From:	lee
To:	Office-of-the-Secretary
Cc:	InnerCity Press
Subject:	Early as possible comments in opposition to the application by OppFi, high-cost lender, to become a bank holding company by acquiring disparate BNC National Bank
Date:	Wednesday, April 29, 2026 11:56:31 PM

NONCONFIDENTIAL // EXTERNAL

April 29, 2025

Via E-mail to Office-of-the-Secretary [at] frb.gov

Board of Governors of the Federal Reserve System
Attn: Chair Powell, Secretary Misback
20th Street and Constitution Avenue, N.W.
Washington, DC 20551

Re: Early as possible comments in opposition to the application by OppFi, high-cost lender, to become a bank holding company by acquiring disparate BNC National Bank

Dear Chair Powell, Secretary Misback:

On behalf of Fair Finance Watch, this is opposition as early as possible to the applications of high-cost lender OppFi to become bank holding company by acquiring and to acquire BNC National Bank.

To allow this high-cost lender to become a bank holding company would be a new low for the Fed.

For the record on this application:

"OppLoans carry higher rates of 99% to 195%, according to OppFi. Although the loans are offered in California through an online platform OppFi runs, its partner FinWise Bank of Utah handles origination. OppFi has argued California's rate caps don't apply to an out-of-state bank like FinWise, so the OppLoans it offers can legally exceed them." Law360 (February 25, 2026)

Now they want to acquire a national bank? Public hearings are necessary.

Also for the record: BNC National Bank has a disparate lending record. In fact, nationwide in 2024, BNC National Bank made 89 home mortgage loans to whites and NONE to African Americans. In Arizona, it was eight loans to whites, none to African Americans.

Evidentiary hearings should be held; and on the current record, the proposal should not be approved. Please immediately send all requested information -- including as soon as it is available a complete copy of the application -- and responses and questions to the applicants and their answers by e-mail to lee@fairfinancewatch.org and innercitypress@gmail.com -- and if also by regular mail, to Matthew R. Lee, Esq. Fair Finance Watch c/o Matthew R. Lee Esq, PO Box 130222, NYC NY 10013. Please also confirm receipt of this formal submission. If you have any questions, please immediately telephone the undersigned, at (718) 716-3540.

Very Truly Yours,

Matthew Lee, Esq.
Executive Director
Inner City Press/Fair Finance Watch

From: lee
To: Office-of-the-Secretary
Cc: InnerCity Press
Subject: First Comment Opposing Proposal by OppFi Inc. to Become a Bank Holding Company through Acquisition of BNCCORP, Inc. and BNC National Bank (Glendale, AZ) - in light of lack of transparency on Enova''s Grasshopper Bank Application, necessitating a FOIA la...
Date: Monday, June 15, 2026 7:40:35 PM

NONCONFIDENTIAL // EXTERNAL

June 15, 2026

Via E-mail to Office-of-the-Secretary [at] frb.gov

Board of Governors of the Federal Reserve System

Attn: Chair Warsh and Secretary McDonough

20th Street and Constitution Avenue, NW

Washington, DC 20551

Via FedEZFile

Re: Comment Opposing Proposal by OppFi Inc. to Become a Bank Holding Company through Acquisition of BNCCORP, Inc. and BNC National Bank (Glendale, AZ) - in light of lack of transparency on Enova's Grasshopper Bank Application, necessitating a FOIA lawsuit, Request for Public Hearing

Dear Chair Warsh and Secretary McDonough, Governors:

Fair Finance Watch (FFW), Inner City Press (ICP) and I submit this timely comment opposing the application of OppFi Inc. to become a bank holding company through its proposed acquisition of BNCCORP, Inc. and its wholly owned subsidiary, BNC National Bank, a nationally chartered commercial bank headquartered in Glendale, Arizona.

OppFi has said that regulatory approval is required from the Federal Reserve Board, to which these comments are submitted even prior to application. FFW respectfully requests that the Board deny the application, or in the alternative hold public hearings before taking any action, on the grounds set forth below.

These requests are made in the context of the Board's lack of transparency on the pending, somewhat similar application by Enova to acquire Grasshopper Bank. There, FFW commented early. But the Board withheld all substantive portions of its February 2, 2026 Additional Information letter to Enova. Inner

City Press requested all segregable portions under FOIA; this was denied. Inner City Press appealed; this was denied. Having no other choice, I filed a FOIA lawsuit in SDNY, Lee v. Board of Governors of the Federal Reserve System (1:26-cv-04556) District Court, S.D. New York. The Complaint was signed for by the Fed on June 9, and on June 10 I emailed a courtesy copy to the Board's Legal Division, asking that a notice of appearance be made and the merits reached asap. Five days later, nothing. Nothing at all. So this early comment.

I. OPPFI IS A DOCUMENTED PREDATORY LENDER — NOT A COMMUNITY BANK PARTNER

OppFi — operating as "OppLoans" — has charged consumers interest rates of up to 195-198% APR on personal installment loans. This is not a disputed characterization. It is documented in federal and state enforcement records, academic research, and OppFi's own SEC filings.

The District of Columbia Attorney General sued OppFi in April 2021, alleging it provided predatory high-interest loans to DC residents at up to 198% APR, more than eight times DC's 24% usury cap. OppFi settled for over $2 million — paying $1.5 million in refunds to more than 4,000 DC consumers, waiving over $640,000 in outstanding interest, and agreeing to stop making loans above DC's legal rate cap. The California Department of Financial Protection and Innovation filed its own complaint against OppFi for operating an illegal rent-a-bank scheme to evade California's 36% rate cap.

OppFi's model has been described by state regulators, and Ohio state Senate testimony as a "rent-a-bank scheme." Under this scheme, OppFi partners with an out-of-state bank (most recently FinWise Bank, a Utah-chartered bank with no state interest rate cap) to originate loans at rates far above what most states permit, then acquires 95% or more of each loan through a participation agreement. The bank is nominal; OppFi holds the economic interest and the risk. Courts and regulators have recognized that OppFi is the "true lender" in these arrangements.

The purpose of this acquisition is transparent: by purchasing BNC National Bank's national bank charter, OppFi eliminates its need for a rent-a-bank partner and acquires directly the preemption authority it has been renting for years. OppFi CEO Todd Schwartz stated explicitly that the deal "simplifies and strengthens our compliance and risk management" — the compliance burden being the ongoing regulatory and litigation pressure on rent-a-bank schemes in California, Illinois, DC, and other states. The Federal Reserve should not approve an application designed primarily to legitimize a business model that state regulators have successfully challenged as predatory.

II. THE ACQUISITION RAISES SERIOUS CRA CONCERNS

The Community Reinvestment Act requires the Federal Reserve to evaluate an applicant's record of meeting the credit needs of its communities, including low- and moderate-income neighborhoods. OppFi's record is not a CRA record — it is a predatory lending record.

OppFi loans carry APRs averaging approximately 160%. The CRA, at least for now, does not define community credit needs to include triple-digit-APR personal installment loans. Consumers who borrow at 160% APR are not having their credit needs met — they are being trapped in debt at rates that no mainstream financial institution would charge. OppFi's own documentation of its loan portfolio shows that these loans are concentrated among borrowers with limited alternatives — exactly the non-prime, LMI borrowers the CRA is designed to protect.

III. THE CHARTER ACQUISITION IS DESIGNED TO EVADE STATE CONSUMER PROTECTION LAWS

Federal preemption doctrine allows a nationally chartered bank to export the interest rates of its home state to borrowers in other states. OppFi's acquisition of BNC's national bank charter would give OppFi — currently subject to ongoing regulatory scrutiny and litigation in California, Illinois, DC, and elsewhere — the same preemption authority it has been renting from FinWise Bank. The Bank Merger Act and the Bank Holding Company Act do not authorize the Federal Reserve to approve a transaction whose primary purpose is to help a predatory lender escape state consumer protection enforcement.

The Board should scrutinize whether this transaction serves any legitimate banking purpose that could not be accomplished without acquiring a nationally chartered bank. The answer in this case is no: the business purpose is preemption, the means is charter acquisition, and the beneficiary is a lender with a documented history of charging 160-198% APR to borrowers who have no other options.

IV. MILITARY LENDING ACT CONCERNS

OppFi has been alleged to violate the Military Lending Act (MLA), which caps interest rates at 36% APR for active-duty service members and their dependents and prohibits mandatory arbitration clauses. Loans issued at 160% APR inherently risk MLA violations if made to covered borrowers. The Federal Reserve should require OppFi to demonstrate full MLA compliance in its existing loan portfolio before approving it to become a bank holding company with authority to lend nationwide under OCC preemption.

V. REQUEST FOR PUBLIC HEARING AND PRODUCTION OF RECORDS

Fair Finance Watch respectfully requests that the Federal Reserve:

1. Deny the application of OppFi Inc. to become a bank holding company through acquisition of BNCCORP, Inc. and BNC National Bank, on the grounds that the acquisition is inconsistent with the public interest, is designed to evade state consumer protection laws, and reflects a record of predatory lending incompatible with CRA obligations;

2. In the alternative, hold public evidentiary hearingsbefore taking any action other than summary denial on the application;

4. Require OppFi to produce records of all state and federal regulatory actions, consumer complaints, and litigation related to its lending practices;

5. Extend in advance the public comment period to ensure adequate time for community organizations, consumer advocates, and affected borrowers to be heard; and

6. Provide Fair Finance Watch with notice the moment the application is filed so that it can more formally request it under FOIA.

FFW will submit additional comments as the record develops. Please immediately send all requested information -- including once it is receieve a copy of the portions of application for which confidential treatment is not requested -- and responses by e-mail to lee@fairfinancewatch.org and innercitypress@gmail.com -- and if also by regular mail, to Matthew R. Lee, Esq. Fair Finance Watch c/o Matthew R. Lee Esq, PO Box 130222, NY NY 10013. Please also confirm receipt of this formal submission. If you have any questions, please immediately telephone the undersigned, at (718) 716-3540.

Respectfully submitted,

Matthew R. Lee, Esq.

Fair Finance Watch / Inner City Press

July 15, 2026

Submitted Via Email

The Honorable Jonathan Gould
Comptroller
Office of the Comptroller of the Currency
400 7th St., SW Suite 1E-216
Washington, DC 20219

The Honorable Kevin Warsh
Chairman
Board of Governors of the Federal Reserve
20th Street and Constitution Avenue NW
Washington, DC 20551

The Honorable Travis Hill
Chairman
Federal Deposit Insurance Corporation
550 17th Street NW
Washington, DC 20429

Dear Comptroller Gould, Chairman Warsh, and Chairman Hill,

We, the undersigned Attorneys General, write to raise our serious concerns about the possibility of granting bank privileges to high-cost lenders and other nontraditional entities without adequate safeguards to protect consumers, investors, and the financial system.

In the past year, there has been an increase in both online lenders moving beyond bank partnerships and seeking to become banks themselves, and fintech companies applying to enter the banking system, including cryptocurrency exchanges and payment platforms. Approval of these charters would mark an undeniable shift in the types of entities that enter our national banking system, and it should be cause for alarm. Some of these companies engage in high-risk practices that threaten both consumers and the stability of the financial system. Two such applicants have a history of lending at triple-digit interest rates in violation of state laws. They now seek to become national banks with the ability to circumvent state interest rate limits and other state consumer protections. Allowing such companies into the national banking system without guardrails empowers and incentivizes predatory lending and needlessly leaves consumers vulnerable to harm.

As state enforcers, we are often the first line of defense and have historically detected dangers to consumers and the financial system before the full extent of the harm came to fruition. We sounded the alarm about subprime mortgages well in advance of the 2008 financial crisis because we saw first-hand the types of unsustainable loans being made in our states. Now, we sound the alarm again. As the regulators that manage national bank charters, bank holding companies, and deposit insurance, you collectively determine who is allowed access to national banking privileges and what responsibilities and conditions they must meet. We urge you to prohibit such access to entities that have a track record of brazenly attempting to evade state law and disregarding consumer protections.

I. Granting National Bank Privileges to Predatory Lenders Severely Erodes State Autonomy and Consumer Protections.

Nearly every state in the union has long sought to protect its residents from high-interest lending. Forty-five states and D.C. have interest rate caps on small to mid-size installment loans; 36% is a widely accepted maximum rate for very small loans, with lower maximum rates for larger loans.[1] This unequivocally demonstrates the will of the people — regardless of political party — to prevent unaffordable lending. These laws are in place to help ensure that borrowers can afford to repay their loans. In their absence — or when preempted — lenders are free to engage in riskier lending without regard for consumers' ability to repay the loan by using excessively high interest rates to ensure they can still profit even if the borrower defaults.[2]

Some high-cost lenders often evade state interest rate caps by relying on rent-a-bank schemes. For instance, Enova and OppFi each currently partner with banks that are chartered primarily in states with no interest rate caps and offer loans with interest rates reaching 195% and beyond.[3] These arrangements are deliberate efforts to avoid state usury laws and to extract profit from those that are in desperate need of money. Rent-a-bank schemes, however, do not provide guaranteed avoidance of state laws as these arrangements can be challenged.[4] To avoid any challenge and have full access to national banking privileges, these very lenders are now seeking national bank charters, which would allow them to lend across the country without any interest rate caps and without the need for rent-a-bank partnerships and the legal hurdles that accompany them.

Federal supervision and enforcement are no substitute for state interest rate limits, which are the most effective way to protect consumers from unfair, abusive, and unaffordable loans in the absence of a national interest rate cap. By acquiring national banks, high-cost lenders would succeed in unlocking the benefits of the national banking system for the express purpose of expanding their predatory lending strategies to the national stage and circumventing the interest rate caps of 45 states and D.C. Granting these companies' applications would not only reward the outright evasion of state laws and hinder states' abilities to protect their consumers, but it would also invite other high-cost lenders to seek their own bank mergers — or form rent-a-bank arrangements with these newly chartered banks to spawn even more predatory lending schemes.

[1] National Consumer Law Center (NCLC), State Annual Percentage Rate (APR) Caps for $500, $2,000 and $10,000 Installment Loans (Dec. 2025).
[2] NCLC, Predatory Installment Lending in the States: How Well Do the States Protect Consumers Against High-Cost Installment Loans? (Dec. 2025); NCLC, Misaligned Incentives: Why High-Rate Installment Lenders Want Borrowers Who Will Default (July 27, 2016).
[3] *See, e.g.,* OppLoans, Rates, Terms and Licenses, https://www.opploans.com/rates-and-terms/ (last visited May 20, 2025) (showing loans at up to 195% APR).
[4] For instance, rent-a-bank partnerships have drawn legal challenges over whether the fintech partner is actually the true lender operating in these arrangements, hiding behind a sham partnership with the "rented" bank. *See, e.g., Opportunity Financial, L.L.C. v. Hewlett*, No. 22STCV08163 (Cal. Super. Ct.); *Dist. of Columbia v. Elevate*, 554 F. Supp. 3d 125, 132 (D.D.C. 2021).

Granting national bank privileges to predatory fintechs would also irreparably harm consumers. These kinds of lenders specifically target the financially vulnerable and further trap them in cycles of debt. They market high-interest products to borrowers with damaged credit.[5] Loans are extended despite borrowers' inability to repay, and as a result, borrowers frequently refinance and default.[6] This is built into the business model — due to the high interest rates charged, lenders recoup the initial loan amount quickly and sufficiently profit even when extraordinarily high portions of borrowers ultimately default.[7] Lenders walk away profiting from those they know are financially desperate, and borrowers end up owing more in interest and fees alone than what they initially borrowed. Consumers are further entrenched in a cycle of high-cost borrowing, exacerbating their financial instability and the corrosive stress of debt. Allowing high-cost fintech lenders to become national banks would lead to more consumers becoming burdened with unaffordable loans while simultaneously crippling our ability to enforce the state laws intended to protect consumers from these debt traps.

II. Granting Charters to High-Cost Lenders and Emerging Nontraditional Companies Endangers Safety and Soundness and the Stability of the Financial Marketplace.

Expanding banking privileges to high-cost lenders not only undercuts consumer protections and state laws but also is fundamentally inconsistent with principles of safe and sound banking. Bank acquisitions like those proposed by Enova and OppFi would convert a nonbank, high-cost lender into a national bank and a bank holding company. The role of the prudential regulators is paramount in ensuring the safety and soundness of the U.S. banking system. Regulators are tasked with determining the risk posed to consumers and the financial system in their assessment of whether companies like Enova and OppFi should be allowed to enter the banking ecosystem.[8] Enova and OppFi's history of high-cost lending and flagrant efforts to evade applicable laws render such applications inconsistent with the standard for approval under the law and approving them would undermine the integrity of the national banking system.

As noted above, high-cost fintech lenders like Enova and OppFi do not adequately ensure that borrowers have the ability to repay their loans. Consequently, they have high default and charge-off rates. Enova has charge-off rates over 50%.[9] Charge-off rates anywhere close to that level have never been tolerated in a national bank.

[5] *See, e.g.,* OppLoans, Loans for Bad Credit, https://www.opploans.com/personal-loans/bad-credit-loans/ (last visited May 14, 2026); NetCredit, Loans for Bad Credit, https://www.netcredit.com/bad-credit-loans (last visited May 14, 2026).

[6] Center for Responsible Lending, Lost Opportunities: How OppFI Traps Borrowers in Unaffordable Debt (Jan. 27, 2026).

[7] Carter, C., Saunders, L., & Saunders, M. (2016), *Misaligned Incentives: Why High Rate Installment Lenders Want Borrowers Who Will Default*, National Consumer Law Center, https://www.nclc.org/wp-content/uploads/2022/09/report-misaligned-incentives.pdf.

[8] For instance, the Federal Reserve Board is required to consider "the extent to which a proposed acquisition, merger or consolidation would result in greater or more concentrated risks to the stability of the United States banking or financial system." 156 12 USC § 1842(c)(7).

[9] Pew Charitable Trush, Rent-a-Bank Payday Lenders' New Filings Show 55% Average Loss Rates (Jan. 9, 2023).

Currently, high-cost rent-a-bank loans are issued by a small number of FDIC-supervised banks primarily chartered in states without interest rate limits. Losses on loans made by lenders renting state bank charters are over 25 times higher than bank credit cards,[10] raising serious questions about whether high-cost lenders like Enova and OppFi could fulfill national bank charter obligations if they are allowed to become national banks themselves. For example, the FDIC's Standards for Safety and Soundness require banks to "establish and maintain prudent credit underwriting practices," "make an informed lending decision and to assess risk," and "assess the ability of the borrower to repay the indebtedness in a timely manner."[11] Annual loss rates over 50% suggest that it would be difficult for such a lender to operate "in a safe and sound manner" required by federal banking rules,[12] yet Enova and OppFi, with the help of their state-chartered bank partners, are making loans with such high losses today. Similarly, these high-default products — which are the core of these companies' business models — plainly cannot be reconciled with the prudential regulators' 2020 Interagency Lending Principles for Offering Responsible Small-Dollar Loans, which provide that, "[r]esponsible small-dollar loan programs generally reflect . . . [a] high percentage of customers successfully repaying . . . in accordance with original loan terms, which is a key indicator of affordability . . . and appropriate underwriting."[13]

In addition to charter applications from high-cost lenders, we are also alarmed by the extension of banking privileges to cryptocurrency firms and other emerging platforms. National trust charters and industrial loan charters should not be used as a regulatory shortcut to avoid state laws and state supervision while sidestepping the responsibilities and protections of traditional bank charters, including systemic risk management and regulatory oversight. Such expansion will amplify risk and instability to the financial system by embedding these risky business models into the fabric of the financial system. It will also trigger a race to the bottom, incentivizing other institutions to seek similar arrangements and threatening to destabilize the entire financial system.

Banking charters come with enormous privileges and benefits, including access to federal payments rails, the discount window, and emergency credit facilities, as well as exemption from certain state law protections. Opening the door to such benefits without corresponding safeguards exacerbates the excessive risk and experimentation of these entities and puts consumers and the banking system in danger. It also inappropriately broadens what constitutes a "bank" and undermines the credibility of the banking system. It is questionable whether many of these companies could meet the standards required by federal law for a traditional bank charter, including the threshold requirements to operate in a safe and sound manner, maintain sufficient capital, sustain profitability, and have a robust compliance management system that adequately identifies risks and ensures that the company is complying with its legal obligations. Further, allowing companies with higher risk profiles — such as companies issuing stablecoins that could scale to trillions of dollars or offering new risky financial products — to access banking privileges while avoiding the obligations that justify such privileges, introduces systemic risk

[10] *Id.*
[11] 12 CFR § 364.
[12] *See* 12 CFR § 5.20(f).
[13] Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation, National Credit Union Administration, Office of the Comptroller of the Currency, Interagency Lending Principles for Offering Responsible Small-Dollar Loans (May 2020).

without the corresponding safeguards, deposit insurance, or resolution mechanisms that protect consumers and the market when traditional banks fail.

Approving these charters prevents states from enforcing certain critical state-level consumer protections but also permits these entities to hold themselves out to the public as banks and benefit from the privileges and trust reserved for banks without the corresponding responsibilities. Traditional banks with community reinvestment programs, robust compliance infrastructures, and comprehensive consumer protections may also face a competitive disadvantage when compared to companies operating under an alternative charter while enjoying comparable market credibility.

While streamlining, efficiency, and innovation are important goals, it is critical that our federal regulators do not approve banking privileges for companies and products that undermine safety and soundness, consumer and investor protection, market integrity, financial stability, and oversight. Reducing friction cannot come at the expense of state protections and the ability of states to enforce their laws. Novel companies and products need more supervision and oversight — not less — to adequately review risk and protect consumers and the banking system from harm. Regulators must ensure that there are adequate guardrails to protect consumers, investors, and the structural integrity of the financial marketplace before allowing new types of entities to access national banking privileges.

Given the implications of these new charter applications for consumers and the broader economy, we ask that you allow ample opportunity for public comment and hold public hearings before making a decision about whether to approve their entry into the banking system. Further, we strongly urge you to deny bank charters, bank holding company applications, bank mergers and acquisitions, deposit insurance, or other banking privileges for companies that make high-cost loans that evade state usury laws or operate with amplified risks to the financial system and endanger consumers.

Respectfully Submitted,

Kwame Raoul
Illinois Attorney General

Kris K. Mayes
Arizona Attorney General

Rob Bonta
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July 27, 2026

Via Email:

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Christopher Koopmans, Senior Vice President
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Re: Application of Opportunity Financial ("OppFi") to FDIC (#20260654), OCC (#27220) and FRB acquire BNC National Bank, to create and merge with OppFi Bank, and to become a bank holding company, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Sirs and Madams,

The undersigned appreciate the opportunity to submit these comments to the Federal Deposit Insurance Corp. (FDIC), Office of the Comptroller of the Currency (OCC) and Board of Governors of the Federal Reserve System (FRB) on the application of Opportunity Financial ("OppFi") to become a bank. OppFi seeks to acquire BNC Bank, to create OppFi National Bank, to merge BNC and OppFi banks, and to become a bank holding company. **We urge you to deny the application after holding a public hearing, including consideration by the full Board of Governors of the Federal Reserve.**

OppFi's application, like the recent and still-pending application by Enova International to acquire Grasshopper Bank – which we opposed -- would be an unprecedented use of a national bank charter for the purposes of a business model built on outrageously usurious and destructive loans that have no place in the national bank system. Since their creation in 1791, national banks have been chartered to protect depositors and their deposits and regulate lending practices.. Over time, the OCC as the primary federal agency created to superintend national banks has been authorized to investigate and regulate national banks to ensure their compliance with federal law including the National Bank Act, other specific statutes such as the Dodd-Frank Act and federal regulations and directives. As a result of these specific purposes, national banks must meet capital requirements and depositors' deposits are federally insured by the FDIC. Authorizing Enova to acquire a national bank to continue its predatory lending practices would directly contravene the historic purpose for national banks.

My law firm has specialized for decades in representing borrowers, depositors and debtors who have been sued by lenders, debt buyers and others to collect debt. We have turned defensive actions into class action cross actions and have filed affirmative class action cases in California and elsewhere to challenge these practices under federal and state law. We have been largely successful in requiring lenders and debt collectors to alter their practices and conform them to the requirements of the law or eliminated the practice altogether.

As an example, our statewide class action against an online lender in California successfully challenged CashCall's predatory 96-135% percent $2,600 loans, payable for three and one-half years, to subprime borrowers. In *De La Torre v.*

CashCall, 5 Cal.5th 966 (2018), the California Supreme Court held that the interest rate alone could result in a judicial determination that a loan is unconscionable. Subsequently in 2023 following a bench trial in 2021, the plaintiff borrower class proved that CashCall's 96-135% $2,600 loans were unconscionable. The trial court awarded the class of more than 100,000 borrowers $245 million and a permanent injunction against further collection in 2023. The judgment was upheld by the California Court of Appeal in February, 2026 and the California Supreme Court unanimously denied review

The evidence in the trial demonstrated that CashCall knowingly targeted subprime borrowers for its loans. The expert evidence demonstrated that Class members lacked sufficient financial literacy to make a "meaningful choice" in deciding whether to accept high-cost consumer loans. It also demonstrated that most subprime borrowers do not compare providers of credit, and most think that the subprime high—interest rate loan is their only option. Their focus is simply upon the amount of the monthly payment. And based on the evidence, The trial court found that the amortization of loan payments—how much of each payment reduces the principal amount of the loan and how much goes to pay interest—is poorly understood.

The Supreme Court's decision in *De La Torre* helped to persuade the California Legislature to re-impose a mandatory 36% interest rate cap on small unsecured loans of $2,500 to $10,000. The legislation, AB 539, became effective in 2020.

- **OppFi's rates typically reach 160% and as high as 195%.** Loans at those rates are debt traps, not responsible credit.
- **OppFi's interest rates are illegal in up to 45 states**, depending on the size of the loan. OppFi seeks a bank charter to avoid the nearly unanimous judgment across the country that its loans are destructive and should be prohibited.
- **OppFi's charge-offs are over 55%, proof of its irresponsible lending.** Charge-offs at those rates have never been tolerated at national banks. That rate is more than 14 times the credit card charge-off rate and even 10 times the credit card charge-off rate at the peak of the Great Recession. Consumers default in high numbers, many others struggle to repay, and OppFi's lending is not based on ability to repay.
- **OppFi's frequent refinancing promotes long-term debt and disguises defaults.** As much as 75% of OppFi's pre-tax income comes from refinancing, and about half of OppFi customers refinance, sometimes multiple times and within two or three months of taking out the loans.

> Between defaults and refinances, very few OppFi borrowers repay their loans in full on the loan's original terms.

Today, about 45 states including California limit the interest rates on installment loans, with a median rate of about 36% for a $2,000, 2-year loan, and lower for larger loans. And 21 states, plus the District of Columbia, enforce rate caps of about 36 percent or lower or otherwise prohibit debt-trap short-term payday loans, protecting millions of Americans from usurious practices. In these states, people use a variety of methods to address financial emergencies, including credit options like credit cards and non-credit avenues such as utility company payment plans, all at a fraction of the cost of exorbitantly priced loans. And they avoid the financial freefall caused by toxic credit.

There is an enormous gap between the destructive, usurious rates that OppFi charges and the top rates allowed by nearly every state.

OppFi's lending program is risky, unsafe and unsound. It violates the principles of responsible lending outlined in the Interagency Guidance for Responsible Small-Dollar Loans. Those principles, approved during President Trump's first term, include several metrics OppFi does not meet, including:

- *A high percentage of customers successfully repaying their small dollar loans in accordance with original loan terms, a key indicator of affordable and appropriate underwriting*. Instead, OppFi's underwriting is unaffordable and inappropriate.
- *Repayment terms, pricing, and safeguards that minimize adverse customer outcomes.* Rather, OppFi has high defaults and cycles of debt due to reborrowing.
- *Repayment outcomes and program structures that enhance a borrower's financial capabilities*. OppFi's lending destroys financial capability by imposing enormous interest charges and payment obligations on consumers in financial stress, leading to high numbers of consumers struggling and in long term debt.

OppFi's high charge-off rates alone are grounds for denying this application.

In states without usury caps, veterans, seniors, women, rural communities, and communities of color are often targeted for exploitation by predatory lenders. Without a federal usury limit, payday and predatory online installment lenders are also threatening strong state protections by partnering with banks to undermine state interest rate caps and export high-cost loans all over the country.

Providing a national Bank charter to OppFi would be antithetical to statewide and national trends in this county to protect vulnerable, unsophisticated borrowers from predatory lenders. It would also contravene a primary reason for which national banks were created. I urge you to reject OppFi's attempt.

Sincerely yours,

James C. Sturdevant

July 29, 2026

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Comments.applications@chi.frb.org
Christopher Koopmans, Senior Vice President
Federal Reserve Bank of Chicago
230 South LaSalle Street
Chicago, IL 60690-1414

Benjamin W. McDonough, Secretary of the Board
Board of Governors of the Federal Reserve System
20th Street and Constitution Ave., NW
Washington, DC 20551-0001

Re: Application of Opportunity Financial ("OppFi") to FDIC (#20260654), OCC (#27220) and FRB (FR Doc 2026-14064) acquire BNC National Bank, to create and merge with OppFi Bank, and to become a bank holding company, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Sirs and Madams,

The undersigned six Illinois groups appreciate the opportunity to submit these comments to the Federal Deposit Insurance Corporation (FDIC), the Office of the Comptroller of the Currency (OCC) and the Board of Governors of the Federal Reserve System (FRB) on Opportunity Financial's ("OppFi") application to acquire BNCCORP and BNC National Bank. This acquisition would exacerbate the nationwide affordability crisis by enabling the growth of a lender whose business model depends on making unaffordable, triple-digit-interest loans through bank partnership arrangements designed to avoid state consumer protection laws, like ours in Illinois. As such, we urge you to deny OppFi's application to acquire BNC Bank.

In evaluating this application, the agencies must consider whether approval would serve the public interest and whether the institution in question has demonstrated sound managerial judgment and a record of compliance with applicable laws. Above all else, the agencies must consider whether approval would serve the convenience and needs of the communities to be served. OppFi's business practices raise serious concerns under each of these considerations.

OppFi's predatory and illegal behavior in Illinois alone—not even considering its similarly unethical practices in numerous other states and the District of Columbia—are enough to demonstrate the consumer harms that will proliferate across the country if OppFi is allowed to acquire BNC Bank.

In 2020, an Illinois small business owner took out a title loan from a different financing provider for $1,200 to pay contractors for her janitorial and property preservation business. At an APR of 197.64%, she ultimately owed $4,211.10 in interest and fees. Her story and many others like it informed the Illinois General Assembly's decision to pass the Illinois Predatory Loan Prevention Act (PLPA) of 2021, enacting one of the strongest usury rate caps in the country and mirroring the Military Lending Act—a 36% rate cap inclusive of any ancillary fees.

In prohibiting evasion of the law, the PLPA also incorporates the "true lender" doctrine, which recognizes that simply labeling a bank as the lender on paper does not exempt a loan from Illinois' rate cap if another nonbank entity is the one that truly holds the predominant economic interest in the loan.

Rather than adapting its business model to comply with Illinois' consumer protection laws, OppFi has continued to rely on bank partnership arrangements to offer loans at interest rates far above the limits established by the Illinois General Assembly to protect consumers from unaffordable debt.

OppFi circumvents Illinois' PLPA and the wishes of its consumers by utilizing several rent-a-bank schemes with three different Utah banks—Capital Community Bank, First Electronic Bank, and FinWise Bank.

In 2023, despite these protections being enacted, the same small business owner whose story inspired the passage of the PLPA received a loan from OppFi with an APR of 159.51%, or 4.4 times the state rate cap.

The small business owner’s loan is a textbook example of evasive rent-a-bank practices. On her contract, one of the Utah bank partners is listed as the lender, but the address listed is C/O OppFi's office, located in the heart of downtown Chicago. In a report published earlier this year, a lender with years of experience in the high-cost lending space said, "When we partner with a bank to make loans in states with strong rate caps we are realistically interested in the bank's letterhead, not their banking skills."

OppFi has tried to make the argument that because people choose to refinance their loans with them, it means that they enjoy the product that OppFi offers and that it meets their needs. However, the continued use of high-cost loan products is not evidence that those products are serving consumers well; it is often evidence that borrowers remain trapped in cycles of unaffordable debt.

What OppFi has deemed best for consumers is a product carrying triple-digit interest rates alongside repeated reminders offering borrowers the "opportunity to re-borrow the amount" already paid toward their principal. These practices facilitate repeat borrowing rather than helping consumers achieve lasting financial stability. Products that meaningfully address financial emergencies should not leave consumers needing to repeatedly refinance or reborrow at triple-digit interest rates like OppFi's loans do.

Illinois families facing financial hardship need access to safe and affordable credit that helps them recover, not products that extract wealth through repeated high-cost borrowing. Every dollar paid toward excessive interest and fees is a dollar unavailable for housing, groceries, childcare, prescription drugs, transportation, or other necessities that strengthen the economic stability of families and local communities across our state.OppFi is part of the very problem it claims to address. Approval of this application would reward a business model built on circumventing state consumer protection laws and send the wrong message to the financial marketplace—that companies may disregard democratically enacted consumer protections so long as they can find a bank willing to facilitate the arrangement.

Allowing OppFi to acquire a bank and become a bank holding company would expand the reach of this lending model while undermining states' ability to protect their residents from abusive lending practices. The numerous complaints to the Illinois Attorney General, the Consumer Financial Protection Bureau, and the Illinois Department of Financial and Professional Regulation are testament to that.

For these stated reasons, the undersigned groups urge the OCC, the Federal Reserve Board of Governors, and the Federal Deposit Insurance Corporation to deny Opportunity Financial's application to acquire BNC Bank.

Thank you for the opportunity to submit these comments.

Yours truly,

Capital Good Fund

Citizen Action/Illinois

Illinois People's Action

Jewish Free Loan Chicago

Legal Action Chicago

Woodstock Institute

NCRC
National Community Reinvestment Coalition

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July 29, 2026

Jennifer Ball, Deputy Regional Director
Kansas City Regional Office
Federal Deposit Insurance Corporation
1100 Walnut Street, Suite 2100
Kansas City, MO 64106
RE: **App No. 20260654**
Submitted via email to:
CRACommentCollector@FDIC.GOV
and at *cra.fdic.gov*

Christopher Koopsman
Senior Vice President
Federal Reserve Bank of Chicago
230 South LaSalle Street
Chicago, IL 60690
RE: **FR Doc 2026-14064**
Submitted via email to:
Comments.applications@chi.frb.org

John Hansen, Director of Licensing
Office of Comptroller of the Currency
1050 17th St., Suite 1500
Denver, CO 80265
RE: **2026-Combination-3446751**
Submitted via email to:
LicensingPublicComments@occ.treas.gov

RE: Opposition to OppFi , Inc.'s Applications to the Federal Reserve, the Office of the Comptroller of the Currency and the Federal Deposit Insurance Corporation to, through a series of transactions, become a bank holding company, acquire control of and merge with BNCCORP and its subsidiary BNC National Bank, form OppFi Bank, N.A., and combine with OppFi's subsidiary OpCo.

Dear Deputy Director Ball, Director Hansen, and Senior Vice President Koopsman:

The National Community Reinvestment Coalition (NCRC), Woodstock Institute (Woodstock) and Rise Economy submit this comment in response to the notices of the Federal Deposit Insurance Corporation (FDIC), Office of the Comptroller of the Currency (OCC), and the Federal Reserve Board of Governors (Federal Reserve), regarding OppFi, Inc.'s (OppFi) applications to, through a series of transactions, become a bank holding company and to acquire and merge with BNCCORP, Inc. (BNCCORP), BNC National Bank (BNC) and its trust subsidiary (collectively, BNC Bank). Because the transactions include a non-bank merger, OppFi plans to seek a waiver of Section 23A of the Federal Reserve Act and the Federal Reserve's Regulation W.[1]

[1] FDIC Application at 3.

NCRC, Woodstock, and Rise Economy strongly object to the merger. OppFi, Inc's business model consists of offering high-cost unaffordable loan products to consumers and small businesses. To facilitate its expansion of its lending operations, OppFi needs the proposed merger to allow it to abandon its "rent-a-bank" model and gain direct access to the banking system. A national bank charter will allow OppFi to operate nationally, including in states that enacted rate caps to protect their residents from high-cost lenders like OppFi and create unacceptable risks to low- and moderate-income communities, consumers, and small businesses, as well as the safety, soundness and trust in the financial system. In light of the public interest and systemic concerns outlined below, NCRC, Woodstock, and Rise Economy hereby request the denial of these applications or, at the very least, public or private meetings or hearings with the applicant and regulators considering OppFi's merger applications.[2]

NCRC is a network of more than 700 community-based organizations dedicated to creating a nation that not only promises but delivers opportunities for all Americans to build wealth and attain a high quality of life. We work with community leaders and policymakers to advance solutions and build the will to solve America's persistent racial and socio-economic wealth, income, and opportunity divides, and to make a Just Economy a national priority and a local reality.

Woodstock is a policy and research nonprofit that advocates for consumer financial protection and community economic development. Based in Chicago, Illinois, we work at the local, state, and national levels to advance economic justice and racial equity within financial systems. Woodstock is a proud founding member of NCRC.

Rise Economy is a California-based alliance representing over three-hundred member organizations that create systemic change and economic justice in BIPOC and low-income communities in our state. Our coalition includes organizations that partner with financial institutions to help them meet local community credit needs and that work to stabilize and build wealth in communities.

OppFi proposes that the merged bank will operate two separate lines of business: legacy community banking services within BNC's current footprint and digital consumer and business lending on a national basis,[3] expanding into the 10 states[4] where OppFi currently cannot operate because its lending rates far exceed the state rate caps.

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[2] NCRC. Woodstock, and Rise Economy make these requests pursuant to: 12 CFR §§ 262.25 (c) & (d) (Federal Reserve); 12 CFR § 303.10 (b) (FDIC); and 12 CFR § 5.11(a) (OCC). Our support for these requests is contained herein, including the identification of the public and systemic risks that are in play should this merger go forward. The requested meetings and/or hearings would help the regulatory agencies to determine whether allowing OppFi to expand its lending operations would meet the convenience and needs of communities. Should the agencies be inclined to approve this merger, despite our and other members of the public's strenuous objections, the requested meetings/hearings would afford an opportunity for exploration of conditions that could be imposed in any final order. We note that we have shared this letter with the applicant through its attorneys and thereby have given the required notice of our requests.

[3] OppFi FDIC Merger Application at 7.

[4] OppFi Federal Reserve Merger Application at 10.

If OppFi is allowed to merge with BNC Bank:

- OppFi would continue to offer its harmful products to consumers and small businesses and expand its offerings to states where it currently cannot lend because of state rate caps.
- OppFi's expansion will not result in a commensurate expansion in its community reinvestment obligations.
- The entity's board would consist primarily of members of OppFi's current board, who lack experience overseeing a bank and the BNC Bank managers who remain will be sidelined to the legacy BNC business line.
- It would create potential systemic risks based on Opp-Fi's loan portfolio with excessive charge offs, lack of sufficient reserves, and inexperience complying with Bank Secrecy Act and Anti-Money Laundering requirements.
- It would be contrary to regulators' longstanding position that predatory lending has no place in the national banking system.

