



July 7, 2010

By Fax (202-874-4950) and First Class Mail
The Honorable John C. Dugan
Comptroller
Office of the Comptroller of the Currency
250 E Street, SW
Washington, DC 20219-0001

Dear Comptroller Dugan:

The undersigned groups are contacting you to request that the Office of the Comptroller of the Currency examine the banks under its supervision for potential violations of the Credit Card Accountability Responsibility and Disclosure Act (Credit CARD Act). Recently, we have observed potential violations of the Credit CARD Act, or at least misstatements of law, from some of the largest credit card issuers in the country. These potential violations or misstatements all occurred after the effective date of the relevant Credit CARD Act provision.

We urge the OCC to take prompt enforcement action against any bank under its supervision that has engaged in conduct that violates the Credit CARD Act or has made statements or disclosures that contradict the law. In addition, the OCC should examine all credit card issuing banks under its supervision within the near future to review their compliance with the Credit CARD Act.

Some of the potential violations of the Credit CARD Act or misstatements of law that we have observed include:

1. Failure to provide 21 days between mailing of a statement and the due date.

We have at least one example of CitiBank mailing a periodic statement less than 21 days before its due date. A copy of this statement is attached as Exhibit A. In fact, this particular statement was for a billing cycle that ended on April 21. The due date for

the payment for this statement was May 11 – which is only 20 days after the end of the billing cycle. This does not even include the day or two that is required for the statement to be generated and placed in the mail. Clearly, this conduct does not comply with the Credit CARD Act’s requirement that periodic statements be mailed or delivered 21 days prior to the payment due date.

The consumer who sent this example to us also reports that when he called customer service to remind them of their obligations under the Credit CARD Act, he was informed that CitiBank would extended due date as an accommodation. In other words, CitiBank declined to even acknowledge the legal requirements of the Credit CARD Act to this consumer. We request that the OCC take enforcement action against Citibank and that the OCC examine the other national banks issuing credit cards to ensure that they are complying with the Credit CARD Act’s requirement that periodic statements be mailed or delivered 21 days prior to the payment due date.

2. Failure to disclose the penalty rate.

As of July 7, 2010, Bank of America has posted several credit card solicitation/application on its website that do not include a disclosure of a penalty rate. One of these solicitations is attached as Exhibit B. The solicitation does state “If this account becomes sixty days or more past due, we may amend the terms of the Agreement to increase all interest rates.” However, this disclosure is made outside of the mandatory table required for credit card solicitations, and does not disclose the amount of the increased rate.

An increased rate triggered by a payment that is 60 days late is clearly a penalty rate within the meaning of Regulation Z, which requires that:

if a rate may increase as a penalty for one or more events specified in the account agreement, such as a late payment or an extension of credit that exceeds the credit limit, the card issuer must disclose pursuant to paragraph (b)(1) of this section the increased rate that may apply, a brief description of the event or events that may result in the increased rate, and a brief description of how long the increased rate will remain in effect.

12 C.F.R. § 226.5a(b)(1)(iv)(A).

Bank of America cannot avoid disclosure of the amount of the penalty rate, or place it outside of the required table, simply by declining to name the rate as a ‘penalty rate’. We request that the OCC take enforcement action against Bank of America and that the OCC examine the other national banks issuing credit cards to ensure that they are properly disclosing penalty rates.

3. Use of variable rate ‘floors’.

At least one issuer is using a variable rate that has a ‘floor’, *i.e.*, the rate varies with an index but never decreases below a certain amount. *See* Exhibit C (Solicitation for GE Money Bank/Walmart Card stating that the “APR for Purchases may vary and will equal the prime rate plus 16.90%, *but not less than 22.90%*” [emphasis added]) However, the Official Staff Comments to Regulation Z provide that a variable rate cannot have such a floor if an increase in that rate is applied retroactively to an existing balance. *See* Official Staff Interpretations to Regulation Z, Comment 55(b)(2)-2.ii (the index to a variable rate is not considered “outside the card issuer’s control” – and thus not eligible for the variable rate exception to the retroactive rate increase prohibition – if the rate is subject to a fixed minimum rate.)

