



Predatory Puppy Loans by TAB Bank and EasyPay Finance

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#PredatoryTABbank
#PredatoryPuppyLoans

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Transportation Alliance Bank (TAB Bank) is helping the predatory lender **EasyPay Finance** make pet loans at 130% to 188%, rates that are illegal in most states. Since the American Revolution, states have limited interest rates to stop predatory lending. But predatory lenders are evading state laws by laundering their loans through banks, which are exempt from state rate caps.

Only a few rogue banks are willing to front for predatory lenders. One of these predatory “rent-a-banks” is TAB Bank, which is chartered in Utah and supervised by the FDIC. TAB Bank helps EasyPay charge **up to 189%** on loans offered through stores nationwide, including **pet stores, furniture stores, and auto mechanics**. In states that do not allow its predatory interest rates, EasyPay launders its loans through TAB Bank. In other states, EasyPay lends directly in its own name through state licenses.

Hundreds of consumers have complained about loans from EasyPay (which is owned by Duvera Billing Services). Complaints to the Consumer Financial Protection Bureau, Better Business Bureau, and Ripoff Reports describe:

TAB Bank helps EasyPay evade state interest rate laws and charge up to 188% on loans offered through pet stores, furniture stores, and auto mechanics.



- Insane interest rates of 130% to 189%, with payments that mostly go to interest.
- Deceptive interest-free promotions, with consumers often unaware of the high interest rates on the loans.
- High interest rates charged to servicemembers.
- Debt collector harassment.
- Refusal to cancel loans for puppies that were sick and died.
- Credit reporting problems.

These are just some of the stories from consumers caught in predatory puppy loans from TAB Bank and EasyPay Finance, described in more detail below.

A New Jersey consumer who bought a cocker spaniel “found that I am being charged 151.97 % which is five times the legal limit of 30 % that can be charged in New Jersey.”
(Story #11)

A Georgia consumer complained that the pet store didn’t tell her that Easy Pay Finance charges 180% interest. “My puppy was supposed to cost \$2500 now cost almost \$7000

through Easy Pay. This company is a HUGE ripoff!" Georgia does not allow 180% interest on installment loans. (Story #6)

A Florida consumer has a ruined credit report over a puppy that was immediately sick and eventually died. The store refused to take back the sick puppy, and "I had no choice [but] to continue to pay them as not to ruin my credit history, all while trying to save a dog paying thousands [of] dollars in veterinarian bills. I paid XXXX for a year up until the dog passed away. It tore my family apart losing the dog. My children were especially devastated.... I only borrowed {\$2200.00} and it is reporting I owe {\$5500.00} on my credit report due to interest." (Story #5)

A Nevada servicemember misled about a 189% puppy loan was "fighting for your right to rip off hardworking American people." After advising the lender that they were active-duty military, and citing several protections for servicemembers, the lender rudely responded that they had "found a loophole and will continue to charge me what they please.... out of an \$800 loan I will end up paying out \$2,400!" (Story #10).

A Florida servicemember or veteran was outraged at discovering they were paying "the egregious interest rate" of 130% APR for a dog. The Military Lending Act generally limits the interest rates charged to servicemembers and their dependents to 36%, though there are exceptions and the protection does not apply to veterans. (Story #2)



A consumer was hounded by a debt collector on a loan for a Shih Tzu puppy that died after \$1280 in vet bills. The pet shop "said you only have 2 days to return the dog. That is not ... enough time to see if a puppy would get sick and die.... my XXXX old daughter was devastated from all this with a puppy that was apart our family." After the puppy died, a debt collector kept calling to collect the loan, even after the consumer wrote a letter insisting that he cease calling. (Story #3)

Below are more details on these and other EasyPay Finance stories. Not all of these stories involve loans laundered through TAB Bank, but they illustrate the type of practices that the bank is enabling.

ARIZONA*

1. Older American near Glendale (85308) surprised and appalled to find aquarium loan interest was 188% APR:

"I wanted to surprise my husband with a new aquarium at a total cost of {\$360.00} on XX/XX/XXXX. I have been approved with XXXX XXXX XXXX XXXX for {\$1700.00}.

"I was appalled at the interest rate. The APR rate on the {\$360.00} was 188 %. After figuring the interest for one (1) year it came to a total of {\$550.00}. I truly believe this company called XXXX XXXX XXXX needs to be investigated as they take people with good, bad, and those trying to establish credit to the cleaners. I do have decent credit. I did not sign any contract with them. The company is nothing more than legal loan sharks. I also believe they need to be put out of business due to the overly high interest rates. The interest rates this company charges is not in any competitive field with banks etc.

