



June 30, 2022

Janet R. Kincaid  
Deputy Regional Director  
Federal Deposit Insurance Corporation  
25 Jessie Street at Ecker Square, Suite 2300  
San Francisco, CA 94105

RE: Community Reinvestment Exam for TAB Bank

Honorable Deputy Regional Director Kincaid:

The National Community Reinvestment Coalition and the undersigned groups believe that the practices discussed in this comment obligate the FDIC to downgrade the community reinvestment exam grade for TAB Bank (Ogden, Utah).

NCRC and its grassroots member organizations create opportunities for people to build wealth. We work with community leaders, policymakers and financial institutions to champion fairness and end discrimination in lending, housing and business. NCRC has grown into an association of more than 600 community-based organizations that promote access to basic banking services, affordable housing, entrepreneurship, job creation and vibrant communities for America's working families.

Through partnerships with non-bank lenders, TAB has used its charter to provide loans that undermine consumers. Accordingly, these activities contradict the spirit of the Community Reinvestment Act that an insured depository should meet the convenience and needs of consumers.

**I. TAB Bank partnerships facilitate harmful lending. It does not sufficiently underwrite its consumer loans to ensure ability-to-repay. Many consumers are deceived about the high interest rates of loans TAB Bank originates for EasyPay Finance.**

- a. Through partnerships, TAB Bank originates high-cost credit for EasyPay Finance using a "partner of partner" agreement that naturally lends itself to practices that deceive customers about the cost of loans.
- b. A review of consumer complaints filed outside of the FDIC's complaint intake systems reveals that TAB partners offer loans that undermine the financial health of borrowers.
- c. In the retail environments where TAB partners offer credit, consumers are unlikely to understand credit terms.
- d. The EasyPay/TAB Bank partnership exists to evade state consumer interest rate caps.

## **II. TAB Bank's CRA performance evaluations (PEs) have failed to consider the impact of its consumer lending on meeting the convenience and needs of the public.**

- a. TAB Bank's performance evaluations do not consider the negative impact created by its consumer loans on the financial health of its borrowers.
- b. Consumer complaints evidence that many consumers are being harmed.
- c. The FDIC should require examiners to improve how they capture evidence of consumer complaints.
- d. Providing an "outstanding" grade to a bank that uses its charter to facilitate high-cost, deceptive, and unaffordable credit contradicts the FDIC's 2008 Guidance on third-party risk management.

## **DISCUSSION**

### **I. TAB Bank partnerships facilitate harmful lending. It does not sufficiently underwrite its consumer loans to ensure ability-to-repay. Many consumers are deceived about the high interest rates of loans TAB Bank originates for EasyPay Finance.**

*a. Through partnerships, TAB Bank originates high-cost credit for EasyPay Finance using a "partner of partner" agreement that naturally lends itself to practices that deceive customers about the cost of loans.*

Through partnerships with non-bank lenders, TAB Bank has a partnership with Duvera Billing Services through which it facilitates loans under the brand name EasyPay. EasyPay loans bear interest rates of as high as 188.99 percent.<sup>1</sup>

EasyPay loans are the product of a unique "partner of partner" agreement. As a primary partner to TAB Bank, EasyPay finds new third parties to become partners in their partnership with TAB Bank. EasyPay's "partner partners" consist primarily of auto repair shops, pet stores, appliance dealers, and furniture retailers.

*b. In the retail environments where TAB partners offer credit, consumers are unlikely to understand credit terms.*

Marketing context and pricing structure contribute to EasyPay's deceptive financing model. Evaluators should recognize the unique challenges created when retail clerks in non-financial businesses are responsible for explaining a complicated loan repayment structure. Merchants partner with EasyPay to increase the volume and average transaction sizes, creating conflicts of interest and weakening the chances that consumers will have adequate information before accepting a credit offer. Sales clerks are unlikely to be well-versed in the details of the financing arrangements. Loans are also often taken out on tablets or smartphones, where consumers may not see the key terms and in some cases sales staff may obscure them or even sign on the consumer's behalf.

