



**National  
Consumer Law  
Center**

NATIONAL HEADQUARTERS  
7 Winthrop Square, Boston, MA 02110  
(617) 542-8010

WASHINGTON OFFICE  
Spanogle Institute for Consumer Advocacy  
1001 Connecticut Avenue, NW, Suite 510  
Washington, DC 20036  
(202) 452-6252

**NCLC.ORG**

February 27, 2026

By email to [Comments.applications@chi.frb.org](mailto:Comments.applications@chi.frb.org)

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

Re: Application of Enova International to become a bank holding company, 91 Fed. Reg.  
3725 (Jan. 28, 2026)

Dear Mr. McDonough,

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 Enova International to acquire Grasshopper Bank, NA and become a bank holding company. 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.

The Federal Reserve Board (“Board”) should deny Enova’s application to become a bank holding company. At a time when President Trump is supporting a 10% interest rate limit on credit cards and national attention is focused on the affordability crisis, the Administration should not embark on the unprecedented step of approving a national bank dedicated to unaffordable lending at well over 100% APR with charge-offs over 50%. The proposed bank and holding company would not meet the conveniences and needs of communities and instead would harm them.

Through its CashNetUSA and NetCredit brands, Enova makes installment loans and lines of credit in the thousands of dollars at rates that reach 100% to 300% APR. It has extremely high charge-offs and a predatory, highly deceptive business model that traps consumers in unaffordable loans. Enova’s application is transparent that it wants a bank charter so that it can offer those predatory rates nationwide, moving the bank from New York, which limits interest rates, to Utah, which does not. The high charge-offs and abusive lending practices that characterize Enova’s lending would not be tolerated in traditional bank lending and should be grounds for denying an application to become a national bank.

Enova also appears to be planning to use its bank to facilitate rent-a-bank lending by other predatory lenders. The application states: “The resulting Bank will focus on consumer and small business lending, retail-deposit gathering, and a proven BaaS [banking-as-a-service] model.”<sup>1</sup> It

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<sup>1</sup> Application to the Office of the Comptroller of the Currency (1) For Prior Approval Of Enova Interim Bank, National Association to Acquire by Merger Grasshopper Bank, National Association, etc. at 12 (Jan. 16, 2026). Banking-as-a-service (BaaS) is the practice of banks allowing their services to be integrated into the

would break new ground to have a national bank involved in 100%+ APR rent-a-bank lending, providing further grounds to deny the application.

Approval of this application would deeply injure and threaten the national bank charter. It would undermine the integrity of the national bank charter and could open the floodgates to predatory lending. National banks as a whole could suffer, as it may lead to a growing consensus to end the preemption powers that national banks depend on.

Loans at the high rates, 100% APR and above, that Enova presently charges have high risks that endanger both the lender and the borrower, as described at great length in our 2024 comments on the risks of bank-fintech partnerships.<sup>2</sup> They pose 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. Enova's lending program also violates the interagency small dollar loan guidelines approved during President Trump's first term.

The Office of the Comptroller of the Currency (OCC) has historically maintained lending standards that have kept national banks out of triple-digit APR predatory lending. It would be a departure from those standards if the OCC and the Board were to permit the creation of a 100%+ APR national bank and bank holding company. A national bank charter is a privilege, not a right. Enova's lending is not responsible, safe or sound and should not be allowed under a national bank charter.

The application should be denied.

## **1. Enova's High-Cost Business Model**

Enova operates through several brands. In these comments, we focus on two brands that offer consumer loans in the United States: CashNetUSA and NetCredit.<sup>3</sup> Other commenters may raise concerns about Enova's small business lending through On Deck.

CashNetUSA offers lines of credit and installment loans through state licenses, only in states that permit high-cost lending. It discloses APRs of 229% and 299%.<sup>4</sup> Those rates may actually be understated, as CashNetUSA charges a 15% cash advance fee on each advance that may not be fully accounted for in the APR.

CashNetUSA's website<sup>5</sup> gives an example of a \$600 loan with the consumer making biweekly payments of about \$100 over 7.5 months, and a disclosed APR of 299%. The consumer would pay \$1453.11, nearly three times the amount of the loan, over the 7.5-month term. It is unlikely that many consumers with the poor credit that leads them to CashNetUSA to borrow \$600 would be able to sustain payments of \$100 every two weeks for 7.5 months.