From the reviews I have read on the Better Business Bureau website, they have no intentions on being honorable with their customers.”

Source: CFPB #3893449

FLORIDA

2. Military¹ consumer in the Orlando area (32751) stuck with 130% APR for dog:

“I purchased a dog for {\$2500.00} from XXXX XXXX XXXX in XXXX XXXX. I applied for financing through EasyPay Finance, which was approved. However, they charged me an annual interest rate of 130 %. I recently paid off the loan, because of the egregious interest rate. I ultimately paid {\$4000.00} total, {\$2500.00} for the original purchase amount and {\$1500.00} in interest.”

Source: CFPB #2720976

3. Debt collectors after consumer in Deerfield Beach (33441) for loan for Shih Tzu puppy that was sick and died

“I went to a puppy shop bought a shih Tzu and was told everything was ok with the dog I advise after the vet came to my home from there shop the dog was acting funny and it wouldn't eat and was basically laying around not full of energy. So I took the dog to the vet they advise they would need to do a serious of test that would cost me over a {\$1000.00}.

“I than went the animal care and control to have the puppy look at and they gave a shot of antibiotic to see if that would help I than paid for blood work for {\$280.00} the vet advise I should take o dog back I call them while there and they said you only have 2 days to return the dog. That is not a enough time to see if a puppy would get sick and die. After the puppy was found laying outside of the cage with light breathing I was force to take him to XXXX XXXX for cremations me and my XXXX old daughter was devastated from all this with a puppy that was apart our family. I than began getting phone calls from a gentleman about making payments I advise I never got a call back from this puppy place and now you want me to pay with a 30 % interest rate maybe more so I told him if he send something writing to accept {\$1000.00} I would pay it and be done never herd from again. One evening starting getting calls from this guy again when I told him in writing cease all calls he went to calling from different numbers saying I'm calling them which was false I want to make complaint and investigation on this company as well as the 3 Credit bureaus for not given me proof to validate this date with a contract and payments that were paid into this account and why are the credit bureaus still reporting late payment when the account is charge off....”

Source: CFPB #3153548

4. Fine print in Jacksonville (32218) revealed 151.97% rate on loan for dog despite Florida's 18% APR usury law

“The company name is XXXX with the website XXXX appears in my credit report as Duvera. The interest rate is 151.97 %. From the {\$1000.00} dollars I owed when I bought the dog in XX/XX/2018, I owe approximately {\$980.00} though I have paid always on time with an autoplay

plan every two weeks all this time for {\$65.00} each payment. This means that a total of XXXX has been paid until today. But I still owe about the same.

“I went to buy a dog at XXXX XXXX. A mixed breed dog.... My family was waiting for me and they made me wait at the store for almost 2 hours stating others were filling the paperwork for financing. When I finally got to do the financing, I was just hurrying to leave. My family needed to eat and I was 30 minutes away from home. I signed out the paperwork in a rush and did not realize how high the interest was. I was just in a hurry to get out of there and trusted no one would commit usury in our state since it is unlawful. When I got to the time where there's no more no interest charges, I realized my debt had gone back to the beginning balance and I think even higher. then I call and ask the interest fees at which point I find out it was [150 %]. My credit is not as bad as to deserve this ridiculous amount of monthly interest. I called and asked to talk to someone who could lower my interest and advised them this is unlawful. The person said there's nothing they can do since I signed for that. There were two different loans offered by the seller and she pushed this one. She filled out something in front of me where I could see she was getting a gift card. It seems like they pushed this loan in order to gain the gift card. That was fishy and I asked about the gift card. She said it was some competition they had related to the loans and sales. I do not deserve this usury high interest. It is against the law in our state. Florida Usury Laws Under Florida statutes, usury is defined as the charging (whether paid or not) of interest that exceeds 18 percent ... This company thinks that a person's signature protects them when breaking the law. I did not resign my lawful right to be treated equally and to be charged according to our state's laws.”

Source: CFPB #3255685

5. Consumer near Celebration (34747) paid exorbitant loan and vet bills for a year until puppy died, now owes more than borrowed.