EasyPay's complicated interest rebate offers further exacerbate the problem. EasyPay offers to "rebate" all interest if the consumer repays the entire "amount financed" from the loan agreement, plus a \$40

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<sup>1</sup> Rouzer, S. (2022, May 18). National Auto Repair Chains Must Stop Offering Predatory Loans Through EasyPay Finance and TAB Bank. *National Consumer Law Center*. <https://www.nclc.org/media-center/national-auto-repair-chains-must-stop-offering-predatory-loans-through-easypay-finance-and-tab-bank.html>

“processing fee,” in 90 days. Sales staff emphasize this 90-day interest free offer and many consumers appear unaware that the loans carry high interest rates up to 189.99 percent. Comments filed to the Consumer Financial Protection Bureau’s Consumer Complaint Database show that many consumers believe that these loans are interest-free:

- “I purchased a puppy a few months ago and was told 90 days 0 interest. Well 90 days past and I was unable to pay my dogs amount. Little did I know that the interest rate would jump up to 79%. By the end of my contract it now states I will pay \$6,400 and some change. I am at a loss. I am stuck paying bi-weekly payments of 179. With only \$34 going to the principal. This is insane! And should not be allowed.” (October 14, 2021).
- "I was told that I would pay zero interest-free the first 6 months. I was not explained that I would be charged \$188% interest if I did not pay within 6 months. Every time that I paid has been going towards interest I've made three payments of \$70.36 and I made one payment of \$140 and the bill was \$760 and now the bill is \$705." (October 8, 2021)
- “EasyPay financed a dog for 178% APR. the interest is more than cost of dog. Deceptive practices at dog company as well. I don’t know what to do but they took advantage of me. I was not even shown what I was signing. The iPad said to sign here. EasyPay does not return my phone calls and conveniently close before they get to my call after being number one.” (August 27, 2021)
- “I had transmission work done on my truck by [an] independently owned [company]. My total cost of the repair was \$3,700, I paid \$1,200 down, which [left] me a balance of \$2,500. The owner told me about this company called [XXX] and if I could pay them off in 90 days I would not be charged any interest, he told me the interest was high but failed to mention it would be 152%. I never got a written statement disclosing the finance charges, the next thing I knew they took a payment from my account without my consent.” (October 21, 2017)
- “I entered a loan with Duvera when purchasing a puppy from in 2017. The details were \$2,500 loan with a \$XXXX monthly payments with no interest. However, as I look at my account there is an interest rate of 151% and they have put my balance at \$2,400 while I have paid \$1,500 and they have charged me for \$1,400 in interest. This is not correct and I was informed multiple times there was no interest.” (February 26, 2018)

These are only a select set of comments filed about EasyPay where consumers report that they did not understand the actual cost of credit.

Consumers also seem to face hurdles in exercising the interest rebate offer:

“I applied for help with car repairs. You have 90 days to pay off with no interest on the loan. The loan company left out that if payment is return all the interest rolls back on your account. My bank returned a payment to them. But within week the company put back though my account. It was payed. So I check my balance. because this month. I was paying off. I only owed {\$300.00} dollars. Because the return check they throw out the deal charge me all that interest and fee. They told me it was void out. I told nobody told me that. She said its in my paper work. I didn’t know that. That’s how they make their money. That’s not fair.”

“I had a 90 days no interest agreement which states if my balance is paid in full in 90 days or less that the only amount due is the amount which is financed. I financed

{ \$500.00 }. I paid a total of { \$700.00 }, with { \$200.00 } being due back to me since I paid the balance in full prior to the promotional periods end date. On XX/XX/XXXX I contacted the company regarding this issue and was advised that they are not going to refund me the { \$200.00 } owed to me, because a payment was not paid on the XXXX of the month and rather the XXXX. I informed them that was of no fault of mine, and that the contract I signed states very clearly that all payments will come out on the XXXX of the month by auto draft. I argued this case and was advised that I had allegedly logged in on XX/XX/XXXX and removed the auto pay option, which there is no history on my account nor any confirmation communication of this alleged event. I advised that by law they are required to alert me when changes are made to the contract or billing arrangement, and since I know I didn't go into the account to change anything until XXXX ( when I noticed their error and paid it myself in good faith ), and they can't provide any verification of me doing such ( and neglected to provide said verification at the time of the alleged change ), I feel it is well within my rights as a consumer to be refunded the total amount of { \$200.00 } due to me for interest charged during the 90 promotional period in which I successfully paid back the entirety of the { \$500.00 } financed amount. In my contract it states I need to reach out to their Legal Team with a written notification of dispute, however as I've called multiple times and worked directly with ( Operations Support ) over email, they have refused my request for the address to send their Legal Team a certified letter of such dispute.”

