and Brake in Temecula California, the payoff amount was for \$1,389.61so i decided to pay it off to avoid their 58.98% interest rate, they sent me a text message approximately an hour after i authorized the payment stating that the payment had been returned and to call them regarding the matter so i did, the person i talked to told me that that amount was just a special and that since the payment had been returned that i had to now pay the interest on the loan unless i could prove that the money was in my account at the time they tried to retrieve the funds, i have proof that i deposited a large amount of cash into my checking account before i attempted to pay them and that the amount has been my account since, after the conversation i went to my bank, the bank teller directed me to a banker who

informed me that no one had tried to withdraw any money from my account for the amount of \$1,389.61, I've sent several messages to their customer service department and have not gotten any response to this matter, it is clear that they're being dishonest and are trying to force me into paying their extremely high interest rate of 58.98%, my account number is \*\*\*\*\*\*\*\*, please help me."

Source: BBB Complaint, 2/07/2021

#### CONNECTICUT

24. Consumer near Meriden (06450) deceived on payment plan, electronic debits: "they seem to do what they want"; "this company is taking advantage of people ... just setting people up to fail with charging almost 100 % interest rate!!!"

"I took a loan with ... on ... when I need necessary car repairs and had no other options. I signed an agreement and tried my best to make bi-weekly payments of {\$71.00} ... I sent an email to the customer service dept. explaining I was having difficulty making the payments and could they please lower the interest rate or work with me to make smaller payments so I could pay back the money faster. They refused and I have been bombarded with text messages, and calls ever since.

"A recent text message offered me the chance to get my account back on track if I paid {\$10.00} and then set up a once a month payment. I paid {\$10.00} ... and then had set up a payment of {\$100.00} on ... and thought from what the email indicated they would be taking a {\$100.00} payment per month going forward. However, they took {\$71.00} on ... and tried to take the additional {\$100.00} on top of that. I have contacted my bank to stop any further EFT withdrawals from this company as they seem to do what they want and I can not afford to have unexpected withdrawals from my account.

"I feel like this company is taking advantage of people who have no other means of getting assistance to pay for unexpected expenses and are just setting people up to fail with charging almost 100 % interest rate!!!"

Source: CFPB#3279950

### **DELAWARE\***

25. EasyPay continues electronic debits after payment plan fulfilled; reports collection to credit report

"I had to get some work done on my car ... At the time I could not afford the total amount of {\$600.00}.

"The gentleman at the register at ... suggested I finance the amount of the repairs, which I agreed to and signed.

"A couple of days later I receive a call from ... saying that they had purchased the contract from the ... and they would be collecting the payments.

"... and I discussed the terms of the agreement, which we agreed to. We proceeded to set up EFTs through my ... account which I suggested.

"A few day later I received a welcome letter ... reiterating what we had discussed a few days earlier. (See Welcome Letter Attached.) The problem happened after they attempted to continue withdrawing funds from my account via EFTs from my ... Bank Account.

"I call ... asking why they were attempting to withdraw money from my account after the agreement was fulfilled? (See EFTs withdrawn from ... Attached) According to ... that was not the contractual agreement and I owed roughly another {\$600.00} plus, on top of what we agreed to verbally, and in writing referencing the terms via the Welcome Letter.

'[EasyPay] ... has reported this on my credit report as a collection account. Even as per the agreement I fulfilled my financial obligation for services rendered.

"Also, they have consistently called and ask me to make some kind of payment arraignment for the remaining balance.

"Which I have painstakingly told them the obligation has been fulfilled and I have the letter, and withdrawals to confirm I owe nothing."

Source: CFPB#3276549

26. Consumer near Wilmington (19805) has credit badly damaged when the loan they needed to get their car out of the shop came with a 100% interest rate

"The company is charging me 100 percent interest on a loan I had no other option to take to get my vehicle out of the repair shop. I contacted them and they insisted that this was their policy, to charge 100 % interest on an original loan of {\$740.00}. They want upwards of {\$1600.00} in total. I am unable to pay such an amount and they are badly damaging my credit in the process."