For these reasons, as outlined below in greater detail, NCRC, Woodstock, and Rise Economy urge the Federal Reserve, OCC, and FDIC to deny OppFi's applications regarding its proposed merger with BNC Bank.

1. Merged Bank Would Continue to Offer OppFi's Harmful Products

OppFi characterizes its products as being designed to provide credit to "underserved" communities nationwide who "out of necessity, turn to higher cost and less transparent providers of credit."[5] OppFi's consumer loans have APRs in excess of 160% while its primary small business credit product is a merchant cash advance (MCA) with, according to consumer complaints,[6] opaque lending terms. So, it is unclear how OppFi's products, especially if the merged bank is approved, will serve "underserved communities" when OppFi's business model appears to be providing high-cost loans and credit products to consumers and small businesses in a potentially misleading fashion. Providing wide access through digital means to harmful products does not constitute meeting the needs of communities.

OppFi as a nonbank high-cost online lender has used its bank partnerships to structure loans with APRs in excess of 160%, injuring consumers. It currently lends in 40 states. It has extremely high default and charge-off rates – in its earnings presentation for the first quarter of 2026, it stated that its annualized charge-off rate as a percentage of receivables was 55% which it attributed to an increase in defaults.[7] As a result, thousands of consumers complain about OppFi loans -- the Consumer Financial Protection Bureau's complaint database has received over 1,600 complaints in the past 3 years that it has

[5] Federal Reserve Application at 6.
[6] See Complaints, Better Bus. Bureau, https://www.bbb.org/us/dania/profile/financial-services/bitty-advance-0633-90611293/complaints.
[7] OppFi, *2026-Q1 Earnings Presentation* 6, 9 (May 7, 2026), https://s206.q4cdn.com/723382727/files/doc_financials/2026/q1/2026-Q1-Earnings-Presentation_v4-DO-NOT-OPEN-IN-GOOGLE-SLIDES.pdf.

matched to OppFi's lending subsidiary Opportunity Financial. Many complaints relate to the high interest rates and lack of affordability of OppFi loans, loan churning and cycle of debt concerns, and payment processing concerns.[8]

Whether the small business credit products referenced in the applications are actually offered by OppFi or Bitty matters little in the long run because, like OppFi's high-cost consumer loans, they are fundamentally harmful products that do not meet community needs for fair and affordable credit. Bitty offers MCA products where a small business receives a lump sum payment in exchange for a percentage of its future sales.[9] Repayment terms can be opaque – fees are often expressed as "specified percentages," "factors," or some other unfamiliar and potentially misleading metric, not annualized percent rates – and thus higher than expected by small businesses. The provider can deduct repayment on a daily or weekly basis, potentially disrupting cash flow. Many MCA providers use independent brokers and offer high commissions, leading to aggressive sales tactics. And, because it is not considered a consumer loan, providers can engage in more aggressive collection tactics. [10] Recent reporting shows that it is an industry rife with predatory practices.[11]

No substantive information is included in the application about Bitty, but it apparently targets newer businesses and offers factor rates that range from 1.35-1.50.[12] A rate of 1.4 for a one year loan translates to an effective APR of over 70%, far higher than conventional business loans.[13] But, Bitty specializes in short term loans. So, that same rate of 1.4 for a 90-day term loan translates to an effective APR of closer to 250%.[14] Bitty requires daily or weekly repayment via ACH and charges a fee for each debit.[15] As with all MCAs, the costs and fees add up but they are often not clearly disclosed or easily discernible at origination.

If the merger is approved, OppFi will be able to carry out its lending activities through a national bank charter, meaning that it will be a national bank and not subject to state laws, including most rate cap and disclosure laws. As it intends to relocate its bank

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[8] Consumer Complaint Database, Consumer Fin. Prot. Bureau, www.consumerfinance.gov/data-research/consumer-complaints. Company matched complaints do not necessarily capture the full complement of related consumer complaints.
[9] Bob Haegele, *What is a Merchant Cash Advance?,* Wall Street J. (Oct. 21, 2025).
[10] *Id.*
[11] Stacey Vanek Smith, *The Shadowy World of Merchant Cash Advances*, NPR (Mar. 11, 2026); More Perfect Union, I Texted A Loan Shark Back. What I Uncovered Will Shock You, YouTube (May 19, 2026).
[12] Bar Alezrah, *Bitty Advance Review 2026: Rates, Limits, and Red Flags*, MCA Guide, https://themcaguide.com/articles/bitty-advance-review.
[13] Bitty Review: Factors Rates, Terms, and Settlement, Bus. Debt Adjusters, businessdebtadjusters,com/bitty-review.
[14] Bar Alezrah, *Bitty Advance Review 2026: Rates, Limits, and Red Flags*, MCA Guide, https://themcaguide.com/articles/bitty-advance-review.
[15] *Id.*

headquarters to Utah, a state with no interest rate cap,[16] it will be allowed to lend in the 10 states where it does not currently lend because of enacted state rate cap limitations. It will also have a larger digital footprint for Bitty MCAs. Expanding access to OppFi's harmful products either through a bank charter or through digital means, will not support the financial security of low- and moderate-income communities, consumers, or small businesses -- in fact, the costly payments and high default rates associated with such products are likely to put these populations in an even worse position and impair their ability to address their credit needs through safer, more affordable channels.

2. **CRA Impact: Scope of anticipated small business lending unclear and mismatch between expansion of footprint and CRA obligations**

When evaluating the proposed transactions, regulators must consider how the proposed merger will affect the convenience and needs of the community served.[17] This includes any impact on Community Reinvestment Act (CRA) performance.[18]

The OCC gave BNC Bank a satisfactory rating in its most recent exam based on the lending and community development tests associated with small bank performance standards. BNC originated or purchased the majority of the Banks' loans inside of its three assessment areas in two rating areas, North Dakota and Arizona.[19] The OCC concluded BNC Bank's primary loan products in assessment areas were business loans.[20]

OppFi, in contrast, as a nonbank, has no CRA track record. OppFi states that it will serve BNC's current assessment areas and create a new assessment area in Utah that includes its main office.[21]

OppFi anticipates that the merged bank will operate two separate lines of business – its legacy BNC Bank product lines and OppFi digital consumer and small business lending.[22] Accordingly, BNC Bank's satisfactory rating is only relevant to the legacy business line – the one that will not include its high-cost consumer lending products or the merchant cash advances offered by Bitty. It has no bearing on whether the merged bank will meet community needs overall and regardless, there is nothing in the application that indicates how long the merged bank plans to maintain the North Dakota and Arizona assessment areas.

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[16] Nat'l Consumer L. Ctr., *Fact Sheet: Why 36% APR Caps are a Critical Tool Against Predatory Lending* (Aug. 2022), https://www.nclc.org/wp-content/uploads/2022/08/fact-sheet-apr-caps-for-installment-loans.pdf.
[17] Bank Merger Act, 12 U.S.C. § 1828(C)(5). See also 12 C.F.R. § 5.33(e)(ii)(C) (under the Bank Merger Act); 12 C.F.R. § 225.13(b)(3) (under the Bank Holding Company Act).
[18] 12 C.F.R. § 5.33(e)(iii); 12 C.F.R. § 225.13 (b)(3).
[19] Federal Reserve Application, Public Exhibit B, *BNC National Bank CRA Performance Evaluation* 1 (Oct. 20, 2025).
[20] *Id.* at 2.
[21] Federal Reserve Application at 12.
[22] *Id.* at 6.

OppFi acquired a 35% equity interest in Bitty Advance in 2024. The transaction included "options for OppFi to obtain majority and total ownership over time."[23] In its merger applications, OppFi attempts to leverage its relationship with Bitty to bolster its claims that it will meet the needs of the community through expanding availability of small business credit – but at the same time, OppFi distances itself from Bitty in the context of the merged bank's CRA obligations.[24] It argues that for the purposes of determining whether it originated more than 50% of its small business loans outside of the proposed Utah assessment area, Bitty loans to OppFi customers should not be considered because it only owns 35% of Bitty.[25] Per the Bank Holding Company Act, OppFi's 35% ownership interest meets the definition of a subsidiary under OppFi's control.[26] As such, OppFi should not be able to have it both ways and should be required to provide more in depth information about Bitty – such as whether OppFi intends to fully acquire it – and what role it will play in the merged bank's operations.

OppFi is proposing that it will have a nationwide footprint – lending in all 50 states. However, it is only proposing to slightly increase BNC Bank's CRA program by adding a single additional assessment area and offers no guarantees regarding the duration of its maintenance of the North Dakota and Arizona assessment areas and little additional detail regarding its CRA compliance plans. The mismatch between OppFi's proposed nationwide scope of business and its limited CRA obligations is not unique to this proposed merger; it is an issue that community development advocates have repeatedly flagged as more digital-only banks enter the industry.[27] But it bears repeating and speaks to how poorly this proposed merger would serve the convenience and needs of consumers across the country.

3. Managerial resources will not support regulatory compliance

All three regulators must also consider the managerial resources of the parties to the transaction, including their competence, experience, integrity, and record of compliance with laws and regulations. These factors are especially important here where the same individuals who serve on OppFi's board of directors will serve as the merged bank's board.

OppFi has a spotty history of complying with laws and regulations under its existing leadership. In 2021, for example, the District of Columbia Attorney General sued OppFi for charging borrowers up to 198%, in violation of the District's 24% rate cap on consumer loans, and for falsely claiming that its loans would help struggling consumers

[23] OppFi, *OppFi Acquires Equity Interest in Bitty, Enters Small Business Financing Market* (Aug. 1, 2024).
[24] *Compare* Federal Reserve Application at 14 with FDIC Application at 14.
[25] FDIC Application at 13-14.
[26] 12 U.S.C. § 1841(a)(2) ("Any company has control over a bank or over any company if the company directly or indirectly or acting through one or more other persons owns [or] controls . . . 25 per centum"); § 1841(d) (Subsidiary is defined as any company which a bank holding company owns 25% or more).
[27] Sarah M. Campbell, *Community Reinvestment Act Final Rule: Expanding the CRA to Cover Digital Banking*, 29 N.C. Banking Inst. 444, 446 (2025).

build credit.[28] The case resulted in a $2 million settlement wherein OppFi agreed to refund and waive payments for the more than 4,000 D.C. residents whose loans exceeded the rate cap, and to stop offering loans to D.C. consumers in excess of 24%, either directly or through a bank partnership.[29]

The proposed composition of the merged bank's board of directors also raises red flags. While all of OppFi's current board members are set to serve on OppFi Bank's board, only one of the current BNC National Bank board members is set to join the OppFi Bank board.[30] BNC's board members come with experience overseeing the management of a bank; OppFi's do not. Jettisoning so much expertise and institutional knowledge from the board is ill-considered and could present more serious risk.

Similarly troubling is OppFi's description of how BNC leadership will transition to the merged bank. The application states that current BNC bank leadership will "continue overseeing the Legacy BNC business line" – not OppFi Bank as a whole.[31] OppFi intends to use deposits, including those from the Legacy BNC business line, to fund its lending activity, including lending outside of the Legacy BNC business line. While retaining existing bank leadership is good news for BNC's current customer base, their proposed role should not inspire much confidence by the reviewing regulators in the merged bank, as a whole. According to the information in the application, assets and liabilities will not be siloed along business lines; siloing existing bank management expertise along such lines creates unnecessary risk.

4. **Because of potential systemic risks, OppFi should not be granted access to the US banking system.**

In reviewing the application, all three regulators must assess the impact that allowing OppFi to merge with BNC and to become a bank holding company will have on the US banking system. A bank charter is a privilege. Allowing the merger and enabling OppFi to become a bank holding company would create serious risks to the financial stability of the US banking system. If allowed to go forward, OppFi would have access to federal deposit insurance, the Federal Reserve Discount Window, and exemptions to many state laws.

In this application, OppFi notes that it will be requesting an exemption from Regulation W and Section 23A because the last stage of the merger, merging nonbank subsidiary Opportunity Financial, LLC into OppFi Bank, N.A., would otherwise violate these

[28] Press Release, Office of the Att'y General for Dist. of Columbia, *AG Racine Sues Online Lender for Making Predatory and Deceptive Loans to 4,000+ District Consumers*, (Apr. 6, 2021), oag.dc.gov/release/ag-racine-sues-online-lender-making-predatory-and.
[29] Press Release, Office of the Att'y General for Dist. of Columbia, *AG Racine Announces Over $2 Million Settlement with Predatory Online Lender Will Compensate Thousands of District Consumers*, (Nov. 30, 2021), https://oag.dc.org/release/ag-racine-announces-over-2-million-settlement.
[30] Federal Reserve Application at 10.
[31] *Id.* at 11.

regulations' prohibitions against transactions of that size and the acquisition of low-quality assets. The excessive charge-off rates for OppFi's consumer loans demonstrate just how risky these assets are. As mentioned above, in Q1 of 2026, OppFi reported a net charge-off rate of 55%, up from 47% in Q1 of 2025. Charge-off rates that high are unheard of in the banking world, where single-digit rates are the norm. The acquisition of these "low quality" assets would absolutely present an unacceptable risk to the Deposit Insurance Fund. The purpose of Section 23A of the Federal Reserve Act is to limit how a federally insured bank can fund its affiliates through loans and asset purchases to prevent high-risk affiliate losses from draining a bank's insured deposits and threatening overall financial stability. It is hard to imagine a more clear-cut case for the protection provided by 23A than this proposed merger. Any request for an exemption from these protections is a red flag for potential abuse or broader safety and soundness issues.

This stage of the merger also raises the question of how OppFi plans to maintain sufficient reserves for loans with such high charge-off rates, both initially and over time. The application states that OppFi intends to use BNC's deposit base to fund its online consumer loan business and touts that the merged bank will continue using OppFi's underwriting model. But the application only makes vague reference to expanding the deposit base by adding "potential deposit products" to OppFi's digital offerings.[32] Given those high charge-off rates and limited deposit base, it is unclear how OppFi would be able to comply with current expected credit losses[33] (CECL) accounting standards and maintain appropriate reserves given the historic performance of the consumer loans made using OppFi's underwriting model. The banking system should not be required to absorb or insure against such risks.

Finally, OppFi states in their application that they are confident in their ability to comply with Bank Secrecy Act and Anti-Money Laundering (BSA/AML) requirements because they have experience supporting their bank partners' BSA/AML programs via their bank partnerships.[34] This is wholly insufficient. Supporting another entity's compliance program is very different from building and maintaining one internally. As previously mentioned, the application outlines a more limited role of BNC staff and board members in the merged bank's board composition and senior leadership; this should not inspire confidence that any existing bank regulatory and compliance expertise will be properly leveraged. Further, the merger will result in a doubling of bank assets and introduction of a significant digital business line; current BSA/AML infrastructure may be insufficient at that scale.

[32] *Id.* at 6.
[33] Current Expected Credit Losses (CECL), Fed. Deposit Ins. Corp., https://www.fdic.gov/accounting/current-expected-credit-losses-cecl.
[34] Federal Reserve Application at 15.

5. Allowing a high-cost lender to have a national bank charter contradicts Congressional direction

In 2020, the OCC issued a final rule that defined a national bank as the "true lender" in a transaction if it is named as the lender in the loan agreement or funds the loan. The rule was widely viewed as an attempt to provide legal certainty for bank–nonbank partnership models in which fintech or other nonbank lenders originate or market loans in conjunction with a federally chartered bank.[35]

At the time, many commenters submitted concerns that if finalized, the rule would facilitate "rent-a-charter relationships and thereby enable nonbank lenders to engage in predatory or otherwise abusive lending practices," including the evasion of state usury caps.[36] In 2021, both houses of Congress passed a joint resolution of disapproval of this rule and President Biden signed it, pursuant to the Congressional Review Act (CR Act). Accordingly, the rule is not in effect and under the Act, the OCC cannot issue a rule that is substantially the same.[37]

If the OCC were now to approve OppFi's merger with BNC in circumstances that would effectively recreate the same rent-a-charter outcomes that Congress rejected – using the banking system to facilitate predatory lending -- such approval would be difficult to reconcile with both the letter and the spirit of the CR Act resolution. Moreover, the approval would contradict the OCC's own longstanding position that predatory lending has no place in the federal banking system.[38] The OCC has repeatedly emphasized that national banks must conduct their activities in a safe, sound, and fair manner, and that abusive lending practices undermine public confidence in the banking system.[39]

6. Conclusion

Through its proposed merger with BNC and its application to be a bank holding company, OppFi seeks the imprimatur of being a regulated bank while expanding its exploitative business model of providing unaffordable high-cost loans to consumers and small businesses. Allowing OppFi entry into the US banking system is too risky for low- and moderate-income communities, consumers, small businesses, and the banking system as a whole. In addition, the merger would result in OppFi having a bigger geographical

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[35] *National Banks and Federal Savings Associations as Lenders*, 85 Fed. Reg. 68,742, 68,742 (Oct. 30, 2020) (stating that the rule "provides legal certainty to banks conducting lending activities, including when banks partner with third parties").
[36] *Id.* at 68725.
[37] Cong. Rsch. Service, *Innovation in Lending,* CRS Report No. R43992 (2025), https://www.congress.gov/crs-product/R43992.
[38] Press Release, Office of the Comptroller of the Currency, *Acting Comptroller Announces Rescission of OCC's 2020 "True Lender" Rule* (June 30, 2021), https://www.occ.gov/news-issuances/news-releases/2021/nr-occ-2021-69.html.
[39] See Office of the Comptroller of the Currency, *Third-Party Risk Management: A Guide for Community Banks* 1 (May 2024), https://www.occ.gov/news-issuances/news-releases/2024/pub-third-party-risk-management-guide-for-community-banks.pdf

footprint but a comparatively very limited CRA assessment area. Thus, if approved there would be an extreme mismatch between OppFi's nationwide scope of business and its CRA obligations.

For these reasons, we urge the FDIC, OCC and Federal Reserve to deny OppFi's applications to acquire BNC through merger and to become a bank holding company.

Thank you for your consideration.

Sincerely,

Jesse Van Tol

President and Chief Executive Officer
NCRC

Horacio F. Méndez

President and Chief Executive Officer
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Paulina Gonzalez-Brito

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Comments submitted by email only to:
Federal Deposit Insurance Corp. (CRACommentCollector@fdic.gov)
Office of Comptroller of the Currency (LicensingPublicComments@occ.treas.gov)
Federal Reserve Board (comments.applications@chi.frb.org)

The Consumers League of New Jersey[1] submits the following comments on the application of Opportunity Financial (OppFi) to buy BNC Bank, a national bank, and turn it into OppFi Bank. CLNJ submits that the federal agencies should deny Opportunity Financial's application.

More specifically, the federal banking agencies should decline to approve a national bank dedicated to unaffordable and usurious lending at well over 100% APR. See enclosed OppFi webpage admitting to charging from 99% to 195% Annual Percentage Rate on their loans. Such approval would only aid to oppress the already financially distressed consumers in the United States as well as strip New Jerseyeans of our usury laws.

New Jersey has had usury laws continuously since colonial days. Currently the Criminal Usury Law, N.J.S.A. 2C:21-19 sets a 30 percent limit for all transactions which New Jersey can regulate. For example, *Perez v. Rent-A-Center*, 186 N.J. 188 (2006), held that rent to own transactions were subject to the New Jersey Retail Installment Sales Act, and the 30% criminal usury limit. Violations of that 30% limit would violate New Jersey's Consumer Fraud Act, N.J.S.A. 56:8-1 *et seq.* The New Jersey Supreme Court accepted the argument of amicus Consumers League of New Jersey, that the Legislature and Governor in bills S. 3101 and S. 3005 (P.L. 1981, Ch. 103 and 104), intended a 30% interest ceiling for all creditors.

Because New Jersey's criminal usury law protects our consumers, you will not see here brick and mortar stores pitching pay day loans, auto title loans, and similar businesses offering 300% APR credit. The current threat to New Jersey consumers comes from the internet. The so-called "fintech" companies lend at 100% and up and claim immunity from New Jersey law. But *Turner v. Aldens, Inc.*, 179 N.J. Super. 596 (App. Div. 1981) held that New Jersey law applies to out-of-state credit financiers.

[1] 1 CLNJ is a nonprofit, membership organization, founded in 1900. For over 125 years CLNJ has educated consumers about the opportunities and dangers in the marketplace and has advocated for the rights of consumers. *See* Suzanne Nussbaum & James Boskey, *The Consumers League of New Jersey and the Development of Occupational Disease Legislation*, 4 *Seton Hall Legis. J.* 109, 111 (1979). Records of the early Consumers League are preserved and catalogued at Rutgers University Library, https://archives.libraries.rutgers.edu/repositories/11/resources/733

1. High-cost lending and debt trap risks

Research by the Consumer Financial Protection Bureau has consistently found that high-cost small-dollar loans—particularly payday and similar installment products—are associated with repeated reborrowing and prolonged indebtedness. In its 2017 Payday Lending Rule, the CFPB documented that a large share of borrowers takes out multiple loans in sequence, with fees and interest consuming a significant portion of payments rather than reducing principal.[2] Similarly, The Pew Charitable Trusts has found that payday-style loans often carry APRs in the triple digits and that typical borrowers remain in debt for months, paying more in fees than the amount originally borrowed.[3]

2. Evasion of state interest rate caps ("rent-a-bank" concerns)

A substantial body of research has examined the use of bank partnerships to facilitate high-interest lending that would otherwise violate state usury laws. The National Consumer Law Center has documented how nonbank lenders partner with out-of-state banks to "export" interest rates and avoid state caps, a practice commonly referred to as "rent-a-bank."[4] Academic analysis has reached similar conclusions.[5] Granting a national bank charter would risk expanding such practices under federal preemption.

3. OppFi's predatory business model

On its website (see Exhibit 1), OppFi admits that it charges 99% to 195% Annual Percentage Rates! Such sky-high rates exploit vulnerable consumers. This is a debt trap that is designed to lure low-income borrowers, our most financially vulnerable, into a continuous debt cycle.

For these reasons, CLNJ respectfully requests that the federal agencies deny the application for a national bank charter by Opportunity Financial. Doing so would preserve New Jersey's and other states' strong consumer-protection framework to reaffirm the principle that financial distress should not be a profit opportunity. Indeed, our laws are meant to protect the weakest among us, and they must continue to safeguard the most financially vulnerable New Jerseyans from the very industry that is continuing to oppress low-income borrowers throughout the states.

[2] https://www.consumerfinance.gov/rules-policy/final-rules/payday-vehicle-title-and-certain-high-cost-installment-loans/ (last visited Feb. 25, 2026).

[3] https://www.pew.org/en/research-and-analysis/issue-briefs/2022/04/payday-loans-cost-4-times-more-in-states-with-few-consumer-protections (last visited Feb. 25, 2026).

[4] https://library.nclc.org/article/tenth-circuit-limits-rent-bank-schemes (last visited Feb. 25, 2026).

[5] *See, e.g.*, Adam J. Levitin, *Rent-A-Bank: Bank Partnerships and the Evasions of Usury Laws*, 71 DUKE L.J. 329 (2021); Jayne Munger, Note, *Crossing State Lines: The Trojan Horse Invasion of Rent-a-Bank and Rent-a-Tribe Schemes in Modern Usury Law*, 87 GEO. WASH. L. REV. 468, 488–89 (2019)

The federal government should not put its seal of approval on 195% APR loans. Approving such a company would bring national banks into disrepute. Our federal banking agencies should protect the public from such usurious loans, not approve them.

Thank you for your consideration.

Respectfully,

CONSUMERS LEAGUE OF NEW JERSEY

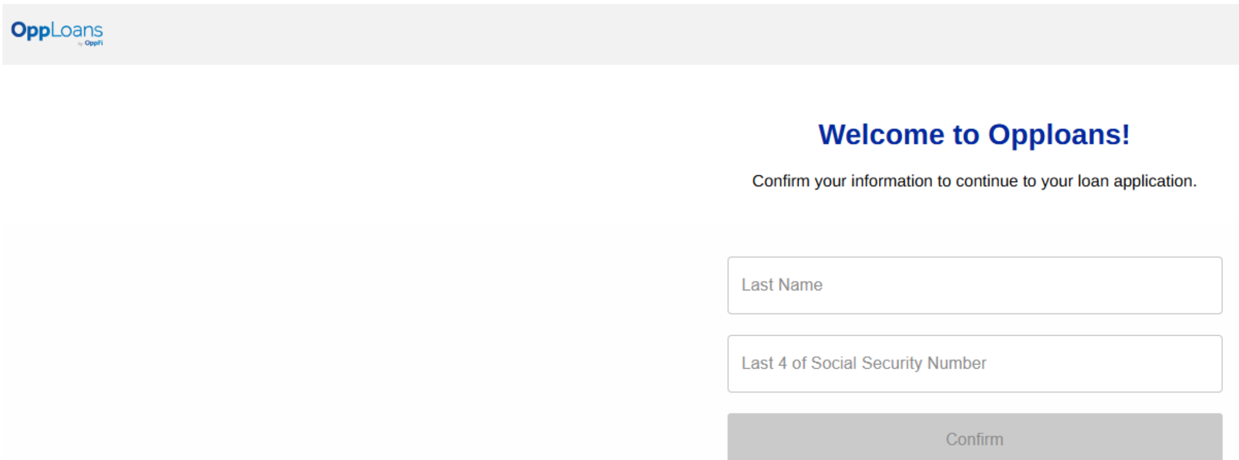
Yongmoon Kim
Yongmoon Kim, Esquire
President

Neil Fogarty,
Treasurer

Enclosure: Exhibit 1

Exhibit 1

Collected 7/16/2026 from:
https://secure.opploans.com/register/lead_gate



California Disclosures and Privacy Policy | California Consumers can opt-out of the sale of personal information by clicking Do Not Sell My Personal Information.
Applications submitted on the OppLoans platform will be originated by one of our bank partners and serviced by OppLoans. Please see the Rates and Terms for details regarding the availability of products in your state of residence.

[1] Subject to credit approval and verification. Actual approved loan amount and terms are dependent on our bank partners' standard underwriting guidelines and credit policies. Funds may be deposited for delivery to your bank via ACH as soon as the same business day if verification is completed and final approval occurs before 12:00 PM CT on a business day. If approval occurs after 12:00 PM CT on a business day or on a non-business day, funds may be delivered as soon as the next business day. Availability of the funds is dependent on how quickly your bank processes the transaction.

[2] OppLoans' Bank Partners may use credit report information provided by Clarity Services and Experian as part of the application process to determine your creditworthiness. The credit inquiry will appear as a soft credit inquiry on your Experian credit report and a hard credit inquiry on your Clarity report. Therefore it will not affect your FICO credit score.

[3] Reviews reflect the individual's opinion and may not be illustrative of all individual experiences with OppLoans. Ratings on third-party websites may periodically change; please check the third-party websites for up-to-date reviews and ratings. Check loan reviews.

[4] Installment loan amounts typically range from $500 to $5,000. Annual percentage rate (APR) ranges from 99% to 195%. Installment loan lengths range from 9 to 18 months. Example: A $2,000 installment loan repayable in 9 monthly payments with an APR of 160% would have monthly payments of $394.58. Loan amount, APR, and repayment terms may vary by state, please see https://www.opploans.com/rates-and-terms/ for additional information. Approval is not guaranteed. If approved, your actual rate will fall within the marketed range of rates, and will be determined and assigned based on your creditworthiness, income, application information, and other relevant factors. Not all applicants will qualify for the lowest available rates. This is an

expensive form of credit and you should determine whether the offered product(s) meets your financial needs.

[5] According to the Consumer Federation of America, a non-profit consumer advocacy group, payday loans range in size from $100 to $1,000, depending on state legal maximums, and carry an average annual percentage rate (APR) of 400%. The maximum APR for a loan offered through and serviced by OppLoans is 195% and loan sizes range from $500 to $5,000. https://www.experian.com/blogs/ask-experian/how-payday-loans-work/

[6] OppLoans and its Bank Partners report customer payment history to the three major credit bureaus. On-time payments may improve credit score.

USA PATRIOT ACT NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you have questions or concerns, please contact the Opportunity Financial Customer Support Team by phone at (800) 990-9130, Monday – Friday, 7 a.m. – 11:00 p.m. and Saturday and Sunday between 9 a.m. – 6:00 p.m. Central Time, or by sending an email to info@opploans.com.

July 29, 2026

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Re: Application of OppFi Inc. and its affiliates (OppFi) to the FDIC (#20260654), OCC (#27220) and FRB to acquire BNC National Bank and to become a bank holding company, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Sirs and Madams,

On behalf of its low-income clients, Legal Services of New Jersey (LSNJ)[1] appreciates the opportunity to submit these comments opposing the above-referenced application of high-rate

[1] LSNJ is a non-profit corporation that supports and coordinates New Jersey's statewide Legal Services system, consisting of a network of five regional Legal Services programs in addition to LSNJ. The Legal Services system is New Jersey's primary provider of free legal assistance to low-income people in civil matters. When appropriate, LSNJ makes available information

fintech lender OppFi to create a bank, to become a bank holding company, and to acquire and merge with BNC National Bank.

OppFi relies on a single product – a breathtakingly expensive simple-interest installment loan marketed under the brand name "OppLoans." OppLoans made to New Jersey consumers bear **APRs from 99% to 179%, with a "typical" APR of 160%**.[2] Loans like these clearly exceed New Jersey's longstanding usury thresholds, are virtually always originated in the name of a bank that has little or no actual economic interest in the loans, and lead many New Jersey consumers to seek advice from Legal Services. The terms are so unfair as to shock the conscience.

For nearly three centuries, New Jersey has maintained strong usury law protections to protect its citizens against the harms resulting from high-cost credit, and since 1914 has maintained a robust licensing system for non-bank lenders providing additional consumer protections. *See* N.J.S.A. 17:11C-1 to -49. The lynchpin of New Jersey's usury law protections is the 30% annual interest rate limit under N.J.S.A. 2C:21-19(a), which the New Jersey Department of Banking & Insurance recognizes is applicable to New Jersey state-chartered banks. N.J.A.C. 3:6-12.1(c)(1); 34 N.J. Reg. 1491(a) (April 15, 2002).[3] New Jersey's Attorney General recently joined the Attorneys General of 19 other states in expressing urgent concerns about the degree to which lenders like OppFi operating with national bank charters would undermine these longstanding consumer protections:

> By acquiring national banks, high-cost lenders [like OppFi] would succeed in unlocking the benefits of the national banking system for the express purpose of expanding their predatory lending strategies to the national stage and circumventing the interest rate caps of 45 states and D.C. Granting these companies' applications would not only reward the outright evasion of state laws and hinder states' abilities to protect their consumers, but it would also invite other high-cost lenders to seek their own bank

and perspectives on matters of broad public importance in the lives of people in poverty based on its experience in representing tens of thousands of low-income people each year.

[2] https://www.opploans.com/rates-and-terms/new-jersey.

[3] New Jersey has had usury laws in place since 1738. Like those in many states, New Jersey's usury laws are derived from the Statute of Anne, 12 Anne Stat. 2, c. 16 (1713). The New Jersey Supreme Court has recognized that courts should give a "sympathetic sweep . . . to the State's policy against usury." *In re Greenberg*, 21 N.J. 213, 220 (1956); *accord Armin Corp. v. Kullman*, 127 N.J. Super. 600, 604 n.1 (Law Div. 1974); *Ferdon v. Zariello Bros*., 87 N.J. Super. 124, 143 (Law Div. 1965); *Deutsch v. IEDU Tech.*, 2022 WL 17172184, at *2 (N.J. App. Div. Nov. 23, 2022).

> mergers — or form rent-a-bank arrangements with these newly chartered banks to spawn even more predatory lending schemes.
>
> Granting national bank privileges to predatory fintechs would also irreparably harm consumers. These kinds of lenders specifically target the financially vulnerable and further trap them in cycles of debt.[4]

The consumer harms resulting from OppFi's lending practices are illustrated in numerous complaints filed with the CFPB, including these complaints by New Jersey consumers:

> I am submitting this complaint regarding a loan serviced by OppLoans and originated by XXXX XXXX XXXX (XXXX). While OppLoans states that XXXX is the lender, all servicing, communication, and consumer interaction is handled by OppLoans, . . . I believe the structure and handling of this loan may involve unfair, deceptive, and potentially predatory lending practices. . . .[T]he loan carries extremely high interest, resulting in a repayment amount that is significantly disproportionate to the original loan balance. Interest accrues rapidly, including daily accrual, which makes it difficult to make meaningful progress toward paying down the principal. . . . When I attempted to seek relief due to financial hardship, I was only offered limited temporary payment reductions (half payments for a short period), with no meaningful long-term solution such as a settlement, principal reduction, or structured hardship program. This creates a cycle where the balance continues to grow despite payments. (CFPB Complaint No. 21043172, Apr. 8, 2026)
>
> I am a New Jersey resident disputing a high-cost installment loan from Opportunity Financial, LLC (OppLoans). My {$4000.00} loan carries an APR of ~160 %, well above the 30 % criminal usury cap set by N.J.S.A. 2C:21-19. My balance has ballooned to more than {$7000.00} after job loss. Compounding this financial hardship, I am undergoing [medical] treatment [that] has significantly impacted my earning capacity and financial situation. Despite informing the lender of my medical and employment circumstances, I have not received meaningful assistance. (CFPB Complaint No. 17007941, Nov. 5, 2025)

[4] Letter from 20 State Attorneys General to Jonathan Gould, Kevin Walsh, and Travis Hill dated July 15, 2026, at 2-3 (available at illinoisattorneygeneral.gov/News-Room/Current-News/2026.7.15%20letter%20to%20prudential%20regulators%20about%20bank%20charters%20FINAL.pdf).

> I am submitting this formal complaint against Opportunity Financial, LLC (OppLoans) and XXXX XXXXXXXX XXXX for issuing loans with triple-digit APRs that I believe are deceptive, abusive, and intentionally structured to evade New Jersey state usury laws. I have received the following loans through the OppLoans platform: Loan # 1 . . . Amount Financed: {$2000.00} Finance Charge: {$1500.00} Total of Payments: {$3500.00} APR : 159.48 % Loan # 2 . . . Amount Financed: {$5000.00} Finance Charge: {$8200.00} Total of Payments: {$13000.00} APR : 159.47 % Term: 77 weekly payments of {$170.00} (CFPB Complaint No. 14623686, July 13, 2025)

OppFi's business model is also highly risky. Lending decisions rely on a black box model that eschews consideration of FICO scores, and remains opaque to many aspects of regulatory oversight of ability-to-pay descisionmaking.[5] This results in an inherently risky trade-off in which high default rates[6] must be counterbalance by extraordinarily high credit costs borne by customers who don't default – the consequences of which include chronic household budget deficits that leave some consumers feeling they have little alternative but to seek additional high-cost credit.

While OppFi's model may prove lucrative, providing unusually high returns in some economic circumstances, it is also risky, with increases in default rates threatening collapse based on economic fluctuations beyond the lender's control. A close reading of OppFi's most recent 10-K shows that OppFi itself acknowledges these extraordinary risks:

- "[W]e are a growing company with a relatively limited history operating at our current scale, **which may result in increased risks, uncertainties, expenses and difficulties, and makes it difficult to evaluate our future prospects**."
- "[O]ur models **have not yet been extensively tested during a full and prolonged down-cycle economic environment**. If our models do not accurately reflect a borrower's credit risk in such conditions, the performance of loans facilitated on our platform may be worse than anticipated."

[5] "OppFi's tech stack uses machine learning and real-time data analytics to generate credit decisions on behalf of bank partners. In contrast to traditional credit models, OppFi's models do not take into account traditional credit scores and instead uses alternative data to assist in identifying borrowers who have the ability to repay." OppFi Inc. Form 10-K dated March 12, 2026, at 7 (emphases added) (available at https://d18rn0p25nwr6d.cloudfront.net/CIK-0001818502/895b176d-836e-4fba-857b-51441bd4289a.pdf).

[6] OppFi consistently reports extremely high charge-off rates: "For the years ended December 31, 2023, 2024 and 2025 we experienced losses, which we refer to as net charge-offs, as a percentage of average receivables on the installment loans portfolio of 55.4%, 51.4% and 49.4%, respectively." *Id*. at 26.

- "[S]ubstantially all of our revenue is derived from a single loan product, and it is thus **particularly susceptible to fluctuations in the unsecured personal loan market**. We also do not currently offer a broad suite of product. . ."
- "[I]f we are unable to manage the risks related to new products and service offerings that we offer, our business, financial condition and results of operations could be adversely affected."[7]

Risky lending practices such as these, and the harms they cause to consumers, are simply incompatible with the FDIC's standards for safety and soundness, which require banks to "establish and maintain prudent credit underwriting practices," "make an informed lending decision and to assess risk," and "assess the ability of the borrower to repay the indebtedness in a timely manner." 12 C.F.R. Part 364, Appendix A, II.C. and D.

For all of the foregoing reasons, LSNJ respectfully urges the Federal Reserve hold public hearings on OppFi's application to acquire a national bank. This is especially important because the resulting bank would participate in OppFi's high-rate lending businesses while also acting as a federally-insured depository institution – responsible for safeguarding customer funds and helping to ensure the integrity of the nation's banking system. LSNJ also urges that OppFi's application should be denied in all respects in the absence of enforceable assurances that OppFi will at no time engage in lending that is not in full compliance with the borrower's home state law, regardless of its status as a national bank.

Thank you for your attention to this matter.

Respectfully submitted,

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Dawn K. Miller, Esq.
President, LSNJ

David McMillin

David McMillin, Esq.
Chief Counsel, Consumer Law

Dhairya Bhatia

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[7] *Id*. at 18-19.

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July 29, 2026

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Re: Application of Opportunity Financial ("OppFi") to FDIC (#20260654), OCC (#27220) and FRB acquire BNC National Bank, to create and merge with OppFi Bank, and to become a bank holding company, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Sirs and Madams,

Thank you for the opportunity to submit these comments on behalf of the National Center for Economic Justice (NCLEJ). Since our founding in 1965, NCLEJ has worked to advance economic, racial, and disability justice for low-income individuals, families, and communities across the country. Everyone deserves to thrive, not just survive. That means ensuring that we all have full access to the resources, support, and services we need to live healthy, fulfilling lives that are free from the bigotry and discrimination that have plagued this country from its inception. There are countless barriers to economic access and equity for the most marginalized communities in our nation, which is why NCLEJ relies on high-impact litigation, policy advocacy, and support for grassroots organizing to create structural change for a better future.

NCLEJ submits these comments in opposition to the application of Opportunity Financial ("OppFi") to acquire BNC National Bank, to create and merge with OppFi Bank, and to become a bank holding company.