Others say that due to how they received disclosures in the store, they were not adequately advised of the terms of credit:

“I 've just had to get my car repaired on credit. I went to XXXX of XXXX XXXX XXXX XXXX XXXX ' in XXXX XXXX AZ . They use 'EasyPay ' finance company for financing of customers needing credit. 'EasyPay Finance ' ONLY does 'applications ' by CELL PHONE. This is highly irregular as cell phones have very minute screens in which to view the numerous needed documents. This makes it almost IMPOSSIBLE to see what you are signing. I am also well aware, or thought I was, of the Federal CAP on loan interest rates of 20 %. So when I finally received printed copies of the documents that I could actually READ I noticed that there is an APR of 188.99 %? I initially thought this to be a typo since this is EXCESSIVE? This makes the FINANCE CHARGE { \$1000.00 } for a charge of only { \$810.00 }. This entire matter must surely be FRAUDULENT? How can anyone legally charge a larger finance charge than the amount of credit needed?”

*c. The EasyPay/TAB Bank partnership exists to evade state consumer interest rate caps.*

The 2019 CRA evaluation of TAB Bank documents that the bank has a partnership with EasyPay.

The partnership between TAB and EasyPay began after a court order prevented EasyPay from continuing to make loans in New York. In 2014, the Office of the New York Attorney General of the State of New York reached an Assurance of Discontinuance with Duvera. That filing documented how EasyPay was offering sales finance at rates that were well above the state’s usury cap.<sup>2</sup>

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<sup>2</sup> Eric T. Schneiderman. (2014). *In the Matter of Duvera Billing Services, LLC* (Assurance Pursuant to Executive Law Section 63 Subdivision 15 Assurance No. 13-499). Attorney General of the State of New York. [https://ag.ny.gov/sites/default/files/pdfs/bureaus/health\\_care/new/2014-04-18%20Duvera%20Billing%20Services\\_DCB.pdf](https://ag.ny.gov/sites/default/files/pdfs/bureaus/health_care/new/2014-04-18%20Duvera%20Billing%20Services_DCB.pdf)

The sequence underscores how TAB uses its charter to facilitate lending that would otherwise be illegal. Only after the NY Attorney General filed its order did EasyPay begin its partnership with TAB Bank.

EasyPay continues to offer loans and collect debts in New York. EasyPay Finance's store locator shows numerous auto repair shops, pet stores and furniture stores that offer its financing.<sup>3</sup>

As the National Consumer Law Center has documented, EasyPay is also using TAB Bank to evade state interest rate limits in several other states.<sup>4</sup>

## **II. TAB Bank's CRA performance evaluations (PEs) have failed to consider the impact of its consumer lending on meeting the convenience and needs of the public.**

*a. TAB Bank's performance evaluations do not consider the negative impact created by its consumer loans on the financial health of its borrowers.*

Since 2016, the FDIC has examined TAB Bank under a strategic plan framework. TAB Bank received an "Outstanding" rating in 2019.

Yet the exam did not consider TAB Bank's partnership lending, even though consumer lending is the largest single category of lending by TAB. Moreover, FDIC guidance states that banks are "responsible for managing activities conducted through third-party relationships, and identifying and controlling the risks arising from such relationships, to the same extent as if the activity were handled within the institution."<sup>5</sup>

In 2018, consumer loans constituted 35.8 percent of TAB Bank loans. The PE acknowledged that TAB made consumer loans through "strategic partner lending platforms" and that TAB Bank "sells the majority of originated consumer loans back to its strategic partners."<sup>6</sup> We acknowledge that we cannot be certain if partner loans continue to be held for sale or if, in a practice that is increasingly common about rent-a-bank partnerships, the receivables are sold instead of the loans themselves.

It is an oversight to perform a CRA evaluation without considering the most significant aspect of a bank's origination activity. Small business lending, community development lending, qualified community development investments, community development donations, and community development service hours were the only basis used for the 2019 lending grade.

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<sup>3</sup>EasyPay Find a Store. (n.d.). [Geolocator]. Find a Store. Retrieved June 16, 2022, from [https://findastore.easypayfinance.com/web?p=ww0Jgh8m1XLc92ARiufL0A%3D%3D&\\_ga=2.48018338.405116033.1655150837-1596350265.1649341863](https://findastore.easypayfinance.com/web?p=ww0Jgh8m1XLc92ARiufL0A%3D%3D&_ga=2.48018338.405116033.1655150837-1596350265.1649341863)

<sup>4</sup> National Consumer Law Center. (2021). *High-Cost Rent-a-Bank Loan Watch List*. <https://www.nclc.org/issues/high-cost-small-loans/rent-a-bank-loan-watch-list.html?print=pdf>

<sup>5</sup> Federal Deposit Insurance Corporation. (2008, June 6). *Guidance for Managing Third-Party Risk*. FIL-44-2008. <https://www.fdic.gov/news/financial-institution-letters/2008/fil08044a.html>

<sup>6</sup> Federal Deposit Insurance Corporation. (2019). Community Reinvestment Act Performance Evaluation: Transportation Alliance Bank, Inc., d/b/a TAB Bank [Performance Evaluation].