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banking or financial services offered by nonbank third-party businesses. While BaaS can be used for legitimate products, it can also be used for evasions. For example, origination of loans by banks for nonbank lending programs to enable the non-banks to evade interest rate caps is a form of BaaS.

<sup>2</sup> [Comments](#) of National Consumer Law Center (on behalf of its low-income clients) et al. on Request for Information on Bank-Fintech Arrangements Involving Banking Products and Services Distributed to Consumers and Businesses to Department of the Treasury, Office of the Comptroller of the Currency [Docket No. OCC-2024-0014] (Oct. 30, 2024) ("2024 NCLC Bank-Fintech Risks Comments"), attached as Exhibit B.

<sup>3</sup> <https://www.enova.com/brands/>.

<sup>4</sup> See, e.g., <https://www.cashnetusa.com/rates-and-terms/alabama> (last visited 2/16/2026) (In Alabama, CashNetUSA offers lines of credit of \$2,000 to \$3,000 with an APR between 229% and 299% APR. In addition, there is a cash advance fee of 15% of the advance).

<sup>5</sup> <https://www.cashnetusa.com/rates-and-terms/alabama>.

NetCredit offers lines of credit and installment loans at rates up to 99.99% APR both in states that allow those high rates and in the vast majority of states that do not. In the latter case, NetCredit operates through a rent-a-bank scheme using one of two state-chartered banks, either Republic Bank and Trust Company of Kentucky or Capital Community Bank of Utah.

For NetCredit's installment loans, Enova discloses an APR range of 34.99% to 99.99%.<sup>6</sup> For NetCredit's 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.<sup>7</sup> The lender's website does not disclose how this fee is calculated, except to say that it "will vary based on your Billing Cycle (date determined by your billing frequency), your credit worthiness at the time of your application, the creditor to which your application is assigned, and your Cash Advance balance at the end of your billing cycle."<sup>8</sup>

This description gives a borrower no usable information about how much the charge will be. Moreover, without better information about the amount of the fee, even a consumer law expert cannot calculate the APR. However, NetCredit's website provides an example of a line of credit that gives some indication of the magnitude of the fees it charges: a \$1,000 cash advance in which the borrower is charged a \$50 "Statement Balance Fee" as part of his biweekly payment. (The other component of the biweekly payment is 2.5% of the balance). For a \$1,000 cash advance, the APR is likely well over 100%.

## 2. Enova's Risky, Unsafe and Unsound Lending

Appropriate underwriting for ability to repay is a core requirement of safe, sound and responsible lending.<sup>9</sup> Yet an analysis of Enova's public filings by The Pew Charitable Trusts has shown that Enova has shockingly high annualized net charge-off rates over 50%.<sup>10</sup> Charge-off rates at that level show per se unsafe and unsound practices and should not be allowed for a national bank. 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.

Enova targets borrowers with bad credit.<sup>11</sup> Enova's business model is clearly not based on making affordable, sustainable loans the borrower can repay. Trapping borrowers in debt through automated repayments and frequent refinancing rather than on-time payments is the basis of its profit model. Enova can make a profit as long as it receives payments for a period of time even if the borrower eventually defaults; in fact, some high-cost lenders even prefer borrowers who default over those who have the capacity to repay and may repay early.<sup>12</sup> A recent report on

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<sup>6</sup> See, e.g., <https://www.netcredit.com/rates-and-terms/alaska> (last visited 2/16/2026) (select "Personal Loan").

<sup>7</sup> See *id.* (select "Line of Credit").

<sup>8</sup> *Id.* (select "Lines of Credit").

<sup>9</sup> National Consumer Law Center, [Federal Ability-To-Repay Requirements for Small Dollar Loans \(Nov. 1, 2021\)](https://www.nclc.org/resources/federal-ability-to-repay-requirements-for-small-dollar-loans/), <https://www.nclc.org/resources/federal-ability-to-repay-requirements-for-small-dollar-loans/>.

<sup>10</sup> See Alex Horowitz & Chase Hatchett, Pew Charitable Trusts, [Rent-a-Bank Payday Lenders' New Filings Show 55% Average Loss Rates](https://www.pewtrusts.org/en/research-and-analysis/articles/2023/01/09/rent-a-bank-payday-lenders-new-filings-show-55-average-loss-rates) (Jan 9, 2023), <https://www.pewtrusts.org/en/research-and-analysis/articles/2023/01/09/rent-a-bank-payday-lenders-new-filings-show-55-average-loss-rates>. The latest report for which Enova reports a full year's worth of data appears to be consistent with this study: Enova had a charge-off rate of 52% (\$785.317 million in net charge-offs on average consumer loans outstanding of \$1.51 billion). See Enova, Annual Report, Year in Review (2024) at 77 ("Balance at beginning of period" and "Balance at end of period"), <https://ir.enova.com/annual-report-and-proxy-statement>.