Source: CFPB#4311569

#### FLORIDA

27. Pasco County (34669) consumer who "clearly did not understand at the time" the 188.97% rate is told the company was "following FDIC guidelines"

"I am struggling to pay the payment and the interest is {\$8.00} daily. The contract states 188.97 % which I clearly did not understand at the time I signed at the transmission shop ... I tried to ask them to lower the rate and the representative stated the were following FDIC guidelines and that they could not lower the rate."

Source: CFPB #4350814

#### GEORGIA

28. Jonesboro (30236) consumer disputes account they did not open, gets no response

"I disputed the account and ask that they validate this account, and they fail to respond to the action. The law states they have 30 days to do so if not or over the 30 days this account must be removed from the credit file and in this case, they fail to respond to the matter. It has been over 30 days with no response, and I did not open or authorize this account, and I therefore request

that it be closed immediately. By the federal law requirement this account must be removed because you do not have proof or any evidence to support this matter and failure to respond."

Source: CFPB #5067618

#### **ILLINOIS**

29. At 151%, military Chicagoan (60644) already paid \$2,300 for \$1,500 loan, still owes \$1,300

"I had a costly auto repair. The repair shop I took my vehicle to listed ... as an accepted form of payment. I applied online in ... because I thought I had a fair credit score. I was approved for an amount that exceeded the cost of the repair, the amount was {\$1500.00}. I have since made twenty three payments totaling {\$2300.00}. The payment amount to payoff the remaining debt is {\$1300.00}. The interest rate is 151 %. I currently make payments biweekly of {\$100.00}."

Source: CFPB #3501880

30. Senior near Hazel Crest (60429) who refused electronic repayment and was paying by money order faces overdraft after illegal withdrawal: "Im a seniors citizen living on a monthly budget wherefore, I can not afford my checking account to be overdrawn."

"I went to ... to have the brakes on my ... replace. I was informed by the Shop Manager that all four must be replaced as well as the Rotor which will cost approximately {\$940.00}. I informed the Manager that I only was able to afford to have the front brakes did. They reply by inviting me to a 90-days interest-free cash payment. Or 12 month I agreed ... I didnt realize that I was being schemed until my alleged new brake pads and rotors were squeaking I couldnt understand why this was happening. I took the car back and showed the General Manager how they deliberately downloaded my miles, they did honor that and replace both the brakes pads and rotors. My primary complaint was this company that finances the balance of the bill, my agreement was that I will make my payments by money order only I do not have any of my creditors to automatic withdraw payment from my account...

"... [They] illegally withdrew from my bank account {\$80.00} ... which at that time caused my account to be overdrawn. Im a seniors citizen living on a monthly budget wherefore, I can not afford my checking account to be overdrawn. According to their monthly statement, the customer has an option to enroll in automatic payments from either your checking account or debit/credit card. I refused to participate. After researching my rights and how I can begin legal action against this company for violating my privacy and attempting to steal my identity to gain access to my bank account. That when I also discovered I was being overcharged interest rate. I didnt realize they were in violation of the Illinois payday loans interest rates laws. I informed ... that I appreciate if they would return the funds right away which per my conversation ... I was informed to fax a copy of the bank transaction which I did. Today ... they inform me my funds won't be available for at least 6-10-days. I requested 48 hours. They went into my account electronically they can refund my account electronically."

# 31. Consumer in Chicago (60644) promised 21% interest rate after first 90 days, later finds out they are being charged 199%

"I signed up for a financing company to finance engine work done to my car. When i was signing up i was told that the have a 90 day pay off before they apply interest rates. I was also told that it would be 21 % after i signed up. I made 4 months of payments and ... i was informed that i have a 199 % interest rate which i never agreed on or signed up for. I was never informed or it was never documented that i would have that interest rate."

Source: CFPB #2566311

#### MARYLAND

32. Clinton consumer realizes rate is 169%, illegal in Maryland. "No one could ever pay this off!"

"I was making payments on this account and began wondering why the balance wasn't going down. I reviewed the contract and realized the interest rate is 169 % which according to Maryland Law, is illegal. This interest rate needs to be reduced. No one could ever pay this off!"