The PE should incorporate those practices into its exam of the bank's activities. It is a mistake to break the linkage between the financial institution and non-bank partners when evaluating the bank's community reinvestment activity.

The 2019 TAB Bank PE states that "examiners did not identify any evidence of discriminatory or other illegal credit practices; therefore, this consideration did not affect the institution's CRA Rating." However, the volume of complaints made about TAB's partnership lending does in our view constitute grounds for further review. It is not adequate for the examiner to merely note a lack of a formal enforcement action. CRA examination procedures call for "evidence of discriminatory or other illegal credit practices in any geography by the bank or savings association or in any assessment area by any affiliate whose loans have been considered as part of the bank's or savings association's lending performance." The code proceeds to list six applicable laws but notes that coverage is not limited to that group, nor is the scope of review limited to only activities in the depository's assessment area. 12 CFR Chapter 1 § 25.28 Assigned ratings (c) (1)<sup>7</sup> The expectation that examiners search for "evidence of discrimination" has not been satisfied unless those examiners confer with the agency with relevant supervisory authority for these anti-discrimination laws.

CRA exams should consider all lending facilitated by a bank, both on its own behalf and through a third-party partnership, for their quality and not only from the lens of credit access.

*b. A review of consumer complaints filed outside of the FDIC's complaint intake systems reveals that TAB partners offer loans that undermine the financial health of borrowers.*

CRA performance evaluations are required to consider input from consumers.

Complaints filed with the Consumer Financial Protection Bureau and Better Business Bureau<sup>8</sup> demonstrate that loans are approved even if consumers are not capable of repaying their debts:<sup>9</sup>

- **Lack of affordability:** "As an older woman who survives solely on minimal monthly pension payments, the finance company associated with Midas preys on the elderly to force them into poverty. I was in need of car repair services and Midas advised that they work with EasyPay Financial services to help those who are in need of financial assistance. I jumped on the opportunity as the total amount due to Midas, I couldn't afford. When I signed up with EasyPay, they put me on a 12-month financial program to pay off the total amount due of \$1900. When I received the documentation for the first payment, the total interest for the monthly payment of \$151.61 is an astronomical 158%, which \$20 goes to principal and \$131.61 goes to interest. I'm required to pay that amount every two weeks which I cannot afford as I only bring in \$1700 a month."
- **Lack of affordability:** "We had gone through EasyPay finance and borrowed \$1900 in February of 2021. Our payments are biweekly. We make \$145.82 payments. Upon inspecting the \*\*\*\*, we

<sup>7</sup> 12 CFR Part 25—Community Reinvestment Act and Interstate Deposit Production Regulations. (n.d.). Retrieved June 23, 2022, from <https://www.ecfr.gov/current/title-12/chapter-I/part-25>

<sup>8</sup> Better Business Bureau. (n.d.). *Transportation Alliance Bank Inc.* Complaints: Transportation Alliance Bank. Retrieved June 16, 2022, from <https://www.bbb.org/us/ut/ogden/profile/bank/transportation-alliance-bank-inc-1166-2008523/complaints>

<sup>9</sup> Stop the Debt Trap Coalition. (2022). *Predatory Auto Repair Loans By TAB Bank and EasyPay Finance.* National Consumer Law Center. [https://www.nclc.org/images/pdf/high\\_cost\\_small\\_loans/Rpt-TAB\\_Auto\\_Repair-5.11.22.pdf](https://www.nclc.org/images/pdf/high_cost_small_loans/Rpt-TAB_Auto_Repair-5.11.22.pdf)

are being charged \*\*\*\*\*% interest rate. To date we have paid \$2479.79, with another \$1,068 left to pay. There is no way to come out from under the outrageous interest they are charging.” (October 5, 2021)

The complaints reveal consistent patterns. Some borrowers cannot afford to repay their debt and are distressed how the interest mounts and how their payments go primarily to interest while doing little to reduce the loans. Many people report that they cannot call customer service when billing errors or other problems need resolution. Others say that EasyPay has changed the repayment terms or does not accept payments over the phone. Some report that EasyPay delays crediting payments made with a network-branded card (not by ACH).