Background

As consumer prices continue to rise, affecting everything from food, to fuel, to everyday household goods, it has become necessary for an increasing number of Americans to look for credit arrangements just to make ends meet.[1] The Federal Reserve Bank of New York reports that U.S. consumers have taken on an additional $18 billion in household debt since the final quarter of 2025. Americans now owe $591 billion more than they did in the first quarter of 2025, bringing total household debt to an all-time high of $18.8 trillion.[2]

Opportunity Financial ("OppFi") is a consumer lending company based in Chicago, Illinois that offers personal installment loans. OppFi's stated mission is to address financial challenges faced by "underserved Americans"[3] by providing them access to credit. OppFi does not hide the rates that it imposes on its installment loans. According to its own website, it makes loans ranging from $500 to $5,000 with 9 to 18-month terms, and with APRs of up to 195%;[4] rates that would violate the usury laws of 43 states.[5]

Because OppFi is not a bank, the way in which it operates is by partnering with an out-of-state bank and using that bank's charter and lax or nonexistent state interest caps to make loans. This partnership is often referred to as a "rent-a-bank" scheme. The scheme exploits a provision of federal law that allows banks to export their interest rates across the country,[6] thereby evading state usury laws meant to protect borrowers from abusive high-rate lending.

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[1] Financial Health Network, *FinHealth Spend Report 2023: U.S. Household Spending on Financial Services Amid Historic Inflation and an Uncertain Economy* (June 2023), https://finhealthnetwork.org/wp-content/uploads/2023/06/Spend-Report-2023-Final.pdf.

[2] Fed. Reserve Bank of N.Y. Ctr. for Microeconomic Data, *Quarterly Report on Household Debt and Credit* (Q1 2026), https://www.newyorkfed.org/microeconomics/hhdc.

[3] OppFi (last visited July 29, 2026), https://www.opploans.com/rates-and-terms/.

[4] *Id.*

[5] National Consumer Law Center, *High Cost Rent-a-Bank Loan Watch List* (July 2026), https://www.nclc.org/resources/high-cost-rent-a-bank-loan-watch-list/.

[6] *See* 12 U.S.C. § 85.

OppFi now seeks a bank charter to avoid the nearly unanimous judgment across the country that its rent-a-bank loans are illegal, destructive, and should be prohibited.[7]

Approval of Opp Fi's application would only expand the harm being caused by its predatory lending practices

Small, short-term installment loans are used for everyday borrowing needs, not big-ticket luxury purchases**.** They are used to finance ordinary things — car repairs, furniture, debt consolidation, even veterinary bills — for people already struggling to meet their monthly obligations, which underscores that personal installment loans of the type OppFi provides are not used by consumers for discretionary credit; they are for people covering basic financial gaps.

By its own admission, OppFi targets customers who are low-income borrowers, possess an average of only $270 in savings, and are unable to obtain credit elsewhere.[8] It markets its services by offering "no credit check loans," "loans for bad credit," and "emergency loans when you need funds fast."[9]

Charging often desperate customers sky-high interest rates is the key to OppFi's business model. Aware that almost a third of its loans will result in default,[10] it nevertheless continues to lend to high-risk, vulnerable borrowers, and generates income by offsetting defaults with the remaining triple digit interest rate loans that are paid in full. The result is record-breaking profits. In its

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[7] *See, e.g.* National Consumer Law Center, *High-Cost Rent-a-Bank Watch List* (July 2026), https://www.nclc.org/resources/high-cost-rent-a-bank-loan-watch-list/; Center for Responsible Lending, *Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt* (Jan. 2026), https://www.responsiblelending.org/research-publication/lost-opportunities-how-oppfi-traps-borrowers-unaffordable-debt; Center for Responsible Lending, *Stop High-Cost Lenders from Evading State Laws: An Overview of Rent-a-Bank Schemes & the Simple DIDMCA Opt-Out Solution* (Nov. 2023), https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/crl-didmca-factsheet-nov2023.pdf. *See also*, Letter from Kwame Raoul, Att'y Gen. of Ill., et al., to Jonathan Gould, Comptroller, Office of the Comptroller of the Currency, Travis Hill, Chairman, Fed. Deposit Ins. Corp., & Kevin Warsh, Chairman, Bd. of Governors of the Fed. Rsrv. Sys. (July 15, 2026) (letter signed by twenty attorneys general opposing national bank charters for companies that make high cost loans using rent-a-bank schemes), https://illinoisattorneygeneral.gov/News-Room/Current-News/2026.7.15%20letter%20to%20prudential%20regulators%20about%20bank%20charters%20FINAL.pdf?language_id=1&_sp=9bb8d1b4-9e6d-4c3e-907a-359ac8db2397.1785361044584.

[8] OppLoans by OppFi (last visited July 29, 2026), https://www.opploans.com.The website further reveals that 67% of OppFi's customer base is without a college education, and only 28% own their own homes.

[9] *Id.*

[10] Whitney Barkley-Denney, Andrew Kushner & Candice Wang*, Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt*, Center for Responsible Lending at 5 (Jan. 2026), https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/crl-lost-opportunities-jan2026.pdf

March 2026 report to investors, OppFi touted a 74.7% increase in net income, a new company record.[11]

The excessive interest that OppFi charges imposes steep costs on borrowers. Despite professing to provide an essential service to the credit and income constrained, OppFi saddles its customers with high-priced debt that is often difficult for borrowers to repay on time while meeting other financial obligations. This can lead to delinquency, default, or missed payments on other debts, which in turn can lead to late fees and sometimes debt collection lawsuits. A recent study measuring the credit and financial health outcomes of high-cost installment loan borrowers found that one in four borrowers with past due loans had their wages garnished and/or their car repossessed.[12]

OppFi practices also hurt borrowers' access to additional credit. Merely carrying high-cost debt can make it harder for customers to qualify for loans with better terms, thereby reducing their access to more affordable credit elsewhere. Moreover, OppFi reports the negative outcomes of its defaulted loan customers to credit reporting agencies, damaging their credit scores, and making it harder for them to access credit in the future.

High-cost installment loans also have a disproportionate impact on communities of color, with the harmful effects growing fastest for Black and Latino households. Although the use of bank installment loans increased for both white and Latino households from 2021-2022, the use of high-cost *non*-bank installment loans, like the kind OppFi issues, increased only for Black and Latino households, almost tripling for Black households.[13]

Racial disparities like these often underlie an insidious form of discrimination known as "reverse redlining," a practice that involves targeting residents within certain geographic boundaries, often based on income, race, or ethnicity, and giving those targeted borrowers credit on unfair terms.[14] Reverse redlining is not new. Research on the subprime mortgage crisis of the early 2000s found Black and Latino borrowers were more likely to receive higher-rate subprime loans

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[11] OppFi News Release, *OppFi Reports Record Annual Revenue, Net Income, and Adjusted Net Income* (March 11, 2026), https://investors.oppfi.com/news/news-details/2026/OppFi-Reports-Record-Annual-Revenue-Net-Income-and-Adjusted-Net-Income/default.aspx.

[12] Sunny Glottmann, Charla Rios & Pete Smith, *Unsafe Harbor: The Persistent Harm of High-Cost Installment Loans*, Center for Responsible Lending (September 2022), https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/crl-safe-harbor-low-sep2022.pdf.

[13] Financial Health Network, *FinHealth Spend Report 2023* at 26 (June 2023), https://finhealthnetwork.org/wp-content/uploads/2023/06/Spend-Report-2023-Final.pdf.

[14] Asma Husain, *Reverse Redlining and the Destruction of Minority Wealth*, Mich. J. L & Race (Nov. 2, 2016), https://mjrl.org/2016/11/02/reverse-redlining-and-the-destruction-of-minority-wealth/.

than white borrowers even after accounting for credit scores and other objective factors.[15] Whatever form it takes, the effect of exorbitant interest rate loans remains the same – borrowers are trapped in a cycle of sustained debt, aggressive collection practices, and a net drain on household wealth for individuals and communities that can least afford it.[16]

Becoming a national bank would allow OppFi to continue its predatory loans evading state usury laws and charging triple digit APRs to vulnerable, low-income borrowers.

Conclusion

OppFi's application would be an unprecedented use of a national bank charter for the purposes of a business model built on outrageously usurious and destructive loans that have no place in the national bank system. ***NCLEJ strongly urges that OppFi's application be denied.***

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[15] Debbie Gruenstein Bociana, Keith S. Ernst & Wei Lib, *Race, Ethnicity and Subprime Home Loan Pricing* , Journal of Economics and Business 60 (2008) 110–124, https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/jeb-60-2008-110124-bocian-ernst-li.pdf.

[16] Center for Responsible Lending, *Federal Regulators Must Stop Predatory Lenders from Acquiring National Banks and Exporting High-Cost Loans to More Working Families (*April 30, 2026), https://www.responsiblelending.org/media/federal-regulators-must-stop-predatory-lenders-acquiring-national-banks-and-exporting-high

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Re: Application of Application of Opportunity Financial ("OppFi") to acquire BNC National Bank, FDIC No. #20260654, OCC 2026-Combination-3446751, Federal Reserve Board, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Sirs and Madams,

Thank you for the opportunity to submit these comments on behalf of the low-income clients of the National Consumer Law Center (NCLC) on the application by Opportunity Financial ("OppFi") to acquire BNC National Bank, to become a bank holding company, and to secure other approvals to consummate the merger. Since 1969, the nonprofit National Consumer Law Center® (NCLC®) has worked for consumer justice and economic security for low-income and other disadvantaged people in the U.S. through its expertise in policy analysis and advocacy, publications, litigation, expert witness services, and training.

We urge the Federal Deposit Insurance Corp. ("FDIC"), Office of Comptroller of Currency ("OCC") and Federal Reserve Board ("FRB") (collectively, "bank regulators" or "federal bank regulators") to deny the applications. OppFi's business model is irresponsible, predatory, risky, not safe or sound, does not meet the conveniences or needs of the community, and may not result in effective anti-money laundering activities.

We also urge the bank regulators to request additional information detailed below on OppFi's lending practices and to hold public hearings. In addition, the bank regulators should make OppFi's applications public and grant a further comment period of at least 30 days from publication of the applications.

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Introduction and Summary

OppFi targets struggling borrowers with high-rate installment loans as high as 195% APR. Loans at OppFi's rates are banned in up to 45 states, depending on the size of the loan. OppFi also seeks to expand its lending to include short-term payday loans ("earned wage access") and lines of credit. OppFi is transparent that it seeks a national bank charter so it can make high-cost loans in all 50 states regardless of state law.

OppFi's loans are predatory, irresponsible, unsafe and unsound and do not belong in the banking system. OppFi has charge-off rates that exceed 55%. The high charge-offs and abusive lending practices that characterize OppFi's lending would not be tolerated in traditional bank lending and should be grounds for denying an application to acquire a national bank. OppFi makes unaffordable loans that borrowers are not able to repay on their original terms. It targets borrowers with low credit scores and is far more likely to harm than to help their credit history. OppFi has abusive refinancing practices that prolong unaffordable loans and increase costs for little additional credit. OppFi's lending poses a high risk of violating consumer protection and other laws, including those governing unfair, deceptive or abusive practices, debt collection, credit reporting, fair lending, military lending, privacy and data security, know-your-customer, and community reinvestment requirements.

OppFi violates the principles of responsible lending that the bank regulators have developed over decades, including the Interagency Guidance for Responsible Small-Dollar Loans approved in 2020 during President Trump's first term. OppFi engages in predatory, unfair, or deceptive practices that, in the OCC's words, should be "eliminate[d] … in the federal banking system"' and should not be allowed to come in through the front door.[1]

OppFi has faced state enforcement and private litigation, and undoubtedly wants a national bank charter as a shield. But that is not an appropriate reason to grant a bank charter. The national bank charter should not be turned into a vehicle for allowing predatory lenders to avoid the interest rate caps of virtually every state, and OppFi should not be allowed to use a chart to avoid accountability for its predatory, unfair, deceptive and unconscionable practices beyond its high rates.

OppFi's desire to expand to short-term payday loans (so-called "earned wage access") is also deeply concerning. The bank regulators have long warned of the unsafe and unsound nature of payday loans. To approve this charter is to approve the deliberate use of a bank charter to make payday loans. Approving this application could set a precedent for other payday lenders to seek to acquire national bank charters, and would turn that charter into a vehicle for predatory lending and evasion of state consumer protection laws.

OppFi's plan to offer lines of credit, undoubtedly at high interest rates and potentially with opaque and deceptive pricing through fees, risks national bank imprimatur of deeply abusive practices seen at similar high-rate lenders.

OppFi also has questionable anti-money laundering compliance, with many consumers complaining about loans in their name that they did not take out. That is yet another ground to seriously question this application.

[1] OCC, National Banks and Federal Savings Associations as Lenders, 85 Fed. Reg. 68742, 68746 (Oct. 30, 2020).

Approval of OppFi's applications would also deeply injure and threaten the national bank charter. Allowing predatory lending to take place in the name of a national bank would endanger the public trust on which banks rely and would threaten the financial stability of banks' deposit and credit customers, risking defaults and charge-offs. OppFi's application has also led to calls to pass legislation to end bank preemption rights, which we would welcome but would likely concern banks.

A national bank charter is a privilege, not a right. OppFi's lending is not responsible, safe or sound, it does not meet the conveniences or needs of the community, and that type of lending should not be allowed under a national bank charter.

1. OppFi's High-Cost Current and Anticipated Lending Practices

1.1. OppFi charges Usurious, Unaffordable Interest Rates That are Prohibited in Most States

OppFi offers online installment loans of $500 to $5,000 with 9- to 18-month terms.[2] Its standard loan was previously 160% APR. It currently provides an APR range of 99% to 195% in most states, though only up to 179% APR in a few.[3] OppFi gives these examples of the loans it makes:

- $2,000, 160% APR, 9 monthly payments of $394.58 (for a total of $3,551.22)
- $3,000, 160% APR, 12 monthly payments of $514.60 (for a total of $6,175.20)
- $4,000, 160% APR, 18 monthly payments of $595.14 (for a total of $10,712.52)[4]

The amount of interest charged on those loans is staggering – $1500 over only 9 months for a struggling borrower repaying a $2000 loan, and exceeding the loan itself for larger loans.

OppFi originally offered its loans through state licenses in some states, confining its rates and loan sizes to those permitted in the state. In other states, OppFi offered loans through rent-a-bank schemes, laundering its loans through bank partners to attempt to evade state rate caps.[5] OppFi has now transitioned to a model where all loans are originated through banks, though the bank retains only 2% to 5% of the loan receivable OppFi purchases about 96% of the receivables and the bank's role is minor compared to OppFi's.[6]

However, due to the questionable legality of its rent-a-bank program, OppFi does not lend in every state. OppFi currently offers loans in 39 states and generally stays out of states that have a history of challenging evasions of their usury laws. (OppFi is also currently in litigation with the State of California.[7])

OppFi's loans, even at their "low" end of 99% APR, are prohibited in up to 45 states, depending on the size of the loan. Of the 43 states that regulate the rates on a $2,000 loan, two-year installment loan, the highest rate permitted is 59% APR, and the median is 34% APR.[8] That is,

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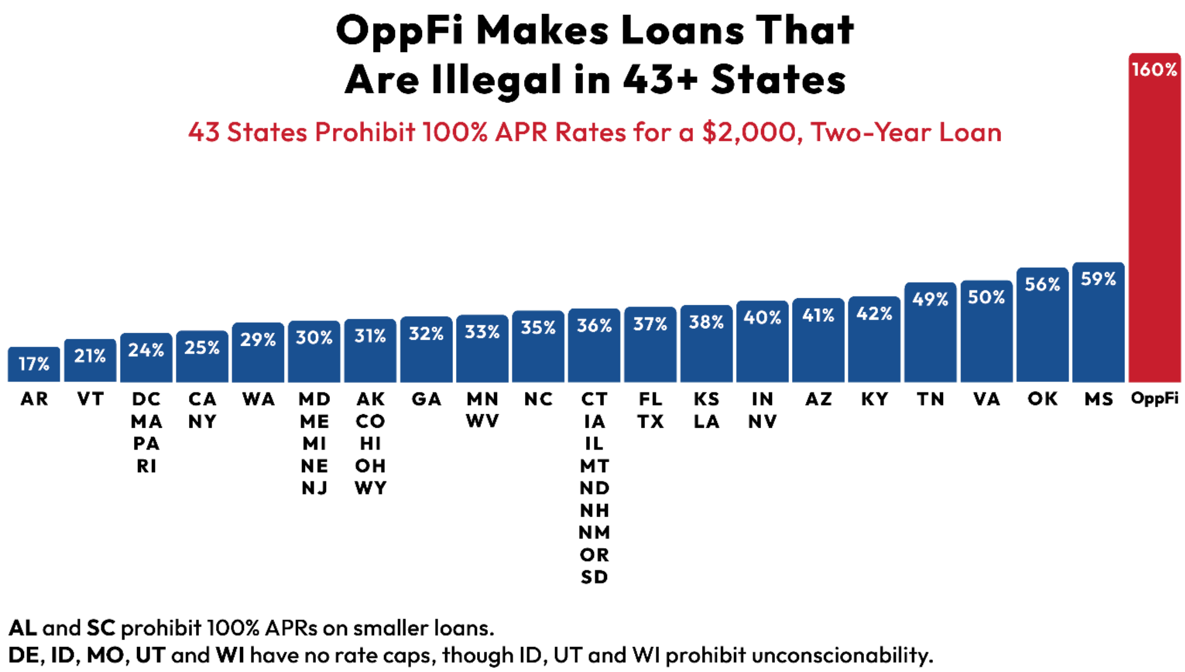
[2] OppFi, Rates, Terms and Licenses (last visited July 22, 2026).
[3] *Id.*
[4] *See, e.g.,* Installment Loans in Alabama | Rates and Terms | OppLoans (last visited July 22, 2026).
[5] *See* NCLC, High-Cost Rent-a-Bank Loan Watch List (updated July 21, 2026).
[6] *See* Cross-Complaint For: (1) Violation of the California Financing Law; (2) Violation of the California Consumer Financial Protection Law, Opportunity Fin., LLC v. Hewlett, No. 22STCV08163 (Sup. Ct. Cal. Apr. 8, 2022).
[7] *See* Opportunity Fin., L.L.C. v. Hewlett, No. 22STCV08163 (Cal. Super. Ct. May 19, 2026), *appeal filed* (Cal. Ct. App. July 21, 2026).
[8] NCLC, Fact Sheet: State Annual Percentage Rate (APR) Caps for $500, $2,000, and $10,000 Installment Loans (Dec. 18, 2025) ("NCLC, APR Caps").

OppFi's rates are more than twice the highest rate permitted in those states and over four times the median rate. Not a single state that has considered the highest appropriate rate for a $2,000 loan has allowed rates anywhere close to OppFi's.



Two additional states, Alabama and South Carolina, do not cap the rates on $2,000 loans. But Alabama limits the rates on loans up to $2,000; the maximum rate on a $1,000, one-year loan is 64% APR.[9] South Carolina's rate limit, which applies to loans up to $600, allows only 58% APR for a $600, 9-month loan.[10] Thus, OppFi offers loans that are prohibited in 45 states.

Even on smaller loans, where rate caps tend to be higher, nearly every state prohibits OppFi's rates. Of the 45 states that limit the rates on a $500, 6-month installment loan, the median rate is 39.5% APR and only two permit rates over 160% APR.[11] The maximum rate permitted would be even lower in many states with OppFi's minimum term of 9 months, as any fees would be spread out over a longer period.

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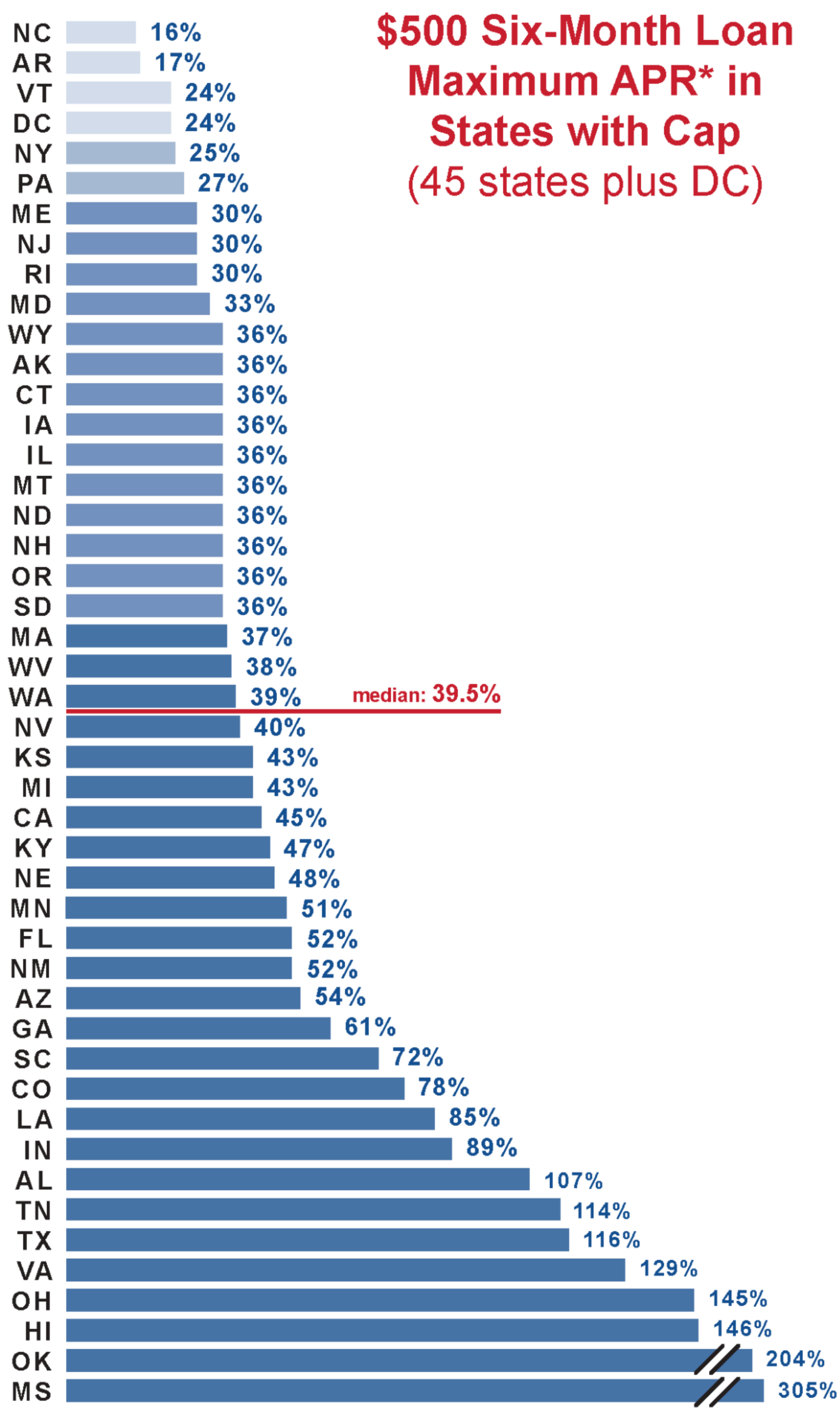
[9] Ala. Code § 8-8-14(a). For loans less than $2,000, the state permits add-on rates of $15 per $100 per year for the first $750, plus $10 per $100 per year for the remainder. In addition, the lender may charge an interest surcharge of 6% of the first $2,000 of the amount financed. Including all those costs, NCLC computes an APR of 64% for a one-year, $1,000 loan.

[10] S.C. code Ann. § 37-3-201(c). For loans of $600 or less, South Carolina permits $25 per $100 per year, plus 7% of cash advance or $56, whichever is less. Including those costs, NCLC computes an APR of 58% for a $600, 9-month loan.

[11] NCLC APR Caps, *supra*.



No cap except unconscionability**: **ID, UT, WI**

No cap: **DE, MO**

1.2. OppFi's Planned Expansion Into Earned Wage Payday Loans Could Bring Abusive Payday Loans to Every State

Beyond the installment loans that OppFi presently offers, OppFi has stated in an investor presentation that the BNC Bank acquisition will allow it to expand into at least three additional products: earned wage access, lines of credit, and small business lending.[12]

So-called "earned wage access" is a form of short-term, balloon-payment payday loan: funds are advanced ahead of payday and are repaid from payroll or the borrower's bank account a few days later on payday.[13] Earned wage payday loans have very high APRs, frequently over 200% and often as high as 800% or higher.[14] Fees are supposedly voluntary, but free options are slow, inconvenient and hard to access; data regularly show that about 90% of loans carry fees.[15]

Earned wage payday lenders have various arguments why their loans are not loans and their fees and costs are not interest or finance charges. But to date, 15 out of 15 courts have rejected those claims.[16] Many of those courts have directly found that earned wage payday loans fit the description of payday loans covered by the Truth in Lending Act.[17]

With a bank charter, OppFi could offer earned wage payday loans without even worrying about disguising the fact that the loans are loans. It could charge mandatory fees directly, because it could ignore the state laws that prohibit or limit the rates of payday loans or small dollar loans. For example, one major provider of a cash advance product similar to earned wage access, Dave, operates through a bank partner and makes its fees mandatory.[18]

Indeed, OppFi Bank could even charge higher rates than payday lenders. The typical payday loan rate of $15 per $100 for a two-week loan is 391% APR. But earned wage payday lenders frequently push multiple, very small loans for only a few days, which can reach 750% to 800% APR or even higher.[19]

Like traditional payday loans, earned wage payday loans lead to a cycle of debt. The balloon payment required very quickly after taking out the loan leads to a hole in the next paycheck, leaving the borrower short of funds. That triggers a need to borrow again in a never-ending cycle. The average borrower takes out earned wage payday loans on average once or more every single paycheck, roughly 36 times a year, with many taking out over 100 loans a year.[20]

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[12] OppFi, Investor Presentation, Slide 8 (June 2026).
[13] *See* Letter to Rep. Steil from 226 Labor, Civil Rights, Consumer, Legal Services and Community Groups and Academics opposing H.R. 9330 (June 29, 2026).
[14] NCLC, MoneyLion's Costly "0% APR" "Earned Wage" Payday Loans (May 22, 2025); NCLC, DailyPay Extracts Hundreds of Dollars From Low-Wage Workers' Pay (May 8, 2025); NCLC, Data on Earned Wage Advances and Fintech Payday Loan "Tips" Show High Costs for Low-Wage Workers (Apr. 10, 2023).
[15] *Id.*
[16] NCLC, Courts Reject Claims that Payday Loan Apps Don't Offer Loans (updated July 2026).
[17] 12 C.F.R. pt. 1026, Supp. I, Paragraph 2(a)(14) Credit, ¶ 2 ("Payday loans; deferred presentment"); *see, e.g.,* Ramirez, et al. v. Activehours, Inc., 828 F.Supp.3d 1040, 1046 (N.D. Cal. 2026).
[18] *See* Up to $500 in 5 min or less (last visited July 23, 2026) (banking services provided by Coastal Community Bank; fee is equal to the greater of $5 or 5%). Dave uses a different evasion than earned wage payday lenders, claiming its fees are "overdraft fees" and thus not finance charges. *See* NCLC et al., Comments in Support of CFPB's Proposed Interpretive Rule on Earned Wage Advances at 18-22 (Aug. 30, 2024).
[19] *See supra* note 14.
[20] *Id.*

With so many loans, costs multiply. Many people pay hundreds of dollars a year in fees on earned wage payday loans.[21] In addition to direct fees, research shows that earned wage payday loans increase overdraft fees[22] and nonsufficient funds fees.[23] Borrowers are also likely to use multiple earned wage payday loan apps and increase their use of regular payday loans after starting to use earned wage payday loans.[24]

There is no reason to think that OppFi's earned wage payday loans would be any different than others on the market today except in ways that are worse. As noted above, OppFi Bank could charge high, mandatory fees. OppFi Bank could also omit some of the features that other lenders use to argue that they are not making loans, such as providing a right to revoke payment authorization, stating that there is no obligation to repay, and refraining from using third-party debt collectors, suing, or selling debt to debt buyers. OppFi would not have to deny that it is making loans as it would be free from state rate caps regardless.

1.3. OppFi's lines of credit could be an especially abusive product.

While OppFi's investor presentation does not state the rate that it plans to charge on its lines of credit, there is no reason to think that the rates would be materially lower than for its installment loans. High-cost loans structured as open-end credit are an especially abusive product for several reasons:

- The APRs on high-cost lines of credit tend to be disguised and deceptive, with obscure and complex fee structures as the primary cost of the credit instead of a transparent periodic interest rate.
- The payment amounts are not clear, with the amount of the monthly or biweekly payment varying based on the outstanding credit and the fees applied.
- The amount of time needed to pay off a credit extension is unclear and often deceptive.
- With no clear end date and payments that go primarily to fees with little principal reduction, high-cost lines of credit trap people in endless debt.[25]

The lines of credit offered by another high-cost lender attempting to purchase a national bank, Enova, illustrate these concerns.[26] For Enova's NetCredit lines of credit, instead of charging and disclosing a transparent APR, it offers completely opaque and deceptive pricing with an initial cash advance fee of 10% of the advance plus a "Statement Balance Fee" at the end of each biweekly or monthly billing cycle.[27] No APR is disclosed, and the display of information about a single payment could lead a consumer to confuse the 2.5% statement balance fee, or the 10% cash advance fee, with the APR. Even the author of these comments, a consumer law expert, struggles to calculate the APR, but it is likely well over 100%.

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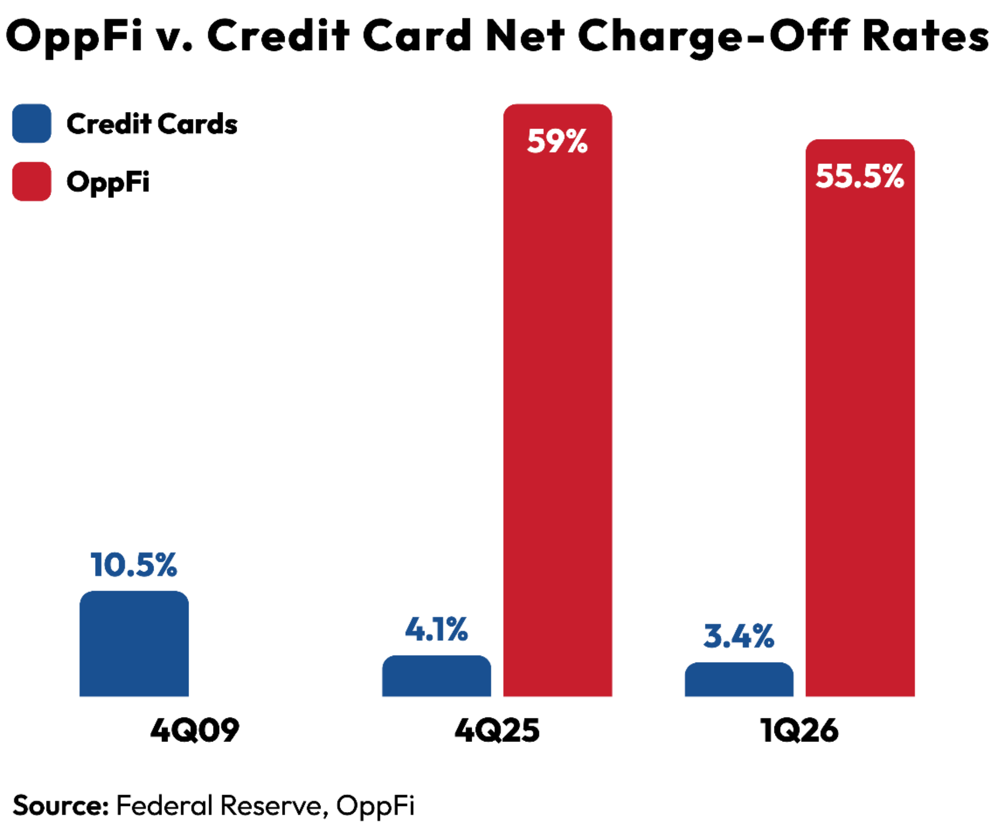
[21] *See id.*; NCLC, The Affordability Problem of Earned Wage Payday Loans (Feb. 19, 2026).
[22] Lucia Constantine et al., Center for Responsible Lending, Not Free: The Large Hidden Costs of Small-Dollar Loans Made Through Cash Advance Apps (Apr. 3, 2024) ("CRL, Not Free").
[23] Center for Responsible Lending, November 2025 EarnIn Study Shows the Harms of Payday Loan Apps.
[24] CRL, Not Free, *supra*; Center for Responsible Lending, A Loan Shark in Your Pocket: The Perils of Earned Wage Advance (Oct. 14, 2024) ("CRL, A Loan Shark in Your Pocket").
[25] *See* NCLC, Statement of Policy Regarding Prohibition on Abusive Acts or Practices at 3-6 July 3, 2023).
[26] NCLC, Comments on the Application to Charter Enova Interim Bank & Acquire Grasshopper Bank at 3, 5-7 (Feb. 27, 2026).
[27] *See* net credit rates and terms (last visited July 14, 2026) (select "Line of Credit").

Many consumers have been confused and deceived by these and similar high-cost lines of credit, complaining that the credit is unaffordable and traps them in unending debt.[28] OppFi Bank's lines of credit would likely face the same issues.

2. OppFi's Lending Practices Are Irresponsible, Risky, Unsafe and Unsound

2.1. OppFi makes unaffordable loans that borrowers are not able to repay on their original terms.

Appropriate underwriting for ability to repay is a core requirement of safe, sound and responsible lending.[29] Yet OppFi's public filings show shockingly high annualized net charge-off rates of over 55%.[30] OppFi's 55.5% net charge-off rate in the first quarter of 2026 is more than 14 times the 3.4% credit card charge-off rate and even 10 times the peak 10.5% credit card charge-off rate in the fourth quarter of 2009 due to the Great Recession.[31]



[28] *See supra* notes 25, 26.
[29] National Consumer Law Center, *Federal Ability-To-Repay Requirements for Small Dollar Loans* (Nov. 1, 2021), Federal Ability-To-Repay Requirements for Small Dollar Loans - NCLC.
[30] *See* cross river IQ, Q4 Consumer Lending Review (May 27, 2026) (59% net charge-off in 4Q25, 55.5% in 1Q26); Alex Horowitz & Chase Hatchett, Pew Charitable Trusts,Rent-a-Bank Payday Lenders' New Filings Show 55% Average Loss Rates (Jan 9, 2023).
[31] Board of Governors of the Federal Reserve System, Charge-Off and Delinquency Rates on Loans and Leases at Commercial Banks.

Even considering the fact that OppFi's borrowers are heavily subprime, these are astounding differences. In fact, a New York Federal Reserve Bank analysis that tracked lifetime average charge-off rates to credit card borrowers in different FICO score ranges found only an 8% to 10% net charge-off rate for the borrowers with 600 to 650 FICO scores.[32] Even the cohort default rate for credit card borrowers with the lowest 600 FICO scores was only 11.9%.[33]

Charge-off rates at OppFi's levels show per se unsafe and unsound practices and should not be allowed for a national bank – or for any bank seeking deposit insurance. It is hard to imagine that there is a single national bank today that has charge-off rates that come anywhere close to that level.

Charge-offs are only the tip of the iceberg of unaffordable lending. Even if they do not charge off, many borrowers pay late, incur late fees or overdraft fees from automated payments made when the consumer has insufficient funds, or are unable to meet other payment obligations when OppFi payments leave them without the funds needed for necessities. Late payments reported to credit bureaus harm their credit scores.

Here are a few examples of complaints about OppFi submitted to the Consumer Financial Protection Bureau (CFPB):

> **Washington, # 20915877, 4/1/2026**
>
> "I'm a father of three boys age XXXX XXXX and XXXX I currently facing financial hardship as I turn to the lender I was approved for a loan of {$2500.00} Making payment of {$230.00} every two weeks this is very hard for me…. I notice that they said after getting a loan of {$2500.00} I should pay back about {$4700.00} This was not the reason I took the loan and they are causing me more financial distress I was XXXX this company for making my life, and my family in XXXX"
>
> **Alabama, # 10374176, 20/7/2024**
>
> "I took out this loan to bury my XXXX because he had no insurance or anything else. I have to pay XXXX every XXXX weeks, I have paid XXXX (XXXX payments) and they stating that I still owe XXXX??? The original loan amount was only XXXX definitely believe that I have been tricked into accepting this "" Predatory lending ''!!! So they are taking my payments and not putting anything or very little, (XXXX or XXXX dollars) towards the principal part of the loan.
>
> I think this is so unfair, because I'm having to do without food, medication, etc because of this "" Extremely '' high interest they are charging me!
>
> I have XXXX XXXX, and my medicine is very high, If I would have known that this company was gon na take advantage of me because I needed funds for my brother 's service, I definitely would have never used them, But everything looked legit online.

[32] Itamar Dreschsler et al., Federal Reserve Bank of New York Staff Reports, Credit Card Banking at 35 (Oct. 2025). The study looked at cohorts that originated between January 205 and December 2017 and tracked them until December 2023.
[33] *Id.* at 5.

PLEASE reach out to them and see if they can do anything to help me with this loan, maybe refinancing at a lower rate that I can afford?

I know there are good people in this world, and hopefully some of the owners of this company will have enough XXXX to make this right for me, I'm going through a very rough time because of this loan, Please help me with this issue. "

Virginia, # 19416027, 2/11/2026

"In XX/XX/XXXX, I obtained a {$2600.00} installment loan requiring weekly payments of {$110.00} at an XXXX of approximately 160 %.

Since XX/XX/XXXX, I have made multiple weekly payments as agreed. However, my payment history reflects extended periods during which cleared payments were applied entirely to interest, with {$0.00} applied toward principal reduction….

In each of these instances, despite timely payments being made, the principal balance did not decrease. As a result, after months of consistent payments, the outstanding principal has remained largely unchanged for extended periods of time…."

Florida, # 11477327, 1/12/2025

"In XX/XX/year>, I took out a {$2000.00} loan from OppLoans to cover overdue HOA payments, as HOA rates across Florida had more than doubled, leaving me in a desperate situation to prevent foreclosure on my home. While I have consistently made payments on the loan, the terms essentially resembling those of a payday loan have created a financial trap with no end in sight.

The interest rate on this loan is an astronomical 178.51 %, resulting in {$1600.00} in finance charges and interest. This excessive rate has made repayment unsustainable and feels grossly unfair, especially since I have already paid back the {$2000.00} principal. Asking me to pay nearly {$2000.00} in additional charges is unreasonable and appears to be predatory and exploitative.

I urgently need help to address this situation…. This loan has become a significant financial burden that far exceeds what is reasonable or ethical, and I need assistance to resolve this injustice fairly and equitably."

Lending to subprime borrowers is not an excuse for lending without regard to ability to repay. Access to credit is responsible only if the credit is affordable and does not leave the borrower worse off. The federal banking agencies have repeatedly warned lenders against irresponsible subprime lending, as detailed below,[34] and a lender with these practices should not be admitted into the banking system.

2.2. OppFi has abusive refinancing practices that prolong unaffordable loans and increase costs for little additional credit.

OppFi's refinancing practices are abusive. Frequent refinancing disguises defaults, prolonging debt and unaffordable loans. The practice pushes consumers to incur high additional interest

[34] *See* NCLC, Federal ability-to-repay requirements for small dollar loans and other forms of non-mortgage lending (Nov. 2021).

charges for little additional credit. Trapping borrowers in debt through automated repayments and frequent refinancing is the basis of OppFi's profit model.