<sup>11</sup> NetCredit, [Bad Credit Loans](https://www.netcredit.com/bad-credit-loans). See if you're eligible for a loan that works for you (last visited 2/18/2026), <https://www.netcredit.com/bad-credit-loans>.

<sup>12</sup> National Consumer Law Center, [Misaligned Incentives: Why High-Rate Installment Lenders Want Borrowers Who Will Default](https://www.nclc.org/resources/misaligned-incentives-why-high-rate-installment-lenders-will-default) (July 2016), <https://www.nclc.org/resources/misaligned-incentives-why-high-rate-installment-lenders-will-default>

another high-cost lender similar to Enova shows how refinancing can disguise defaults and perpetuate unaffordable lending while having staggering default rates.<sup>13</sup> This type of high-cost lender often targets struggling consumers with marketing aimed at those with bad credit.

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,<sup>14</sup> 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 Enova's, and especially the lines of credit that have incredibly opaque and deceptive pricing, can violate laws against unfair, deceptive or abusive practices in a number of ways,<sup>15</sup> 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 and accelerate costs
- Unconscionable pricing

To the extent that Enova Bank is used to facilitate rent-a-bank lending by other predatory lenders, lending through third parties poses another layer of high risk.<sup>16</sup>

It is not surprising that Enova's lending programs have generated numerous complaints to the Consumer Financial Protection Bureau (CFPB)--over 1,000 in the past three years. Complaints have accelerated in the past three years:<sup>17</sup>

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[want-borrowers-who-will-default/](#); Proposed Statement of Decision After Court Trial, De La Torre v. CashCall, No. 19CIV01235 (Sup. Ct. Cal. Nov. 17, 2022).

<sup>13</sup> Center for Responsible Lending, [Lost Opportunities: How OppFi Traps Borrowers in Unaffordable Debt](#) (Jan. 27, 2026), <https://www.responsiblelending.org/research-publication/lost-opportunities-how-opffi-traps-borrowers-unaffordable-debt>.

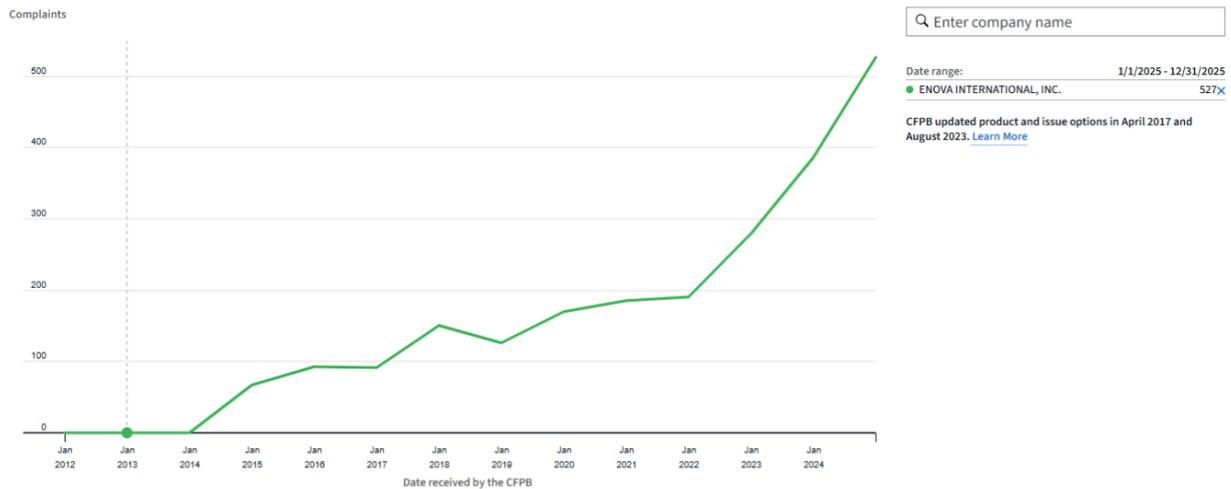
<sup>14</sup> 2024 NCLC Bank-Fintech Risks [Comments](#), *supra*, at 42-62.