*c. The FDIC should require examiners to improve how they capture evidence of consumer complaints.*

As discussed above, recent performance evaluations state that the FDIC has no evidence of complaints against TAB Bank, a finding that directly contradicts evidence found with a simple internet search<sup>10</sup> or by searching the CFPB’s complaints database for TAB’s partner, EasyPay.

The 2019 performance evaluation indicates that examiners used “bank records, public financial information, demographic data from the 2015 American Community Survey (ACS) Census and other public sources, D&B data, and information obtained from community contacts.”

In the 2017 exam, the report states that the FDIC did not itself receive complaints related to the bank’s CRA performance. There are many complaints about TAB Bank partners. The determining factor is not the lender’s conduct but how examiners solicit input. Consumers cannot find a place on the internet where they can complain to the FDIC. In an arrangement where a consumer-facing relationship is with the non-bank and not the bank partner, the likelihood of meaningful consumer input about the loans that the bank is facilitating, taken out in the bank’s name but serviced by the true lender, becomes even less likely.

However, while complaints were not filed with the FDIC, they were filed elsewhere. Consumers have filed many complaints regarding their experience with TAB Bank loans. Performance evaluations (PEs) should take feedback from consumers into consideration. However, recent PEs state that the FDIC did not receive complaints about the bank’s loans and services.

The disconnect between the widespread dissatisfaction with TAB loans and the lack of complaints on file with the FDIC reflects problems with how the agency gathers input and feedback from consumers. The reason that complaints did not factor in the evaluation is procedural and ignores the rationale for seeking information from consumers.

While the procedures at the FDIC were not mentioned, the US General Accountability Office found that the Office of the Comptroller of the Currency waits for referrals from the Department of Justice before it initiates a fair lending investigation. Naturally, such a practice will remove a prudential from direct knowledge of fair lending concerns outside of those that are announced publicly through an enforcement action. The disconnect speaks to how a passive approach to researching for “evidence of discriminatory or

illegal credit practices”<sup>11</sup> may not be fully adequate. The same report documented that the OCC conducted only 23 fair lending examinations of midsize and community banks in 2021 and that the volume of exams has fallen every year since 2017.<sup>12</sup>

It should align the procedures for seeking complaints with a manner that matches how consumers prefer to make complaints. The solution is not for the FDIC to build a better complaint intake system, as the CFPB's Consumer Complaint Database and the FTC's Consumer Sentinel already satisfy that need. The cost-effective solution is to pair that inquiry with other engagements. In an era when consumers make reviews on websites, examiners should perform a wide-ranging search for evidence of consumer harm. Examiners should seek input from complaints filed to

- State Attorneys General
- State banking commissioners
- State consumer finance regulators
- Consumer-serving community service providers
- online consumer complaint aggregators such as the Better Business Bureau
- Groups engaged in the coordination of state and national community benefits agreements
- Judge Advocate Generals, military service organizations, and veterans service organizations.

Exams should also solicit input from other regulators who have supervisory authority for regulations that involve consumer protections. For example, exams should proactively contact the Consumer Financial Bureau, the Federal Trade Commission, and the Department of Justice.

*d. Providing an "outstanding" grade to a bank that uses its charter to facilitate high-cost, deceptive, and unaffordable credit contradicts the FDIC's 2008 Guidance on third-party risk management.*

The 2008 Guidance states that the leadership of a bank should take responsibility for risks arising from third-party relationships “to the same extent as if the activity were handled by the institution.”<sup>13</sup>

Many sources of data show that TAB Bank partnerships are harming consumers. Since 2011, 329 consumers have filed complaints to the Consumer Financial Protection Bureau's Consumer Complaint Database against EasyPay under the name of its corporate parent, Duvera Billing Services or under EasyPay. Fifty-six consumers filed a complaint against Duvera during the period examined for TAB Bank's last CRA PE.<sup>14</sup> Since January 2021, 22 consumers have filed 22 complaints against Sunbit. Most

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<sup>11</sup> 12 CFR Part 25—Community Reinvestment Act and Interstate Deposit Production Regulations. (n.d.). Retrieved June 23, 2022, from <https://www.ecfr.gov/current/title-12/chapter-I/part-25>

<sup>12</sup> US Government Accountability Office. (n.d.). *Fair Lending: Opportunities Exist to Enhance OCC's Oversight of Banks' Lending Practices* (GAO-22-10471721). Retrieved June 23, 2022, from <https://www.gao.gov/products/gao-22-104717>