Source: CFPB # 5331473

### **NEBRASKA**

33. Omaha consumer furloughed by COVID made all payments on Midas tires, but payoff attempt refused over surprise \$400 in interest

"I financed 4 tires At the midas location of 76 and dodge Street in Omaha Nebraska on March 28. I have made all of my payments on time. I received a phone call from an easy pay representative on June 26 2020. She asked me if I've been affected by COVID-19. I told her yes I have been furloughed home from work and not receiving 100% pay. She offered to let me skip payments which I declined because I wanted to get this paid off as soon as possible. Then the representative offered to extend my promotional. Another 30 days allowing me to make payments and pay the pay this off without interest. I have made payments every two weeks, August 18 to pay it off. I was told at that time that my promotional offer ended on August 6 and they are now trying to charge me over \$400 in interest. I told them that I was told I would have a notice sent to me regarding the end of the new promotional end date. I spoke to three different managers who have all declined to allow me to pay the tires off as is. Easy pay finance has stated that they do not send any type of statements or notices to customers of any sort. I explained that I was affected by COVID-19 severely, especially financially and that I cannot afford to pay over \$400 in interest at this time and that it's bad practice for them not to send their customers any type of statements on a regular basis. I offered to pay off my balance of \$153.89 on August 18 but they declined stating I have to pay the full amount of that plus the interest. The last supervisor I spoke to today on August 27 stated that they were kind enough to extend The no interest promotion until August, which is 30 days more than the original promotion. I explained that this is ludicrous, poor practice and price gouging when they know that I was affected by COVID-19 financially. I told him I had every intention to pay it off in August like I told the representative who contacted me back in June."

Source: BBB complaint, 8/27/2020

# **NEVADA\***

34. Las Vegas (89145) consumer loses interest-free deal over one returned payment.

"I applied for help with car repairs. You have 90 days to pay off with no interest on the loan. The loan company left out that if payment is return all the interest roll back on your account. My bank return a payment to them. But with in week the company put back though my account. It was payed. So check my balance. because this month. I was paying off. I only owed {\$300.00} dollars. Because the return check they throw out the deal charge me all that interest and fee. They told me it was void out. I told no body told me that. She said its in my paper work. I didnt know that. Thats how they make there money. Thats not fair. I will never deal with this company again. I have been on time with my payed. This was the first time. This company sucks don't care about there customers. This company suppose help you not harm you. Now am owing {\$420.00}. This is not fair. They should be shut down just paid loans."

Source: CFPB #3126839

35. Consumer left with loan bigger than cost of repair is paying 96% interest plus, hidden \$40 admin fee, on unwanted store credit; vows to "warn people about their unscrupulous business practices"

"I brought my car ... for a smog check and supposedly it didn't pass ... I was told it would cost \$143.00 to fix. I told them I didn't have the money and asked if there was something else that could be done so it would pass the smog test. Chevy said they could extend me credit with their finance company well I was caught between a rock and a hard place because I needed my registration tags, so I agree to finance the repair. After they had ordered the part and gave me a receipt for \$350.00 on services that had not been done (and mind you the repair was supposedly to only be \$143.00) they told me they would call me the next day and so I waited all that next day for their call and finally ended up just calling them myself and was told they were just getting ready to call me. Fast forward to the difference of \$145.00 store credit which of course I will not use because I don't trust them. Apparently, the myeasypayfinance.com finance company has a 90 day no interest and they charge a \$40.00 admin fee right off the bat unbeknownst to me and after that they charge a 96% interest finance charge. Which would mean that at the end of two years I will have paid a total of \$798.00 for a \$145.00 questionable repair. and I will be also paying inter on a \$145.00 credit. That's highway robbery! Granted they have a signed contract, which of course is legally binding. That's called Loan Sharking and it should be illegal! I will do everything in my power to warn people about their unscrupulous business practices."

Source: Ripoff Report #1345919

### **NEW JERSEY**

36. "Outrageous 152% interest" means \$3,600 payments over 2 years reduced loan by only \$500. "I never knew what was happening to me" says Jersey City (07304) consumer

"... [EasyPay] has been charging me outrageous 152 % interest rate for the last 2 years on the amount of {\$1600.00} loan. They have debited my bank account over {\$3600.00} for the loan amount of {\$1600.00}. The balance is still {\$1100.00} which means they have charged me {\$3100.00} interest on {\$500.00}!!!! The mode of financial fraud is that they never sent me any monthly or yearly statement, so I never knew what was happening to me. How many other people have been ripped off by ... no one knows. Once I called today the ... told me about that. The loan applied at auto repair store ....