“...I applied and was approved for {\$2200.00}. So we decided to purchase the puppy and finance the {\$2200.00} and pay the difference in cash of {\$800.00}. The owner of the pet store (XXXX) stated the puppy has had all of his shots and was XXXX registered and in perfect health, and our XXXX registration would be sent to us within two weeks. We were excited and took our puppy home the same day. The next day on Sunday XX/XX/2018, I contacted the pet store because we woke up and noticed that the dog had vomited clear watery foam in his cage and both of the dog's eyes were looking very bad and found that the dog had cherry eye. (This pet store had knowledge that the dog had cherry eye and tucked them in in order to sell the dog) The owner XXXX asked me to take some pictures and text him on his personal phone so he could see and stated that the vomiting was from the change in his water and stress from the change to his new home. He called me after viewing the pictures and said that we could drop him off Monday evening XX/XX/2018 and he would take him to his veterinarian and perform the XXXX required to fix him. We dropped him off that evening as requested, and picked him back up on Thursday XX/XX/2018. As soon as we got him back we started to think that something was suspicious because the dog's eyes didn't look like he had XXXX and he was still vomiting and now he had some kind of rash all over his stomach. We immediately made an appointment with our vet....Our vet stated that the dog was not XXXX registered as told upon purchase and the certificate was fake, and also noticed that the dog had an umbilical hernia (which is a congenital defect) and a XXXX XXXX. They prescribed him medication for the XXXX and a new eye cream for his eye. (vet records attached) Due to all these issues, and the lies we caught the pet store in, my husband and I decided to return the dog. Per the contract with XXXX XXXX I had multiple reasons that the dog could be returned. So I immediately contacted the breeder by phone and told him that we wanted to return the dog and he asked that I email him the request

which I did (see attached). After no response for the day and him no longer picking up the calls from my number, I tried to call him from my job. He answered, finally and told me he was with a customer and promised to call me back. I never heard back from him. He did not respond to any communication whatsoever. I reviewed the contract with Duvera Financial dba XXXX XXXX and it said refunds must be given through the merchant. I notified XXXX on many occasions telling them what was going on, and to see if they could help me with no luck. I had no choice to continue to pay them as not to ruin my credit history, all while trying to save a dog paying thousands dollars in veterinarian bills. I paid XXXX for a year up until the dog passed away. It tore my family apart losing the dog. My children were especially devastated. ... I only borrowed {\$2200.00} and it is reporting I owe {\$5500.00} on my credit report due to interest.... I have already paid for a year, plus {\$800.00} cash to even purchase the dog, plus thousands of dollars in veterinarian bills to only have the dog pass away. All parties should be held accountable for this transaction not just my family and myself.”

Source: CFPB #3876801

GEORGIA

6. Payments unexpectedly double for Georgia consumer with 180% interest puppy loan

“I purchased a puppy from XXXX and of course I financed the puppy. XXX ran my credit and came back immediately saying I was financed. What they didn't tell me was that Easy Pay Finance charges 180% interest. The very next day Easy Pay Finance called me and said my payments were wrong. I originally was supposed to pay \$175 but they changed the payment to \$294. My puppy was supposed to cost \$2500 now cost almost \$7000 through Easy Pay. Do not now or ever use this company. They sent me a statement saying that I could use their website but I cannot get into the site. This company is a HUGE ripoff!”

Source: Ripoff Report #1363992

ILLINOIS

7. Balance increases, not decreases, and one missed payment forces Illinois consumer to make interest-only payments

“I had a schedule payment on June 8th due to my check no be in deposit on time when they try to collect the payment it was decline..A rep called me and told me so I ask her for 10min to deposit money so she could try to collect again she said they could only try to collect once but then she said I can collect thru your CVS code i said ok then I called to ask for my remainder balance and is 2400 not to mention that all I borrowed was 1900 wich after the 300 and 291 that we're collect all I owe them was 1309 now they are telling me since the payment was decline but was actually payed that day after I deposit money my 591 i gave was going only toward interest now idk how I am going to pay those 2400 is more than whay my loan was so they are telling me thay basically my 591 were just given to them.”

Source: Ripoff Report #1378328

KANSAS*

8. Puppy loan with no interest actually cost 151% in Kansas City (66103)

"I entered a loan with XXXX (Duvera). . .when purchasing a puppy. . .The details were {\$2500.00} loan with \$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 {\$2400.00} while I have paid {\$1500.00} and they have charged me for {\$1400.00} in interest. This is not correct and I was informed multiple times there was no interest. I have called XXXX and they have said they can do nothing about the interest accumulated and were very difficult to even talk to. I told them that I was told there was no interest when agreeing and asked what can I do to finish paying off my loan with no interest like we agreed upon. I am unsure what to do now. I want to pay off the remaining {\$900.00} I owe on my loan but will not pay the {\$1500.00} plus in interest that was never talked about or agreed upon."