Refinancing can disguise default rates. A loan that is refinanced was theoretically paid off, and the additional credit provided can put off the default for a period of time. The new loan may eventually default but not immediately. Refinancing, especially of high-cost loans, can be abusive as it increases consumer debt, prolongs the period of indebtedness, and adds high amounts of interest for very little additional credit.

High-cost lenders like OppFi may even prefer borrowers who default over those who have the capacity to repay and who thus may repay early, reducing their interest charges. A report on another high-cost lender similar to OppFi shows how refinancing can disguise defaults and perpetuate unaffordable lending while having staggering default rates.[35]

In 2021, the District of Columbia Attorney General's ("DC AG") office sued OppFi both for violating DC's interest rate limits and for a variety of deceptive and abusive practices.[36] OppFi ultimately agreed to a $2 million settlement.[37] Among the conduct challenged was OppFi's refinancing practices. DC's investigation found that about half of OppFi consumers refinance and 75% of OppFi's net income comes from refinancing. DC's complaint alleged:

> 36. In addition, OppFi fails to disclose material information when it reaches out to existing qualifying customers to invite them to refinance their loans. Customers are qualified to refinance OppLoans if they have paid the lesser of 15% of their principal balance or $400.
>
> 37. These refinances provide limited funds to consumers because they only provide consumers with the amount of funds that they have already paid off. For instance, if a consumer's first loan was for $1000, and the consumer paid off $200 in principal, the consumer would receive only $200 in the refinance, to bring the new principal balance back to $1000.
>
> 38. Approximately half of OppFi customers refinance their loans, with the average customer refinancing more than two times. In its solicitations, OppFi presents refinancing as a simple way for consumers to get more money. For instance, one solicitation touts: "Refinancing might sound complicated but it's actually pretty simple. To 'refinance' just means applying for a second loan to pay the balance of your existing loan and provide you additional funds."
>
> 39. In its solicitations, OppFi fails to mention that refinancing a current loan is often more expensive than simply obtaining a second loan. For example, a consumer with an OppLoan for $1200 at a 160% APR who refinanced her loan after paying $258 in principal (receiving $258 in cash through the refinance) would pay a total of $1336.09 in

[35] National Consumer Law Center, Misaligned Incentives: Why High-Rate Installment Lenders Want Borrowers Who Will Default (July 2016), Misaligned Incentives: Why High-Rate Installment Lenders Want Borrowers Who Will Default - NCLC; Proposed Statement of Decision After Court Trial, De La Torre v. CashCall, No. 19CIV01235 (Sup. Ct. Cal. Nov. 17, 2022).

[36] *See* DC Office of the Attorney General, Press Release, AG Racine Sues Online Lender for Making Predatory and Deceptive Loans to 4,000+ District Consumers (Apr. 6, 2021).

[37] DC Office of the Attorney General, Press Release, AG Racine Announces Over $2 Million Settlement with Predatory Online Lender Will Compensate Thousands of District Consumers (Nov. 30, 2021).

interest as a result of the refinance. However, if that same consumer simply took out a second loan for $258, she would pay $1088.93 in combined interest on the two loans.

40. OppFi pushes consumers to refinance because these loans are less expensive for OppFi (despite being more expensive for the consumer) since OppFi does not have to incur the marketing and acquisition costs for these existing customers. Indeed, 75% of the pre-tax income that OppFi makes from OppLoans consumers is the result of refinancing.[38]

A study by the Center for Responsible Lending of transactional data in borrower bank accounts uncovered examples of OppFi borrowers caught in an unaffordable cycle of refinancing.[39] Approximately 34% of OppFi borrowers refinanced their loan at least once. On average, borrowers who refinanced their OppFi loan refinanced two times, while 10% had five or more refinances.[40] The median consumer refinanced after only three months. Even though OppFi's maximum loan term is 18 months, some borrowers were in continuous, uninterrupted debt for several years due to refinancing.

OppFi's refinancing practices, combined with its high rates, are a key reason why many consumers complain of paying endlessly with little reduction in principal. Below are a few examples of complaints submitted to the CFPB showing how OppFi's refinancing practices harmed borrowers.

North Dakota, # 17389498, 11/20/2025

I am filing a complaint regarding a high-cost installment refinancing loan … serviced by Opportunity Financial LLC XXXX OppLoans). I am a XXXX XXXX XXXX and signed the most recent refinancing agreement on XX/XX/year>, for {$3200.00} at an APR of 159.13 %. Of this financed amount, only {$400.00} was provided to me as new funds while {$2700.00} was used to refinance an existing OppLoans balance. This loan structure resets the interest cycle and prevents meaningful reduction of principal.

Over the past XXXX months, I have paid OppLoans a total of {$10000.00}, yet I have received very little net benefit due to repeated refinancing cycles and high interest charges. On this current loan alone, I have paid {$1500.00} so far, yet the remaining amount owed is still thousands of dollars….

I have repeatedly asked OppLoans to negotiate or settle this balance without defaulting and have been told that no settlement options are available unless the loan goes into collections. This appears to incentivize default rather than allow responsible repayment….

This loan was marketed as a financial solution but functionally increased long-term debt cost and prevented payoff progress.

[38] Complaint for Violations of the Consumer Protection Procedures Act, Dist. of Columbia v. Opportunity Financial, LLC, at 9-10, No. 2021 CA 001072B (Sup. Ct. DC Apr. 6, 2021). ("DC v. OppFi").
[39] Center for Responsible Lending, Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt (Jan. 27, 2026).
[40] *Id.* at 7.

California, #18975513, 1/24/2026

> It's becoming hard to keep up with the payments of this loan. I got it as a refinance to a previous loan. The interest charged is an exorbitant amount, to the tune of 159.22 %. By the end of the payment terms if paid on time would be more than double what the refinance amount is ({$3000.00}), if not almost triple ({$8000.00}). As it was it was already hard keeping up with the previous one but this one is just ridiculous.

This type of abusive refinancing is exactly what bank regulators have fought for decades, as discussed below.

2.3. OppFi targets borrowers with bad credit and low credit scores, and is far more likely to harm than to help credit history.

OppFi targets struggling borrowers with low credit scores. It promotes its products for people with "bad credit" and touts the fact that it does not rely solely on FICO scores or credit history.[41] OppFi's business model is clearly not based on making affordable, sustainable loans the borrower can repay. Making high-cost loans to people with low credit scores is likely to have a particularly disproportionate impact on borrowers of color and to exacerbate longstanding injustices that have deprived many communities of assets, leaving them vulnerable to predatory lending.[42]

The DC AG's claims in its lawsuit against OppFi also include allegations that OppFi misrepresented that its loans would help consumers build credit when they were more likely to do the opposite:

> 32. In addition, OppFi advertises that taking out an OppLoan will help consumers build their credit histories. For example, on its website, OppFi states that it will "go above and beyond to make your personal loan experience easy and help you build your credit history."
>
> 33. OppFi, however, knows that for a large portion of its consumers, these promises are false. Indeed, OppFi's underwriting model anticipates that up to one third of their borrowers will fail to repay the loan and default. For these consumers, as well as other consumers who fall behind on their loans, OppFi reports negative information to the credit reporting agencies, damaging their credit history. In fact, OppFi reports negative information about consumer payments over three times more frequently than it reports positive information. Simply put, for the majority of consumers, OppLoan's credit reporting hurts their credit history rather than helping it.[43]

The facts belie OppFi's claims that allowing it to expand its reach through a national bank charter will promote access to responsible credit. Instead, it destroys financial capability.

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[41] *See* OppFi, Loans for Bad Credit ("But bad credit scores don't have to hold you back. We understand a low credit score can make it difficult to get an affordable loan so we don't base our funding decisions exclusively on FICO® credit scores or credit history.") (last visited July 14, 2026); OppFi, No Credit Check Loans (last visited July 14, 2026).
[42] NCLC, Past Imperfect: How Credit Scores and Other Analytics "Bake In" and Perpetuate Past Discrimination (Feb. 27, 2024).
[43] DC AG v. OppFi, *supra*, at 8.

2.4. OppFi's lending poses a high risk of violating numerous consumer protection and other laws.

High-cost lending with high charge-offs also results in a significant compliance risk of violating consumer protection and other laws. As we detailed at length in our 2024 comments on the risks of bank-fintech partnerships,[44] high-cost loans have a high risk of violating laws including those governing:

- Unfair, deceptive, abusive or unconscionable practices
- Credit reporting
- Fair lending
- Electronic Fund Transfers Act and other payment requirements
- E-Sign Act and statutes requiring written disclosures and records
- Military Lending Act and Servicemembers Civil Relief Act
- Privacy and data security
- Know-your-customer laws
- Community Reinvestment Act

Lending programs like OppFi's, with high rates and associated practices, can violate laws against unfair, deceptive or abusive practices in a number of ways,[45] including through:

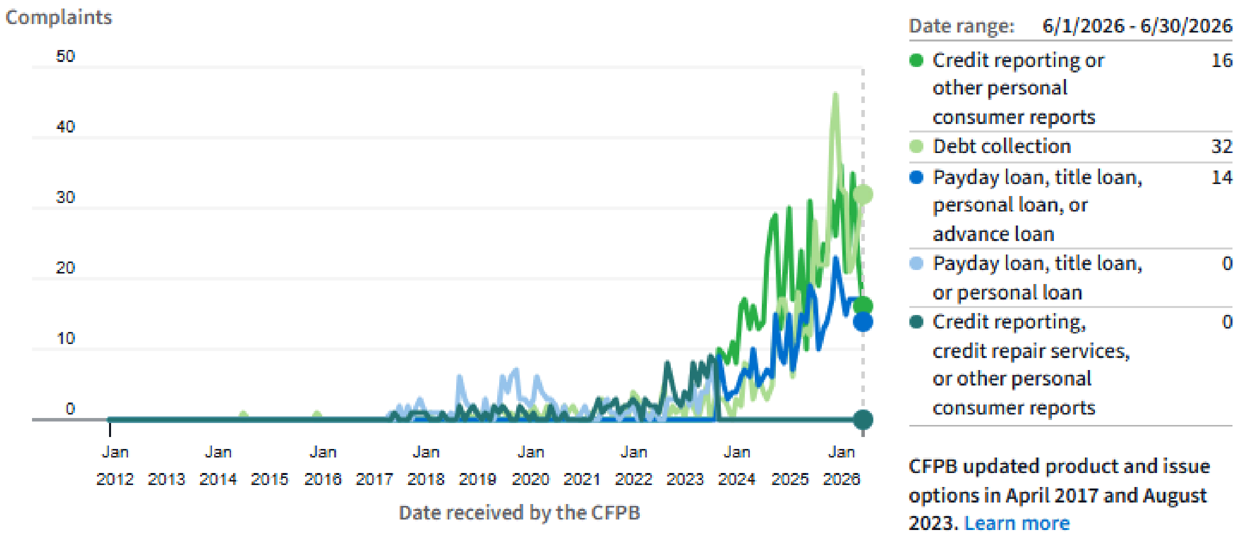
- Deception and taking unreasonable advantage of consumers' lack of understanding
- Lending without regard to ability to repay
- Refinancing and reborrowing practices that mask defaults, extend unaffordable loans, perpetuate a cycle of debt, and accelerate costs
- Unconscionable pricing.[46]

The DC AG's complaint against OppFi describes several unfair and deceptive practices. These include misrepresentations regarding the impact of OppFi loans on the borrower's credit history, the appropriateness of its expensive loans, its refinancing practices, and the cost and affordability of its installment loans compared to payday loans.[47]

It is not surprising that OppFi's lending programs have generated over 2,000 complaints to the Consumer Financial Protection Bureau (CFPB). A sampling of complaints against OppFi is attached as Exhibit A. Those complaints have spiked in the last two years.

[44] 2024 NCLC Bank-Fintech Risks Comments, *supra*, at 42-62.
[45] *See id.* at 46-55.
[46] *See generally* NCLC, Unfair and Deceptive Acts and Practices, Chapter 6 (11th Ed. 2025), updated at library.nclc.org.
[47] *See id.* at 6 to 10.

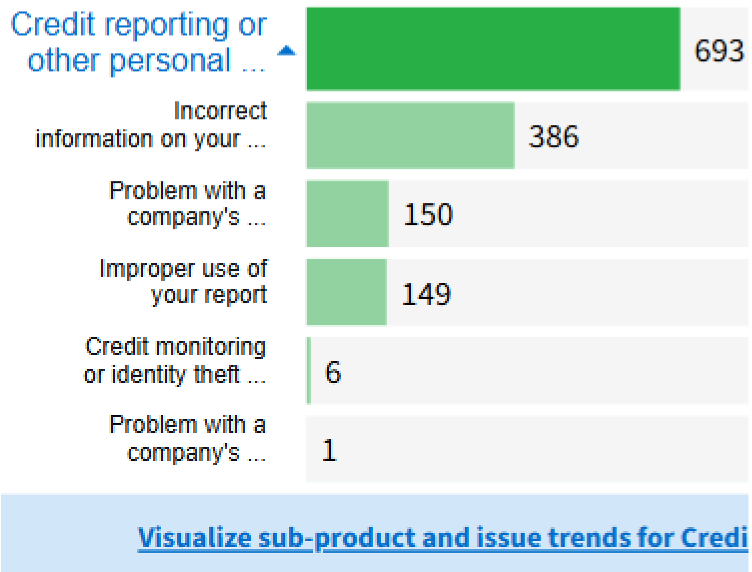
Complaints About OppFi to CFPB[48]

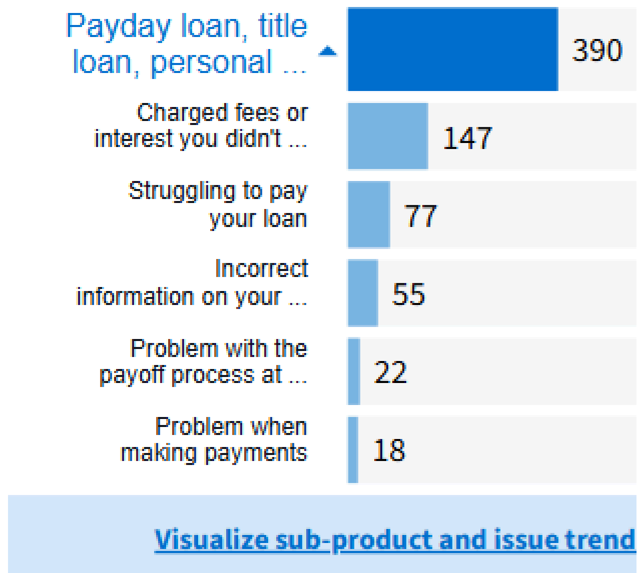


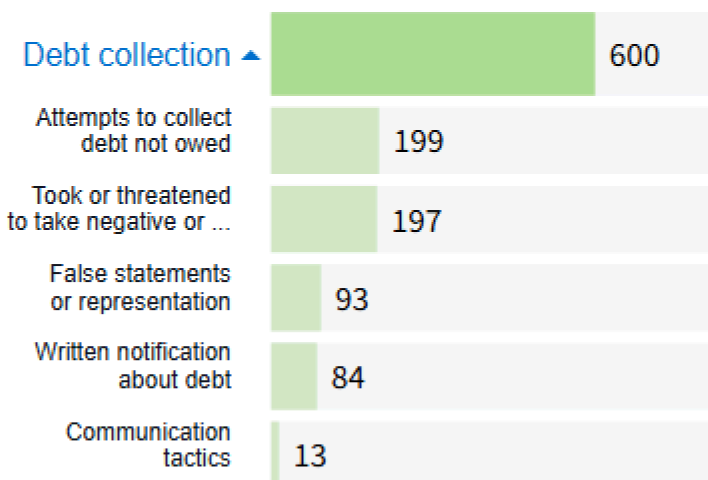
We detailed many of the complaints against OppFi in 2023 in connection with the Community Reinvestment Act examination of OppFi's partner bank.[49] At that time, the top complaints were about incorrect information in credit reports, charging unexpected fees or interest, attempts to collect debt not owed, and struggling to pay the loan or bill. As of 2026, those remain the top complaints:

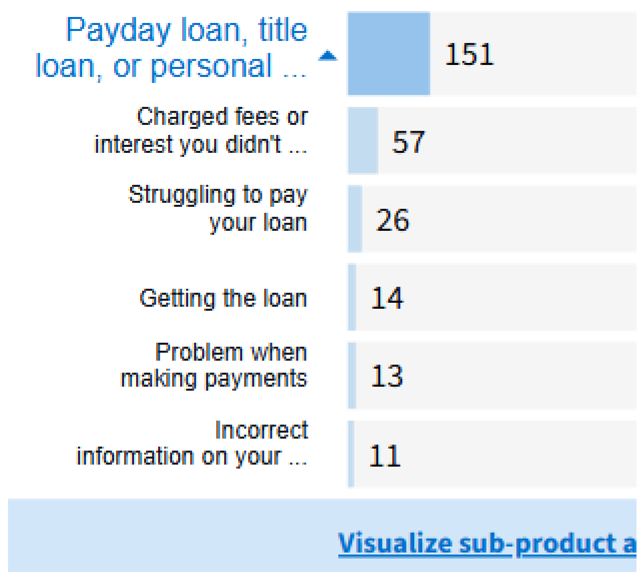
[48] *See* Search the Consumer Complaint Database.

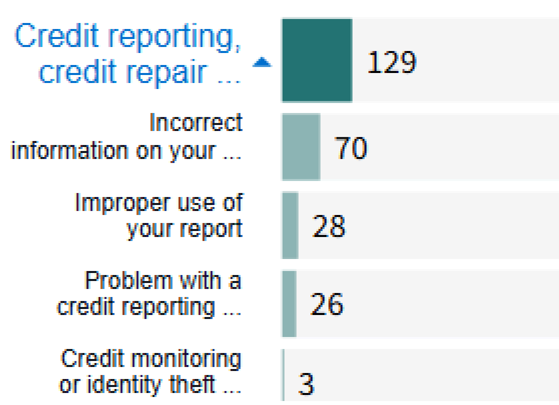
[49] *See* Coalition Comments to FDIC Regarding Community Reinvestment Act Exam of FinWise Bank at 21-24 (Mar. 14, 2023).


Credit reporting or other personal ...
693
Incorrect information on your ...
386
Problem with a company's ...
150
Improper use of your report
149
Credit monitoring or identity theft ...
6
Problem with a company's ...
1
Visualize sub-product and issue trends for Credi


Payday loan, title loan, personal ...
390
Charged fees or interest you didn't ...
147
Struggling to pay your loan
77
Incorrect information on your ...
55
Problem with the payoff process at ...
22
Problem when making payments
18
Visualize sub-product and issue trend


Debt collection
600
Attempts to collect debt not owed
199
Took or threatened to take negative or ...
197
False statements or representation
93
Written notification about debt
84
Communication tactics
13


Payday loan, title loan, or personal ...
151
Charged fees or interest you didn't ...
57
Struggling to pay your loan
26
Getting the loan
14
Problem when making payments
13
Incorrect information on your ...
11
Visualize sub-product a


Credit reporting, credit repair ...
129
Incorrect information on your ...
70
Improper use of your report
28
Problem with a credit reporting ...
26
Credit monitoring or identity theft ...
3

It is clear from the complaints that many borrowers feel deceived about the interest rates, cannot afford to pay off their loans, are frustrated that their payments go almost entirely to interest and are not reducing the principal, and are facing aggressive and potentially inaccurate and unlawful credit reporting and debt collection tactics.

3. OppFi Violates Longstanding Banking Regulator Principles for Responsible Lending and Does Not Deserve a Bank Charter

Over the years, federal bank regulators have issued many guidances and taken other actions to address abusive subprime and irresponsible lending to protect consumers, to prevent abuses, and to prevent unsafe and unsound banking practices. The guidances cumulatively make clear that OppFi's current lending practices as well as its planned earned wage payday loans and high-cost lines of credit do not belong in the banking system. While some of the guidances below have since been updated or replaced, they illustrate the long history of bank regulator struggles to address abusive lending, the foundation on which the current interagency principles rest, and the importance of not allowing these practices into the banking system.

3.1. OCC Rules and Guidances

In a 2000 advisory letter, 2000-7, the OCC wrote to banks to "alert you to abusive lending practices that may involve violations of fair lending and other consumer protection laws and regulations."[50] Among the practices listed, the OCC warned about:

- Collateral stripping: loans made in reliance on the liquidation value of collateral rather than the borrower's independent ability to repay, with the possible or intended result of the need to refinance under duress;
- Interest rates and fees that far exceed the true risk and cost of making the loan;
- Targeting individuals or groups perceived to be less financially sophisticated or otherwise vulnerable to abusive loan practices;
- Balloon payment loans that conceal the true burden of the loan financing and may force borrowers into costly refinancing;
- Loan flipping: frequently refinancings.

In another 2000 advisory letter, 2000-10,[51] the OCC similarly warned against:

> Unlimited renewals, multiple renewals without principal reduction, or renewals in which interest and fees are added to the principal balance are not consistent with safe and sound banking principles.
>
> …
>
> Multiple renewals—particularly renewals without reduction in the principal balance, and renewals in which interest and fees are added to the principal balance, are an indication that a loan has been made without a reasonable expectation of repayment at maturity.

In 2004, the OCC issued a regulation stating: "A national bank shall not make a consumer loan . . . based predominately on the bank's realization of the foreclosure or liquidation value of the

[50] OCC Advisory Letter 2000-7 (July 25, 2000).
[51] OCC Advisory Letter 2000-10 (Nov. 27, 2000).

borrower's collateral, without regard to the borrower's ability to repay the loan according to its terms."[52]

In 2013, the OCC issued a bulletin on so-called "deposit advance products" – payday loans offered by banks. The 2013 guidance declared that deposit advance loans posed a number of "significant risks" to banks and required banks to adopt stronger underwriting policies. The guidance singled out the problem of "churning and prolonged use of these products,"[53] which could indicate poor underwriting. The risks to a bank include the potential violation of federal and state consumer protection laws.[54] In particular, the guidance noted that the FTC Act's ban on unfair and deceptive acts and practices applies "to every stage and activity" associated with deposit advances, including product development, marketing, servicing, and collections.[55]

The 2013 guidance directed banks to analyze a borrower's ability to repay a loan and meet necessary expenses without repeated borrowing. Although the OCC noted that banks are not required to obtain a credit report, the guidance said they should examine the inflows and outflows from the customer's account over the preceding six months to determine the borrower's net surplus or deficit at the end of each month. The OCC specifically directed banks not to rely on the six-month average, which could conceal occasional shortfalls. Banks were also instructed to impose cooling-off periods of at least a month between loans.[56]

In 2017, the OCC rescinded the 2013 guidance on the grounds that it could conflict with the CFPB's newly issued (and later rescinded) rule on short-term, small-dollar loans.[57] The notice repealing the 2013 guidance nevertheless stated that prior guidance regarding consumer lending remained in effect.[58] Specifically cited was Advisory Letter 2000-7 regarding abusive lending practices.[59]

In 2018, the OCC issued a bulletin on short-term, small-dollar lending by banks and thrifts.[60] The bulletin was replaced in 2020 by the interagency principles. The bulletin "encourages banks to offer responsible short-term, small-dollar installment loans, typically two to 12 months in duration with equal amortizing payments."[61]

In 2020, a few months after the issuance of the interagency guidelines, in the course of a rulemaking on fintech-bank partnerships, the OCC explained its work "to eliminate predatory, unfair, or deceptive practices in the federal banking system," as those practices "are inconsistent with important national objectives, including the goals of fair access to credit,

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[52] 12 C.F.R. § 7.4008(b).
[53] OCC, Guidance on Supervisory Concerns and Expectations Regarding Deposit Advance Products, 78 Fed. Reg. 70624, 70629 (Nov. 26, 2013).
[54] *Id.* at 70629 (discussing the Federal Trade Commission Act, Truth in Lending Act, Electronic Fund Transfer Act, Truth in Savings Act, and the Equal Credit Opportunity Act).
[55] *Id.* at 70628.
[56] 78 Fed. Reg. 70624, 70629 (Nov. 26, 2013). *See also* Office of the Comptroller of the Currency, Comptroller's Handbook: Deposit-Related Consumer Credit at 9 (Feb. 2015) (recommending underwriting guidelines and "[p]rudent limitations on product costs and usage).
[57] OCC News Release 2017-118 (Oct. 5, 2017) (announcing rescission, effective Oct. 5, 2017, published at 82 Fed. Reg. 47602 (Oct. 12, 2017)).
[58] *See* 82 Fed. Reg. 47602, 47603 (Oct. 12, 2017).
[59] *Id.*
[60] OCC Bulletin 2018-14, Core Lending Principles for Short-Term, Small-Dollar Installment Lending (May 23, 2018).
[61] *Id.*

community development, and stable homeownership by the broadest spectrum of America.''[62] The OCC went on:

> To address these concerns [about predatory unfair or deceptive practices], the OCC requires banks engaged in lending to take into account the borrower's ability to repay the loan according to its terms. In the OCC's experience, "a departure from fundamental principles of loan underwriting generally forms the basis of abusive lending: Lending without a determination that a borrower can reasonably be expected to repay the loan from resources other than the collateral securing the loan, and relying instead on the foreclosure value of the borrower's collateral to recover principal, interest, and fees."
>
> Additionally, the OCC has cautioned banks about lending activities that may be considered predatory, unfair, or deceptive, noting that many such lending practices are unlawful under existing federal laws and regulations or otherwise present significant safety, soundness, or other risks. These practices include those that target prospective borrowers who cannot afford credit on the terms being offered, provide inadequate disclosures of the true costs and risks of transactions, involve loans with high fees and frequent renewals, or constitute loan ''flipping'' (frequent re-financings that result in little or no economic benefit to the borrower that are undertaken with the primary or sole objective of generating additional fees). Policies and procedures should also be designed to ensure clear and transparent disclosure of the terms of the loan, including relative costs, risks, and benefits of the loan transaction, which helps to mitigate the risk that a transaction could be unfair or deceptive.[63]

3.2. FDIC Guidances

The FDIC first issued guidelines for banks regarding payday lending in 2003, at a time when banks were engaged in rent-a-bank lending. Those guidelines were substantially revised in 2005 as FIL-14-2005 (which is now inactive).[64] The guidance emphasized safety and soundness concerns, limited the volume of payday loans to less than 25% of the bank's tier 1 capital, and called for up to 100% capitalization of loans outstanding. Banks were cautioned to limit the number and frequency of, and to consider ability to repay before granting, extensions, deferrals, renewals, or rewrites. When the customer used payday loans for more than three months in the past twelve months, the bank should offer the customer or refer the customer to an alternative longer-term credit product. And the FDIC instructed its examiners to look at the "economic substance" of a transaction to determine the number of rollovers that have occurred.[65]

In 2007, the FDIC issued Affordable Small Loan Guidelines.[66] In 2020, the FDIC replaced the guidelines when with interagency principles regarding small dollar loans, which encompass

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[62] OCC, National Banks and Federal Savings Associations as Lenders, 85 Fed. Reg. 68742, 68746 (Oct. 30, 2020) (citations omitted).

[63] *Id.*

[64] FDIC, Guidelines for Payday Lending (Revised November 2015).

[65] *Id.* at 5. ("Where the economic substance of consecutive advances is substantially similar to 'rollovers'—without appropriate intervening 'cooling off' or waiting periods—examiners should treat these loans as continuous advances and classify accordingly.")

[66] Fed. Deposit Ins. Corp., FIL-50-2007: Affordable Small-Dollar Loan Guidelines (June 19, 2007) (available online as companion material to this treatise).

some of these principles.[67] The 2007 guidelines stated that banks should:

- Collect fees that bear a direct relationship to origination costs and avoid charges such as annual fees, membership fees, advance fees, and prepayment penalties;
- Offer small loan credit with APRs of no greater than 36%;
- Encourage principal reduction by structuring closed-end loans to provide for affordable and amortizing payments;
- For open-end loans, require minimum payments that pay off principal;
- Avoid excessive renewals or the prolonged failure to reduce the outstanding balance; and
- Utilize sound underwriting that focuses on a borrower's history with the institution and ability to repay within an acceptable timeframe, though for small loans, documenting the borrower's ability to repay could be streamlined to include basic information, such as proof of recurring income.

In 2013, the FDIC issued guidance regarding banks' deposit advance loans (bank payday loans),[68] which was substantially the same as the OCC's issued at the same time, discussed above. Both were replaced by the 2020 interagency guidance.

3.3. The 2020 Interagency Guidance

After many years of individual agency guidances, in 2020 the FDIC, OCC, FRB and National Credit Union Administration issued the Interagency Guidance for Responsible Small-Dollar Loans. The guidance, approved during President Trump's first term, includes principles to clarify regulatory expectations for responsible small-dollar loans. These principles include:

- A high percentage of customers successfully repaying their small dollar loans in accordance with original loan terms, which is a key indicator of affordability, eligibility, and appropriate underwriting;
- Repayment terms, pricing, and safeguards that minimize adverse customer outcomes, including cycles of debt due to rollovers or reborrowing; and
- Repayment outcomes and program structures that enhance a borrower's financial capabilities.[69]

3.4. OppFi's Lending Practices Do Not Meet Bank Standards for Responsible Lending

OppFi's lending programs do not meet the foregoing responsible lending standards expected of national banks. OppFi does not adequately ensure that borrowers are able to repay their loans on the original loan terms; instead, a high number default or refinance (and then may eventually default). OppFi's underwriting, pricing and refinancing practices result in adverse outcomes including cycles of debt. The outcomes destroy, rather than enhance, borrowers' financial capabilities. Instead of ensuring that borrowers can afford to repay their loans, OppFi relies

[67] Fed. Deposit Ins. Corp., FIL-58-2020: Interagency Guidance for Responsible Small-Dollar Loans (May 20, 2020), available at https://www.fdic.gov. The 2020 guidance is discussed in § 10.4.3.3, supra.

[68] Guidance on Supervisory Concerns and Expectations Regarding Deposit Advance Products, 78 Fed. Reg. 70,552 (Nov. 26, 2013). See § 10.1.2.2, supra (describing bank payday loans).

[69] Board of Governors of the Federal Reserve System, FDIC, National Credit Union Administration, Office of the Comptroller of the Currency, Interagency Lending Principles for Offering Responsible Small-Dollar Loans (May 2020), Principles for Offering Responsible Small-Dollar Loans.

heavily on its ability to collect through preauthorized debits. OppFi's access to borrowers' bank accounts in most cases is effectively a form of collateral that substitutes for effective underwriting.

OppFi's application should be denied because it does exactly what decades of bank regulator guidances have warned against. OppFi's practices "target prospective borrowers who cannot afford credit on the terms being offered, provide inadequate disclosures of the true costs and risks of transactions, involve loans with high fees and frequent renewals, or constitute loan 'flipping' (frequent re-financings that result in little or no economic benefit to the borrower that are undertaken with the primary or sole objective of generating additional fees)."[70]

These are not minor problems around the edges that can be fixed with oversight. They are a feature, not a bug, of OppFi's high-cost lending and cannot be reformed without completely reinventing OppFi's business model. A company that is not operating responsibly in the way expected of banks should not be allowed to come in through the front door to become a bank. It is much harder to reform bad practices than it is to stop them at the outset.

If the bank regulators are serious that they want to "to eliminate [such] predatory, unfair, or deceptive practices in the federal banking system,"'[71] it makes no sense to grant a national bank charter to a lender that commits those practices. OppFi's central business is making triple-digit loans that people cannot afford to repay with frequent refinancing and defaults. It does not merit the privilege of a national bank charter. These practices would not be tolerated in traditional bank lending and should not be tolerated in a new national bank.

3.5. Federal bank regulators have long warned about the dangers of payday loans and should not countenance them in a national bank.

Beyond the high-cost installment loans that OppFi currently makes, OppFi plans to enter the earned wage payday loan market, as discussed above. Payday loans have long been known as an abusive lending product that violate bank regulator principles of responsible lending. The loans have high rates and are aimed at struggling borrowers who do not have the ability to repay the loans on their original terms without reborrowing, with unaffordable payments that lead to rollovers, debt traps and multiplying fees. Contrary to the federal bank regulator guidances described above, payday lenders rely on the ability to seize collateral – to cash the deferred check or execute the debit to the bank account – rather than underwriting for ability to repay.

While payday loans are primarily a nonbank product, over the years some banks have dipped their toes into the payday loan market, to the consternation of bank regulators. Many of the guidances described above and other actions by federal bank regulators have been aimed at payday loans or practices that characterize payday loans.

The problems with payday loans described above apply to earned wage payday loans as well, as discussed earlier. They are short-term, balloon-payment loans. They have high fees relative

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[70] OCC, 85 Fed. Reg. at 68746 (citations omitted). The OCC's statements came in the context of a rulemaking that would have allowed nonbank fintechs to escape charges that they are the true lender, and thus must comply with state law, when they originate a loan through a national bank. Congress subsequently overturned that rule, Pub. Law No. 117-24 (2021) (S.J. Res. 15), indicating Congress's skepticism that the OCC could appropriately prevent abusive practices. That provides yet another reason to reject admitting a predatory lender into the banking system on promises that federal oversight will prevent abuses.
[71] 85 Fed. Reg. at 68746.

to the small loan size and short term of only a few days, with triple-digit APRs. The repayment leaves the borrower short of funds in the next pay cycle, spurring a cycle of reborrowing, often the same day as repayment.[72] Providers rely on the ability to seize the paycheck or bank account rather than responsible underwriting. Borrowing tends to increase, rather than to decrease over time, compounding debt.[73]

The principles of responsible lending that have come out of federal bank regulators over the years provide a strong basis for denying an application by a high-cost lender that will bring payday loans into national banks. Not only would we see national bank earned wage payday loans, but granting this charter could also encourage traditional payday lenders to seek national charters. That would be a destructive Pandora's Box that the federal bank regulators should not open.

4. OppFi Should Not Be Allowed a Bank Charter to Escape Enforcement Actions and Private Litigation, or as a Vehicle for Escaping the Laws in 45 States That Prohibit Its Usurious Loans

As discussed above, in 2021, OppFi was sued by the DC AG for deceptive practices along with usury violations and agreed to a $2 million settlement. OppFi is currently in litigation with the California Department of Financial Protection and Innovation for its usurious lending.[74] OppFi stopped lending in Oregon this year,[75] perhaps in response to the consent decree that the Oregon Department of Consumer and Business Services obtained against a similar lender (or potentially even indications that Oregon was investigating OppFi).[76] OppFi has also faced numerous private lawsuits arising out of its high rates along with its unfair and deceptive practices.[77]

One of the major motives that OppFi has for seeking to obtain a national bank charter is undoubtedly to escape these enforcement actions and litigation. Once OppFi has a bank charter, any litigation directly challenging its interest rates would be preempted. But using a national bank charter merely as a vehicle to enable usurious loans prohibited in nearly every state is not appropriate. The National Bank Act has a usury cap.[78] The option of charging the rate allowed in the state where the bank was located was not intended to relieve banks of usury limits; at the time the NBA was passed, all or nearly all states all had usury caps. While later developments have allowed many banks to locate in states that do not limit their rates,[79] most banks do not exploit that freedom to charge grossly excessive rates. Yet that is the driving force

[72] CRL, Not Free, *supra.*

[73] CRL, A Loan Shark in Your Pocket, *supra.*

[74] OppFi v. Hewlett, No. 22STCV08163 (Sup Ct. Cal.). Although OppFi's motion for summary judgment was recently granted, the Department still has time to appeal.

[75] *Compare* OREGON LICENSURE INFORMATION Loan Details in Oregon (OppFi webpage through Mar. 9, 2026 showing loans offered in Oregon) *with* Online Loan Rates and Terms by State | OppLoans (last visited July 22, 2026) (omitting Oregon as a state where loans are available).

[76] *See* Oregon Dep't of Consumer & Bus. Svcs., Press Release, DFR fines LoanMart $660,000 for charging excessive interest in consumer loans; company to repay $900,000 to Oregon borrowers (Jan. 30, 2026).

[77] *See, e.g.,* Class Action Complaint for: 1. Unfair Competition (California Financial Code); 2. Unfair Competition (Unconscionability); 3. Money Had and Received; 4. Declaratory Relief; 5. RICO Association-in-Fact Enterprise; 6. RICO Conspiracy; and 7. Fraudulent Concealment, Carpenter v. Opportunity Financial, No. 2:21-cv-9875, 2021 WL 8650374 (C.D. Cal. Filed Dec. 22, 2021); Fratus v. Opportunity Financial, LLC, No. 24-cv-6489. 2025 WL 2426684 (N.D. Ill. Aug. 22, 2025) (granting motion to compel arbitration).

[78] *See, e.g.,* Beneficial Nat'l Bank v. Anderson, 539 U.S. 1, 9 (2003) ("[Section 85] sets forth substantive limits on the rates of interest that national banks may charge.").

[79] *See* Steven Mercatante, The Deregulation of Usury Ceilings, Rise of Easy Credit, and Increasing Consumer Debt, 53 S.D. L. Rev. 37, 41 (2008).

behind OppFi's application. Its application makes clear that even the deposit accounts it will offer are attractive as a source of low-cost capital for its lending program. But the national bank charter should not be turned into a way for predatory lenders to escape state laws.

OppFi would also likely use its national bank charter to attempt to argue, rightly or wrongly, that other claims, including those based on unfair, deceptive or unconscionable practices, are preempted. And even to the extent that state law claims are not preempted, it would be much more difficult for a state attorney general to bring a lawsuit as it would not be able to investigate by demanding information from OppFi.[80] State regulators that do not license OppFi would also no longer have purview over OppFi as a national bank.

Allowing a predatory lender to escape enforcement actions is not an appropriate reason to allow it to operate under a national bank charter. OppFi's irresponsible, unfair, deceptive and abusive lending inevitably attracts enforcement actions and lawsuits. It should be denied use of a national bank charter to avoid accountability for its practices.

5. OppFi Has Questionable Anti-Money Laundering Compliance

One of the factors for evaluating OppFi's application is its effectiveness in combatting money laundering activities.[81] An effective know-your-customer (KYC) and customer identification program (CIP) is key to anti-money laundering (AML) efforts. An effective KYC/CIP program is also essential to safety and soundness.

The banking agencies should look closely not only at AML efforts of the target bank, BNC, but also of its proposed parent company, OppFi. Consumer lawsuits and complaints suggest that OppFi has not always properly identified its customers or responded appropriately when contacted about misidentification. These failures could indicate compliance problems with both AML and the Fair Credit Reporting Act, including the FCRA's identity theft prevention and dispute investigation requirements.

Several of the top complaints filed with the CFPB may indicate that fraudsters took out loans in someone else's name and OppFi's identification verification process failed. As shown in the graphs in Section 2.4 above, "Incorrect information on your [credit] report" and "Attempts to collect debt not owed" are among the top complaints. The same was true in 2023, when we submitted comments on OppFi's lending in connection with the Community Reinvestment Act review of one of its bank partners.[82]

One consumer was forced to file a lawsuit when OppFi failed to address concerns about identity theft. The consumer alleged that his credit report reflected an OppFi loan even though he had never borrowed money from OppFi or done business with it.[83] He provided evidence that he had been the subject of an identity theft and attempted to have OppFi complete an investigation, correct the inaccurate information, and cease reporting the debt on his credit report, but to no avail. OppFi failed to even appear to defend the lawsuit, and a court granted the borrower a default judgment.