We request that the OCC examine the credit card issuing banks under its supervision to ensure that they are not using variable rate “floors” if the issuer applies increases in the variable rate to existing balances.

4. “Pick-a-rate pricing.”

This practice also involves variable rates, and was disallowed by the Official Staff Comments to Regulation Z implementing the Credit CARD Act. Traditionally, issuers have specified the prime rate on a certain date (*e.g.* the end of a billing cycle) as the index used for calculating that billing cycle’s interest rate. With “pick-a-rate” pricing, the issuer specifies a protracted period of time from which the issuer can select the highest value for the designated index during that period. For example, rather than stating that the index prime rate “will be the maximum prime rate reported on the last day of the billing cycle,” the issuer states that the prime rate “will be the maximum prime rate reported in the *90 days preceding* the last day of the billing cycle.” The ability to pick the highest value for the index can generate significantly more revenues.

The Official Staff Comments to Regulation Z disallow “pick-a-rate” pricing for variable rates if the rates apply retroactively to an existing balance. *See* Official Staff Interpretations to Regulation Z, Comment 55(b)(2)-2.ii (the index to a variable rate is not considered “outside the card issuer’s control” – and thus not eligible for the variable rate exception to the retroactive rate increase prohibition – if the rate can be calculated based on any index value during a period of time.) Despite this prohibition, a recent credit card solicitation from RBS Citizens Bank appears to allow “pick-a-rate” pricing. *See* Exhibit D (picking the highest LIBOR over a three-month period as the index value.)

We request that the OCC determine whether RBS Citizens Bank is applying variable rates that use “pick-a-rate” pricing to existing balances, and take enforcement action against that bank if it is. In general, we request that the OCC examine the credit card issuing banks under its supervision to ensure that they are not using “pick-a-rate” pricing if the bank applies increases in the variable rate to existing balances.

5. Misstatement of payment allocation rule.

Citibank's card agreements and Internet offers are stating the incorrect payment allocation rule. For example, a balance transfer offer made to a consumer at the end of April 2010 states: "Payments are allocated to pay off lower APR balances before higher balances." *See* Exhibit E. For payments above the minimum payment, this statement contradicts the Section 104 of the Credit CARD Act, codified at 15 U.S.C. § 1666c(b) (requiring payments above the minimum to be applied to the highest APR balance first). And while issuers are free to apply minimum payments in whatever manner they wish, it is confusing and deceptive to simply say "payments" if CitiBank is only referring to the minimum payment.

We request that the OCC examine CitiBank to determine whether it is actually applying payments above the minimum payment to lower APR balances, to take enforcement action against CitiBank if it is, and in any event, to require CitiBank to correct its misstatement of law. In general, we request that the OCC examine the credit card issuing banks under its supervision to ensure that they are not disclosing or using a payment allocation method that violates the Credit CARD Act.

We thank you for your attention and look forward to your response.

Sincerely,

Chi Chi Wu
Staff Attorney
National Consumer Law Center (on behalf of its low-income clients)

Lauren Z. Bowne
Staff Attorney
Consumers Union

Ed Mierzwinski
Consumer Program Director
U.S. Public Interest Research Group

Travis Plunkett
Legislative Director
Consumer Federation of America

Kathleen Keest & Josh Frank
Senior Policy Counsel & Senior Researcher
Center for Responsible Lending

Linda Sherry
Director, National Priorities
Consumer Action

EXHIBIT A

Account

Statement/Closing Date: 04/21/10

26 days

How to Reach Us

www.citicards.com
Citibank Customer Service Ctr
BOX 6062
SIOUX FALLS, SD 57117
1-866-834-9486

Quick Reference

Minimum Payment 20.00
Payment Due Date* May 11, 2010
*Payment must be received by 5:00 pm local time on the payment due date.