"The ... kept on secretly and silently charging my account."

Source: CFPB #3544735

37. Credit report shows past due loan consumer did not agree to, at rate not properly explained; \$1,500 bill has "ballooned" to over \$7,000

"Duvera Financial has been reporting my account as past due monthly although this account is in the collection phase. I have complained previously about predatory lending practices such as excessive calls and being harassed about a debt that I did not agree to. The interest rate and continuous fees were not explained to me properly and I feel that this lender should not be in business. The bill of {\$1500.00} has ballooned to over {\$7000.00}. In this climate, those fees are ridiculous. In addition, the account is being reported as open and past due with is incorrect. Please remove this account from my credit report."

# NORTH CAROLINA

38. 130% APR not disclosed until after Mount Olive (28365) consumer's transmission repair

"I took my car to a place to be repaired. I needed a transmission. I applied for credit to get the repairs done and when it was approved and the amount, it did not have the interest rate on the paper at the time. I had no idea what the interest fee would be until my car was repaired and ready to be picked up ... I will be paid back over {\$6000.00} by the end of the 24 months. My credit was not perfect but this amount is ridiculous, and they do not disclose the interest rate until after the car is completely repaired because they know SOME people need their transportation, and this allows repairs to be done in a way that seems easier for people with not so perfect credit."

39. Newell (28213) consumer protests "accounts on my credit report that are not mine"

"There are ... accounts on my credit report that are not mine DUVERA BILLING SERVI {\$2000.00} ... {\$450.00} ... {\$420.00} ... {\$370.00} .... "

### PENNSYLVANIA\*

40. Consumer regrets not immediately selling car, as amount of payment going to principal was "really low and quite unexpected... I will be paying this loan forever and keep getting deeper in."

"The amount of money going toward the principal was really low and quite unexpected. I paid {\$1200.00} over 3-4 months and only {\$400.00} went toward the interest. Now it is after the first 100 days and the interest rate went up to 114 %. I will be paying this loan forever and keep getting deeper in. They take {\$140.00} every other Friday on a ... loan! The final payback amount is {\$3800.00} at this rate. No one told me when I went to the mechanic shop that I should just go sell my car. Even after the repair my car ended up having another \$ ... repair a few months later and with more knowledge, I went right to a dealership and sold it as it. No repair. No additional loan. So now I have a new car and new car note of {\$400.00} but have to pay {\$310.00} a month on this ( {\$700.00} a month if I want to avoid the predatory interest )."

Source: CFPB #3573868

# SOUTH CAROLINA

41. Verbal payoff agreement satisfied immediately by Charleston (29407) consumer, but still later contacted for \$1,900 in accrued interest; no response to credit report disputes

"Took our loan of {\$2500.00} with biweekly payments of {\$130.00} to pay for transmission through ... who uses a company called easy pay to finance. We struggled to make these payments biweekly and were able to come up with the payoff amount given verbally of {\$2400.00} in ... We then starting receiving messages around ... that the interest had continued to accrue as we did not pay the entire amount off despite being quoted that. We attempted several times to settle but the amount wanted was too high. Now they are asking for over {\$1900.00} just in interest payments. I have sent three debt validation letters with no response, the last with the address given on my credit report, the letter was returned address not known, unable to forward. We never wanted to finance a transmission and could not afford to do anything but finance due to transportation needs. This company took advantage of us, we called and were given a payoff amount the money was immediately sent."

### **TEXAS**

42. Payments taken out of bank account but not applied to balance; Harris County (77389) consumer left on hold for hours

"The company we applied for a loan for a car repair says that they havent received a payment for 45 days, at least, when we have made multiple payments. Its not being reported to my credit account and the payments are going through without fail. We have contacted ... ( which is owned by Duvera ) and told them this but in the past we were put on hold for up to three hours without being connected to someone and we hung up out of pure frustration. When last contacted we were told that the account is past due even when they had charged us the day they contacted us and days prior."