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[80] Cuomo v. Clearing House Association, L.L.C., 557 U.S. 519, 535–36 (2009).
[81] 12 U.S.C. §§ 1828(c)(11), 1842(c)(6).
[82] *See supra* note 49.
[83] Smith v. Opportunity Fin'l, LLC, No. 3:22-cv-00140-JR, 2022 WL 1446878 (D. Ore. Apr. 19, 2022) (magistrate findings and recommendations), adopted by 2022 WL 1443259 (D. Ore. May 6, 2022).

Several complaints filed with the CFPB also indicate failed KYC efforts.[84] Below are only a few examples:

Pennsylvania, # 18270764, 5/4/2026

… They are stating that in XXXX, I took out a loan for XXXX via the internet. Ive asked and pleaded with these people to validate this. They told me they couldnt cause it was done over the internet. Ive had so many issues with my credit. Ive become overwhelmed by it all. I informed them that my XXXX was hacked. I provided all the evidence I could as to the phone being hacked. My credit numbers are horrible, I would never seek a loan, let alone one on internet. It looked like they charged a XXXX interest rate. Def predatory company. Its been months and Ive gotten nowhere. They finally closed the account. But still looks like bad debt, thats not mine. I want it removed.

Illinois, #18332837, 12/29/2025: "I did not apply for this loan. I asked the company to provide information as to when and where the loan information was provided. Company did not respond. I would like this to be taken off my credit as I did not apply for this loan."

Indiana, #17875036, 12/1/2025: "I did not take out a loan with this company. I noticed in XXXX of XXXX they had been deducting money from my checking account, totalling {$1800.00}. The lady on the phone informed me a loan had been taken out in my name, with my banking information in the amount of {$1800.00}. I disputed that fact and they failed to provide any documents verifying the loan. They did not refund my money. They did stop deducting money from my account. Now I have a charge off appearing on my credit report, from this company in the amount of {$3800.00}…. I would like my money refunded and also the derogatory information removed from my credit report. I would also like any documentation they have to help me determine who might have opened this account."

Virginia, #17146486, 11/10/2025: "… it showed up on my credit even was informed that I owe XXXX this loan that I didnt take out I even asked the company to send me the original paperwork to this loan the signed contract as well nothing was sent just this debt on my credit I would like to have this issue resolved and removed from my credit"

Virginia, #14897775, 7/26/2025: "… opportunity financial has been falsely reporting me to credit beuroughs for an account that fraudulently opened. I am a victim of identity theft and have proven this with a police report several times. I have asked money lion to provide any proof with signatures or anything stating I agreed to the account. They still will not remove the account or respond to my request."

Florida, #13481644, 5/14/2025: "My information was used to get several online loans but the bank the money was sent to was not mine the email used was not mine I never applied for the loan but because they said my social was correct I am responsible to pay it back I dont know what to do."

Mississippi, #12289201, 3/3/2025: "I file a complaint and the company responded, and sent a the agreement along with the response, viewing the information my name and

[84] Complaints filed in the last year that have narratives are included in Appendix A. All CFPB complaints against OppFi are available on the [CFPB's Consumer Complaint Database.]()

> address and right. But I did not take out this loan and the banking information do not belongs to me and is not my banking information at the time this loan was taken out."

A strong AML program is essential for any bank. Failure to properly confirm identities can cause severe harm to individuals and can facilitate money laundering, posing safety and soundness issues. The banking agencies should look deeper into OppFi's AML program and problems with its identity theft prevention and remediation measures, as these failures are another reason for denying the application.

6. OppFi Should Provide More Information About its Practices

The serious concerns detailed above, and the information already known about OppFi's practices, are more than sufficient to warrant denial of OppFi's application. Should the bank regulators be considering granting this application, before doing so OppFi should be required to supply additional information about its current and anticipated practices. This data would update and add to the data collected by the DC Attorney General and other research.

Specifically, OppFi should be required to supply more information about the extent to which its borrowers are, or are not, repaying their loans according to their original terms. This data should include:

- The percent of original loans that are repaid without refinancing or being late.
- The percentage of borrowers who pay late, and who have negative credit reporting due to those late or defaulted payments.
- Cohort default rates for recent years – that is, the ultimate outcome, after all refinancings, for borrowers who took out loans in a given cohort.
- The percentage of loans that are refinances and of borrowers that refinance.
- More details on its refinancing practices, including the marketing it does to encourage refinancing, when and how it reaches out to consumers about refinancing, and whether it seeks or permits refinancing of loans that are late.
- The number and percent of payments that are returned for insufficient funds, and the number of times that OppFi re-presents those payments.

OppFi should also be required to provide details on rate and fee structures of the earned wage payday loans, lines of credit and small business lending that it expects to offer. For lines of credit, will OppFi price through a transparent interest rate and APR or through opaque fees as other high-cost lenders do? For earned wage payday loans, what revenue does OppFi anticipate from what sources, regardless whether fees are styled as voluntary? How much in fees does OppFi plan to extract each year from users of earned wage payday loans?

OppFi should provide information on the number and percentage of loans that have questionable identity verification and are disputed.

OppFi should be required to detail the lawsuits filed against it and any investigations it knows about that are pending. OppFi should also detail what changes it has made to address the business practices that led to the DC AG's enforcement action.

7. Granting an OppFi National Bank Would Taint and Pose Risks to the National Bank Charter and Mainstream Banks

Banking relies on trust. Banks work hard to distinguish themselves from predatory actors and to convince the public that a national bank charter and the FDIC logo are signs that consumers can rely on. At a time when banking services are increasingly being offered by nonbank fintechs, ensuring that the trust embodied in the bank brand is all the more important for the ability of banks, including community banks, to compete. But if the national bank charter becomes a conduit for predatory lending up to 195%, that risks confidence in the banking system.

OppFi's borrowers are also customers of other banks. OppFi's lending practices threaten the financial health of those customers and impact the banks as a result. OppFi's unaffordable lending and automatic debiting of bank accounts can leave consumers with insufficient funds and even at risk of losing their bank account, leaving the bank with a negative balance to charge off. OppFi customers, with their subprime credit scores, also hold credit card and other bank debt. The chances of defaults on that debt increase as OppFi loans push people further behind, their payments deplete the bank balances needed to service other loans, and in some cases their aggressive collection practices lead people to declare bankruptcy.

An OppFi national bank charter will also increase calls to end bank preemption rights and require banks to comply with state interest rate limits.[85] Given that OppFi's lending is prohibited in 45 states, there could be widespread support for returning that power to states. While consumers would view that as a positive outcome, undoubtedly many banks would not.

8. The Bank Regulators Should Hold Public Hearings on OppFi's Applications

Pursuant to 12 C.F.R. §§ 5.11(a), 262.3(e) and 303.10(c), we make a request for a public hearing. Written submissions are insufficient to adequately present the issues or facts. A hearing is also in the public interest given the unprecedented nature of this application, the widespread ramifications, and the importance of enabling the broader public, beyond those who monitor obscure postings about bank mergers, to weigh in on the applications. The foregoing discussion identifies the nature of the issues and facts to be presented. The broader public that has taken out OppFi loans or has experience with the impact of lending such as OppFi's would also be able to weigh in on whether expanding OppFi's type of lending meet the conveniences and needs of the communities and would be safe and sound.

* * *

[85] *See* S.3721 (Whitehouse) (119th Congress), Empowering States' Rights to Protect Consumers Act; Letter from 106 consumer, civil rights, and community organizations supporting S. 3721 (May 7, 2026).

A national bank charter carries with it enormous privileges and also high responsibilities. It is wholly irresponsible to grant an application to charter a national bank and a bank holding company dedicated to offering predatory, unaffordable loans with charge-offs over 50%. Doing so could carry enormous consequences that ultimately lead to the weakening of the national bank charter and harm national banks as a whole.

OppFi's application does not meet the conveniences of needs of the community, is risky, unsafe and unsound. We urge the bank regulators to:

- Make public OppFi's applications and provide another comment period after publication of those applications;
- Request additional information from OppFi;
- Hold public hearings on OppFi's applications; and
- Ultimately, to deny OppFi's applications.

Thank you for considering these comments.

Yours truly,

Lauren Saunders
Senior Attorney
National Consumer Law Center (on behalf of its low-income clients)

Attachment A

Complaints about OppFi to the Consumer Financial Protection Bureau

With Complaint Narratives

July 22, 2025 to July 22, 2026

The following pages contain the 161 out 835 complaints submitted to the Consumer Financial Protection Bureau about Opportunity Financial ("OppFi") from July 22, 2025 to July 22, 2026 that have narratives.

Date receive	Issue	Consumer complaint narrative	State
2025-08-08	Incorrect i	I sent a written dispute to the company on XX/XX/year>, regarding a debt they are reporting to the credit bureaus. In that letter, I formally requested validation of the alleged debt under the Fair Debt Collection Practices Act (FDCPA). Specifically, I asked for : A copy of the original signed agreement with the original creditor (Opploans/XXXX) A full payment history Documentation proving the company 's legal authority to collect the debt, including the chain of assignment The alleged account was listed with a balance of {$2400.00} and the account number. I sent a follow up letter on XX/XX/year>, again requesting validation of the alleged debt, including documentation such as the original signed agreement, referencing their responsibilities under the Fair Credit Reporting Act (FCRA) and Fair Debt Collection Practices Act (FDCPA) to respond within 30 days. Despite providing them ample time beyond the 30-day window required by law, I have not received any response or documentation to validate the debt as of XX/XX/year>. I also provided tracking information confirming delivery of my dispute letter. This lack of response is a direct violation of the FDCPA and FCRA. The company continues to report this debt to the credit bureaus without providing any validation or verification. I am requesting that the CFPB investigate this matter and assist in either obtaining the required documentation or having the account removed from my credit reports.	AL
2025-09-08	Problem v	On XX/XX/year>, OppLoans sent me an email saying that my request for a loan had been denied. The email contained an address that is not mine and and a XXXX XXXX that does not match the XXXX XXXX my scorecard. I quickly requested that they report this as fraud/identity theft and, in response, they sent me a boilerplate email about how my loan request had been denied. Again, I did not apply for a loan and I am not even familiar with " XXXX. '' It seems that they are unwilling or unable to do their part in preventing fraudulent loan requests and identify theft so I figured that a report to the CFPB would be the logical next step.	AL
2025-10-13	Incorrect i	I am writing to formally dispute the way my OppLoans account is being reported. It is unfair and misleading for OppLoans to extend a written settlement offer, which I paid in full as agreed, only to then report the account as paid in settlement while also reflecting an additional amount as written off. At no point in the agreement was I informed that a remaining balance would be reported in this manner after fulfilling the settlement terms. I have already disputed this with XXXX and provided a copy of the settlement agreement, yet no correction has been made. I am requesting your assistance in ensuring that this account is reported accurately and fairly on my credit files, reflecting the true terms of the agreement that were honored in good faith. Thank you for your attention to this matter. I look forward to a prompt resolution.	AL
2025-07-23	Improper	Due to improper reporting. It has cause financial harm to my family and I	AR
2025-10-16	Issues wit	Im a borrower residing in XXXX, where state law limits interest rates to 17 % APR. My OppLoans account appears to exceed this rate.	AR

Date receive	Issue	Consumer complaint narrative	State
2025-08-28T	Problem w	To Whom It May Concern, I am submitting this complaint regarding a loan I received from OppLoans (Opportunity Financial , LLC). Loan amount : {$2000.00} Loan start date : XX/XX/XXXX Loan end date : XX/XX/XXXX Total paid : {$3700.00} Total interest paid : {$1700.00} Effective APR : approximately 132 % This loan carried an extremely high cost. For comparison, if the same {$2000.00} had been borrowed at a fair market rate of 18 % APR, the total interest would have been under {$200.00}. Instead, OppLoans charged nearly ten times that amount. This interest rate placed me in financial hardship and I believe it constitutes predatory lending. I respectfully request that your office : 1. Review the loan terms and determine whether OppLoans has violated fair lending, usury, or consumer protection laws. 2. Take appropriate enforcement action if violations are found. 3. Consider relief or restitution in my case. Thank you for your time and assistance. Sincerely, XXXX XXXX	AZ
2025-10-21T	Attempts	A collection account is being reported on my credit file that has not been properly validated. I exercised my rights under the Fair Debt Collection Practices Act (FDCPA) by requesting validation of the alleged debt. The furnisher failed to provide any legitimate documentation proving that the debt is mine, that the amount is accurate, or that they have the legal authority to collect it. Despite the lack of verification, this account continues to appear on my credit report, which constitutes a violation of the Fair Credit Reporting Act (FCRA) requiring only accurate and verifiable information to be reported. The continued reporting of an unvalidated account is inaccurate and misleading.	AZ
2025-11-05T	Charged f	I am a resident of Arizona filing a complaint against OppLoans (XXXX, IL) and its affiliated Utah bank for violations of Arizona consumer lending protections and the Unconscionability Provision (Utah XXXX XXXX). OppLoans extended me a high-interest loan far exceeding Arizonas legal XXXX limits, using a rent-a-bank arrangement through a Utah-based bank to avoid XXXX lending caps. The loan terms and repayment schedule were misleading and financially damaging. I also experienced poor communication, failure to disclose the true XXXX, and threats of negative credit reporting. I believe these practices constitute predatory lending and malfeasance, and I request that the regulator review this matter and take enforcement or corrective action. Attached are copies of my contract	AZ

Date receive	Issue	Consumer complaint narrative	State
2025-09-05T	Incorrect i	The information being reported is contradictory and misleading : The account is listed as charged off with a balance written off, yet it also continues to report a current balance/past due status. The reported balance exceeds the original loan amount, which is mathematically impossible. Despite showing settled or written off, the payment history continues to report monthly charge-offs after the resolution date. These inaccuracies are clear violations of the Fair Credit Reporting Act (FCRA) Sections 602 and 623, which require that information furnished to the credit bureaus be accurate, consistent, and not misleading. This inaccurate reporting is severely damaging my credit profile, causing me difficulty in obtaining fair housing, auto financing, and other essential credit.	AZ
2026-01-03T	Struggling	I am submitting this complaint as a continuation of a previously filed CFPB complaint regarding OppLoans. While my original complaint is still pending and without receiving any response or resolution, OppLoans processed an ACH withdrawal from my bank account. This withdrawal occurred during an active dispute and resulted in an overdraft on my account. I did not authorize this withdrawal and had already notified the company of financial hardship and a pending claim. This action caused direct financial harm and is being documented as part of an ongoing pattern of improper collection activity while a complaint is under review. I am requesting that OppLoans immediately cease all ACH activity, address the overdraft caused, and respond formally to both complaints.	AZ
2025-11-28T	Charged fe	b"On XXXX XXXX of this year, XXXX, at XXXX I called OPPLOAN's contact number: XXXX XXXX and I spoke with a female customer service representative who identified herself as a new employee. I spoke with her over 10 minutes. After explaining how I had a XXXX with XXXX XXXX XXXX, she told me I simply had to fill out a hardship request form that she would email me and explicitly told me: \n\nYou do not have to make a payment right now or while your hardship request is pending review. \n\nI filled out the request form and got confirmation again over the phone with her.\n\nIn direct reliance on that statement, I did not make alternative payment arrangements. Despite this, a full payment was attempted on XXXX XXXX XXXX at XXXXXXXXOn XXXXXXXX XXXX XXXX XXXX I called OPPLOAN's contact number: XXXX XXXX-XXXX to reference that conversation, the representative was a male with an indian accent, he denied any such call ever took place and went silent when I pointed out that I had received a hardship request confirmation email shortly after that call on XXXX XXXX. After a moment of silence he restated the call never took place and told me I had to pay the full amount."	AZ

Date receive	Issue	Consumer complaint narrative	State
2026-02-17	Struggling	XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX, CA XXXX XX/XX/year> XXXX/OPPLOANS P.O. XXXX XXXX XXXX, VA XXXX RE : FINAL NOTICE- FAILURE TO VALIDATE DEBT / VIOLATIONS OF THE FDCPA & FCRA ACCOUNT # : [XXXX XXXX XXXX XXXX XXXX] To Whom It May Concern, This letter serves as a formal follow-up to my previous Cease and Desist and Debt Validation Demand Letter regarding the above-referenced account. Despite my lawful demand made pursuant to 15 USC 1692g of the Fair Debt Collection Practices ACT (FSCPA) and 15 USC 1681s-2 of the Fair Credit Reporting Act (FCRA), your agency has failed to provide adequate legal validation of the alleged debt. Instead, you responded with a generic summary of charges or statement balance, which does not satisfy the federal requirements for debt validation. Your failure to provide constitutes noncompliance : 1. A copy of the original signed contract or agreement bearing my signature ; 2. A full chain of title including all assignments and transfers of the alleged debt ; 3. A bill of sale or purchase agreement proving legal ownership of the debt ; 4. Proof of licensing to collect debt in my state ; 5. Surety bond information A billing summary is NOT proof of debt ownership or legal authority to collect. Continued reporting of this unverifiable debt to credit bureaus is a violation of 15 USC 1681s-2 (a) (1) (A) and constitutes the furnishing of inaccurate and incomplete information. Additionally, continued collection efforts without proper validation, violates the FDCPA, specifically : - 15 U.S.C 1692e - False or Misleading Representation - 15 U.S.C 1692f - Unfair practices- 15 U.S.C 1692g - Failure to validate debt If this account is not permanently deleted from all consumer reporting agencies and all collection efforts do not cease within 15 calendar days, I will proceed with legal action against your agency under 15 U.S.C 1681n and 1692k, including but not limited to statutory damages, punitive damages, legal fees, and costs. This is your final opportunity to resolve this matter before I file formal complaints with the Consumer Financial Protection Bureau (CFPB), the Federal Trade Commission (FTC) and my State Attorney General and pursue civil litigation. Sincerely, XXXX XXXX	CA

Date receive	Issue	Consumer complaint narrative	State
2025-08-161	Struggling	OppLoans (aka OppFi) uses XXXX XXXX XXXX (Utah) XXXX XXXX XXXX XXXX XXXX XXXXXXXX XXXX XXXX XXXX Utah) XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX to make installment loans of {$500.00} to {$4000.00} at 160 % XXXX in a number of states that do not allow that rate for some or all loans in that size range. OppLoans has been sued by the State of California and by the District of Columbia Attorney General for engaging in a XXXX scheme and agreed to pay {$2.00} XXXX and stop evading DCs usury laws. Ive been lured into this trap with Opploans Ive been struggling making payments and what I have been paying is really not affordable for anyone. XXXX said : In California, a predatory loan is not just unethical it can be illegal, especially when it violates state or federal lending laws designed to protect consumers. What is a Predatory Loan? A predatory loan typically involves unfair, deceptive, or fraudulent practices by a lender. These loans often : Charge excessively high interest rates or fees Use aggressive sales tactics Include unnecessary or hidden terms XXXX vulnerable borrowers (seniors, low-income individuals, non-English speakers) Trap borrowers in debt cycles!	CA
2025-08-261	Incorrect i	Account was charged off during XXXX it is being reported on credit report monthly as an open account with an balance. This account should be reported as an closed account.	CA
2025-12-201	Problem v	I have a loan serviced by OppLoans through XXXX XXXX. The original loan amount was approximately {$1400.00}. Since XXXX, I have paid approximately {$4000.00} toward this loan, yet the lender states that I still owe over {$1200.00}. I noticed that my payoff balance has increased over time despite making regular scheduled payments. I received multiple payoff quotes showing the balance rising week to week due to daily interest accrual. Because of this, I requested a written payment ledger that shows how each payment was applied to interest and principal and how the payoff balance was calculated. OppLoans repeatedly refused to provide this information in writing and stated that the information was available in my online portal or in my original contract. The online portal only shows payment dates and amounts and does not include an interest or principal breakdown, amortization, or payoff calculation. The contract also does not show how my actual payments have been applied over time. I sent a written request to OppLoans compliance department requesting the full written ledger and received no response after more than XXXX business days. Without this documentation, I am unable to verify the accuracy of the balance or understand why the payoff amount continues to increase. I am not refusing to pay this loan. I am requesting transparency and proper documentation to verify the balance and resolve the account.	CA

Date receive	Issue	Consumer complaint narrative	State
2025-12-29	Improper	Re : Request for Account Information Account Number : OPPLOANS/XXXX - XXXXXXXX XXXX XXXX XXXX XXXX Whom It May Concern I am writing to formally request a complete record of the following information regarding the above-referenced account, pursuant to my rights under the Fair Credit Reporting Act (FCRA) and other applicable consumer protection laws : 1. Date the account was opened 2. Date the account was closed (if applicable) 3. Date the account was sold or transferred (if applicable) 4. Date the account was charged-off (if applicable) 5. Date of first delinquency reported 6. Date of last payment received 7. Current balance and balance at the time of charge-off (if applicable)	CA
2026-01-24	Struggling	It's becoming hard to keep up with the payments of this loan. I got it as a refinance to a previous loan. The interest charged is an exorbitant amount, to the tune of 159.22 %. By the end of the payment terms if paid on time would be more than double what the refinance amount is ({$3000.00}), if not almost triple ({$8000.00}). As it was it was already hard keeping up with the previous one but this one is just ridiculous.	CA
2026-02-20	Charged f	I am a resident of XXXX XXXX XXXX, California. I am filing this complaint against OppLoans (OppFi) regarding a personal installment loan with an unconscionably high interest rate (APR) that exceeds the legal limits set by the XXXX of California for loans of this amount. OppLoans uses a " rent-a-bank '' scheme to bypass XXXX XXXX XXXX to XXXX XXXX, which caps interest rates on consumer loans. I believe these lending practices are predatory and violate California financial protections. I am requesting a review of my contract and a correction of the interest rates to comply with state law. I want OppLoans to adjust the interest rate on my loan to comply with Californias legal limits.	CA
2026-04-29	Charged f	In XX/XX/XXXX, I took out a personal installment loan for {$2300.00} with XXXX XXXX, serviced by OppFi/OppLoans. The loan carried an Annual Percentage Rate of 159.56 %, which violates California AB 539, effective XX/XX/XXXX, which caps interest rates on personal loans between {$2500.00} and {$10000.00} at 36 % APR. The loan was partially used to pay off a prior OppFi loan, and the account has since been assigned to a debt collector called XXXX. As of XX/XX/XXXX, XXXX 's own written communication to me states their California collection license is " pending, '' meaning they are actively attempting to collect {$3600.00} from me without a valid California license, in violation of the XXXX Fair Debt Collection Practices Act. I disputed this account on my credit report. XXXX responded by providing the original promissory note and payment history as debt validation. The payment history shows numerous reversed/returned payments that do not appear to be accurately reflected in the reported balance of {$3600.00}. I am requesting that the CFPB investigate the illegal interest rate charged by FinWise Bank/OppFi and the unlicensed collection activity by XXXX, and require deletion of this account from my credit reports.	CA
2025-10-30	Problem v	I settled a payday loan with OppLoans in XX/XX/year>. Despite providing evidence of settlement and multiple formal requests for deletion, the account continues to be reported inaccurately and inconsistently across XXXX, XXXX, and XXXX. I have reached out to OppLoans directly via written letters requesting correction or deletion, but the company has not responded or resolved the issue. This inaccurate reporting is negatively impacting my credit report and violates FCRA requirements for accurate and complete reporting. I am seeking complete deletion of this account from all credit reports.	DC
2026-02-17	Charged f	I spoke with a coworker and they informed me that there are laws against companies that charge apr of 150 % and thats how much I am paying as of right now and I pay every week	FL

Date receive	Issue	Consumer complaint narrative	State
2025-07-28T	Charged f	I took out multiple loans through Opportunity Financial , LLC (also known as OppLoans) and have paid over {$2500.00} in interest alone over a period of time. The Annual Percentage Rate (APR) on these loans was 159.56 %, which I now understand exceeds Florida 's legal interest rate caps and may violate state usury laws. I have repaid two of the loans in full and recently entered into a third loan. Upon reviewing my contracts and payment history, I discovered that the fees and interest charges were excessive, predatory, and financially devastating. These terms were not clearly disclosed or explained, and I was not made aware of the true long-term costs when agreeing to the loans.	FL
2025-08-05T	False state	This is in response to XXXX XXXX, LLCs reply dated XX/XX/XXXX, to CFPB Complaint # XXXX. While the company acknowledges the debt stems from a XXXX loan, the response fails to address the core issues of my complaint : 1. Incomplete Validation : The company did not provide adequate validation of the debt, such as : The chain of assignment or legal right to collect/report post charge-off. Third-party collection agreements. Legally required validation under the Fair Debt Collection Practices Act. 2. Credit Reporting Timeline : OppFi acknowledges the date of first delinquency was in XXXX. Therefore, this debt must be completely removed from all credit reporting no later than XX/XX/XXXX, per the Fair Credit Reporting Act (FCRA). The responses claim that the account is no longer actively reporting is vague, and I request written confirmation of deletion from all bureaus by that date. 3. Balance Discrepancy and Predatory Terms : The charge-off balance of {$2100.00} on a {$1600.00} loan represents a disproportionate increase. The 159 % APR is predatory. The amortization schedule shows excessive interest accrual post-default, and no complete accounting was provided to explain the balance at charge-off. 4. Consumer Harm and Goodwill : I made payments in good faith, was never mailed notices beyond email, and the company failed to engage meaningfully or offer resolution alternatives prior to charge-off. I respectfully request that the CFPB compel OppFi to : Cease any collection efforts on this account. Confirm deletion of this account from all credit bureaus effective XX/XX/XXXX or sooner. Provide proper documentation verifying chain of title, legal right to collect/report, and a full itemized balance justification. Thank you for your attention to this matter.	FL

Date receive	Issue	Consumer complaint narrative	State
2025-08-22T	Charged f	I am formally disputing the loan account number XXXX with XXXX XXXX due to predatory and unconscionable lending practices. The loan was dated for XX/XX/year>. The disclosure provided by XXXX XXXX reflects an Annual Percentage Rate (APR) of XXXX XXXX on a {$3000.00} loan. According to the Truth in Lending Act (XXXX), lenders are required to provide fair and transparent terms. A loan structured with such an extreme APR and finance charge of $ XXXX the repayment total to $ XXXX excessive, abusive, and inconsistent with reasonable lending practices. These terms meet the definition of predatory lending because they : XXXX. Exploit vulnerable borrowers by imposing usurious rates that far exceed fair lending standards. 2. Create a cycle of debt that is virtually impossible to escape. 3. Violate the principle of good faith and fair dealing, as the loan terms are grossly one-sided in favor of the lender. I am therefore disputing the validity and enforceability of this loan. I demand that XXXX XXXX : Provide documentation showing that this loan complies with state usury laws and federal lending standards. Immediately cease all collection activities and credit reporting related to this loan until validation is provided. Remove this account from my credit reports if you can not prove this loan is legal, fair, and enforceable.	FL
2025-09-14T	Attempts	It's showing on my credit report that I owe {$3100.00}. I have never applied for this loan.	FL

Date receive	Issue	Consumer complaint narrative	State
2025-07-25T	False state	Dear CFPB, I am writing in response to the companys reply to my complaint filed on XX/XX/XXXX, regarding a charged-off loan account with Opportunity Financial , LLC (OppFi). I respectfully dispute the accuracy and completeness of the information provided by OppFi and request that this matter be reinvestigated or escalated. While the company claims the debt is valid, they failed to provide the following : 1. A breakdown of the balance increase from {$XXXX} to {$XXXX}. 2. Proper chain of assignment showing their legal right to collect and report this debt after XXXX Bank originated the loan. 3. Documentation supporting continued reporting after multiple third-party placements and charge-off. Additionally, this debt is nearing the XXXX credit reporting limit under the Fair Credit Reporting Act. The original delinquency occurred in XX/XX/XXXX, meaning the account should be removed from my credit report no later than XX/XX/XXXX. XXXX refusal to remove or suppress the account despite lack of payment or communication for over 6 years raises further concerns regarding fair and accurate reporting. I request that the CFPB : Reopen or escalate this complaint, Ask OppFi to provide full validation of the debt, including contractual ownership and itemized accounting, And confirm that all credit reporting on this account will be removed no later than XX/XX/XXXX in compliance with FCRA guidelines. Thank you for your attention to this matter. I appreciate your continued support in protecting consumer rights.	FL
2025-08-14T	Received a	A loan with Opp loans was refinanced in XX/XX/year> without my consent or knowledge. It was then written off in XX/XX/year> .I have emailed twice requesting verification of this.	FL

Date receive	Issue	Consumer complaint narrative	State
2025-11-26T	Incorrect i	Complaint Against : OppLoans / XXXXXXXX XXXX Accounts Involved : XXXX XXXXXXXX XXXX XXXX XXXX XXXXXXXX Reported Balance : {$2500.00} I am filing this complaint because XXXX is reporting inaccurate, incomplete, and unverifiable information to the credit bureaus. I submitted a direct dispute under FCRA 623 requesting validation of the account, including the DOFD, original agreement, full payment ledger, itemized charge-off accounting, and Metro-2 reporting fields. OppLoans has not supplied the required documentation. The information being reported is inconsistent and appears to be re-aged. OppLoans/FinWise continues verifying the account with the credit bureaus without providing validation, which violates : FCRA 623 (a) (1) (A) Furnishing inaccurate information FCRA 623 (a) (2) Failure to properly investigate consumer disputes FCRA 623 (a) (5) Failure to report accurate DOFD FCRA 611 (a) Verifying unverifiable information In addition, OppLoans/FinWise has not provided : The original signed contract A full payment ledger DOFD documentation Accounting and itemization of the balance Metro-2 compliant reporting Proof of accurate charge-off status The account information across bureaus is inconsistent and unverified.	FL

Date receive	Issue	Consumer complaint narrative	State
2025-09-29	Problem v	XXXX XXXXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXXXXXX Subject : Cease and Desist Demand for Immediate Removal of Inaccurate Credit Information To Whom It May Concern : I, XXXX XXXX, am formally demanding that XXXX cease and desist from reporting the following inaccurate and unverifiable accounts on my credit report : OppLoansXXXX XXXX XXXX XXXX XXXX XXXXXXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXXXXXX Basis for Demand : These accounts are inaccurate and unverifiable. Under 15 U.S.C. 1681i (a) (1) of the Fair Credit Reporting Act (FCRA), I have the right to request verification of any information on my credit report. The creditors have failed to provide legally sufficient documentation proving my obligation to pay these debts. Reporting these accounts in their current form violates 15 U.S.C. 1681e (b), which requires credit reporting agencies to maintain accurate and complete information. Continued reporting of these accounts is causing substantial financial and emotional hardship, interfering with my ability to obtain credit, and exposing me to damages. Demand for Immediate Action : Cease reporting these accounts immediately. Remove them from my credit report within 15 calendar days of receipt of this letter. Conduct a full reinvestigation with the creditors and provide written confirmation of removal. Provide a corrected copy of my credit report reflecting the removal of these accounts. Notice : Failure to comply within 15 days will leave me no choice but to : File a formal complaint with the Consumer Financial Protection Bureau (CFPB) and the Federal Trade Commission (FTC). Pursue all remedies available under federal and state law for the willful and negligent reporting of inaccurate credit information, including potential claims for actual and statutory damages, attorneys fees, and costs. This letter serves as a formal Cease and Desist notice. I expect your immediate compliance and written confirmation of removal. Sincerely, XXXX XXXX	FL

Date receive	Issue	Consumer complaint narrative	State
2025-11-23T	Incorrect i	I am filing this complaint because XXXX XXXX, through their collection attorney XXXX XXXX, is attempting to collect a debt that has already been charged off and reported as a loss by the creditor, and they have refused to provide proper validation despite multiple lawful requests. On XX/XX/year>, I received a collection letter from XXXX XXXX claiming that I owed {$4200.00} for a XXXX XXXX account ending in XXXX. I disputed the debt and requested validation, including proof of ownership, balance calculation, and documentation of charge-off/tax treatment (e.g., any Form 1099-C). On XX/XX/year>, the attorney sent only a promissory note and a transaction list. This did not include proof that XXXX still owns the debt, nor any breakdown of how the claimed amount was calculated. My credit report clearly shows the account as Charged off / Unpaid balance reported as a loss by credit grantor. I sent a follow-up written validation request asking for : (1) documentation of current ownership or assignment, (2) full balance calculation, and (3) confirmation of any tax deduction or 1099-C issued in connection with the charge-off. On XX/XX/year>, the attorney responded stating my request was duplicative and refused to provide the information. Instead, he asked me to call him to work out a resolution, rather than provide written validation. Attempting to collect the full charged-off balance without providing proper validation, ownership documentation, or tax treatment confirmation may violate 15 U.S.C. 1692g (b) (failure to validate a disputed debt) and 15 U.S.C. 1692e (2) (A) (misrepresenting the character or amount of the debt). Additionally, on XX/XX/year>, XXXX XXXX filed a lawsuit regarding this debt, but I have not been served with the summons or complaint. Pursuing litigation without proper validation further raises concerns about deceptive or unfair practices. I request that the CFPB require XXXX XXXX to : (1) provide full validation including ownership documentation, proof of balance calculation, and charge-off/tax documentation ; (2) suspend all collection and litigation activity until validation is provided ; and (3) correct or withdraw the lawsuit if the debt is not properly validated.	FL
2025-10-25T	Charged fe	Opploans is charging me 159.56 % on a {$2600.00} loan in the state of Flordia	FL
2025-11-29T	Written no	I have debts on my credit report. Some Im aware of and some Im not. The debts include auto mobile, medical, phone, educational as well banks. The dates go far as XXXX through XXXX I selected I dont know as far as debts because it isnt just one debt I have numerous in my report.	FL

Date receive	Issue	Consumer complaint narrative	State
2025-12-31	Received	To Whom It May Concern, I am submitting this complaint to formally dispute an account currently appearing on my credit report that I do not recognize. I do not recall applying for this account and was unaware of any charges associated with it. Company : OppLoans / XXXX XXXX Account Number : XXXX Credit Bureau Reporting : XXXX This account was opened without my knowledge or authorization and is inaccurate. I did not apply for, authorize, or consent to this account, nor did I receive any benefit from it. Because this account is unauthorized, its reporting violates the Fair Credit Reporting Act (FCRA). I am requesting that this account be removed immediately from my XXXX credit report. This inaccurate reporting is negatively impacting my credit profile, and I respectfully request prompt correction. Thank you for your immediate attention to this matter. I am disputing this account due to inaccurate and unverifiable reporting on my XXXX credit report. OppLoans is reporting a balance of {$2100.00} on an account with an original balance of {$2000.00}, despite reporting the account as never late. No documentation has been provided to explain the added balance, interest, or fees, nor has a signed loan agreement been produced. This constitutes a violation of the Fair Credit Reporting Act (15 U.S.C. 1681), as the furnisher has failed to demonstrate that the information being reported is accurate, complete, and verifiable. I am requesting that the CFPB investigate this matter and require OppLoans to delete this account from my credit report if they are unable to provide proper legal validation and proof of accuracy.	FL
2025-12-26	Charged f	I opened a personal loan with OppLoans on XX/XX/XXXX for {$2500.00} From XX/XX/XXXX to XX/XX/XXXX I paid a total of {$3900.00} As of today, my credit report is showing a Open Balance for {$5800.00} on my XXXX Report.	FL

Date received	Issue	Consumer complaint narrative	State
2026-01-24T	Problem v	After deciding against refinancing the loan in XXXX of XXXX, I have been unable to access my payment portal for my open loan, I can only see information for the canceled refinance. I can access contracts and view payments, but there is no way for me to make a payment or change payment information. I have called several times to get this fixed. At first the only affect of not being able to access the portal was that I was unable to make extra payments to pay the loan off faster because my loan was automatically drafted from my bank. When I changed banks, I tried again to get help accessing my portal. I tried in XXXX, XXXX, and XXXX when I received emails that my payment was returned (because I changed banks). I called again today which is XX/XX/XXXX because I received notice that I have been reported to the credit bureau for non payment. I was told today that there was no correspondence noted in their system since XXXX. When I asked how is that possible since the portal shows a canceled refinance in XXXX XXXX. Because it is a very high interest, I have been charged over {$200.00} since XXXX in interest and been reported to the credit bureau. It is impossible to pay off a loan when you can't access a payment portal. I was told today that she noted in the system that I called, she filed a ticket for IT to fix my portal and I need to just keep checking daily to see if my portal is accessible. As for all of the accumulated interest and credit reporting, I have to contact another department.	FL
2026-03-06T	Incorrect i	I'm guessing sometime and XXXX this account was open and my name but it was not by me. I have no way of proving it but my information was stolen from me. I have tried to dispute this multiple times to no avail so I will wait out this process because I can not pay something I know. The problem that I have I feel Comfortable letting this stay on my credit report but what I do not like is this company keep changing dates that the account was closed the first time it was supposedly closed was back in XXXX but now Im looking and the account was now closed on XX/XX/XXXX I do not believe a company should be allowed to keep switching dates around to try to hurt people which is exactly what they are doing this is fraud. they need to remove this from credit report immedaitely are stop commiting fraud	FL
2026-03-05T	Problem v	I took a loan on XX/XX/XXXX. The repayment of the loan is based on my employment income pay cycle. I get paid monthly (commision based income settled on the XXXX of each month) Repayment was to start on XX/XX/XXXX. The lender set my account on bi-weekly paments and auto-pay in error. I immediately called them and canceled both auto-pay and bi-weekly payments. Opploans agreed to their error and sent me an acknowledgement email to that fact. Here is the problem, they are alleging that the payment was to commence on XX/XX/XXXX. If that would be true, that would make the XXXX payment due 12 days after funding. That is not what I agreed or discussed. They allege I agreed to this on a recorded call. This is not true. I have emailed them and made my position clear that I will not commence payments until XX/XX/XXXX and demanded they correct their record to not reflect me as past due. The refuse. In an abundance of caution, I have limited communication to email only. I need the CFPB to assist. This is a high cost predatory lender. I will provide all emails and the contract for your review. Kindly assit me to get this matter handled. Thank you	FL