<sup>15</sup> *See id.* at 46-55.

<sup>16</sup> *See id.* at 18-37, 43-46.

<sup>17</sup> Complaints against Enova International received by the CFPB Dec. 1, 2011 to Feb. 16, 2025, <https://www.consumerfinance.gov/data-research/consumer-complaints/search/?chartType=line&company=ENOVA%20INTERNATIONAL%2C%20INC.&dateInterval=Year&date>

## Complaints Regarding Enova Received by CFPB



In 2023, we detailed many of the complaints against Enova in connection with the Community Reinvestment Act examination of Enova’s partner bank.<sup>18</sup> Complaints about lending without ability to repay, deceptive practices, and other practices have continued unabated. The top complaints against Enova are ones that signal irresponsible lending and deceptive practices:

- Charged fees or interest you didn’t expect
- Struggling to pay your loan
- Attempts to collect debt not owed
- Incorrect information on your credit report
- Improper use of your report<sup>19</sup>

It is clear from the complaints that many borrowers feel deceived about the interest rates, cannot afford to pay off their loans, and are frustrated that their payments go almost entirely to interest and are not reducing the principal. A sampling of recent complaints against Enova are attached as Attachment A. Here are just a few of the more recent complaints:

### ***Virginia borrower:***

I am filing a complaint against NetCredit and its banking partner ... Bank regarding their Open-End Line of Credit, which I believe is structured in a predatory and deceptive manner, resulting in excessive and unaffordable interest payments.

[Range=All&date\\_received\\_max=2026-02-16&date\\_received\\_min=2011-12-01&has\\_narrative=true&lens=Company&searchField=all&subLens=product&tab=Trends.](#)

<sup>18</sup> See Coalition Comments to FDIC Regarding Community Reinvestment Act exam of Republic Bank & Trust of Kentucky at 9-14 [FDIC Should Downgrade Three Banks Engaged in Predatory “Rent-a-Bank” Lending](#) (Mar. 30, 2023), <https://www.nclc.org/fdic-should-downgrade-three-banks-engaged-in-predatory-rent-a-bank-lending/> (Republic Bank CRA Examination Comments).

<sup>19</sup> See [https://www.consumerfinance.gov/data-research/consumer-complaints/search/?chartType=line&company=ENOVA%20INTERNATIONAL%2C%20INC.&dateInterval=Year&dateRange=3y&date\\_received\\_max=2026-02-16&date\\_received\\_min=2023-02-16&has\\_narrative=true&lens=Product&searchField=all&subLens=issue&tab=Trends.](https://www.consumerfinance.gov/data-research/consumer-complaints/search/?chartType=line&company=ENOVA%20INTERNATIONAL%2C%20INC.&dateInterval=Year&dateRange=3y&date_received_max=2026-02-16&date_received_min=2023-02-16&has_narrative=true&lens=Product&searchField=all&subLens=issue&tab=Trends)

Since the beginning of this year alone, I have paid approximately {\$1600.00} in fees and interest, and I have paid even more in prior years. This credit product was marketed as a flexible line of credit, but in reality, it traps borrowers into a cycle of debt through a fee structure that functions as an outrageously high and unregulated APR.

This is not a traditional interest-bearing loan. Instead, NetCredit charges a Statement Balance Fee every biweekly period based on the size of the outstanding balance. Here is how it works, according to their contract: For example, if your balance is {\$2500.00} to {\$2600.00}, they charge a {\$130.00} fee every XXXX weeks.

That means in a year ( XXXX biweekly periods ), a borrower at that level would pay {\$3300.00} in fees alone which exceeds the original loan amount.

This fee structure mimics a triple-digit APR in practice but skirts interest rate limits by categorizing the cost as fees instead of interest.

The contract even includes a HIGH-COST CREDIT DISCLOSURE admitting that this is an expensive form of credit not suited for long-term use. Despite this, there are no meaningful safeguards in place to stop borrowers from accumulating year after year of fees without materially reducing the principal.

I believe this structure is intentionally deceptive, excessively burdensome, and in violation of consumer protection principles. While they claim compliance by using a XXXX bank ( XXXX Bank ), I live in XXXX, where excessive interest and disguised interest charges are prohibited. This appears to be another example of a rent-a-bank scheme, where lenders use a bank charter in another state to bypass local consumer protections.<sup>20</sup>

***Kentucky borrower:***

I took out a personal loan from ... ( Enova International ) in 2022. The original loan amount was approximately {\$8100.00}. Despite making numerous payments totaling well over the original balance, my current balance is now listed as \$ XXXXXXXX more than double the original loan.