Total Credit Line 10,000.00
Available Credit Line 9,934.00
Cash Advance Limit 0.00
Available Cash Advance Limit 0.00

Account Summary

Previous Balance 180.38
Payments and Adjustments 180.38
Purchases 65.98
Cash Advances 0.00
Fees & Interest Charges 0.00
New Balance \$65.98

Purchase Categories

Entertainment \$65.98
Total Purchases \$65.98

Cardmember News

If your 'Total Cash Back Available' balance is at least \$50, call us at 1-866-834-9486 or go to www.citicards.com, so that we may send you a check. You can review your Professional Dollars Program Summary at the end of this statement.

This year, make the most of your budget with Online Bill Payment. Each bill cycle, make up to 4 payments when it's convenient for you. You can even schedule payments up to 45 days in advance. Pay your bill by 5pm ET to post the same day. Sign up now at citicards.com - It's safe and easy!

Your Professional Dollars Can Add Up Faster: Use your Citi Professional(R)

Cash Card for purchases at eligible office supply merchants and earn up to 3% cash back. Plus, earn 1% cash back on all other purchases. See the Directory of Services you received for Terms & Conditions.

If you default on any Card Agreement, your rate may increase. The new rate will be the Prime Rate plus up to 23.990%, or up to 29.990%, whichever is greater. These rates apply to your account at the time this statement was printed.

date paid amount paid check #

EXHIBIT B

Terms and Conditions of BankAmericard Cash Rewards Visa Signature Card

[close window](#)
[Print](#)

Details of Rate, Fee, and Other Cost Information

As required by law, rates, fees, and other costs of this credit card offer are disclosed here. All account terms are governed by the Credit Card Agreement. Account and Agreement terms are not guaranteed for any period of time; all terms, including fees and the APRs for new transactions, may change in accordance with the Agreement and applicable law. We may change them based on information in your credit report, market conditions, business strategies, or for any reason. If this account becomes sixty days or more past due, we may amend the terms of the Agreement to increase all interest rates, including interest rates on existing promotional rate balances. You should thoroughly review all the materials in this package so that you are fully informed about your credit card loan.

Interest Rates and Interest Charges	
† Annual Percentage Rate (APR) for Purchases	<p>0% Introductory APR for the first 12 statement Closing Dates following the opening of your account. <i>See ¹ below for explanation.</i></p> <p>After that, your Standard APR will be 12.99% to 20.99%, based on your creditworthiness when you open your account. This APR will vary with the market based on the Prime Rate as set out in the Variable-Rate Information section of your Agreement.</p>
APR for Balance Transfers	<p>12.99% to 20.99% Standard APR, based on your creditworthiness when you open your account.</p> <p>After that, your APR will vary with the market based on the Prime Rate.</p>
APR for Cash Advances	<p>24.24% Standard APR for all Direct Deposits, Check Cash Advances, ATM Cash Advances, Bank Cash Advances, Overdraft Protection and Cash Equivalent transactions. <i>See ² below for explanation.</i></p> <p>This APR will vary with the market based on the Prime Rate.</p>
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips From The Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .

Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none"> • Purchases • Balance Transfers • Cash Advances 	<p>Purchases of wire transfers from a non-financial institution: Either \$10 or 4% of the amount of each transaction, whichever is greater.</p> <p>Either \$10 or 4% of the amount of each transaction, whichever is greater.</p> <p>Either \$10 or 4% of the amount of each transaction, whichever is greater (except as noted below).</p>

<ul style="list-style-type: none"> • Foreign Transactions 	<p>Overdraft Protection Cash Advances (if enrolled): \$10 for each transaction.</p> <p>Transactions made in a foreign currency and transactions made in U.S. Dollars that are processed outside the United States: 3% of the U.S. Dollar amount of each transaction. This fee will be in addition to any other applicable fee.</p>
<p>Penalty Fees</p> <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$39</p> <p>Up to \$35</p>

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).”