Date receive	Issue	Consumer complaint narrative	State
2026-04-03T	Written n	I am filing a complaint regarding an account with OPPLOANS/CC BANK that is being inaccurately reported on my credit reports. This account is currently reported as a Charge-off with an outstanding balance of {$5600.00}. This is a fundamental inaccuracy. Furthermore, there are severe discrepancies in the reported payment history across the three major credit bureaus. For example, XXXX bureau reports XXXX XXXX late payments, while another reports XXXX XXXX late payments. These inconsistencies demonstrate a clear failure to ensure maximum possible accuracy, as required by the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq. I also never provided written consent to OPPLOANSXXXX XXXX to furnish or obtain my personal information, nor did I provide written consent for them to disclose my nonpublic personal information (NPI) to third parties, including credit reporting agencies. This unauthorized disclosure, without my express written consent and without providing me with the required notice and opportunity to opt out, constitutes a severe violation of my privacy rights under the Gramm-Leach-Bliley Act (GLBA), 15 U.S.C. 6802. OPPLOANSXXXX XXXX has failed to comply with debt validation requirements under the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692g. I have not received proper validation of the reported account status, balance, or payment history, nor has OPPLOANS/XXXX XXXX provided sufficient proof to substantiate the accuracy of the outstanding balance or the inconsistent late payment marks. I require the original contract with my signature, complete payment history, documentation proving the accuracy of each reported late payment, and proof of compliance with all applicable reporting laws. Without this comprehensive documentation, the reported inaccurate charge-off status, outstanding balance, and inconsistent negative payment history remain unverified, and their presence on my credit report is in violation of my rights.	FL
2026-04-27T	Attempts	I request validation of the alleged debt referenced in your recent communication, including the name of the original creditor, the total amount owed, documentation establishing my responsibility for the debt, and proof that your company is authorized to collect it.	FL
2025-10-02T	False state	According to 15 usc 1681 I have the right to dispute inaccurate and unverifiable Information that's on my credit report. I disputed multiple times with credit bureaus and it's coming back as updated and verified without a proper investigation. The company failed to send me any of the information I requested even with my other complaint they never sent verification of debt, the ORIGINAL Contract bearing my signature & explanation of the amount and how it was calculated.	GA
2025-09-29T	Struggling	This company offers predatory lending far above the usury rates legally allowed in most states. Loan effective date was XX/XX/year> A charge off has been reported on my credit report for years. Over years of refinancing I have payed well over the principal amounts only in interest.	IA

Date receive	Issue	Consumer complaint narrative	State
2025-11-18T	Incorrect i	OppLoans / XXXX XXXX XXXX (XXXX) FCRA Violations Your Name : XXXX XXXX XXXX XXXX XXXX XXXX XXXX. What is this complaint about? This complaint concerns inaccurate, inconsistent, and misleading credit reporting by Opportunity Financial , LLC (OppLoans) and XXXX XXXX XXXX (XXXX) in violation of the Fair Credit Reporting Act (FCRA). OppLoans/XXXX is furnishing contradictory information to XXXX and third-party users of XXXX data. These inaccuracies have harmed my credit score and my ability to obtain credit. ____ XXXX. Summary of the Issue I have documented evidence that OppLoans/XXXX has reported the same account with two completely different statuses, depending on who pulls the report. A. XXXX Consumer Disclosure (XX/XX/XXXX) The OppLoans/XXXX account is reported as : Closed Charged Off / Profit & Loss Writeoff Balance : {$2300.00} XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XX/XX/XXXX) The same account is shown as : OPEN Unsecured Loan Balance : {$2300.00} Open since XX/XX/XXXX These two versions of the same tradeline directly contradict each other. A loan can not be both : Closed/Charged Off, and Open/Active, at the same time. This is a textbook FCRA violation. ____ XXXX. Why this violates the FCRA A. Violation of FCRA 623 (a) (1) (A) Furnishers (OppLoans/XXXX) must report information that is accurate and not materially misleading. Reporting the same loan as : Closed/charged off to my XXXX file, but Open/active to a third-party lender is materially misleading and demonstrably inaccurate. ____ B. Violation of FCRA 607 (b) CRA Maximum Possible Accuracy XXXX is distributing contradictory versions of the same tradeline due to OppLoans/XXXX inconsistent furnishing. This inconsistency harms my creditworthiness and causes confusion for lenders. ____ XXXX Violation of FCRA 611 Failure of Accurate Reinvestigation I disputed this item previously. Despite that, the account continues to be reported inaccurately across different versions of XXXX data. OppLoans/XXXX has either : Re-verified inaccurate information, or Furnished conflicting data during the dispute process Both are violations of 623 (b). ____ XXXX. Harm Caused to Me These inaccuracies have caused : A significant and unexplained drop in my credit scorXXXX Confusion for lenders reviewing my file Denial of credit due to the appearance of an active delinquent loan Emotional distress and financial harm Inability to understand or correct my credit file due to conflicting information Reporting an account as open AND charged off at the same time seriously damages creditworthiness and implies current default, which is false.	IA

Date receive	Issue	Consumer complaint narrative	State
2025-08-19T	Charged f	I needed a {$5000.00} loan. I was under the impression I would be paying back {$430.00} per month, when they are taking out {$430.00} every 2 weeks ... which is everytime I get paid. So far I have paid 5 payments of {$430.00} have, totalling {$2100.00}, and the balance remaining on my {$5000.00} loan is {$4200.00} as of today. I still have 15 payments of {$430.00} remaining. The loan states it is 195 % APR. Also, every time I make a payment I get a text telling me to refinance my loan... which would mean I would get a little over {$800.00} for the {$2100.00} I've paid ... and then loan starts over and the payments start over back at {$5000.00}. This is a total scam.	IL
2025-09-12T	Problem v	b'I took our a loan from Opp Loans XXXX and XXXX XXXX I had been aming payments then had difficuty as 2 payments where returned and contacted Opp Loans to arrange payments. The loan was not 2 months late and was sent to Collection Company January. I contacted January who already showed my missed payments and arranged a settlement with them as the loan had a very high intreset rate (that I now find out is illiegal in the XXXX XXXX XXXX). I do have documentation of the settlement offer and payment dates. During this time I beleive is when it was reported as a write off while I was making payments. As you can see on my credit report. I had made my payments as agreeded XXXX XXXX and on XXXX made a large payment of XXXX as I am trying to pay this and have removed from my credit. On XXXX I looged back into the XXXX Website to make another large payment and saw they where no longer servicing the loan. I called and got nowhere but to call Opploans who was their customer as they had asked for the loan back. On XXXX when I call Opploans was unware of anythig and said to call January. I called Opploan back XXXX they where cluless on why the account was back and offfered to settle at a larger amount than there collection agency. I disputed this as I already had an agreement. I was on hold for a very long time and again I was told I would get a call back and nothing. I let them know that I just want to pay the account have this off my credit show a zero balance. I want to pay the amount that I agreed upon with January of less is possible as the loan intrest was out of contol. I take full responsiblity for getting the loan I should not have. \n\nAmount financed XXXX \nFinance charges per contract XXXX\nAnnual Percentage rate per contract XXXX\nOriginal Balance given to January for collection XXXX\nSettlement with January XXXX per month 6 months 1 final payment XXXX XXXX XXXX\nPayments make XXXX XXXX XXXX should be remianing \nOpp loans offered to settle for XXXX XXXX have all emails and can verfiy all .\n\nThank you for the help. \n\nMary Melissa Xydakis'	IL
2025-12-03T	Charged f	I am an Illinois resident who received a {$5000.00} loan from OppLoans/XXXX XXXXXXXX XXXX XXXX XX/XX/year>. The APR on the loan is 178.51 %. Illinois law (the Predatory Loan Prevention Act) caps APR at 36 % for all consumer loans. This loan violates Illinois law. OppLoans attempted to debit {$460.00} from my bank account every pay period. I revoked ACH authorization and my bank has blocked further withdrawals. I contacted OppLoans and requested a recalculation of my loan under the legal 36 % cap, but they have not responded yet. I am requesting CFPB assistance to enforce Illinois law, stop illegal charges, and ensure OppLoans honors the state interest rate cap. Loan number : XXXX Borrower : XXXX XXXX XXXX XXXX 178.51 % State : Illinois	IL

Date receive	Issue	Consumer complaint narrative	State
2025-12-29T	Received a	I did not apply for this loan. I asked the company to provide information as to when and where the loan information was provided. Company did not respond. I would like this to be taken off my credit as I did not apply for this loan.	IL
2025-12-31T	Attempts	This debt collector has done unjustifiable practices of the FDCPA which it prohibits. They furnished this account that we didn't agree upon and I didn't sign an agreement on. A legal contract is signed by two parties and I did not participate in any of it. they didn't follow the proper 5-step validation procedure According to the EDCPA, I'm entitled to compensation for these violations and clearly, they violated my rights and abused my privileges. I demand this account be taken off immediately. It still shows balance and reporting late payments on my credit report.	IL
2026-02-03T	Problem w	I called into OppLoans today, XX/XX/year>. Spoke with customer service representative and explained clearly that I scheduled a payoff for XX/XX/year> in the amount of {$5000.00}. The website allowed me to select a payoff date and included interest due once date of XX/XX/year> was selected. I then received an email on XX/XX/year> stating that {$63.00} balanced remained. I explained to the representative that I had scheduled a full payoff for XX/XX/year> how was there a remaining balance. She stated numbers from XXXX. I stated I hear you however I asked if I am on your site and selected PAYOFF should it not have calculated any and all accrued interest for that due date with the final number provided on the website for stated payoff? She agreed however restated numbers on her screen.	IL

Date receive	Issue	Consumer complaint narrative	State
2026-03-12T	Charged f	In XX/XX/XXXX, I obtained a high-interest loan from OppLoans that was originally scheduled to mature on XX/XX/XXXX. In XX/XX/XXXX, I requested and was granted a one-time payment extension, with the understanding that the missed payment would simply be added to the end of the loan term. Since that time, I have made all required payments on time and remain current on the account. However, when I contacted OppLoans this week to ask why my remaining balance was still {$1600.00} despite the listed maturity date of XX/XX/XXXX, I was informed by a representative that the entire remaining balance consists of interest related to the single extended payment from XX/XX/XXXX. This explanation is concerning because I was originally told that the missed payment would be moved to the end of the loan. Instead, OppLoans appears to have charged interest on that payment for nearly two years without ever providing me with an option to repay the extended amount directly. Additionally, OppLoans has refused to provide a clear maturity date for the loan. I was told that the loan matures when the balance reaches XXXX, which is highly unusual, as lenders should always be able to provide a specific loan maturity date. I am also concerned that one extended payment has allegedly resulted in interest charges that are approximately seven times the amount of the original payment. Despite requesting clarification, OppLoans has refused to provide documentation or a detailed explanation showing how this amount was calculated. Based on these issues, I believe OppLoans may be engaging in dishonest and potentially predatory lending practices designed to keep consumers locked into high-interest, bi-weekly payment cycles and to extend the life of the loan beyond what was originally represented. I am requesting a full explanation of the interest calculations, documentation of the loan terms, and clarification of the loans actual maturity date.	IL
2026-04-14T	Struggling	I took out a {$2300.00} installment loan with OppLoans at a 159 % APR. The total repayment is over {$6000.00}, which is not affordable and creates financial hardship. The interest is excessive and predatory, and I am unable to keep up with payments. I am requesting a reduction in the balance and removal of excessive interest charges.	IL
2025-12-04T	Attempts	This account is listed as a charge off on my credit report, but I have now received the 1099C form that by law I am supposed to receive.	IN

Date receive	Issue	Consumer complaint narrative	State
2025-12-01T	Charged f	I did not take out a loan with this company. I noticed in XXXX of XXXX they had been deducting money from my checking account, totalling {$1800.00}. The lady on the phone informed me a loan had been taken out in my name, with my banking information in the amount of {$1800.00}. I disputed that fact and they failed to provide any documents verifying the loan. They did not refund my money. They did stop deducting money from my account. Now I have a charge off appearing on my credit report, from this company in the amount of {$3800.00}. From additional research I have conducted, this business is utilizing a rent a bank scheme to illegally offer loans. I would like my money refunded and also the derogatory information removed from my credit report. I would also like any documentation they have to help me determine who might have opened this account.	IN
2026-01-13T	False state	Subject : Debt Validation Request XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX XXXX Re : Account Number : XXXX To Whom It May Concern, I am writing in response to your recent communication regarding the account referenced above. This letter is a request for validation of the alleged debt pursuant to the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692g. I dispute this debt and request that you provide proper documentation to verify that I am legally obligated to pay it. Please provide the following : the amount of the debt with an itemized breakdown ; the name and address of the original creditor ; a copy of the original signed agreement or contract showing I agreed to this debt ; a complete payment history ; and proof that your agency is legally authorized to collect this debt in my state. Please also provide documentation that this debt has not exceeded the statute of limitations. During the investigation of this matter, all collection activity must cease, including reporting to or verification with any credit reporting agency. If this account has already been reported, you must immediately mark it as disputed. If you are unable to provide the requested validation, you must delete the account and cease all collection efforts. Failure to comply will be considered a violation of federal law. Sincerely, XXXX XXXX	IN

Date receive	Issue	Consumer complaint narrative	State
2026-02-19	Attempts	I discovered in or about XX/XX/year> that several accounts and credit inquiries were reporting on my consumer credit reports that I did not open or authorize. The fraudulent accounts include : OppLoans (reported as XXXX / OPP Loans) These accounts show balances and/or payment histories that I do not recognize. I did not apply for or authorize any loans, financing agreements, or credit services with these companies. I did not sign any contracts, submit applications, or receive any funds or merchandise related to these accounts. On or about XX/XX/year>, after reviewing my credit reports, I contacted the companies directly to notify them that the accounts were fraudulent and the result of identity theft. I disputed the accounts and requested verification of the alleged debts, including copies of any signed applications, contracts, or proof of authorization. I also requested that the accounts be removed immediately. Despite being notified that these accounts are fraudulent, the companies have continued reporting the accounts to consumer reporting agencies. The accounts remain on my credit reports as of the date of this complaint. The continued reporting of these fraudulent accounts is negatively impacting my credit standing. In addition, unauthorized inquiries were placed on my credit report without my consent. I did not authorize any application for credit with the company listed above, and I did not provide permission for a hard credit pull. I have filed an Identity Theft Report with the Federal Trade Commission and formally disputed these accounts as identity theft. Under the Fair Credit Reporting Act, furnishers are required to conduct a reasonable investigation upon receiving notice of a dispute and are prohibited from reporting information they know or have reason to believe is inaccurate. My requested resolution is : Immediate deletion of the fraudulent accounts ; Removal of all unauthorized inquiries ; Confirmation that the accounts will no longer be reported ; Cessation of any collection activity related to these accounts. These accounts do not belong to me, and I am requesting full compliance with federal law.	LA

Date receive	Issue	Consumer complaint narrative	State
2025-09-28	False state	I am writing to formally dispute this alleged debt. I am unfamiliar with this account and have no recollection of incurring this debt. This is a formal request for validation of the debt pursuant to the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692g. Please provide me with the following PHYSICAL documentation and information to validate this debt : 1. Documentation that identifies the original creditor, including the original account number. 2. Documentation that establishes that you are legally entitled to collect this specific debt, such as the contract or assignment agreement. 3. A complete payment history for this account, from the time of the original creditor to the present date. 4. Copies of any contract, agreement, or other documentation signed by me (or an authorized party) showing my agreement to pay the alleged debt. 5. The exact date of the last payment made on this account. 6. The exact amount of the debt, including a breakdown of the principal, interest, fees, and any other charges. 7. Documentation showing that the statute of limitations for collecting this debt has not expired in my state. Cease and Desist of Collection Activity : Until you provide the complete and proper validation of this debt as requested above, you must cease all collection activity and any attempts to contact me regarding this matter. Failure to provide validation within 30 days of your receipt of this letter will be considered an admission that the debt is invalid or uncollectible, and I will require you to cease all collection efforts and remove any negative information related to this account from all three major credit bureaus (XXXX, XXXX, and XXXX). Please send all future correspondence to this address : XXXX XXXX XXXX XXXX, MI XXXX	MI

Date receive	Issue	Consumer complaint narrative	State
2025-10-29T	Electronic	I am writing to formally request an investigation into a charge-off that has been reported inaccurately on my credit report regarding an account with Opp Loans. The details are as follows : Account Holder Name : XXXX XXXX Account Number : XXXX Original Amount Charged Off : {$1400.00} Date of Charge-Off : not given Current Balance Being Reported : {$1400.00} The account in question has been repeatedly updated with varying amounts, which has caused confusion and negatively impacted my credit score. The most recent update shows an amount of $ [XXXX XXXX XXXX], which is different from the original charge-off amount of {$1400.00}. I believe this is an error as I have taken the following actions : XXXX. Made timely payments prior to the charge-off. XXXX. Attempted to resolve this matter directly with Opp Loans but have not received a satisfactory resolution. XXXX. Contacted their customer service on [insert dates], and I have documentation of those conversations. I request that this charge-off be investigated and removed from my credit report as it is inaccurate and unfairly affecting my credit standing. I can provide additional documentation if necessary. Thank you for your assistance in resolving this matter. I look forward to your prompt attention to this request.	MI
2026-01-20T	Received a	I tried to call the company on XX/XX/year> and XX/XX/year> to see what can be done with this as i have not clue what this loan was or how it ended up on my credit report. They would not give me any information except that i would need to pay the full amount to have it removed from my credit report even though it is closed and charged off. They would not provide any details as when it was opened or anything even after i told them that i did not open the account.	MI
2025-08-04T	Charged fe	I took a short term loan but the interest and fees are outrageous and unacceptable.	MN
2025-08-28T	False state	I am filing this complaint regarding OppLoansXXXX XXXX XXXX This company has reported multiple accounts/loans on my credit report more than six times without my knowledge or authorization. I have no relationship with OppLoans or XXXX XXXX and I do not recall ever opening an account or loan with them. The multiple entries on my credit report suggest either identity theft or improper/fraudulent reporting.	MN
2025-12-28T	Struggling	This loan is over a 149 % apr I did not know that I thought it was only a 20 % apr and now I cant afford to pay it back and I know its illegal in MN for this insanely high APR	MN

Date receive	Issue	Consumer complaint narrative	State
2025-10-27T	Attempts	On XX/XX/XXXX, I attempted to repay a debt owed to Opploans/XX/XX/XXXX The original debt was for {$1700.00}. I reached out to XXXX, the debt collection agency that owned it. They gave me a settlement offer, and after I countered the offer on XX/XX/XXXX, I got an email saying that XXXX is no longer collecting the loan. I called Opploans on XX/XX/XXXX, and was told that they would need to check with the legal department to see if they are still collecting the debt, and they would call me within an hour. I never received that call. I called back XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, and today, XX/XX/XXXX. Each time, I was told that they'd need to call me back because there is an error in their system preventing me from paying. Each time, I never received a call back. Today, the woman told me she would reach out to the legal department to see if I can pay them. I explained that I have been calling for a month and they NEVER call back, but she assured me she would. I explained that this company is the one thing standing between me and getting an apartment right now, and I requested a simple email explaining that I am TRYING to pay, but there is an error making it so they can't accept a payment. She refused to send that email and said only a lawyer could!! I am beyond baffled, I just want to pay the debt off!	MN

Date receive	Issue	Consumer complaint narrative	State
		I am filing this complaint because an account identified as OPP LOANS XXXXXXXX is being reported on my credit file as a derogatory and charged-off account, and I do not own this account in any capacity. I have never applied for, signed for, authorized, or knowingly conducted business with OppLoans. The information being reported does not belong to me, and its continued presence on my credit report has caused significant harm. I am providing a detailed account of what happened, the actions I have taken, how this account violates federal law, and why its presence on my credit report is inaccurate and must be permanently removed. 1. Discovery of the OPP LOANS Account That Does Not Belong to Me I discovered this account during a routine review of my credit reports from TransUnion, Experian, and Equifax. The entry appears as a derogatory / charged-off account, with a past-due balance and multiple late payments. The reporting references an account number ending in XXXX, which is not familiar to me. I have never had a loan with OppLoans, and I have never received any statements, emails, calls, communications, bills, or documentation from this company. I did not authorize any loan in that name and have never been contacted by OppLoans for verification or repayment. The discovery of an account I do not recognize immediately raised concerns of : identity theft, mixed file errors, erroneous reporting, incorrect Social Security or identity matching, or reporting due to data entry mistakes. Regardless of the reason, the account is not mine, and it is inaccurately listed on my credit file. XXXX. Immediate Disputes Filed With All Credit Bureaus Once the OppLoans account appeared on my credit report, I acted immediately to dispute it. I submitted dispute requests with all major credit reporting agencies and clearly stated : I do not own the account I never applied for this loan I never authorized or signed for this debt I have no connection to OppLoans I need documentation proving this account belongs to me The only lawful response to such a dispute under the Fair Credit Reporting Act (FCRA) is to conduct a meaningful reinvestigation and require the furnisher to provide evidence of ownership. Unfortunately, the responses I received from the credit bureaus were inadequate. They claimed the information was verified or remains, but they provided XXXX documentation, no explanation, and no proof that OppLoans ever verified this account using real evidence. XXXX. OppLoans Provided No Documentation or Proof That I Own This Account To validate a debt, OppLoans must provide documentation proving : that I applied for the loan that I signed for the loan that I received funds that the loan was disbursed to my bank account that I made any payments that I acknowledged or authorized the loan that they have the correct consumer identity I specifically requested : The original loan application Original contract and signature Bank statements showing funds disbursement Payment history allegedly associated with me Evidence of my identity used to open the account Any recordings or communication logs Proof they have my SSN, date of birth, or identifying information Any internal investigation records OppLoans did not provide a single piece of documentation showing I am the legal owner of this account. Despite this, the account continues to appear on my credit report.	

Date receive	Issue	Consumer complaint narrative	State
2025-08-22T	Communi	I asked for debt validation from the company. I have not gotten any clear communication and according to 15 usc1692 c), a federal law prohibiting abusive, deceptive, and unfair debt collection practices by XXXX-party debt collectors and ensuring that debt collectors who follow the law are not at a competitive disadvantage.	MS
2025-08-11T	Incorrect i	These debts are the results of identity theft or fraud! I dispute the validity of this debt! It never should have been reported on my credit!	MS
2025-08-28T	Problem v	I have reached out to the creditor and asked for correction to be made. Creditor continues to state they can fix the reporting but I need to take care of the debt immediately! i asked creditor to send me all information by mail and they stated that they could not mail me any information nor debt validation but would do it by email. After the first call I asked for, all contact to be by mail so I could have all documents to look over. instead i started receiving hang up calls and daily calls from there after. i sent dispute letters asking form the same information and they would just send a paper saying it's verified. Dates of letters XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX calls incoming that I took even after continues asking for mailed information XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX XX/XX/XXXX Along with several other days of hag up calls	MS
2025-09-28T	Attempts	I sent documentation of my XXXX to all the credit bureaus. I asked that any and all accounts obtained in my name during that period be removed. Some were and some were not.	MS
2025-12-18T	Incorrect i	These loan accounts are not mine and are linked to an address I have never lived at and is not on my credit profile. I request deletion immediately under FCRA 609 & 611.	MS

Date receive	Issue	Consumer complaint narrative	State
2025-11-07	Incorrect i	Victim of Equifax Data Breach (Case No. XXXX) OppLoans, is reporting to the credit reporting agencies on my credit reports. I am a North Carolina consumer, and I categorically deny that I ever applied for, received, or authorized any loan product from your company. Your reporting of this alleged account : Opp Loans/XXXX XXXX : # XXXX : Balance : {$1000.00} : Alleged Fraud Date : XX/XX/year> ; constitutes multiple violations of federal and state consumer protection laws : 1. Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq. a) 1681s-2 (a) (1) (A) : You are prohibited from furnishing information you know or have reasonable cause to believe is inaccurate. b) 1681s-2 (b) : Upon notice of dispute, you are required to conduct a reasonable investigation and report results to the credit bureaus. 2. Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. 1692 et seq. a) If this account is being collected, any collection activity without verification violates 1692g (validation of debts). 3. North Carolina Debt Collection Act, N.C. Gen. Stat. 75-50 et seq. a) North Carolina law provides additional protections for consumers against unfair debt collection practices. 4. North Carolina Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. 75-1.1 b) Reporting false information to credit bureaus constitutes an unfair and deceptive trade practice under North Carolina law , which provides for treble damages and attorney 's fees.	NC
2025-10-02	Problem v	I am disputing an account reporting on my Equifax file from XXXX (acct XXXX XXXX). The account shows as opened XX/XX/year> and was charged off within only XXXX months with a balance of {$2100.00}. XXXX shows only XXXX months of activity and narrative codes such as Amount in High Credit is Original Charge-Off Amount. This account was not opened or authorized by me and appears fraudulent or mixed-file. I have attached a sworn affidavit of identity theft and request deletion and blocking under FCRA 605B.	NC

Date receive	Issue	Consumer complaint narrative	State
2026-04-22	Attempts	I am writing to dispute accounts appearing on my credit report that I do not recognize and did not authorize. My personal information was compromised during the XXXX data breach, and I believe these accounts XXXX be the result of identity theft or unauthorized use of my identity. I have no knowledge of these accounts and did not open or benefit from them in any way. These accounts are negatively impacting my credit and do not reflect my financial activity. Under the Fair Credit Reporting Act, I am requesting a full investigation into these accounts. Please provide documentation verifying that I authorized these accounts, including any signed agreements. If you are unable to verify that these accounts belong to me, I request that they be permanently removed from my credit report. I am willing to provide additional documentation, including an identity theft report, if necessary.	NC
2025-12-04	Problem v	Company : OppLoans / Opportunity Financial , LLC XXXX : XXXX XXXX XXXX (XXXX), Utah Loan # : XXXX Date of loan : XX/XX/year> Amount financed : {$1500.00} APR : 160.18 % (from contract) Total payments made : {$1500.00} (11 payments of {$130.00}) Complaint : I am a resident of North Carolina , which caps consumer loan interest at 36 % and prohibits high-cost payday-style loans. OppLoansXXXX XXXX XXXX issued me a loan with an APR of 160.18 %, which is unlawful for North Carolina residents . My contract lists my NC address (XXXX XXXX XXXX, XXXX, NC XXXX). I have already paid {$1500.00}, fully repaying the principal. OppLoans continues attempting to collect unlawful interest through automatic ACH withdrawals. I have revoked ACH authorization and notified the lender that the contract is void under state law, but they have not closed my account. I am requesting investigation, loan cancellation, a zero balance, and protection from further illegal debits or credit reporting. Please assist in ensuring compliance with North Carolina lending laws.	NC

Date receive	Issue	Consumer complaint narrative	State
2026-01-28	Struggling	Dear CFPB, I am submitting this complaint regarding payday loan (s) I have with the following companies : OppLoans XXXX I am experiencing the following issues : 1. I have been charged excessive or unclear interest and fees, and I am seeking a full accounting of my account (s). 2. I have attempted to resolve this directly with the lenders, but my requests for verification, clarification, and a fair resolution have not been adequately addressed. 3. I am concerned that the handling of my account (s) may violate federal and state consumer protection laws, including the Fair Debt Collection Practices Act (FDCPA) and applicable state lending laws. I request that the CFPB investigate these matters and assist in resolving my complaint. Specifically, I am asking for : A review of the account (s) to ensure all charges and practices comply with federal and state law. Guidance or enforcement action to stop any improper or excessive charges. Assistance in achieving a fair resolution of the outstanding balances. Enclosed/attached are copies of all correspondence I have sent to these companies, including letters requesting verification and account clarification. Thank you for your attention and assistance. I look forward to your prompt review and resolution. Sincerely, XXXX XXXX	NC
2026-04-01	Incorrect i	Account number XXXX I recently reviewed my credit report and noticed there was a 30 day delinquency payment reported for XX/XX/2025. I did not realize that that account became delinquent in XXXX. As a courtesy, I am requesting a goodwill adjustment for the late payment to be removed. I previously had another loan with your company which was paid off and had 100 % on TIME payments. Prior to the late payment in XX/XX/2025 I have had on-time payment history for this account. As a courtesy and as a loyal customer, I am requesting for the late payment delinquency to be deleted from the payment history. I spoke to E -Oscar customer service department and they confirmed that the creditor is allowed to make this adjustment.	NC

Date receive	Issue	Consumer complaint narrative	State
2025-11-20	Struggling	I am filing a complaint regarding a high-cost installment refinancing loan issued by XXXX XXXX XXXX and serviced by Opportunity Financial LLC XXXX OppLoans). I am a XXXX XXXX XXXX and signed the most recent refinancing agreement on XX/XX/year>, for {$3200.00} at an APR of 159.13 %. Of this financed amount, only {$400.00} was provided to me as new funds while {$2700.00} was used to refinance an existing OppLoans balance. This loan structure resets the interest cycle and prevents meaningful reduction of principal. Over the past XXXX months, I have paid OppLoans a total of {$10000.00}, yet I have received very little net benefit due to repeated refinancing cycles and high interest charges. On this current loan alone, I have paid {$1500.00} so far, yet the remaining amount owed is still thousands of dollars. The total scheduled repayment on this loan is {$5500.00}, meaning I will pay over {$3900.00} more to finish the obligation, despite receiving only {$400.00} in actual funds from this contract. I have repeatedly asked OppLoans to negotiate or settle this balance without defaulting and have been told that no settlement options are available unless the loan goes into collections. This appears to incentivize default rather than allow responsible repayment. I am attempting to resolve the loan proactively and believe consumers should have a viable path to settlement without damaging their credit. The cost of credit appears excessive relative to the funds disbursed and may represent predatory refinancing. This loan was marketed as a financial solution but functionally increased long-term debt cost and prevented payoff progress. The repeated refinancing structure, coupled with high APR and negative amortization risk, may violate consumer protection standards. The contract contains a mandatory arbitration clause governed by Utah law, which limits my ability to seek legal remedies as a XXXX XXXX XXXX I am requesting review into : Whether the loan terms and repeated refinancing constitute predatory lending Whether the cost structure and interest rate violate federal or state protections Whether OppLoans is complying with fair lending standards for bank-issued products Whether relief, refund of excess interest, or payoff reduction is appropriate I am attaching the full loan agreement and payment evidence. I request that OppLoans and XXXX XXXXXXXX XXXX be required to work toward a resolution that does not require default as a condition for negotiation.	ND

Date receive	Issue	Consumer complaint narrative	State
2026-03-23	Charged f	Product : Personal Loan Company : OppLoans (Opportunity Financial , LLC)/ XXXX XXXX Bank Complaint : I am filing a complaint regarding a high-interest installment loan that I believe violates XXXX XXXXXXXX lending laws. I received a {$1400.00} loan with an APR of 159.79 %. North Dakota law caps consumer loan interest rates at 36 % unless the lender is properly licensed. Opportunity Financial , LLC (OppLoans), which services and controls this loan, is not licensed in North Dakota. Although XXXX XXXX Bank is listed as the lender, OppLoans performs the primary functions of the loan, including servicing, payment processing, and customer interaction. This indicates a true lender structure designed to bypass state interest rate limits. I have paid a total of {$1600.00} toward this loan. However, only {$390.00} was applied to principal, while {$1200.00} was applied to interest. In at least XXXX instance, 100 % of my payment was applied to interest and {$0.00} to principal. Despite having paid more than the original loan amount, the company claims I still owe {$1500.00}. I formally dispute this balance. I believe the interest and finance charges are unlawful and that I have already satisfied the principal obligation. I am requesting : - A correction of the account balance to {$0.00} - The account to be marked as Paid in Full - Correction of any negative credit reporting I attempted to resolve this directly with OppLoans, but they refused without addressing the legal issues raised. This appears to be an attempt to collect unlawful interest in violation of North Dakota law and potentially federal consumer protection laws. Attachments : Loan agreement and payment history.	ND
2025-09-24	Problem w	OPPLOANS/XXXX is reporting a debt that does not belong to me. I have disputed this account with all three credit bureaus and requested validation from the furnisher, but they have failed to provide proof. This is a violation of the FCRA and FDCPA. I am requesting permanent deletion of this account from my credit file.	NE

Date receive	Issue	Consumer complaint narrative	State
2025-11-21	Incorrect i	Company : XXXXXXXX XXXX / Opportunity Financial (OppLoans) Account : {$3100.00} personal loan Bankruptcy Case : XXXX (XXXX XXXX, filed XX/XX/year>) Summary of the Issue : XXXX XXXX is reporting negative information to XXXX XXXX XXXX after my XXXX XXXX bankruptcy discharge. This is a direct violation of the federal discharge injunction under 11 U.S. C. 524 (a) (2). The account was fully included in my bankruptcy schedules, and XXXX did not appear at the creditor meeting. The debt was discharged. The creditor has now reported derogatory information after the discharge, causing my credit score to drop XXXX points, and again another XXXX points, totaling nearly XXXX points of verified credit damage. Timeline of Violations : XX/XX/year> : XXXX XXXX bankruptcy filed (Case XXXX). XX/XX/year> : XXXX received official bankruptcy notice. XX/XX/year> : Bankruptcy discharge entered. XX/XX/year> : XXXX reported a derogatory tradeline anyway. First Notice Sent : Creditor was warned in writing. Second Notice Sent : Creditor was warned again after failure to fix. Third Notice (Action Notice) Sent : Creditor was given 24 hours to correct the reporting and cease violations. XXXX XXXX XXXX Disputes Filed : Experian has verified the negative reporting even though the account is discharged. Credit Score Impact : A combined drop of nearly XXXX points within 48 hours. Damage/Injury : XXXX illegal reporting has caused : Immediate and measurable credit score reduction Harm to my ability to obtain housing, credit, or employment Emotional distress due to repeated violations Time, cost, and effort caused by needing to send three notices Ongoing reporting damage that continues daily Legal Basis : XXXX is violating the bankruptcy discharge injunction, which prohibits any act to collect, enforce, or recover a discharged debt. Post-discharge credit reporting is considered an unlawful attempt to coerce payment. Requested CFPB Action : I am requesting that the CFPB require XXXX to : 1. Immediately delete the negative tradeline from all credit bureaus. 2. Correct all reporting through XXXX XXXX XXXX. 3. Provide written confirmation of compliance. 4. Compensate me for damages caused by illegal post-discharge reporting. 5. Provide a full explanation of why they continued to report after receiving bankruptcy notice. XXXX has ignored multiple notices. They are fully aware of the bankruptcy. This is a willful discharge violation and has caused verifiable financial harm.	NE

Date receive	Issue	Consumer complaint narrative	State
2026-02-17T	Charged f	I am submitting this complaint regarding OppLoans issuance and servicing of a high-cost consumer loan that I believe violates Nebraska consumer protection and usury laws, as well as federal prohibitions against unfair, deceptive, and abusive acts or practices (UDAAP). OppLoans extended a loan to me in the principal amount of {$1300.00} with an annual percentage rate of XXXX %, resulting in an extreme and disproportionate cost of credit. This interest rate far exceeds what is permissible under Nebraska law for consumer lending and constitutes a predatory loan designed to extract excessive interest from borrowers. Although OppLoans may characterize this product as an installment loan or assert that it is not a payday loan, the structure and economic reality of the loan are materially similar to high-cost short-term credit that Nebraska law strictly regulates . Regulatory compliance is determined by the substance of the transaction, not the label applied by the lender. OppLoans has further claimed that contractual consent and electronic signature render the loan enforceable. However, consumer protection laws and usury statutes can not be waived by agreement, particularly where there is a significant disparity in bargaining power and where the loan pricing is inherently abusive. OppLoans also references a purported bank partnership to justify charging a XXXX % APR. I dispute that any such arrangement preempts state law where OppLoans functions as the true lender in practice, including controlling marketing, underwriting influence, servicing, and collections. Courts and regulators have repeatedly rejected rent-a-bank arrangements used to evade state interest rate caps. As a direct result of these practices, I have been subjected to excessive interest charges and ongoing financial harm far beyond the {$1300.00} originally borrowed. I attempted to resolve this matter directly by offering repayment of principal only with waiver of all interest and fees, which is a common and appropriate remedy where unlawful lending occurs. OppLoans refused to provide meaningful resolution. I respectfully request that the Consumer Financial Protection Bureau investigate OppLoans lending practices and require the following relief : Application of all payments already made toward principal only Waiver of all interest, fees, and charges Written confirmation that payment of any remaining principal satisfies the loan in full Correction of any negative credit reporting associated with this account OppLoans conduct constitutes unfair, deceptive, and abusive acts by issuing a loan at an exorbitant XXXX % APR, mischaracterizing the product to avoid regulatory oversight, and attempting to enforce unlawful interest through contractual technicalities. Thank you for your attention to this matter and for protecting consumers from predatory lending practices.	NE

Date receive	Issue	Consumer complaint narrative	State

Dear Opportunity Financial LLC / XXXX XXXX My name is XXXX XXXX, a federally protected consumer. I am formally disputing the accuracy, completeness, and legality of the below-referenced account reported by OppLoans/XXXX on my credit report. Under the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681i and 1681s-2, I request that you initiate an immediate reinvestigation of this tradeline.

Account Type : Unsecured Personal Loan/ installment Creditor : XXXXXXXX XXXX XXXX XXXX Date Opened : XX/XX/XXXX Amount Charged Off : {$1500.00} Current Balance : {$1500.00} Account Status : Charged Off, Closed Last Payment Date : XX/XX/XXXX Balance Last Updated : XX/XX/XXXX Status Last Updated : XX/XX/XXXX Terms : XXXX months Reported as Paid Off : 0 % Basis of the Dispute : XXXX. Inconsistent Status and Balance Updates : The account is marked '' Closed '' and '' Charged Off '', yet the balance was updated in XX/XX/XXXX, after the reported charge-off in XX/XX/XXXX, which is inconsistent.

If the account was closed and charged off, there should be no new past-due amounts accruing or balance updates almost a year later. This suggests possible re-aging or improper updating, in violation of FCRA 1681s-2 (a) (1) (A).

2. Missing Material Information : The monthly payment amount is missing, which violates the FCRA 's mandate under 1681e (b) that all information must be complete and accurate.

Reporting incomplete data can mislead future lenders and harm my credit profile, and has currently.

3. Re-aging of Debt : The account reflects a last payment date of XX/XX/XXXX, and a status update in XX/XX/XXXX, yet the balance is shown as past due again in XX/XX/XXXX. This implies the creditor is improperly re-aging the debt by making it appear more recent than it is a clear violation of federal credit reporting regulations.

This tactic is specifically discouraged by the Consumer Financial Protection Bureau (CFPB) and may violate provisions under the FCRA and FDCPA (Fair Debt Collection Practices Act).

4. Failure to Report Payment History Accurately : FCRA 1681s-2 (a) (1) (B) requires that furnishers correct and update information that
is incomplete or inaccurate. You are currently in violation of Federal Law.

Your company is reporting late payments and that this account is past due. This is a clear violation of 15 U.S Code 1666b, which states, A creditor may not treat a payment on a credit card account under an open end consumer credit plan as late payment for any purpose unless they sent the information in section 1637b, 21 days prior to the due date of payment. Please provide proof that your company provided such information to me. I request that you verify the accuracy of the debt.

Under the Fair Credit Reporting Act (FCRA), you are required to investigate and provide evidence that supports the validity of this account on my consumer report while respecting my right to privacy. This means that you need to delete the following account from my consumer credit report until you are able to verify this account belongs to me.