The terms of this loan were extremely predatory, and the interest and fees have grown the balance to an unmanageable and unreasonable amount. XXXX has refused to work with me to reduce or settle the debt despite repeated attempts on my part to negotiate a fair resolution.

The company is not willing to offer any reasonable payment plan, interest freeze, or hardship consideration, and continues to report missed payments and a growing balance to the credit bureaus. My payment history shows only 8 % on-time payments, but this is due to the impossible terms and unaffordable monthly payments that have done nothing to reduce the principal...<sup>21</sup>

***Missouri borrower:***

... I am filing a formal complaint against NetCredit regarding a second personal loan they issued to me under unaffordable and predatory terms. NetCredit approved me for a loan of {\$2900.00} despite only modestly improved income of {\$3900.00} per month. The required

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<sup>20</sup> Complaint # 13476563 (May 12, 2025).

<sup>21</sup> Complaint # 13084771 (Apr. 20, 2025).

payment of {\$190.00} every two weeks represents a significant burden on my budget and has caused financial strain.

Despite making regular payments, the loan has now ballooned to {\$8100.00}, nearly three times what I originally borrowed. This is clear evidence of a deceptive and exploitative lending structure that is designed to trap borrowers in long-term debt. NetCredit again failed to responsibly evaluate my ability to repay, and approved this loan based on income alone without accounting for my existing obligations or financial situation.

Additionally, this loan has negatively affected my credit standing and overall financial health, further preventing access to fair, affordable credit options.<sup>22</sup>

***Florida borrower:***

I opened a personal line of credit with NetCredit ... and have paid over {\$1600.00} in fees this year alone significantly more than I initially borrowed. The account is advertised as interest-free, but the fees function like extremely high interest and have become unaffordable.

Every month I'm charged a \$ XXXX statement balance fee, which prevents me from making progress on the balance and creates a cycle of debt. I contacted NetCredit to ask for a hardship plan, settlement, or payment reduction. They stated that no hardship or settlement options exist for this product, even though I'm facing financial hardship and can no longer afford to continue payments under this structure.

I believe the fee structure is excessive and predatory, especially as the fees are charged monthly regardless of my payment behavior. The lack of flexibility or hardship relief is concerning and has caused significant financial distress.<sup>23</sup>

The evidence is clear that Enova's lending programs absolutely should not be permitted by a national bank.

**3. The OCC Has Historically Kept National Banks Out of Predatory 100% APR Loans and the Administration Should Not Change Course Now**

Predatory lenders have long coveted the privileges of bank charters. For decades, payday lenders and high-cost installment lenders have attempted to evade state interest rate limits by using rent-a-bank schemes to launder their loans through banks.

While some payday lenders originally partnered with national banks, the OCC (and, years later, the FDIC) shut them down. Predatory lenders then shifted to rent-a-bank installment loans, but the banks enabling those loans have been almost exclusively state-chartered. The National Consumer Law Center has a "High-Cost Rent-a-Bank Loan Watch List" that tracks rent-a-bank schemes charging 100% APR or more.<sup>24</sup> The only banks on that list are state-chartered banks.

To our knowledge, since national banks exited the rent-a-bank payday loan business over two decades ago, only two OCC-regulated banks briefly facilitated high-cost rent-a-bank lending. Axos Bank enabled World Business Lenders to make egregiously predatory and deceptive small business loans up to 268% APR.<sup>25</sup> Stride Bank was involved with a pilot program with CURO

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<sup>22</sup> Complaint # 13476201 (May 13, 2025).

<sup>23</sup> Complaint # 14620745 (July 13, 2025).

<sup>24</sup> 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/) (Sep. 26, 2024), <https://www.nclc.org/resources/high-cost-rent-a-bank-loan-watch-list/>.

<sup>25</sup> <https://consumerfed.org/wp-content/uploads/2021/04/Small-Business-RAB-Brief-FINAL-1.pdf>.

offering 179% APR installment loans. But both lending programs ended, apparently due to appropriate oversight from the OCC. While we are aware of, and concerned about, national banks that have partnerships with nonbank lenders offering loans above state rate caps but below 36%,<sup>26</sup> those banks are not engaged in the kind of predatory lending that Enova is.