Source: CFPB #3246259

### **VIRGINIA\***

43. Virginia Beach (23464) borrower "told them i was a service member," but still charged 96% APR, still owes most of original loan after two years

"i am an ... service member, and i had a transmission go out in my vehicle. i took my truck to a local shop to have the transmission fixed. the company had companies that they had that would give you a loan to pay for the repairs since i could n't afford it at the time, and i got approved with duvera. after a couple of statements, i saw that i was getting charged nearly 96 % APR and that was outrageous. i call the company and told them i was a service member and that i could n't get charged that much for APR and they said they would fix it but nothing has happened. i opened the account ..., 2015 and after 2 years I 've only been able to pay down about ... dollars from my original loan and its been 2 years. i still owe about 80 %."

Source: CFPB #2770607

- 44. Military consumer in Arlington reported as delinquent when paid in full; fears retaliation for paying in full to avoid exorbitant interest that is illegal in Virginia
- "... I obtained an installment loan ... to fund my vehicle repair ... The loan was advertised as 90 days same as cash with no interest or prepayment penalty but with an APR of 119 %. While the interest rate was unreasonable, I could not afford to pay the {\$1200.00} repair at the time and urgently needed my vehicle for work, ... school and to take my kids to school and other places, so I took the loan. The loan was disclosed to have semi-monthly payments of {\$69.00} over a 48 month period that were required to be auto payments.

"The first payment processed on ... and subsequent payments were made via auto payment twice every month. While all payments were made and processed including extra and irregular payments ... has reported to the credit bureau that the account is past due 30 days.

"The fact is that the account is actually paid in Full. While I have attempted to resolve this in phone calls with ... but have been unable to do so.

"I have been retaliated upon for I believe paying the account off in full and avoiding the exorbitant and illegal interest (according to Virginia ... interest rate on consumer installment loans is 35 %).

"... [EasyPay] has deleted my online account access and refuses to update the account status to paid in full based on my last payment of {\$1400.00} on ...."

### **WASHINGTON\***

45. After husband lost job, Pierce County (98375) consumer accepted payment plan, but shocked that "payments I have been consistently making, have not even touched the principal balance... This simply can not be legal."

"My transmission needed repair ... and the cost was \$\\$3200.00\}. I needed financing for \$\\$1500.00\}, and ... approved me through the transmission repair company ... My payments were set to be \$\\$280.00\} which I said I could not afford, and ... verbally told me they would work with me after I made a successful payment. My husband then lost his job, and when I called ... they would not negotiate and I could not make my payments ... emailed me with a one time offer of reducing my payments to \$\\$150.00\}. I called and accepted. Although my husband still has not returned to work, I have been saving my money to pay off this debt. I called ... today, and was shocked to learn that the \$\\$150.00\} payments I have been consistently making, have not even touched the principal balance. Even worse, the payoff balance is \$\\$2000.00\}. I offered to settle, and the customer service rep told me to " make an offer ". I offered \$\\$1400.00\} and that was rejected with their counter-offer of \$\\$1700.00\} which I do not have. I have paid \$\\$1700.00\} in financing fees ... I want to get rid of this debt. Attachments are included. This simply can not be legal. Thank you for any help."

Source: CFPB #2634477

#### WISCONSIN\*

46. Milwaukee (53212) consumer surprised by pay back amount, now on his credit report

"I need help getting my my car fix and the repair man advised me to take out a loan. and I only got ... now they want me to pay back ... Now it is on my credit report."

Source: CFPB #4749014

\* \* \*

<sup>\*</sup> EasyPay Finance's website confirms that it is lending through TAB Bank in Alabama, Arkansas, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Jersey, New York, North Carolina, Ohio, Oklahoma, Rhode Island, South Carolina, Tennessee, Texas, Vermont, West Virginia, Wyoming. The website indicates that financing in other states is "administered" by EasyPay; any TAB Bank involvement is unclear. EasyPay may be operating under either the state's lending statute or its retail installment loans act in some of those states.

- \*\*The CFPB's complaints database uses the "servicemember" tag for complaints submitted by or on behalf of a servicemember, the spouse or dependent of a servicemember, and anyone who previously served and is a veteran or retiree.
- \*\*\* EasyPay Finance's store locator includes California locations, but the website states: "No California loans currently available. If applicable in the future, California loans made or arranged pursuant to a California Finance Lenders Law license."