<sup>13</sup> Federal Deposit Insurance Corporation. (2008, June 6). *Guidance for Managing Third-Party Risk*. FIL-44-2008. <https://www.fdic.gov/news/financial-institution-letters/2008/fil08044a.html>

<sup>14</sup> Consumer Financial Protection Bureau. (n.d.). *Consumer Complaint Database*. Retrieved June 6, 2022, from <https://www.consumerfinance.gov/data-research/consumer-complaints/>



focus on aggressive debt collection tactics, attempts to collect money on debts that are not owed by the consumer, or confusion about the loan terms.<sup>15</sup>

The Interagency Guidelines on Third-Party Risk Management obligate banks to take responsibility for risks created through their relationships with non-bank third parties. Additionally, the guidelines call for banks to apply higher standards to review "complex or significant arrangements." The guidance holds a bank responsible for all risks associated with the activities of the third-party and lists numerous potential areas of risk.<sup>16</sup> Those risks include outcomes that are entirely conceivable for a practice that produces so many complaints from its customers. These relationships meet the test for significance, as call reports show that TAB Bank originated 35.8% of loans through third-party relationships.<sup>17</sup>

The FDIC should not permit this disconnect between CRA performance evaluations and its rules for how banks manage their relationships with third-party vendors. A violation of any third-party risk management guideline should result in negative credit on the bank's next CRA exam. Moreover, as a part of CRA examinations, examiners should consult with supervisory authorities that oversee non-bank third parties to determine if evidence exists to give a review reason to believe that these relationships are creating hard for consumers. In the previous section of this comment, we list some of the agencies examiners should contact when reviewing these relationships.

## CONCLUSION

The undersigned organizations call on the FDIC to consider the harmful lending practices of TAB Bank and to downgrade TAB Bank on its CRA examination. TAB has received the privilege of a charter but is not using it to meet the convenience and needs of borrowers. Substantial evidence exists to show that the loans facilitated through its partnership with EasyPay are not adequately reviewed for a borrower's ability-to-repay the debt. Complaints filed by consumers reveal that many do not understand the terms of credit, others find it hard to receive the interest rebate, and still more feel that they were not treated fairly in the process of servicing of their payments.

Thank you for considering our comment. Please reach out to Adam Rust ([arust@ncrc.org](mailto:arust@ncrc.org)) for clarifications or additional information.

Sincerely,

National Community Reinvestment Coalition  
Consumer Federation of America  
727 Mgt LLC  
African American Alliance of CDFI CEOs  
ASIAN, Inc. 美亞輔鄰社

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<sup>15</sup> Consumer Financial Protection Bureau. (n.d.). *Consumer Complaint Database*. Retrieved June 6, 2022, from <https://www.consumerfinance.gov/data-research/consumer-complaints/>

<sup>16</sup> Federal Deposit Insurance Corporation. (2008, June 6). *Guidance For Managing Third-Party Risk*. FIL-44-2008. <https://www.fdic.gov/news/financial-institution-letters/2008/fi108044a.html>

<sup>17</sup> Federal Deposit Insurance Corporation. (2019). *Community Reinvestment Act Performance Evaluation for Transportation Alliance Bank* (Performance Evaluation Certificate Number 34781). <https://crapes.fdic.gov/>

Best of the Bess Inc  
California Coalition for Rural Housing  
California Reinvestment Coalition  
CASA of Oregon  
Ceiba  
Coastal Enterprises, Inc.  
Community Reinvestment Alliance of Florida  
CSN  
Delaware Community Reinvestment Action Council, Inc.  
Detroit People's Platform  
Devotion USA, Inc.  
Fair Finance Watch  
Gary Housing Authority/Northwest Indiana Development Corporation (NIDC)  
Georgia Advancing Communities Together, Inc.  
Golden Rule Housing & Community Development  
Homes on the Hill CDC  
Jewish Community Action  
Maryland Consumer Rights Coalition  
MS Communities United for Prosperity (MCUP)  
Neighborhood Improvement Association  
Newcap, Inc.  
People's Opportunity Fund  
PFC Black Chamber of Commerce Inc  
Pima County Community Land Trust  
Real Estate Education And Community Housing  
Rockland Housing Action Coalition, Inc.  
Sandhills Community Action Program, Inc.  
SLEHCRA  
Southern Dallas Progress Community Development Corporation  
Springfield NHS  
St. Petersburg Neighborhood Housing Services, Inc. dba Neighborhood Home Solutions  
TCH Development, Inc  
Vermont Slauson EDC  
Woodstock Institute  
WRLP