Loss of Introductory APR: We may end your introductory APR and apply the Standard APR, as may be amended, for the applicable balance category if you make a late payment.

The Standard APR will vary with the market based on the Prime Rate.

If your account has balances with different APRs, the amount of your payment equal to the Total Minimum Payment Due is applied to the balance with the lowest APR before any payments are applied to balances with higher APRs. Any amount of your payment that is greater than the Total Minimum Payment Due is applied to the balances with the highest APR before being applied to balances with lower APRs. Payments received by 5 p.m. local time at our payment processing facility will be credited as of that day to your account.

¹ The Introductory APR is effective upon the opening of your account and does not apply to Balance Transfers or Cash Advances. When the Introductory APR ends, the non-introductory Variable APR is calculated using the Variable-Rate Information section of your Agreement and is applied to new and outstanding balances (consisting of Purchases).

² Cash Equivalent transactions are defined as money orders, foreign currency, and travelers checks from a non-financial institution, person to person money transfers, bets, lottery tickets, casino gaming chips and bail bonds.

CONDITIONS

By submitting this application you: (1) acknowledge that you have reviewed the credit card Terms and Conditions; (2) agree to submit your application for this credit card subject to those Terms and Conditions and the terms of the Credit Card Agreement; and (3) authorize us to use the information in your application, and any other information we or our affiliates have about you, to determine your ability to pay, as required by Federal law.

You have read the accompanying application, and everything you have stated is true. You are at least 18 years of age or you are at least 21 years of age if a permanent resident of Puerto Rico. You authorize FIA Card Services, N.A. (hereinafter “us” or “our”) to review your credit and employment histories and any other information in order to approve or decline this application, service your account, and manage our relationship with you. You consent to our sharing of information about you and your account with the organization, if any, endorsing this credit card program. You authorize us to share with others, to the extent permitted by law, such information and our credit experience with you. In addition, you may as a customer later indicate a preference to exempt your account from some of the information-sharing with other companies (“opt-out”). If you accept or use an account, you do so subject to the terms of this application, the “Details of Rate, Fee, and Other Cost Information” and the Credit Card Agreement as it may be amended; you also agree to pay all charges incurred under such terms. Any changes you make to the terms of this application will have no effect. You understand that if your application is approved for an account with a credit line of \$5,000 or greater, you will receive a Visa Signature[®] account; if your credit line is less than \$5,000, you will receive a Platinum Plus[®] account. The benefits for Visa Signature[®] accounts differ from Platinum Plus[®] accounts. You also understand that the Annual Percentage Rate you receive will be determined based on your creditworthiness. You accept that on a periodic basis your account may be considered for automatic upgrade at our discretion. You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your phone conversations with any of our representatives.

***BALANCE TRANSFERS.** If the total amount you request exceeds your revolving credit line, we may either send full or partial payment to your creditors in the order you provide them to us or we may send you Access Checks. Allow at least 2 weeks from account opening for processing. Continue paying each creditor until the transfer appears as a credit. Balance Transfers incur interest charges from the transaction date. The Balance Transfer fee is 4% of the amount of the transaction (minimum \$10). If you have a dispute with a creditor

EXHIBIT C

Additional Disclosures: By signing on the reverse side, I agree that:

- GEMB may provide information about me (even if my account is not opened) to Walmart Stores, Inc. (and its affiliates) so that they can create and update their records, and provide me with service and special offers.
- GEMB may obtain information from others about me (including requesting reports from consumer reporting agencies and other sources) to determine whether to open my account, and to review, maintain or collect my account.
- GEMB may contact me about my account as described in the Agreement, including using any contact information I provide.
- Among other things, the Agreement: (1) includes an arbitration provision that may limit my rights unless I reject that provision under the Agreement's instructions; and (2) makes each accountholder responsible for paying the entire amount of the credit extended; and (3) grants GEMB a security interest in the goods purchased on the account as permitted by law.