Source: CFPB #2826629

NEVADA*

9. Las Vegas (89074) military consumer asks "Where are consumer protections?" after "insane and illegal" interest and negative impact on credit report even after paid in full

"[I] utilized small loan service Duvera to assist purchasing a puppy with an understanding I would have until XX/XX/2020 to satisfy the amount due. Duvera assigned the loan to XXXX. XXXX applied an appalling amount of interest to the loan. In my constant calls they were unwilling the allow me to satisfy the account so that they could continue to charge insane and illegal amount of interest daily. Once I finally had satisfied the account, they continue to report me as having a monthly payment and balance due. I have called and again they are unwilling to assist by updating their reporting to the bureaus. I am requesting all interest refunded, and credit reporting updated to reflect as paid in full/satisfied. This reporting continues to negatively impact on my ability to receive credit. This company is engaged in continual predatory lending practices, and are acting maliciously against me. They need to be closed down! Where are consumer protections?"

Source: CFPB #4078227

10. Nevada active-duty servicemember to Duvera (EasyPay): "I'm fighting for your right to rip off hardworking American people!"

"I wanted to get my kids a puppy. We found the perfect dog at a puppy store. they were asking \$800. I didn't have that kind of money on hand so we had decided not to get her that is until they offered to finance us through DUVERA. The pet store misled me on how much I would be financed on and when I reviewed my contract I found that this finance company was attempting to charge me an interest rate of 189%. I immediately called my military instillation's legal office. I went over a few different legal acts that were set into place to protect active duty military personnel from predatory lenders. I emailed DUVERA and they called me back and basically told me very rudely that they didnt care of I was active duty or that the laws set in place forbid them from charging me over 36% interest. They found a loop hole and will continue to charge

me what they please. I am still trying to figure out if my legal office can help me but I am completely ashamed of this company. They are true scam artists and the woman who called to let me know they found a loop hole was very rude and had a bad attitude. I hope the sleeze people who run and work for this company have a great christmas. my family sure wont considering, out of an \$800 loan I will end up paying out \$2,400 which will put \$1,600 in this companies pocket. Your welcome! I'm fighting for your right to rip off hardworking American people DUVERA!"

Source: Ripoff Report #1257948

NEW JERSEY

11. Salem County (08098) resident buys cocker spaniel, later learns the interest rate is 5x times higher than New Jersey's state rate cap.

"I went into XXXX XXXX in hopes of purchasing a cocker spaniel. I could not afford the price they were charging so they offered to finance the dog. I filed the paperwork for the loan using their in house lending agent. After filing the paperwork and reviewing it I found that I am being charged 151.97 % which is five times the legal limit of 30 % that can be charged in New Jersey as per Section 2C:21-19 - Wrongful credit practices and related offenses."

Source: CFPB #3124661

12. Salem County (08079) resident finds balance on dog loan increasing due to high interest despite on-time payments.

"(I) signed for a loan through a pet store to replace my wife's deceased dog. Original amount was XXXX. In 8 months I have paid about XXXX dollars on the principal balance. Interest is XXXX percent. If I paid within three months of signing I would have paid the principal plus XXXX dollars and would be charged no interest. Some things happened that didnt allow me to do that so the interest started and so far Ive paid XXXX dollars and sill owe XXXX. Every payment has been made on time."

Source: CFPB #3398610

13. A high interest loan to buy a puppy for their daughter chewed a hole in this Cranford (07016) parent's credit report.

"I borrowed money to complete an expensive purchase of a pet for my daughter! They took application at the pet store. They let me have {\$1800.00} loan They said I could pay loan in 90 days without penalty or interest. I tried to pay the loan and they said that I missed 2 payments so the loan went into default and that I owed almost twice the amount of original loan in fees and interest!

"I contacted them and they insisted that I owed the money ; and that I could do nothing! Now they have another entity trying to collect the debt and in less than 14 months the debt has been reported to 2 of the credit agencies as over {\$5000.00} They reported several times with variations to account number and totally different dollar amounts so the agency has lowered credit scores over 100points because of multiple violations or debts.

“The agency reporting the debt has not verified the debt and its been over 65 days since we requested proof or verification of debt. The companies name is DUVERA FINANCIAL.”

Source: CFPB #3389870

14. “I feel like I’m being scammed” says Salem County (08069) resident on the hook for illegal 129.97% interest for dog purchase.

“(I) called company and was polite with them about their interest loan of 129.97 % and asked them how they could charge me that, which I believe is illegal in NJ to charge on a dog I had finance in XXXX nj.m, at XXXX XXXX which use XXXX as their company to finance pets. They guy said it is not illegal to charge me that and wouldnt do anything for me, even if I made all my payments on time and never late. The dog would be payed off already but the interest rate is 129.97 % Im not understanding how that is even possible and I feel like Im being scammed.”

Source: CFPB #3124593

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

¹ The CFPB’s complaints database uses the “servicemember” tag for complaints submitted by or on behalf of a servicemember, the spouse or dependent of a servicemember, and anyone who previously served and is a veteran or retiree.