This account needs to be removed from my credit report entirely and permanently for the reporting of inaccurate

Date receive	Issue	Consumer complaint narrative	State
2025-10-13T	Struggling	I was given a loan that has an % 160 APR rate. The highest an APR is supposed to be in NJ is % 30. These predatory practices and installation payments are ruining my credit score.	NJ
2025-11-03T	Charged f	Residing in the state of New Jersey, did not know this was legal. Payday loans range in size from {$100.00} to {$1000.00}, depending on state legal maximums. The average loan term is about two weeks. Loans typically cost 400 % annual interest (APR) or more. The finance charge ranges from {$15.00} to {$30.00} to borrow {$100.00}. For two-week loans, these finance charges result in interest rates from 390 to 780 % APR. Shorter term loans have even higher APRs. Rates are higher in states that do not cap the maximum cost. These APR are OUTRAGEOUS!	NJ
2025-11-05T	Struggling	I am a New Jersey resident disputing a high-cost installment loan from Opportunity Financial , LLC (OppLoans). My {$4000.00} loan carries an APR of ~160 %, well above the 30 % criminal usury cap set by N.J.S.A. 2C:21-19. My balance has ballooned to more than {$7000.00} after job loss. Compounding this financial hardship, I am undergoing treatment for XXXX and have permanently lost about 30 % of my XXXX in my XXXX XXXX. This XXXX has significantly impacted my earning capacity and financial situation. Despite informing the lender of my medical and employment circumstances, I have not received meaningful assistance. I request that the Department investigate the loans legality under New Jerseys usury laws, examine whether a rent-a-bank scheme is being used to evade state caps, and order appropriate relief including voiding unlawful interest, recalculating the balance, and requiring accommodations for my medical hardship.	NJ
2025-11-10T	Incorrect i	I am a victim of identity theft on XX/XX/XXXX i sent this furnisher a complete identity theft package under FCRA 623 including my ftc identity theft report government id proof of address and a highlighted credit report showing the fraudulent account they are reporting This furnisher is in violation of FCRA 623 because they failed to delete the fraudulent account and continued to furnish inaccurate information to the credit report agencies they either ignored my request or verified the account without providing any proof that i opened or authorized it. under FCRA 623 furnishers must investigate and remove fraudulent information cease reporting to CRAS and notify each CRA to remove it	NJ

Date receive	Issue	Consumer complaint narrative	State
		I am filing this complaint against OppLoans / OppFi and XXXX XXXX XXXX regarding a high-cost installment loan made to me as a New Jersey resident . The loan was originated on or about XX/XX/year>. The loan amount was {$3000.00}. The documents and OppLoans correspondence reflect an APR of approximately 158.65 % and an agreed annual interest rate of 160.0 %. OppLoans has confirmed in writing that interest accrues daily, that the daily rate is calculated as 1/365 of the 160.0 % annual rate, and that payments are applied first to any charges or fees, then to accrued interest, and only then to principal. I dispute the legality, enforceability, and collectability of this loan, including the collection of interest, finance charges, and any amount beyond the net principal advanced. I am a New Jersey resident, and I believe this loans rate far exceeds New Jerseys usury limits. OppLoans and XXXX XXXX XXXX appear to be relying on a bank-partnership or rent-a-bank structure to impose a triple-digit interest loan on a New Jersey consumer while attempting to avoid New Jersey consumer-protection and usury laws . Although XXXX XXXX XXXX is listed as the lender, OppLoans / OppFi is the consumer-facing company, platform operator, servicer, payment processor, and collector communicating with me about repayment, payment scheduling, interest, disputes, and collection. I have repeatedly asked the company to explain the legal basis for collecting a 158.65 % APR / 160.0 % annual interest loan from a New Jersey resident, but the response has been a general assertion that XXXX XXXX XXXX is a Utah state-chartered FDIC-insured bank and that federal law preempts New Jersey law. I do not believe that response adequately addresses the substance of my dispute or the role of OppLoans / OppFi in this lending arrangement. I have attempted to resolve this directly with the company in writing. I requested a principal-only resolution, a complete payment history, a transaction ledger, a payoff breakdown separating principal, interest, finance charges, fees, and other charges, a detailed explanation of daily interest calculations, confirmation of how payments are applied, confirmation of the current owner/servicer of the loan, and confirmation of the legal basis for charging this rate to a New Jersey resident. I also requested confirmation of my arbitration opt-out, confirmation that automatic payment authorization was revoked, and confirmation that my second monthly payment date was changed from the XXXX to the XXXX. OppLoans refused to provide a principal-only resolution and continues to insist that the loan is lawful. I am not refusing to repay the money actually advanced. I am willing to repay the net principal balance in a fair and reasonable manner. However, I dispute the collection of triple-digit interest and charges that I believe are unlawful, unfair, abusive, and not enforceable against me as a New Jersey resident . There is also a servicing issue involving my repayment schedule. I requested that my second monthly payment date be moved from the XXXX to the XXXX because I can not pay on the XXXX but can pay on the XXXX. OppLoans eventually confirmed in writing that the payment schedule had been updated to reflect the XXXX, but the online portal did not clearly reflect the change. I am concerned that OppLoans may impose additional interest, late charges, adverse account status, or negative credit reporting because its own system failed to properly reflect the agreed payment-date change. I also revoked authorization for automatic payments. I do not authorize OppLoans, OppFi, XXXX XXXX XXXX, or any related servicer, processor, affiliate, or assignee to initiate automatic ACH withdrawals, recurring debits, or debit-card payments from my account without new written authorization.	

Date received	Issue	Consumer complaint narrative	State
2026-03-06T	Confusing	I recently reviewed my credit report and noticed several negative items that I believe may be inaccurate, outdated, or unverifiable. These items are affecting my ability to repair my credit and access fair financial opportunities. I have been attempting to improve my credit profile, but the information being reported does not appear to be fully accurate or properly verified. I am requesting assistance to ensure that the information being reported about me is accurate, properly verified, and compliant with federal consumer protection laws. Incorrect or unverifiable information should not remain on my credit report if it can not be validated.	NJ
2026-04-08T	Problem w	I am submitting this complaint regarding a loan serviced by OppLoans and originated by XXXX XXXX XXXX (XXXX). While OppLoans states that XXXX is the lender, all servicing, communication, and consumer interaction is handled by OppLoans, making this a concern involving both entities. I believe the structure and handling of this loan may involve unfair, deceptive, and potentially predatory lending practices. Specifically : XXXX. Excessive Interest and Cost of Borrowing The loan carries extremely high interest, resulting in a repayment amount that is significantly disproportionate to the original loan balance. Interest accrues rapidly, including daily accrual, which makes it difficult to make meaningful progress toward paying down the principal. XXXX. Lack of Reasonable Hardship or Settlement Options When I attempted to seek relief due to financial hardship, I was only offered limited temporary payment reductions (half payments for a short period), with no meaningful long-term solution such as a settlement, principal reduction, or structured hardship program. This creates a cycle where the balance continues to grow despite payments. XXXX. Refusal to Offer Payoff Flexibility The company does not provide reasonable options to resolve the debt, including settlement opportunities or reduced payoff options, which are commonly offered in the lending industry. XXXX. Potential XXXX XXXX Concerns OppLoans has stated that XXXX XXXX XXXX is the originating lender, but OppLoans appears to control the marketing, servicing, and overall loan experience. This raises concerns that the bank may be used to bypass state interest rate limits, including those applicable in New Jersey. I request that this arrangement be reviewed for compliance with federal and state consumer protection laws. XXXX. Unfair Loan Structure and Consumer Impact The structure of this loan places borrowers in a position where repayment becomes extremely difficult due to high interest and limited relief options. This creates financial harm rather than providing responsible lending support. The loan was marketed and serviced by OppLoans XXXX XXXX XXXX is listed as the originating lender I have already attempted to resolve this issue directly and through the XXXX XXXX XXXX, without a satisfactory resolution	NJ
2026-04-13T	Charged fe	I took out this loan I was making regular payments. When I got injured at work and was out of work for 8 weeks. In that time I missed 4 payments. And ever since then none of my payments have been applied to principal only interest. I don't believe that is fair. They are basically ripping me off for the last year.	NJ

Date receive	Issue	Consumer complaint narrative	State
2026-04-16T	False state	To Whom It May Concern, I am responding to your recent communication regarding the alleged debt referenced above. Under my rights provided by the Fair Debt Collection Practices Act, 15 U.S.C. 1692g, I am formally requesting validation of this alleged debt. I dispute this debt in its entirety and request that you provide proper documentation showing that I am legally obligated to pay it. Please provide the following : 1. The name and address of the original creditor 2. The full account number associated with the alleged debt 3. An itemized breakdown of the amount claimed, including principal, interest, fees, and any other charges 4. Copies of any contract, agreement, signature, or other documents showing I agreed to this debt 5. Proof that your company is legally authorized to collect this debt 6. Documentation showing the chain of assignment if this debt was sold or transferred 7. The date of the last payment made on this account 8. Proof that the debt is within the applicable statute of limitations Until you provide the requested validation, you must cease all collection activity, including phone calls, letters, credit reporting, and any legal threats regarding this matter. If this debt has already been reported to any credit bureau, please mark it as disputed. I also request that all future communication regarding this matter be made in writing only. Thank you for your prompt attention.	NV

Date receive	Issue	Consumer complaint narrative	State
2026-05-22T	Incorrect i	I am submitting this complaint regarding OPP Loans ' (Opportunity Financial , LLC) inaccurate furnishing of information to credit reporting agencies, in violation of the Fair Credit Reporting Act, 15 U.S.C. 1681s-2, and the Fair Debt Collection Practices Act, 15 U.S.C. 1692f. My XXXX credit report dated XX/XX/XXXX shows the following from OPP Loans : Account opened XX/XX/XXXX, charged off in XX/XX/XXXX, original balance {$2000.00}, current reported balance {$2800.00}, reported as " past due {$2800.00} as of XX/XX/XXXX. '' The reporting contains multiple accuracy problems that I dispute under 1681s-2 (a) and (b) : (1) Charge-off timeline. The account is reported as opened XX/XX/XXXX and charged off in XX/XX/XXXX approximately 90 days from origination. Federal regulatory guidance under the FFIEC Uniform Retail Credit Classification and Account Management Policy provides for charge-off of closed-end loans at 120 days past due. A 90-day charge-off from origination implies the account never received a single payment, which I dispute. I request the complete payment history showing every payment, fee assessment, and interest charge from origination forward. (2) Balance discrepancy. The original balance is {$2000.00} but the current reported balance is {$2800.00} an increase of {$810.00} (40.5 %) with no itemization on my credit report. Under 15 U.S.C. 1692f (1), only amounts " expressly authorized by the agreement creating the debt or permitted by law '' may be collected. I request a full itemization of the {$810.00} increase, with citation to specific contract provisions authorizing each fee or interest charge. (3) Past due reporting on charged-off account. The account is reported with a past due amount of {$2800.00} " as of XX/XX/XXXX, '' despite having been charged off in XX/XX/XXXX. Continuing to accrue or report " past due '' amounts on a charged-off account is inconsistent with XXXX XXXX reporting standards and creates inaccurate information in violation of 1681e (b) and 1681s-2 (a) (1) (A). (4) Original date of first delinquency. Under 15 U.S.C. 1681c (a) (4), the seven-year reporting period runs from the original date of first delinquency, not from the charge-off date. I request OPP Loans verify the XXXX as it is reporting to the credit bureaus. Desired resolution : OPP Loans must either (a) produce complete documentation substantiating the account history, the charge-off timing, the balance calculation, and the original date of first delinquency ; or (b) correct the inaccurate elements; or (c) delete the tradeline from XXXX, XXXX, and XXXX. Continuing to report unverified or inaccurate information after this complaint may constitute a willful FCRA violation under 1681n.	NV

Date receive	Issue	Consumer complaint narrative	State
2026-01-24T	Problem v	I am disputing a derogatory entry on my credit file that has created immediate and severe financial consequences. This negative mark has directly caused the rejection of a recent loan application and has resulted in my current creditors raising my interest rates, which has added substantial monthly costs to my budget. The ongoing presence of this disputed information is blocking my access to reasonable credit terms and is creating significant hardship for myself and my family. The financial strain and emotional stress caused by this negative reporting have been considerable, and I require immediate investigation and resolution to prevent further deterioration of my credit standing and financial opportunities.	NY
2025-11-25T	Struggling	I was given loans from several different online lenders that are all funded by the same institution and am now having trouble paying them back and feel these were a bit predatory. They automatically take the payments out of my bank account and there is no stopping them. Is this ethical and allowed in the state of Ohio? Opploans - (XXXX XXXX) {$4900.00} Balance {$340.00} XXXX XXXX - (XXXX XXXX) {$5900.00} Balance {$170.00} XXXX XXXX XXXX XXXX XXXX XXXX Bank) {$3300.00} Balance {$260.00} XXXX XXXX - (XXXX Bank) {$4600.00} Balance {$360.00} XXXX	OH
2025-12-30T	Problem v	Account was sent to a lawyer (XXXX XXXX, and filed with the XXXX XXXX XXXX in XXXX of XXXX. Payment plan was agreed upon that month in the attached file (Agreement). All payments were made accordingly to the agreement, and was paid in full (Paid in Full letter). On Opp Loans dashboard when I log into my account, it is still showing that I owe on the account, when the account has been paid in full.	OH
2026-04-20T	Attempts	I am writing to formally request debt validation for a collection account mentioned in a letter I recently received. Under my rights through the Fair Debt Collection Practices Act (FDCPA), I ask that your office provide clear proof that the debt is valid. This should include the name of the original creditor, the amount owed, a full payment record, and proof that I am responsible for this debt. I am making this request to ensure the information being reported is accurate and not the result of a mistake, fraud, or confusion. While waiting for proper validation, I ask that you pause all collection activity and reporting related to this account, as allowed by law.	OK
2025-11-19T	Attempts	I am writing to formally request validation of a collection account referenced in a recent letter I received. Under my rights granted by the Fair Debt Collection Practices Act (FDCPA), I am asking your office to provide proper documentation verifying that this debt is valid. This includes the name of the original creditor, the total amount owed, a complete payment history, and proof that I am legally responsible for the account. I am making this request to confirm that the information being reported is accurate and not the result of an error, misunderstanding, or fraudulent activity. Until full validation is provided, I request that all collection efforts and credit reporting related to this account be suspended, as permitted by law.	OK

Date receive	Issue	Consumer complaint narrative	State
2025-11-25T	Attempts	I am writing to formally request validation of a collection account referenced in a recent letter I received. Under my rights granted by the Fair Debt Collection Practices Act (FDCPA), I am asking your office to provide proper documentation verifying that this debt is valid. This includes the name of the original creditor, the total amount owed, a complete payment history, and proof that I am legally responsible for the account. I am making this request to confirm that the information being reported is accurate and not the result of an error, misunderstanding, or fraudulent activity. Until full validation is provided, I request that all collection efforts and credit reporting related to this account be suspended, as permitted by law.	OK
2026-01-18T	Written n	I have requested numerous times on this debt validation proof of signature and proof of ownership and never received any reply.	OK
2025-10-06T	Loan payn	Ive made XXXX payment of {$76.00} and none of which has been credited to my payoff account. The approved loan was for {$2200.00} with a finance charge of {$3600.00}. I have not missed XXXX payment. The total payments I have calculated if for every friday since XX/XX/XXXX of {$76.00} and will continue until XX/XX/XXXX which would add up to {$5800.00}.	OR

Date receive	Issue	Consumer complaint narrative	State
2025-12-26	Written n	I am disputing the accuracy of the OppLoans / XXXXXXXX XXXX account currently being reported on my credit report as charged off with a balance of approximately {$3100.00}. I previously disputed this account with XXXX. Although the account was verified, neither OppLoans nor XXXX XXXX has provided competent evidence sufficient to substantiate the accuracy of the balance being reported. Specifically, I have not been provided with : A complete itemized accounting showing how my payments were applied to principal, interest, and fees A reconciliation explaining how the charged-off balance was calculated Documentation demonstrating how the reported balance was determined following acceleration and charge-off Given the extraordinarily high cost of credit associated with this account and the material discrepancies in the balance reported over time, accurate payment application and transparent accounting are essential. Without a full accounting ledger and explanation of balance calculation, the accuracy of the reported balance can not be independently verified. Despite these unresolved issues, the account continues to be reported as charged off. Reporting information that can not be substantiated with competent evidence is inconsistent with the furnishers obligations under the Fair Credit Reporting Act to report only information that is complete and accurate. I am requesting that OppLoans and/or XXXXXXXX XXXX XXXX XXXX Provide full documentation substantiating the reported balance, including a complete payment history and balance reconciliation ; or Cease reporting this account to the credit bureaus. I am uploading written correspondence from OppLoans provided in response to my debt verification request. In this correspondence, OppLoans confirms that the account was charged off in XX/XX/year> and that OppLoans is no longer the owner of the account, stating that ownership has been transferred to a third party (XXXX XXXX). OppLoans further states that the balance information provided XXXX not be accurate or reflect recent payments. This admission reinforces that the balance currently being reported can not be verified with certainty, that ownership of the account is unclear, and that the furnisher lacks the documentation necessary to accurately substantiate the tradeline.	OR
2025-09-18	Incorrect i	Reported to my credit that the account is delinquent and close when I go on app, they say that my account is active and up-to-date. I would like this removed from my credit for reporting the wrong information. I feel like they are scamming customers.	PA
2025-09-22	Problem v	I was trying to pay off my loan and it kept on denying. I called the company multiple times to rectify it and they said they would call me back.its been a month and I still didn't get a resolution. This has added more interest on the loan I was trying to pay off ; about {$500.00} to be exact. No call back yet from this institution.	PA
2025-09-26	Getting th	I received an email from XXXX XXXX that said " congrats on getting some lender matches for your {$1000.00} loan request. Now is time for you to compair your options and pick the lender that's right for you '' I got all the way through the process just to have it be denied. Opploans was the company	PA

Date receive	Issue	Consumer complaint narrative	State
2025-10-06T	Struggling	Im trying to find out is it legal to charge 159 % of interest I borrowed XXXX XX/XX/year> making biweekly payments my balance is XXXX thats ridiculous I will never pay that off	PA
2025-12-24T	Received a	The name and address of company are XXXX loans. XXXX XXXXXXXX XXXX. XXXX. Va XXXX. They are stating that in XXXX, I took out a loan for XXXX via the internet. Ive asked and pleaded with these people to validate this. They told me they couldnt cause it was done over the internet. Ive had so many issues with my credit. Ive become overwhelmed by it all. I informed them that my XXXX was hacked. I provided all the evidence I could as to the phone being hacked. My credit numbers are horrible, I would never seek a loan, let alone one on internet. It looked like they charged a XXXX interest rate. Def predatory company. Its been months and Ive gotten nowhere. They finally closed the account. But still looks like bad debt, thats not mine. I want it removed.	PA
2025-09-01T	Incorrect i	In XX/XX/year>, I discovered that my identity was stolen. After a police investigation, it was determined that my former roommate had stolen my identity and opened numerous credit accounts in my name. He was arrested, charged and sentenced. I sent all relevant documents to the three credit bureaus and requested an immediate block of the information pending investigation. They refuse to block the information per the current law. The accounts to be blocked and investigated are XX/XX/XXXX OppFi/XX/XX/XXXXand XX/XX/XXXX	PA
2025-10-28T	Charged fo	My name is XXXX XXXX I am a Pennsylvania resident I took a line of credit out for {$2900.00} approximately 4 weeks ago to pay for an emergency car repair. When I took out the loan it was on the phone and that is how I signed my forms. I go on to my credit report and it states that the interest rate on a {$2900.00} loan is $ XXXX % APR which I believe is a legal in Pennsylvania. My payments are {$530.00} a month for 9 months. From what I understand this interest rate violates Pennsylvania 's loan interest and protection law maximum 6 % and the consumer discount company act maximum 24 % I am in requesting an investigation into uploads and any steps that I can take to stop illegal interest collection or recover overpayments thank you XXXX XXXX XXXX my email address is XXXX XXXX XXXX XXXX XXXX XXXX XXXX	PA

Date receive	Issue	Consumer complaint narrative	State
2025-11-14T	Charged f	I am a Pennsylvania resident who was issued a high-cost personal loan with a 159.56 % APR by OppLoansXXXX XXXX XXXX (XXXX) . Pennsylvania law caps interest on consumer loans under {$50000.00} at 6 %. I believe this loan violates Pennsylvania usury laws and was structured as a rent-a-bank scheme using a XXXX XXXX to evade state protections. I am requesting CFPB assistance to review the legality of this loan and to help me obtain relief from unlawful interest charges. I obtained a personal installment loan from XXXX XXXX XXXX (XXXX), a XXXX XXXX, which was marketed, serviced, and collected by Opportunity Financial LLC (OppLoans). I live in XXXX, Pennsylvania and the loan was clearly directed toward me as a Pennsylvania consumer. Loan Details (from my contract) Loan Number : XXXX Amount Financed : {$3000.00} Annual Percentage Rate : 159.56 % APR Total of Payments : {$7800.00} Effective Date : XX/XX/year> Borrower State : Pennsylvania Lender Listed : XXXX XXXX XXXX (XXXX) Servicer : OppLoans Document Source : Promissory Note and Disclosure Statement (uploaded) Why I believe the loan is illegal and predatory 1. Pennsylvania law (LIPL) caps interest rates at 6 % APR on consumer loans under {$50000.00}. Despite this, OppLoans/XXXX charged me 159.56 % APR, which is more than 25 times the legal limit. 2. The loan appears to use a rent-a-bank model, where OppLoansa non-bank high-cost lenderpartners with an out-of-state bank (XXXX, XXXX) solely to evade state interest-rate restrictions . All marketing, servicing, communication, payment processing, and collections come from OppLoans, not the XXXX XXXX. 3. The loan agreement attempts to impose Utah law despite the fact that I live in Pennsylvania and the loan was made for personal use in Pennsylvania. 4. This structure appears designed to evade Pennsylvanias strong consumer protection and usury laws, which the CFPB has already expressed concerns about in similar cases involving rent-a-bank models and high-cost installment lenders. Impact on me The payments are extremely high for a {$3000.00} loan. The interest charges are abusive and unaffordable. I believe the loan should never have been offered to a Pennsylvania consumer at this rate. The loan terms were misleading and presented as if they were lawful. This loan has created financial hardship and I am seeking regulatory intervention.	PA

Date receive	Issue	Consumer complaint narrative	State
2026-01-01T	Charged f	I am a Pennsylvania resident with an active installment loan carrying a 159.56 % APR issued by OppLoans using a bank-partner structure. Pennsylvania law prohibits payday and high-cost installment loans with triple-digit APRs. This loan appears illegal and unenforceable under Pennsylvania law. The loan is auto-debiting my bank and is being reported to credit bureaus despite including unlawful interest. I believe this is a rent-a-bank arrangement designed to evade state consumer protection laws. I have already paid {$280.00}. I request that all interest be voided, payments applied to principal only, negative credit reporting corrected, and all collection activity paused pending investigation.	PA
2026-01-06T	Charged f	I called to make a payment on XX/XX/year> since I knew my autopay payment would decline. I was hospitalized all that week and was unable to update my payment information in time so I called in to make a payment to ensure it wasnt late. The money was taken from my account but today I got an email that both the autopay and my payment were reversed and my account was past due. The first person I spoke with wouldnt help me at all. I called my bank and they confirmed it was not reversed. I called Opploans back immediately and spoke with someone else who did tell me that it was an error in their system. HOWEVER they would not reverse the additional interest accrued on my missed payment. These crooks are already illegally charging me over 150 % interest and then are no help and take even more money from me. They need to be investigated.	PA
2026-03-05T	Problem v	I have been unemployed and looking for work since last XXXX (XXXX). Prior to that I was struggling financially and requested hardship and settlement information from the company. They denied to offer me any settlement or hardship assistance at that time and told me my account needed to be charged off. I called again today, informing them of my hardship and asked for a one time settlement to close the account. They refused my offer and said they would not lower my settlement offer despite having already paid back the full amount borrowed. The company has predatory interest rates that take advantage of people in hardship, and then tell them their account needs to be charged off before they'll even offer any settlements. I borrowed {$1200.00} I have already paid back the full {$1200.00}. The settlement is all interest, which has left my balance remaining at {$890.00}. The APR is predatory at nearly 25 %. I offered {$250.00} (their lowest offer at {$330.00}) in which they declined and threatened with their legal team after I informed them Id be filing this complaint with the CFPB. I dont have any other documentation besides my screenshots as they neglected to send them to me per my request. I have also not been provided with my loan number as of this complaint. They have purposeful misleading interest rates, that are not listed in my web portal.	PA

Date receive	Issue	Consumer complaint narrative	State
2026-04-06T	Charged f	I am a Pennsylvania resident and obtained a {$5000.00} loan serviced by OppLoans (Opportunity Financial , LLC), originated by XXXX XXXX XXXX The loan carries an APR of approximately 158.36 %, with total payments exceeding {$13000.00}. This interest rate is far above what is permitted under Pennsylvania usury laws, which generally cap interest rates between approximately 6 % and 24 % depending on licensing. The lender is attempting to apply Utah law to this loan ; however, I reside in Pennsylvania, and the loan was marketed, serviced, and collected by OppLoans. I believe OppLoans is the true lender in substance, and this structure appears designed to evade Pennsylvania consumer protection laws through a rent-a-bank arrangement. This loan resembles a payday or high-cost installment loan, which is effectively prohibited in Pennsylvania. I am requesting that this loan be reviewed for compliance with Pennsylvania law and that any interest or charges in excess of legal limits be deemed unenforceable.	PA

Date receive	Issue	Consumer complaint narrative	State
		I am filing a complaint against XXXX XXXX XXXX XXXX Opportunity Financial , LLC (OppLoans) and their collection agency, XXXX, regarding a personal loan. Details : Loan originated : XX/XX/year> Loan amount : {$1700.00} Creditor : XXXX XXXX XXXX (serviced by OppLoans) Collection agency : XXXX Account ending in : XXXX Issues : XXXX. Usurious Interest Rate (XXXX % XXXX) : The loan agreement states an XXXX of approximately XXXX %, which is far in excess of XXXX XXXX statutory maximum of XXXX % XXXX (XXXX XXXX XXXX XXXXXXXX). Under XXXX XXXX law, such loans are void and unenforceable. 2. Incorrect Payment Records : My account summary from the collector claims I paid {$0.00}, but I made multiple payments through XX/XX/year>. They have not properly credited my payments. 3. Failure to Provide Verification : I requested verification of the debt as permitted under the Fair Debt Collection Practices Act (FDCPA). Instead of providing documentation (signed loan agreement, itemized payment history, balance calculation), the collector merely directed me to log in to a portal, which does not satisfy verification requirements. 4. Continued Collection Without Validation : Despite not providing proper documentation, the collection agency has continued attempting to collect, which violates the FDCPA. Requested Resolution : Stop all collection activity until the debt is properly verified. Correct the payment records to reflect amounts I actually paid. Investigate the usurious interest rate and determine whether this loan is enforceable under Rhode Island law. Require the lender and collection agency to cease unlawful practices and provide restitution if applicable. Attachments (if allowed by CFPB system) : Promissory Note showing XXXX % APR. Account history screenshot showing {$0.00} paid. Thank you for your assistance in resolving this matter.	
2025-08-23	Written n	XXXX XXXX	RI

Date receive	Issue	Consumer complaint narrative	State
2025-07-30T	Charged f	Company : Lender : XXXX XXXX XXXX : Opportunity Financial , LLC (OppLoans) Loan Amount : {$2900.00} Loan Date : XX/XX/2025 Loan Account Number : [Insert full or partial number if submitting privately] Complaint Summary : I am a resident of Rhode Island and am disputing the legality and enforceability of a high-interest installment loan issued by XXXX XXXX and XXXX by OppLoans. The loan issued on XX/XX/2025 was for {$2900.00} and carries an APR that exceeds 100 %, far above XXXX XXXX legal limit of 21 % under XXXX XXXX Laws XXXX. XXXX and OppLoans operate using a rent-a-bank scheme designed to evade state interest rate caps. As a Rhode Island consumer, I am protected by my states usury laws. This loan would be unlawful and unenforceable if issued directly by a non-bank lender. I requested that OppLoans cease collection, void the loan, and remove XXXX XXXX XXXX based on this violation. They refused, citing XXXX XXXX XXXX and claiming compliance with all pertinent statutes. I am requesting the CFPB to investigate OppLoans and XXXX XXXX use of rent-a-bank lending models to issue usurious loans to Rhode Island XXXX	RI
2026-01-30T	Struggling	I have an installment loan with OppLoans. I requested assistance due to financial hardship and was offered limited options that I felt pressured to accept to avoid escalation. I made a payment to prevent further issues, but I believe the terms and representations around hardship assistance and repayment options were unclear and unfair. I am requesting review of the lenders practices and how hardship options are communicated.	RI
2026-02-16T	Written n	XXXX XXXX XXXX XXXX XXXX XXXX XXXX sc XXXX XX/XX/year> XXXX Dispute of Inaccurate and Unlawful Credit Reporting I am disputing the XXXX OPPLNS account currently appearing on my consumer report. This account has been reported without proper consumer validation in violation of 12 CFR 1006.34 (b) (5) and without allowing a lawful dispute period under 12 CFR 1006.34 (c) (4) (i). The reporting of this account constitutes misleading representation and deceptive means under 15 USC 1692e. Under the Fair Credit Reporting Act 15 USC 1681, all reported information must be accurate, verifiable, and lawful. This account does not meet those requirements and must be deleted if verification can not be produced.	SC
2025-09-23T	Incorrect i	Opp loans and XXXX XXXX is reporting on my credit report I turn XXXX in XXXX. This could be my father information Im a junior. I would like this information removed	SC

Date receive	Issue	Consumer complaint narrative	State
2025-07-28	Attempts	I requested debt validation under the Fair Debt Collection Practices Act (FDCPA 1692g), asking the company to prove this debt is mine and provide full documentation. They failed to provide a signed contract, itemized charges, or proof of ownership or collection rights. Despite this, they are still reporting the account to XXXX XXXX XXXX XXXX violating both the FDCPA and FCRA (15 U.S.C. 1681s-2 (b)). Simply verifying through internal systems or phone calls does not count as a reasonable investigation, as outlined in XXXXXXXX XXXX XXXX This is causing damage to my credit and violates my consumer rights.	TN
2025-09-12	Attempts	Dear CFPB Representative, I am submitting this complaint regarding several paid and closed accounts that continue to appear on my credit reports with the nationwide consumer reporting agencies (XXXX, XXXX, and XXXX). These accounts are marked as paid and closed, yet they continue to remain on my credit file in a manner that negatively affects my creditworthiness. Under the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681c, consumer reporting agencies are required to ensure that all reported information is accurate, fair, and does not mislead or cause undue harm. Because these accounts are fully satisfied and no longer active, I believe their continued reporting is unfairly punitive and does not reflect my current financial responsibility. At minimum, the information should be reviewed for accuracy, and if it can not be verified as correct, it must be deleted in accordance with FCRA guidelines. I am requesting that the CFPB investigate this matter and require the credit reporting agencies and furnishers to : 1. Review the reporting of the paid, closed accounts on my credit file. 2. Delete the accounts from my report if they can not be verified as accurate, relevant, and necessary under the FCRA. 3. Provide me with confirmation of the actions taken. I have attached supporting documents, including my credit reports and proof that these accounts are fully paid. Thank you for your attention to this matter and for helping ensure my credit history is reported accurately and fairly.	TN
2025-08-05	Incorrect	I am filing a new complaint concerning multiple legal violations by XXXX Bank and its partner OppFi. This is a new issue based on recent and ongoing harm and newly discovered violations. XXXX is reporting an account on my credit report that remains unvalidated. They failed to provide a signed contract or itemized breakdown of the alleged debt. I have disputed this account directly and through the CFPB, and they continue to furnish inaccurate information, in violation of FCRA 1681s-2 (b). In addition, they initiated unauthorized electronic fund transfers from my account in violation of EFTA 1693e, and imposed a 159 % APR that is predatory and unconscionable. They passed this account to third-party XXXX like XXXX and XXXX, but none have provided proper validation per FDCPA 1692g (b). Despite repeated disputes, no party has produced a valid, signed agreement or any proof of lawful collection rights. Their response through the CFPB portal was vague and non-substantive, and failed to address the specific legal deficiencies. This complaint is not a duplicate. It addresses new claims, new evidence, and multiple violations across federal consumer protection laws.	TN

Date receive	Issue	Consumer complaint narrative	State
2025-08-14	Incorrect	Complaint Summary This complaint is regarding OppLoans (Opportunity Financial , LLC) and their continued reporting of inaccurate and unverified information to XXXX XXXX and XXXX despite multiple certified disputes and debt validation requests under the Fair Debt Collection Practices Act (FDCPA) and the Fair Credit Reporting Act (FCRA). Timeline of Events XX/XX/year> Sent certified Debt Validation Request to OppLoans for account # XXXX. Requested the original signed contract, complete payment history, proof of ownership, chain of assignment, balance calculation breakdown, charge-off date, and confirmation of statute of limitations compliance. XX/XX/year> Sent certified Direct Dispute citing multiple inaccuracies across my credit reports, including inconsistent open dates, re-aging, status conflicts, balance discrepancies, and differing account numbers. OppLoans Response # 1 Provided only a basic price breakdown by email and attempted to redirect me to a third-party company (XXXX), even though the tradeline is reported under OppLoans. My Response # 1 Restated my dispute and validation demands, citing FDCPA and FCRA requirements. OppLoans Response # 2 Again provided only a basic price breakdown and no legal documentation. My Response # 2 Again restated my demands. No additional documentation has been provided to date. Inaccuracies Identified Conflicting Date Opened and Date of First Delinquency between credit bureaus. Apparent re-aging to make the account appear newer. Balance discrepancies between reports. Different creditor names and addresses (OppLoans, Opportunity Financial, XXXXXXXX XXXX XXXX. Account simultaneously marked as Closed and Charged Off. Continuous charge-off notations for years inflating derogatory impact. Different account number formats across reports. Violations 1. FDCPA 809 (b) Failure to provide full validation upon request. 2. FDCPA 807 (8) Continued reporting without verification. 3. FCRA 623 (a) (1) Furnishing inaccurate information. 4. FCRA 623 (a) (5) Illegal re-aging of the account. 5. FCRA 611 (a) (2) Failure to forward dispute details to the furnisher. Impact This account is unverifiable, contains clear reporting errors, and OppLoans has refused to provide legally required documentation. The ongoing inaccurate reporting is severely damaging my credit and preventing me from obtaining credit and financial services.	TN

Date receive	Issue	Consumer complaint narrative	State
2025-10-23T	Attempts	I am formally disputing the validity of the alleged collection and charge-off account being reported under my name. This letter serves as a request for full debt validation pursuant to the Fair Debt Collection Practices Act (FDCPA) 15 U.S.C. 1692g (b) and the Fair Credit Reporting Act (FCRA) 15 U.S.C. 1681i. I do not acknowledge this debt as valid. Before any further reporting, collection activity, or communication regarding this account continues, I am requesting that you provide the following : Verification of the debt, including the original signed contract or agreement bearing my signature. The complete payment history and itemized breakdown showing how the alleged balance was calculated. Proof of your legal authority to collect or report this debt, including a copy of any assignment or purchase agreement from the original creditor. The name, address, and contact information of the original creditor for proper verification.	TN

Date receive	Issue	Consumer complaint narrative	State
		I am submitting this complaint regarding Opportunity Financial , LLC (OppLoans) and its repeated refinancing, servicing, and reporting of high-cost installment loans originated through its bank-partner structure. Overview and XXXX XXXX XXXX XXXX a period of several years, OppLoans repeatedly refinanced the same underlying debt rather than extending new credit. Although I never borrowed more than approximately {$2300.00} at any XXXX time, I was cycled through XXXX refinanced loans issued and serviced by the same company. As a result, I paid approximately {$19000.00} in regular payments toward this single underlying obligation. OppLoans has confirmed in writing that these loans were refinanced through its platform and that balances from prior loans were repeatedly rolled into new loans. This refinancing structure kept my balance persistently elevated and generated excessive interest and fees disproportionate to the principal actually received. Excessive Payments and Restitution Request Based on my records and OppLoans own disclosures, I paid approximately {$17000.00} in excess of the maximum principal ever outstanding. These payments were largely applied to interest and fees rather than principal reduction. I am requesting : Restitution of excess interest and fees paid above lawful principal, totaling approximately {$17000.00}, or, in the alternative, Restitution of all interest paid above a reasonable consumer lending benchmark (e.gXXXX XXXX XXXX XXXX XXXX Failure of Clear Disclosure (TILA Concerns) OppLoans monthly statements and communications failed to clearly disclose : The true effective APR applied across refinances Total interest paid over time How fees differ from or function as interest OppLoans response relies on the existence of signed agreements but does not address whether disclosures were clear, meaningful, and compliant with the Truth in Lending Act (TILA), particularly in the context of repeated refinances that materially altered the cost of credit. Credit and Financial Harm Due to OppLoans repeated refinancing of the same debt : My debt-to-income ratio remained artificially elevated for years My credit utilization and installment balances remained persistently high I was prevented from qualifying for lower-cost credit alternatives This caused measurable financial and credit harm. I am requesting monetary compensation for credit and financial damage, estimated at {$4000.00} {$10000.00}, consistent with CFPB cons umer remediation standards. Account Reconciliation and Balance Resolution Because the principal has been repaid multiple times over through refinancing under the same lender relationship, any remaining balance should be forgiven or reduced to {$0.00} following a proper accounting. OppLoans continues to assert a remaining balance despite the excessive repayment and unresolved disclosure issues. I dispute the legality and accuracy of this balance. Credit Reporting Correction and Deletion OppLoans has reported multiple tradelines corresponding to these refinanced loans. I request the following corrective action : Deletion of XXXX of the XXXX OppLoans XXXX profiles from all consumer reporting agencies, as they represent refinanced iterations of the same underlying obligation rather than separate extensions of new credit The remaining account should be reported as : Paid in Full / Closed Consumer Paid as Agreed with no late payments, charge-offs, or derogatory remarks Payment Status and Dispute Acknowledgment I have stopped payments going forward due to the ongoing dispute and potential consumer protection violations. OppLoans has acknowledged receipt of my communications regarding payment cessation on XXXX separate occasions, confirming awareness that the account is disputed.	