The information about the costs of the Card described below is accurate as of March 1, 2010. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 981469, El Paso, TX 79998-1469. This offer and the Agreement will be governed by federal law and Utah law (to the extent that state law applies). We may, at any time and subject to applicable law, change, add or delete provisions of the Agreement, including increasing rates or fees. We will send you notice of any terms change as required by applicable law.

THE KEY CREDIT TERMS OF THE WALMART CREDIT CARD AGREEMENT ARE AS FOLLOWS:

Annual Percentage Rate (APR) for Purchases	22.90%
Penalty APR*	29.90%
Variable Rate Information	The APR for Purchases may vary and will equal the prime rate plus 16.90%, but not less than 22.90%. The Penalty APR may vary and will equal the prime rate plus 23.90%, but not less than 29.90%. The "prime rate" is the highest bank prime loan rate as published in <i>The Wall Street Journal</i> in its Money Rates section on the 15th day (or the next business day if the 15th is not a business day) of the calendar month preceding the first day of the billing period.
Grace Period for Repayment of the Balance for New Purchases	At least 23 days if you pay your balance in full each month; otherwise, none.
Method of Computing the Balance for Purchases	Daily Balance (Including New Purchases)
Minimum Finance Charge	\$1.00

Late Payment Fee: \$0 if your New Balance is less than \$15.00; \$15.00 if your New Balance is \$15.00 to \$99.99; \$29.00 if your New Balance is \$100.00 to \$249.99; and \$39.00 if your New Balance is \$250.00 or more.

Returned Check Fee: \$25.00

Overlimit Fee: Not Applicable

*The Penalty APR will apply if you fail to make a minimum payment to us when due or you make a payment to us that is not honored by your bank. Once in effect, if you are not late with any minimum payment for six consecutive billing periods, the rate will be the prime rate plus 16.90%, but not less than 22.90%.

PRESCREEN & OPT-OUT NOTICE: This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive pre-screened offers of credit from this and other companies, call the consumer reporting agencies toll-free, at 1-888-5-OPTOUT or 1-888-567-8688; or write: Trans Union, Attn: Marketing Opt Out, P.O. Box 505, Woodlyn, PA 19094-0505; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; or Experian Opt-Out, P.O. Box 919, Allen, TX 75013.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under Sec. 766.59, Wis. Stats., or a court decree under Sec. 766.70, Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. Residents of Wisconsin applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 981469 El Paso, TX 79998-1469.

JOINT APPLICANTS: If this is a joint account, after credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor, and each applicant may be liable for all amounts of credit extended under this account to any joint applicant.

* Cardholders can get up to \$60 quick cash when they make a purchase with their Walmart® Credit Card at Walmart® owned registers in Walmart® stores. Limit one per day. This cash advance will appear on your monthly billing statement as a purchase. Subject to credit approval.

† 3¢ off per gallon discount applies to the regular street price and cannot be used in conjunction with the Sam's Club® member discount. Not available in PR.


The "Spark" design (™), Walmart and Save Money, Live Better are marks and/or registered marks of Walmart Stores, Inc.