Even while proposing a rule – overturned by Congress on a bipartisan basis – that we feared would permit nonbanks like Enova to hide behind a national bank charter, the OCC emphasized that national banks may not engage in unaffordable lending:

[T]he 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.<sup>27</sup>

The OCC noted that potentially unlawful 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 refinancings that result in little or no economic benefit to the borrower that are undertaken with the primary or sole objective of generating additional fees).<sup>28</sup> The OCC stated that policies and procedures should be designed to ensure clear and transparent disclosure of the terms of the loan, including relative costs, risks, and benefits of the loan transaction, to mitigate the risk that a transaction could be unfair or deceptive.<sup>29</sup>

Similarly, the Interagency Guidance for Responsible Small-Dollar Loans approved during President Trump’s first term includes guidance 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.<sup>30</sup>

Enova’s lending programs do not meet the laws and standards expected of national banks and it should not be allowed to become a bank holding company. Enova targets borrowers who cannot afford the credit on the terms being offered, provides deceptive disclosures on the true cost and

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<sup>26</sup> While appropriate for a small loan, 36% is a very high rate for large loans and can be quite unaffordable. See NCLC, *Larger Loans Need Lower Rates: A 50-State Survey of the APRs Allowed for a \$10,000 Loan* (Mar. 6, 2024), <https://www.nclc.org/resources/larger-loans-need-lower-rates-a-50-state-survey-of-the-aprs-allowed-for-a-10000-loan/>.

<sup>27</sup> 85 Fed. Reg. 68,742, 68,746 (Oct. 30, 2020) (citations omitted).

<sup>28</sup> *Id.*

<sup>29</sup> *Id.*

<sup>30</sup> 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), <https://www.fdic.gov/news/press-releases/2020/pr20061a.pdf>.

risks and, almost certainly, with a history of a charge-off rate over 50%,<sup>31</sup> has a very low percentage of customers successfully repay their loans in accordance with the original terms. Instead, they either default or refinance, and likely many of those whose loans are refinanced eventually default.

These are not minor problems around the edges that can be fixed with oversight. They are a feature, not a bug, of Enova's high-cost lending and cannot be reformed without completely reinventing Enova's business model. The Administration should simply not charter a national bank and associated bank holding company that do not live up to national bank standards. These practices would not be tolerated in traditional bank lending and should not be tolerated in a new national bank.

#### 4. Enova Has a History of Legal Violations

It is also noteworthy that Enova also has a history of legal violations. In 2019, during the first Administration of President Trump, the CFPB required Enova to pay a \$3.2 million civil money penalty for debiting consumers' bank accounts without authorization.<sup>32</sup> The consent order, among other things, barred Enova from making or initiating electronic fund transfers without valid authorization.

But Enova violated that consent order. In 2023, the CFPB fined Enova \$15 million for withdrawing funds from consumer accounts without consent, including repeat violations involving unauthorized changes to payment authorizations purchased from lead generators.<sup>33</sup>

This is just one more piece of evidence that Enova's lending practices are too risky and too predatory for a national bank.

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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 100% to 300% APR 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. Enova's application should be denied.

Thank you for considering these comments.

Yours truly,



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

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<sup>31</sup> See § 2, *supra*.

<sup>32</sup> Consumer Financial Protection Bureau, Press Release, [Consumer Financial Protection Bureau Reaches Settlement with Enova International, Inc.](https://www.consumerfinance.gov/about-us/newsroom/consumer-financial-protection-bureau-reaches-settlement-enova-international-inc/) (Jan. 25, 2019), <https://www.consumerfinance.gov/about-us/newsroom/consumer-financial-protection-bureau-reaches-settlement-enova-international-inc/>.

<sup>33</sup> Consumer Financial Protection Bureau, Press Release, [CFPB Fines Repeat Offender Enova \\$15 Million for Violating Order, Deceiving Customers, and Withdrawing Funds Without Consent](https://www.consumerfinance.gov/about-us/newsroom/cfpb-fines-repeat-offender-enova-15-million-for-violating-order-deceiving-customers-and-withdrawing-funds-without-consent/) (Nov. 15, 2023), <https://www.consumerfinance.gov/about-us/newsroom/cfpb-fines-repeat-offender-enova-15-million-for-violating-order-deceiving-customers-and-withdrawing-funds-without-consent/>.