Date receive	Issue	Consumer complaint narrative	State
2026-02-24	Attempts	Account Type : Unsecured Loan Status : Charge-off / Collection Reported Past Due : {$1400.00} Based on : TransUnion report XXXX XX/XX/year> What happened : On or about XX/XX/year>, I reviewed my XXXX credit report and discovered that OPPITY FIN is reporting this account as a charge-off and collection with a past-due balance of {$1400.00}. This reporting is inaccurate, misleading, and does not reflect the true account history. Payments were made that were not properly credited, fees were improperly assessed, and accurate monthly statements were not consistently provided. As a result, the reported balance and charge-off status are incorrect. Despite attempts to resolve this matter, OPPITY FIN failed to properly investigate and correct the inaccurate reporting. This continued reporting of false and misleading information is materially harming my credit profile. This conduct violates the Fair Credit Reporting Act (15 U.S.C. 1681) for inaccurate reporting and failure to conduct a reasonable reinvestigation, as well as applicable consumer protection and fair lending laws. I am requesting a full investigation and immediate correction or deletion of this inaccurate tradeline.	TN
2026-03-03	Written n	I have never got a 1099 when company sold off debt which is illegal.	TN
2025-07-22	Incorrect i	This company is violating my rights they have not provided validation information under 12 CFR 1006.34 (b) (5) yet they have placed a collection on my consumer report recently. I have no knowledge or recollection of this account.	TX
2025-08-18	Problem w	I filed this complaint because opp loans] had a system outage that prevented me from making my payment on time. I attempted to pay, but their system was unavailable, and I documented this issue. The company has failed to respond to my complaint through the CFPB system within the required time frame.	TX

Date receive	Issue	Consumer complaint narrative	State
2025-10-01	False state	XXXXXXXX XXXX XXXX XXXX XXXX TX XXXXXXXX XXXXXX/XX/year> OPP Loans XXXX XXXX XXXX XXXX XXXX XXXX XXXX, IL XXXX Amount Claimed Owed : {$1900.00} Dear Sir / Madam : I am writing regarding the above-referenced account. I request that you validate and verify this debt as provided under federal law (15 U.S.C. 1692g and Regulation F / 12 C.F.R. 1006.34). Please provide me, in writing, with the following : Proof that I am legally obligated to pay this debt (such as a contract, agreement, or assignment). The name and address of the original creditor. An itemization of the debt showing the balance, principal, interest, fees, payments, credits, and charges, from the itemization date through today. The date the debt was incurred/ the last transaction date and charge-off date (or whichever itemization date you are using). The account number (or partial number) associated with this debt. Verification that your agency is legally authorized to collect on this debt in my state, including your license number (if applicable). Copies of documentation showing that you own or have a right to collect the debt (for example, assignment papers). Any judgment, if applicable, and date of judgment. Evidence of your chain of custody of the debt (i.e. how the debt was transferred or sold). While you provide this information, you must cease all collection efforts on this account (including calls, letters, reporting to credit bureaus or legal action) until you have provided sufficient verification. If you can not verify this debt, you must delete or discontinue attempts to collect it, and notify any credit reporting agency to which you reported this debt that it is invalid/ inaccurate. Also please send me a written statement confirming that you have ceased collection efforts until you provide proper verification, and that you will not report this debt to any consumer reporting agency until verification is completed. Please respond within 30 days from receipt of this letter. Thank you for your prompt attention to this matter. Sincerely, XXXX XXXX	TX

Date receive	Issue	Consumer complaint narrative	State
2025-08-09T	Incorrect i	XXXX {$710.00} showing charged off but I never received 1099C formXXXX {$2500.00} account is showing charged off but I never received a 1099C from the company and the company is still trying to collect although they charged off the debt. XXXX {$2100.00} showing charged off on my credit report but I never received 1099C form from the creditors.	TX
2025-08-01T	False state	Subject : Request for Debt Validation Under FDCPA (15 U.S.C. 1692g) To Whom It May Concern, I am writing in response to your communication dated [Date of Letter/Notice], regarding a debt you claim I owe. Pursuant to the Fair Debt Collection Practices Act (FDCPA) (15 U.S.C. 1692g), I formally request validation of this debt. Please provide the following information : The name and address of the original creditor. A detailed breakdown of the debt, including the principal amount, interest, fees, and any other charges. A copy of the signed agreement or contract establishing the debt. Verification that your company is legally authorized to collect this debt in my state. Proof that the statute of limitations for collecting this debt has not expired. Until you provide proper validation, I dispute this debt and demand that you : Cease all collection efforts, including calls and letters. Do not report this debt to any credit bureau. If any portion of this debt has been paid, settled, or discharged, please provide documentation confirming this adjustment. This is not a refusal to pay but a lawful request for validation under the FDCPA. If you fail to respond within 30 days of receiving this letter, I will consider the debt invalid and expect all collection activities to stop immediately. Sincerely, XXXX XXXX	TX

Date receive	Issue	Consumer complaint narrative	State
2025-08-15T	Problem v	I am submitting this complaint regarding an installment loan with OppLoans (Opportunity Financial , LLC). I previously repaid this loan and had no further contact until OppLoans resumed outreach in XXXX XXXX years after my last payment in XX/XX/XXXX. This timing exceeds the four-year statute of limitations for debt collection in XXXX. On XX/XX/XXXX, I sent a formal cease communication and dispute letter to OppLoans listed XXXX address via XXXX XXXX Mail. That letter was never accepted and was ultimately returned. As a result, I sent follow-up dispute letters on XX/XX/XXXX, XXXX to the same XXXX address and XXXX to a servicing location in XXXX, XXXX. Despite my original request, OppLoans continued to contact me by both phone and email after receiving my initial letter, in what I believe was a violation of the FDCPA. Contact only stopped after receipt of my XXXX letters. I am filing this complaint to ensure : No future credit reporting to any major CRA or alternative data providers (such as XXXX XXXX, XXXX, or XXXX) ; No sale or reassignment of this time-barred debt to a third-party collector ; No additional billing attempts or contact in violation of my written notices and consumer rights. I respectfully ask that this complaint be noted and retained in case of any future violations by OppLoans or its successors.	TX
2025-11-03T	Incorrect i	I am requesting the description of reinvestigation procedure according to 15 USC 1681i (7) states if requested by consumer, this must be provided within 15 days in order to be in compliance with FCRA guideline and remove account from my credit report for failing to furnish validation of debt with required requested documentation	TX
2026-01-23T	False state	XXXX Bank (OppLoans) is reporting inaccurate and misleading information regarding account # XXXX. The original high balance was {$1100.00}, yet they are reporting a current past-due balance of {$1400.00}. This inflated amount is unverified and includes unauthorized fees or interest added after the account was charged off. Furthermore, the company is 'refreshing ' the charge-off status monthly to artificially suppress my credit score, which creates a misleading representation of the account 's age and history. Under the FCRA, I demand this inaccurate and non-verifiable tradeline be deleted from all credit bureaus immediately.	TX

Date receive	Issue	Consumer complaint narrative	State
		I am filing this complaint to report an inaccurate, invalid, and unauthorized account appearing on my credit report under XXXX specifically the account listed as XXXX. I want to state clearly and without any ambiguity that I DO NOT own this account, I never opened it, I never authorized it, and I never entered into any agreement, contract, or financial relationship with XXXX/OPPLNS or any associated lender, servicer, collector, or third-party entity. The XXXXOPPLNS account reported on my credit file shows as a collection/charge-off, with derogatory marks, late payments, and a past-due balance. None of these entries are accurate because the account does not belong to me. I have never seen, signed, or received any documentation associated with an account under XXXX/OPPLNS. The appearance of this account on my credit report reflects a severe and harmful inaccuracy, whether due to identity theft, file merging, creditor error, improper data reporting, or an automated matching mistake by the credit bureaus. Below is a detailed account of what happened, the steps I took, the failure of the furnishers and CRAs to properly verify the information, and why I am asking the Consumer Financial Protection Bureau to intervene. 1. I Do NOT Own This XXXX/OPPLNS Account First and foremost, I have never : Applied for any loan with XXXX/OPPLNS Signed an agreement or promissory note with them Entered into any credit relationship with this company Received communications, bills, statements, or disclosures Approved, authorized, or requested any transaction related to this account Used any funds allegedly borrowed through this account There is no legitimate connection between me and this account. I do not recognize the company, the loan type, the account structure, or any part of the information furnished. Because I have never conducted business with XXXX/OPPLNS, the account is factually incorrect, falsely attributed to me, and unlawfully harming my credit profile. 2. The Account Appears to Be the Result of Furnisher Error, Identity Theft, or File Mixing Since I never opened this account, the reporting must be the result of one or more of the following : A. Identity Theft or Fraudulent Use of My Information Someone may have used my identity without my knowledge or consent. However, XXXX/OPPLNS has not provided ANY documentation showing : How they verified identity at account opening What documents were used to confirm identity Whether they checked identification at all Whether they conducted proper fraud screening They have not shown ANY connection to me. B. File Mixing or Merged Profile Errors Credit bureaus sometimes incorrectly merge consumer credit files when individuals share similar names, birth years, addresses, or other identifiers. XXXX/OPPLNS may have furnished data that the bureaus incorrectly attached to my profile. C. Furnisher Reporting Error XXXXOPPLNS may have misreported the account to the wrong consumer file. Lack of proper data matching and verification frequently causes this type of error. D. Incorrect or Outdated Data from Third Parties If XXXX/OPPLNS sold, transferred, or assigned this account to another entity or data aggregator, bad information could have been passed from system to system without verification. Regardless of the cause, the core fact is the same : The XXXX/OPPLNS account XXXX is NOT mine.	

Date receive	Issue	Consumer complaint narrative	State
2026-01-02T	Attempts	This letter constitutes a formal request for validation and correction pursuant to Texas Finance Code 392.202 and 392.307, and for reinvestigation under Texas Business & Commerce Code 20.06.	TX
2026-01-22T	Getting a	I applied for a loan with OppLoans and was denied. After the denial, I requested that my account and personal information be deleted because I am concerned about my privacy and how my information is being used. OppLoans refused and stated they must keep my account open for seven years. This has made me feel uncomfortable and concerned about the safety of my personal information. I provided sensitive information such as my name, address, income details, and possibly my Social Security information, and I do not feel confident that my data is being properly protected. I am worried that my information could be misused, shared, or exposed without my consent. I have asked them to close my account and stop using my information, but I feel my request is not being respected. I am requesting that OppLoans : Formally close my account Stop using my personal information for marketing or internal profiling Confirm whether my data has been shared with any third parties Provide written confirmation of what data they are retaining and why I believe consumers should have stronger control over their personal information, especially after being denied service.	TX
2026-02-12T	Attempts	I contacted OppLoans (XXXX) to resolve an outstanding debt and was transferred to XXXX, a third-party collection agency. During that call, XXXX explicitly stated that once the balance was paid, the account would be deleted from my credit report (a pay-for-delete agreement). Based on this representation, I paid the debt in full. After payment, OppLoans informed me that XXXX did not have authorization to report to the credit bureaus because they did not own the account. OppLoans then refused to delete the tradeline from my credit report, despite the fact that the debt was collected under the representation that it would be removed. This situation is deeply concerning. The account was placed for collection and collected under false or misleading pretenses, which appears to violate the Fair Debt Collection Practices Act (FDCPA). I relied on the collectors statement that payment would result in deletion, and I would not have paid under those terms otherwise. Additionally, I requested copies of the recorded phone calls from both XXXX and OppLoans to verify the representations made to me. Both companies refused to provide the recordings. I am requesting that this account be deleted from all credit bureaus immediately, as the debt was collected under a pay-for-delete representation and in misleading circumstances.	TX

Date receive	Issue	Consumer complaint narrative	State
2026-03-04T	Problem v	I am filing a complaint regarding the account OPPLOANS/XXXX (Account # XXXX), opened XX/XX/XXXX. This account is being reported as charged off with {$1800.00} written off and still showing a balance of {$1800.00} past due as of XX/XX/XXXX. If this debt was truly written off and charged off in XXXX (status updated XX/XX/XXXX), I should have received a Form 1099-C (Cancellation of Debt) for the {$1800.00} allegedly written off. I have never received a 1099-C, nor has any cancellation of debt income been reported to me. Additionally, the account continues to report a past due balance years after being charged off, which appears inconsistent and misleading. If the debt was written off, the balance should not continue to be reported as currently past due. If the debt was not canceled, then it should not be described as written off. I am requesting the following : Written verification of the current legal status of this debt. Confirmation whether a 1099-C was issued and, if so, proof of filing. Correction of inaccurate reporting, including removal of any misleading written off language if no cancellation occurred. Immediate correction or deletion of this account if it can not be properly validated and accurately reported. This inaccurate and potentially misleading reporting is causing harm to my credit profile and my ability to obtain housing. I expect a full investigation and written response.	TX
2026-03-27T	Charged f	I took out a personal loan on XX/XX/year>. The loan was for {$3000.00}. I discovered that the rate was 159.33 % on loan number XXXX. I reside in TX and the maximum rate is 12 % At the end of the loan, I would have paid {$5300.00}. This is not an installment loan. It is a payday loan. The company asks you when you get paid and then your payment due dates are set around that unless you request a different date. I am deeply concerned that I have been subjected to predatory lending practices. I am requesting that the CFPB investigates the actions of this lender as this payday loan should be void. I am also seeking relief from further collection activity related to this loan.	TX
2026-03-16T	Incorrect i	I am disputing the accuracy of an account being reported on my credit report. I have not received documentation validating the balance, payment history, or proof that the reporting entity has the legal right to report this debt. Under the Fair Credit Reporting Act, I am requesting verification of this account. If the account can not be properly validated, I request that it be removed from my credit report.	TX

Date receive	Issue	Consumer complaint narrative	State
2026-04-22T	Incorrect i	I am submitting this complaint regarding an installment loan account that is being reported on my credit report with inaccurate and/or unverified information. I previously disputed this account with the credit reporting agencies and requested proper verification. However, the account continues to be reported without sufficient proof of accuracy or complete validation. I believe the information being reported is incorrect and can not be fully verified as required under the Fair Credit Reporting Act. I am requesting a full reinvestigation of this account, including all underlying documentation used to report it. If the company can not provide complete and verifiable documentation confirming the accuracy of this account, I am requesting that it be corrected or removed from all credit reporting agencies.	TX
2025-10-02T	Incorrect i	In XXXX I learned about an unpaid balance and immediately settled the amount with a collection agency. That collection agency was supposed to notify the original creditor that amount was paid and to close the account then update my credit file. The original creditor re opened the account and has been marking it as delinquent for most of this year after credit bureau disputes. A balance of {$1700.00} and late payments all year long. This was paid and settled in XXXX of last year. Needless to say they have been wreaking irreversible damage to my credit file all year long. I have sent numerous emails to them and copied the collection agency. I have disputed several times with the credit bureau 's (XXXX is the worst). I have called and complained. I dont know what else to do besides file a lawsuit.	UT
2025-11-04T	Didn't pro	On XX/XX/XXXX I settled a debt with Opploans for the amount of {$420.00} with the condition of an paid in full letter to be issued to me about this matter the representative agreed on those terms assuring that it will be provided after the payment would have cleared a week 's time past and I called to follow up to my surprise they have disregarded our agreement and would not provide me with the paid in full letter. They are denying me with copy of the recording of the phone call stating the agreement before the payment and after. I have een trying to fix this problem since XXXX I have even sent them a police report of fraud identity theft that got disregarded by Opploans and XXXX XXXX XXXXXXXX.	UT

Date received	Issue	Consumer complaint narrative	State
2026-04-28T	Improper	I called to inquire about the wrong reporting of a pay day loan that was not mine. I asked for signed documents, payment history, and authorization to sell my information to third parties. I was told that that information can not be sent via mail, or email. This debt is not mine. They have not provided me with any supporting documentation. The account lays in a charge off status. It should not be continuously reported if the account is been in that status for more than 10 months.	VA
2025-08-12T	Attempts	Dear XXXX/OPPLoans, I am writing in regard to a collection account placed on my credit. I am for certain that I do not owe you any money. Therefore, I am requesting the following : -Provide the purchase agreement to show full ownership of such an account - Tell me what this money that you say I owe is for ; - Show me how you calculated what you say I owe ; -Copies of any papers that show I agreed to pay what you say I owe ; - Show me that you are licensed in my state, and give me your licensing number ; - Stop contacting me about this or any other matter you have, except to provide me with proof that I owe what you say I owe. I demand that you also send a copy of this dispute to the company that you say I owe money to so that do not report this on my credit report. I further demand that since you have reported me to a credit reporting company, you tell them that I do not agree with this debt.	VA
2025-07-26T	Problem v	XXXX and opportunity financial has been falsely reporting me to credit beuroughs for an account that fraudulently opened. I am a victim of identity theft and have proven this with a police report several times. I have asked money lion to provide any proof with signatures or anything stating I agreed to the account. They still will not remove the account or respond to my request.	VA
2025-09-29T	Incorrect i	The company on my credit report is opp loans for the amount of {$2000.00} dollars of which I didn't apply nor did I receive the funds now it is showing on my credit report as not paid and late and it doesn't belong to me!!	VA
2025-11-29T	Incorrect i	OppLoans is reporting conflicting and inconsistent information about my loan on my credit reports. The account is listed as closed on XX/XX/XXXX, but also shows last payment on XX/XX/XXXX, when I completed a settlement agreement. A closed date in XXXX can not align with a final settlement in XXXX without updated reporting. In addition, the payment-history calendar on my credit report ends in XXXX, while the account remained delinquent through XXXX and XXXX and was not settled until XXXX. The account is also shown with multiple contradictory statuses at the same time closed, charge-off, in collections, settled for less, and paid profit and loss. These inconsistencies violate the FCRAs requirement that all information be accurate, complete, and consistent. I am requesting verification and correction of the dates and statuses, or full deletion of the account if OppLoans can not provide accurate reporting.	VA

Date receive	Issue	Consumer complaint narrative	State
2025-10-17T	Improper	I am submitting this complaint because my efforts to build my credit report have not been properly reflected or supported by the company. I opened an account with the intention of establishing and improving my credit history. Despite making on-time payments and following the companys instructions, these activities have not been reported accurately or consistently to the credit bureaus. I contacted the company on XX/XX/year> to address the issue, but the problem remains unresolved. I have not received clear communication or a timeline for when my credit information will be updated. This delay has negatively affected my credit-building goals and my ability to qualify for future credit opportunities. I am seeking assistance to ensure that my credit-building activities are correctly reported and reflected on my credit report.	VA
2025-12-25T	Problem v	I did not receive any billing statement or correspondence regarding the alleged late payment for at least 21 days prior to the due date, as required under 15 U.S.C. 1666b and Regulation Z. As such, all late payments under this account are disputed.	VA
2025-11-24T	Problem v	I applied for an {$1800.00} installment loan in XX/XX/year>. Per the documents that I reviewed, and agreed to ; the term is for XXXX payments, @ 160 % interest rate. The first payment due was scheduled for XX/XX/year>, paid via ACH from my XXXX XXXX Checking account. This was to be paid only once per month, in the amount of {$130.00}. I did not agree to have these payments to be debited more than once. I set up this through there vendor XXXX, to access my account for these payments. I knew that this was high but, I was hoping to take care of some emergency issues. I did not think that this would become a nightmare. I noticed on XX/XX/year>, may checking account balance was not right. Per XXXX XXXX 's auto system ; these amounts were taken : XX/XX/year> : {$130.00}, XX/XX/year> : {$130.00}, XX/XX/year> : {$130.00}. I was not understanding what the deal was, and why I had three amount taken within a 30 day period. I contacted XXXX XXXX, to confirm what this was and how. I explained to XXXX XXXX, that I did not agree to these installment payments at this frequency, and felt that I was being scammed. I did a stop payment on two of the payments and put a request for this to be looked at by XXXX XXXX. I pulled my agreements and emails from Opportunity Financial, and also emailed the vendor XXXX. There was nothing there to confirm anything different. I did not agree to have multiple payments taken within one month. I attempted to email Opportunity Financials during this time. I continued to get the run around,. I was told in one of my emails that, those payments were taken out because, of my pay periods (twice a month) with my employer (XXXX of XXXX). I would have never agreed to have {$130.00} taken out of my checking account, twice amount. I can not afford this. I have sent them a few emails, and was told that I could either agree, or they would need to redo my loan, which result in a higher interest rate and installment amount. I am not trying to have this drag on, but I want to be treated fairly and pay this as I assumed it would honestly be. I am not agreeing to what Opportunity Financial is not claiming. I am requesting your assistance with this matter. Thank you for your time in advance. Sincerely.	VA
2025-11-10T	Struggling	XXXX knowledge of this XXXX it showed up on my credit even was informed that I owe XXXX this loan that I didnt take out I even asked the company to send me the original paperwork to this loan the signed contract as well nothing was sent just this debt on my credit I would like to have this issue resolved and removed from my credit	VA

Date receive	Issue	Consumer complaint narrative	State
2025-12-13T	Attempts	XXXX I am disputing inaccurate information on my credit report. The item appears on my XXXX XXXX XXXX report under the name XXXX XXXX] '' with last four of XXXXXXXX XXXX XXXXXXXX account XXXX # XXXX # XXXX, - {$2100.00} XXXX XXXX XXXX XXXXXXXX XXXX XXXX XXXX, XXXX XXXX XXXX XXXX XXXX XXXX # XXXX {$770.00} XXXX XXXX XXXX XXXXXXXX XXXX XXXX # XXXX {$0.00} XXXX. XXXX XXXX XXXXXXXX XXXX # XXXX {$890.00} XXXXXXXX XXXX XXXX XXXX XXXX # XXXX {$1900.00} XXXX. XXXX XXXX XXXX. XXXX # XXXX {$420.00} XXXX. XXXX XXXX XXXX XXXX. XXXX # XXXX {$1000.00} XXXXXXXX XXXX XXXX XXXX XXXX # XXXX - {$0.00} XXXX XXXXXXXXXXXX XXXX XXXX XXXX # XXXX XXXX {$1900.00} XXXX. XXXX XXXX XXXX XXXXXXXX XXXX # XXXX {$1000.00} XXXX XXXX XXXX XXXX XXXX XXXX - {$770.00} XXXX .. XXXXXXXX XXXXXXXX XXXX account number # XXXX XXXX, - {$2100.00} The information is inaccurate because, I did not accrue these debts., This account does not belong to me, The balance is incorrect, Some of these accounts were included in a bankruptcy, This is identity theft. The person that accrued these debts is no longer in my life. It was done in a prior relationship I had. Not by me. Several items have already been removed from my credit report, but not all that I requested including the XXXX balance items. And I have already sent in FTC reports. I requested that the credit reporting company correct or remove this information, but it remains unchanged. I am now requesting that the CFPB have the credit reporting company, and the furnisher conduct a full FCRA investigation.	VA
2025-11-21T	Charged f	On XX/XX/year>2024 I had an emergency and took loan with OPPXX/XX/XXXX LOAN. for XXXX XXXX I wasnt paying attention to the interest rate when I signed the contract. until I checked my contract now and I found out that OPPXX/XX/XXXXloan was charging me annual interest rate of approximately 160 %. This is illegal practice. Virginia law limit most consumer loans to 36 % APR. This practice is unfair and targeted me as vulnerable consumer. I have paid paid so far XXXXXX/XX/XXXX for XX/XX/XXXXmonths. mostly interest. All my payments were all on time and never late. Because of this I suffered severe financial hardship and stress.	VA

Date receive	Issue	Consumer complaint narrative	State
2026-02-11	Problem v	In XX/XX/XXXX, I obtained a {$2600.00} installment loan requiring weekly payments of {$110.00} at an XXXX of approximately 160 %. Since XX/XX/XXXX, I have made multiple weekly payments as agreed. However, my payment history reflects extended periods during which cleared payments were applied entirely to interest, with {$0.00} applied toward principal reduction. For example, cleared weekly payments on XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, XX/XX/XXXX, and XX/XX/XXXX each show the full {$110.00} applied to interest and no reduction to the principal balance. In each of these instances, despite timely payments being made, the principal balance did not decrease. As a result, after months of consistent payments, the outstanding principal has remained largely unchanged for extended periods of time. Additionally, multiple reversed ACH transactions were followed by continued daily interest accrual at a very high rate, further increasing the total cost of the loan and making meaningful principal reduction extremely difficult. I am continuing to make payments in good faith. However, I am concerned that the method of daily interest accrual and payment allocation results in excessive interest accumulation that prevents reasonable amortization of the loan balance. I am requesting : XXXX A full accounting breakdown of daily interest accrual calculations. XXXX A detailed explanation of how payments are allocated between interest and principal. XXXX A review of whether the loan servicing practices comply with applicable consumer protection and lending regulations. XXXX Consideration of a hardship-based principal balance adjustment or other resolution option.	VA
2025-12-04	Incorrect i	XXXX XXXX XXXX XXXXXXXX XXXX XXXX XXXX XXXXXXXX, XXXX XXXXXXXX XX/XX/year> Opportunity Financial ATTN : Credit Reporting XXXX XXXX XXXXXXXX XXXX XXXX XXXX XXXX XXXX XXXX Re : Dispute of 2 Late Payments Account # : __________ To Whom It May Concern, I am disputing the two late payments reported by your company. These appear inaccurate and unverified. Under FCRA 623, I request : 1. Verification of each late payment 2. Copies of all notices and billing statements 3. Payment history logs 4. Method of verification If you can not verify each late payment with complete documentation, you are required to request deletion from all credit bureaus. Thank you, XXXX XXXX	VA

Date receive	Issue	Consumer complaint narrative	State
2026-01-26T	Incorrect i	On or about XX/XX/XXXX and again in XX/XX/XXXX, I reviewed my credit reports and identified inaccurate information being reported by Opportunity Financial regarding an installment loan account. The account status is being reported inaccurately and does not reflect a proper investigation or verification of the information being furnished to consumer reporting agencies. I previously contacted the company and requested that the inaccurate reporting be reviewed and corrected. Despite this request, the account continues to be reported with an incorrect status, causing ongoing harm to my credit profile. The reporting has not been corrected, and no adequate explanation or resolution has been provided. The continued reporting of inaccurate account status indicates that a reasonable reinvestigation was not conducted. I am requesting that Opportunity Financial properly investigate this matter and ensure that only accurate and verifiable information is reported to consumer reporting agencies.	VA

Date receive	Issue	Consumer complaint narrative	State
2026-03-23	Communi	On XXXX XX/XX/year> I received a call from XXXX, I answered and the person said can I speak to XXXX I said who is this and they stated let me get your information first before I go further, the person did not disclose or tell me they was Opp Loans. They did not tell me this until getting my information. The male on the phone was very disrespectful and rude when I told him I disputed the debt and I wanted debt verification in writing and proof that he had the legal right to collect this debt. He kept using an abusive tone and saying what proof, what proof, we don't have to proof anything your name is on this loan. He threatened me with charging more interest every day and threatened me with a 3rd party debt collector. He was very abusive toward me with the tone and manner of his voice. I asked him multiple times to mail me verification or proof he had the right to collect on this debt, he refused and said he wasn't going to go back and forth with me and hung up. Opp Loans and this individual who called me from them violated the FDCPA in several ways. Listed Below. The use of obscene or profane language or language the natural consequence of which is to abuse the hearer or reader. - By using an abusive aggressive tone towards me and kept asking me and telling me " what proof '' we dont have to send you proof. Your name and number is here. The advertisement for sale of any debt to coerce payment of the debt. - By threatening to sell to a 3rd party debt collector and by threatening higher interest every day. Except as provided in section 1692b of this title, the placement of telephone calls without meaningful disclosure of the caller 's identity. - By not wanting to disclose it was opp loans until I gave my information first. (b) Disputed debts If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumers right to dispute the debt or request the name and address of the original creditor. - By contacting me still after I have sent them several emails disputing the debt and asking for verification and do not contact me for payment until this is provided.	VA

Date receive	Issue	Consumer complaint narrative	State
2026-03-16T	Struggling	I took a loan from Opp Loans on XX/XX/year> accepting {$1600.00} they applied to to a previous loan from them during refinancing. They gave me a amount around {$1600.00}. They currently take a payment from me of {$66.00} every week when I get paid. They stated they do this as they want the payments from your paycheck from your employer. I have placed stop payment on them as I have found illegal terms of this loan and dispute it. When I applied for the loan they advertised their self as XXXX XXXX, when disputing this they stated they are operating under a XXXX Bank in Utah. I disputed that the interest rate in Virginia for unlicensed lenders such as there self is 12 % under usury law, they stated they are following Utah Law as they use XXXX bank. They are charging 178.29 % interest. As far as them operating under XXXX bank in utah this was never disclosed as on the contract they provided an address in XXXX VA so I assumed they were following Virginia law until I have discovered I have made multiple payments and the balance is not decreasing by much at all. When disputing the interest rate and terms of their loan they stated they are not going to adjust the amount or take a settlement and state when I asked for a breakdown of payments and interest and how applied in writing and signed by them they ultimately refused and stated to just look at their website which the information on their website does not show this just shows my payment was applied. They are violating state of Virginia interest caps using a rent a bank scheme without disclosing it until you dispute it as they used an address in Virginia. To me this is unenforceable. They are making it hard for me to financially survive as I am paying on a loan that seems never-ending. I paid {$1200.00} on the first loan of {$1500.00} and took a loan refinanced for {$1600.00}, they sent me {$610.00}. They applied {$980.00} to the {$1500.00} loan and gave me {$610.00} they are saying I owe them XXXX which seems off to me and nobody can provide written documentation or a settlement when asked to remove the interest and just pay what I owe. They are practicing predatory lending and something needs to be done. I also requested that they do not report negatively to the credit bureaus as their contract is void by law due to the illegal terms and falsely advertising as opp loans with an address in XXXX va but now state they are finwise bank. I have paid {$980.00} on the first loan and {$850.00} on this loan but still showing I owe a high amount and they refuse to lower their interest. Doing research there was a lawsuit in Virginia by the attorney general and as well in DC and other states for them operating in this manner in which they had to settle with the people they loaned too. I am asking that you investigate into this manner and please advise. They continue to wan na take my money and my loan is not getting anywhere being paid off. They also charged fees for initiating the loan which is illegal if they are not licensed in Virginia.	VA
2026-04-13T	Struggling	I received a payday loan to help pay a previous loan I received and Im paying 160 % interest on the loan and I cant keep paying it. I was in a bad spot and made a stupid decision. I feel like they are taking advantage of people with these ridiculous interest rates.	VA
2026-05-21T	Charged fe	I thought they were helping me. After a while of paying on the loan my payoff number wasnt going down. I then looked into it and found out that I had a 160 % interest rate. With further research I learned that the highest legal amount of interest in Virginia (which is where I live) is 35 %. Anything over 35 % is illegal. My loan is at 160 % which is not honored in VA. They took advantage of a young girl who didnt know much at the time about interest rates. They caused me emotional distress and anxiety from worrying on not being able to pay my payments on time. If I wasnt able to make my payments on time my account was debited more (usually around XXXX dollars).	VA

Date receive	Issue	Consumer complaint narrative	State
2025-07-23T	Struggling	Opploans is collecting on a debt i can no longer pay they've repeatedly violated fair debt collections.. Texting with unsecured links (repeatedly I have 15) ContacXXXX before XXXX my time. At least 3x Contact continues after requesting no further contact They are now spoofing their number.. I've blocked no less than 4 numbers from them This also doesnt include the collection companies they've hired to collect on their behalf thay have done similar things as well Im pretty sure we're past the statute if limitations for my state as well so I will be filing a complaint locally as well	WA
2026-04-03T	Charged f	I'm a father of three boys age XXXX XXXX and XXXX I currently facing financial hardship as I turn to the lender I was approved for a loan of {$2500.00} Making payment of {$230.00} every two weeks this is very hard for me. More on top of this I notice that they said after getting a loan of {$2500.00} I should pay back about {$4700.00} This was not the reason I took the loan and they are causing me more financial distress I was XXXX this company for making my life, and my family in XXXX	WA

National Association of Consumer Advocates

August 3, 2026

The Honorable Jonathan Gould, Comptroller
Office of the Comptroller of the Currency
John (J.J.) Hansen, Director for Licensing
Community Bank Regions: Midwest, West
Via: LicensingPublicComments@occ.treas.gov
Via: Licensing@occ.treas.gov

The Honorable Travis Hill, Chairman
Federal Deposit Insurance Corporation
550 17th Street NW
Washington, DC 20429|
Via: CRACommentCollector@fdic.gov

Benjamin W. McDonough, Secretary of the Board
Board of Governors of the Federal Reserve System
20th Street and Constitution Ave., NW
Washington, DC 20551-0001

Christopher Koopmans, Senior Vice President
Federal Reserve Bank of Chicago
230 South LaSalle Street, Chicago, Illinois 60690-1414
Via: Comments.applications@chi.frb.org

Re: Application of Opportunity Financial (OppFi) to FDIC (#20260654), OCC (#27220) and FRB acquire BNC National Bank, to create and merge with OppFi Bank, and to become a bank holding company, 91 Fed. Reg. 42961 (July 13, 2026)

Dear Members of the Review Board:

The undersigned state chairs of the National Association of Consumer Advocates (NACA) appreciate the opportunity to submit these comments to the Federal Deposit Insurance Corp. (FDIC), Office of the Comptroller of the Currency (OCC) and Board of Governors of the Federal Reserve System (FRB) on the application of online lender Opportunity Financial (OppFi) to become a bank.[1] OppFi seeks to acquire BNC Bank, to create OppFi National Bank, to merge BNC and OppFi banks, and to become a bank holding company.[2] Permitting OppFi to acquire a national bank would allow its risky, high-cost loans to evade individual states' interest rate caps, increase the burden of long term cycles of debt on

[1] See, OCC, Corporate Applications Search (CAS), 2026-Combination-346751, https://apps.occ.gov/CAS/home/details?FilingTypeID=11&FilingID=346751&FilingSubtypeID=1042; FDIC, Bank Application Actions, https://www.fdic.gov/regulations/applications/rmsbankapp/result.html.; and Notice of the Federal Reserve System: Formations of, Acquisitions by, and Mergers of Bank Holding Companies, July 13, 2026, https://www.federalregister.gov/documents/2026/07/13/2026-14064/formations-of-acquisitions-by-and-mergers-of-bank-holding-companies.

[2] OppFi, *OppFi Announces Definitive Agreement to Acquire BNCCORP, Inc. and BNC National Bank and the Elimination of Up-C Structure,* April 29, 2026, https://investors.oppfi.com/news/news-details/2026/OppFi-Announces-Definitive-Agreement-to-Acquire-BNCCORP-Inc--and-BNC-National-Bank-and-the-Elimination-of-Up-C-Structure/default.aspx.

consumer borrowers, and undermine proper enforcement of consumer protection laws. On behalf of our respective state colleagues, and especially the harmed consumers we help every day, we urge you to hold a public hearing to fully consider the ramifications, and ultimately, to deny OppFi's application.

We are a community of consumer advocates who have helped thousands of working families and individuals in our respective states to seek accountability and enforce consumer protections for harm suffered from unfair, deceptive, and abusive practices, including predatory, usurious loans. Our deep interest in upholding and maintaining a fair and secure marketplace for financial services and products compels us to respond to OppFi's application.

Nearly every state imposes a legally required limit on interest rates for installment loans, with a median of 27% for a $10,000, five-year loan, 35.5% for a $2,000, two-year loan, and 39.5% for a $500, six-month loan.[3] These rate caps shield residents from the consequences of lending abuses. Advocates also help harmed consumers to enforce their respective state's interest rate caps in court.[4]

OppFi issues installment loans with interest rates typically reaching 160% and as high as 195%. OppFi loans, depending on the size of the loan, are illegal in up to 45 states.[5] Loans at these rates are debt traps difficult for vulnerable borrowers to escape from. If OppFi is granted a bank charter, harmed borrowers may be charged these rates despite being residents of states that cap interest rates.

OppFi lending practices present a warning sign for federal regulators. As it stands, OppFi's loans risk violating numerous laws including debt collection, credit reporting, military protections, fair lending, and general unfair, deceptive and abusive practices. In one example, the attorney general for the District of Columbia in 2021 announced settlement of an enforcement action against OppFi for "deceptively marketing illegal high-interest loans to District consumers."[6] According to D.C.'s complaint, OppFi misrepresented the benefits of the loans and failed to disclose important details about the costs and risks to its borrowers.[7]

Granting national bank privileges to fintech companies that engage in risky high-cost lending will threaten the stability of the financial marketplace. For example, researchers note that OppFi's business model includes a charge-off rate over 55%, indicating irresponsible lending and lack of adequate consideration of borrowers' ability to repay.[8] Borrowers default in high numbers, while many others sacrifice daily needs to make payments. Further, nearly 50 percent of OppFi customers reportedly refinance their loans, with a typical customer refinancing at least two times during the loan period.[9] High rates of refinancing not only suggest that the loan was unaffordable, but refinancing extends the period or cycle of debt for borrowers.[10] Ultimately, the high costs and inability to complete the loan payments

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[3] *See* National Consumer Law Center, *Fact Sheet: State Annual Percentage Rate (APR) Caps for $500, $2,000, and $10,000 Installment Loans*, Dec. 18, 2025, https://www.nclc.org/resources/fact-sheet-state-annual-percentage-rate-apr-caps-for-500-2000-and-10000-installment-loans/.
[4] See, e.g., *Fama v. Opportunity Fin. Ltd. Liab. Co*., No. 3:23-cv-05477-BAT, 2023 U.S. Dist. LEXIS 236045 (W.D. Wash. Oct. 10, 2023)
[5] National Consumer Law Center, *High-Cost Rent-a-Bank Loan Watch List*, https://www.nclc.org/resources/high-cost-rent-a-bank-loan-watch-list/.
[6] AG Racine Sues Online Lender for Making Predatory and Deceptive Loans to 4,000+ District Consumers, April 6, 2021, https://oag.dc.gov/release/ag-racine-sues-online-lender-making-predatory-and
[7] *District of Columbia v. Opportunity Financial*, LLC, Sup. Ct. D.C., filed April 5, 2021, https://oag.dc.gov/sites/default/files/2021-04/OppLoans-Complaint-final.pdf.
[8] See *Cross River IQ*, Q4 Consumer Lending Review, (59% net charge-off in 4Q25, 55.5% in 1Q26), May 27, 2026; Alex Horowitz & Chase Hatchett, *Pew Charitable Trusts, Rent-a-Bank Payday Lenders' New Filings Show 55% Average Loss Rates*, Jan 9, 2023, https://www.pew.org/en/research-and-analysis/articles/2023/01/09/rent-a-bank-payday-lenders-new-filings-show-55-average-loss-rates.
[9] *District of Columbia v. Opportunity Financial, LLC*, Sup. Ct. D.C., at 9.
[10] Whitney Barkley-Denney et al, *Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt*, January 2026, https://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/crl-lost-opportunities-jan2026.pdf.

lead many borrowers into an era of damaged credit, risk of facing debt collection lawsuits, and wage garnishment.[11]

OppFi's application is similar to Enova International's still-pending application to acquire Grasshopper Bank. Both offers would be an unprecedented use of a national bank charter where these lenders' practices would undermine the ideals of a responsible national banking system.

This level of high-cost lending and risk of collective harm to borrowers is reminiscent of the conduct that led to the 2007-2008 financial crisis, where subprime lending and an indulgent regulatory system led to millions of U.S. consumers losing their jobs, homes, and life savings. Now, as it was during the Great Recession, predatory lenders engage in strategies that exploit and disproportionately harm communities regularly targeted for these loans. The added benefit of a bank charter would exacerbate these financial abuses.

We urge you to review the evidence, hold a hearing, and ultimately avoid the likely devastating consequences that would occur if OppFi is approved for a national bank charter. We strongly recommend denial of OppFi's application.

Thank you for considering our comments.

Sincerely,

NACA STATE CHAIRS, CO-CHAIRS

Kenneth J. Riemer, Alabama
David Chami, Arizona
David J. DiSabato, New Jersey
Todd Turner, Arkansas
Neil B. Fineman, California
Raina Bayas, Colorado
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Christina Gill Roseman, Co-chair, Pennsylvania and West Virginia
Heidi Miller, Wisconsin

[11] Id., *Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt*.