EXHIBIT D

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	0% introductory APR through the first six billing cycles of your account. After that, a variable APR of 15.99% (as of 4/1/10) will apply depending on our review of your creditworthiness. The rate will vary with the market based on LIBOR.*
APR for Balance Transfers	A fixed introductory rate of 0% will apply through the first six billing cycles of your account. After that, a variable APR of 15.99% (as of 4/1/10) will apply depending on our review of your creditworthiness. The rate will vary with the market based on LIBOR.*
APR for Cash Advances	Variable APR of 22.24% (as of 4/1/10): The rate will vary with the market based on LIBOR.*
Penalty APR and When It Applies	Up to 29.99% . This APR may be applied to your account if you: (1) Fail to make the minimum payment by the payment due date; (2) Exceed your Cash Advance Limit or your Total Credit Limit; (3) Provide false information to us; (4) Use the Account for an illegal transaction; (5) Do not pay debts (including other accounts with us) when due; (6) Make a payment that is returned or dishonored, or; (7) Fail to keep a promise under the agreement or we believe you will not keep a promise, including making payments. How Long Will the Penalty APR Apply? If your APRs are increased due to any default (as described above), the Penalty APR will apply indefinitely.
How to Avoid Paying Interest on Purchases	Your due date is at least 27 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date of each month. You will pay interest on Cash Advances, Balance Transfers and Convenience Checks from the transaction date, unless promotional terms apply.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.
For Credit Card Tips from the Federal Reserve Board	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at http://www.federalreserve.gov/creditcard .
FEES	
Annual Fee	None
Transaction Fees	
• Balance Transfer	At the time of application, either \$10 or 3% of the amount of each transfer, whichever is greater, but not more than \$75 . Thereafter, either \$10 or 4% of the amount of each transfer, whichever is greater.
• Cash Advance	Either \$10 or up to 3% of the amount advanced, whichever is greater.
• Foreign Transaction	Either \$20 or 5% of the transaction for certain Cash Equivalent Transactions, whichever is greater. Either \$1.50 or 3% of the U.S. dollar amount of transactions in a foreign country, whichever is greater.
Penalty Fees	
• Late Payment	\$39
• Returned Payment	\$20
How We Will Calculate Your Balance: We use a method called "average daily balances (including new purchases)." See Cardholder Agreement for more details.	
Loss of Introductory Rate: We may end your introductory APR and apply the Penalty APR if any event included in the description of above Penalty Rate applies.	
* Your APR for Purchases and Balance Transfers may vary monthly and will be reset on the first day of each billing cycle by adding the Index to a margin of 15.49 percentage points. The APR for Cash Advances is determined monthly by adding the Index to a margin of 21.74 percentage points. The Index is determined on the last business day of each month and is the highest three month LIBOR (London Interbank Offered Rate) published in the northeastern edition of <i>The Wall Street Journal</i> in its Money Rates table at any time within the immediately preceding three months, including the month in which the Index was determined.	
The information about the costs of the card described in this application is accurate as of April 1, 2010. This information may have changed after that date. To find out what may have changed, call us toll-free at 1-800-426-1114 or write us at Credit Card Services, P.O. Box 7092, Bridgeport, Connecticut 06601-7092.	
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.	

EXHIBIT E

Offer Details, Terms & Conditions

[Printable version](#) 

Your Selected Offer

APR	1.99%† on Balance Transfers only
Duration	Until 08/01/2011
Balance Transfer Fee	A balance transfer transaction fee of 3%, with a minimum of \$5 will be applied to your account for each balance transferred.
Transfer Options	• Pay up to 4 creditors
Rewards	N/A

Offer Details

After this promotional offer ends, your standard APR for purchases will be applied to any unpaid promotional balances. For foreign purchase transactions, the fee is 3% of the U.S. dollar amount of each purchase made outside the U.S. The cash advance transaction fee is 5% of amount of advance, with a minimum of \$10.00.

As of Apr 28, 2010, the standard variable APR for purchases is 29.99% and the standard variable APR for cash advances is 29.99%. The minimum interest charge is \$0.50.

Terms & Conditions

- You will not qualify for this offer if you are in default under any Card Agreement.
- We reserve the right to conduct a credit review, including obtaining third party credit reports, to determine your eligibility for this offer.
- You cannot transfer balances from other accounts issued by Citibank (South Dakota), N.A. or its affiliates.
- Be sure you do not transfer any disputed charges, as you may lose your dispute rights.
- Transferred balance amounts do not earn any miles, rebates, points or reward benefits associated with your card, unless otherwise indicated.
- Valid only for U.S., Puerto Rico, and U.S. Virgin Islands based cardmembers and creditors located in those areas.
- Payments are allocated to pay off lower APR balances before higher balances.
- Your card is issued by Citibank (South Dakota), N.A.

[Close](#)