

**UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU**

ADMINISTRATIVE PROCEEDING
File No. 2023-CFPB-0013

In the Matter of:

Citibank, N.A.

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) has reviewed the practices of Citibank, N.A. (Respondent, as defined below) related to considering applications for certain private-label and co-branded consumer credit cards, and has identified the following violations of law from at least 2015 through 2021:

- 1) Respondent engaged in a pattern or practice of discrimination against certain applicants based on Armenian national origin in violation of the Equal Credit Opportunity Act (ECOA), 15 U.S.C. § 1691(a), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9);
- 2) Respondent failed to provide applicants with an accurate and adequate statement of the specific reasons for the adverse action when the applicant was denied based on Armenian national origin in violation of ECOA, 15 U.S.C. § 1691(d), and Regulation B, 12 C.F.R. § 1002.9(a)-(b); and

3) Respondent violated the Consumer Financial Protection Act of 2010 (CFPA) by violating ECOA, 12 U.S.C. §§ 5481(12)(D), (14), 5536(a)(1)(A), 15 U.S.C. § 1691c(b). Under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

I.

Overview

1. From at least 2015 through 2021, it was Respondent's pattern or practice to apply extra scrutiny to, negatively assess, and often deny certain credit card applications based on Armenian national origin.
2. Respondent employees used the applicant's last name ending in -ian or -yan, especially if the applicant's address was in or around Glendale, California, to identify for discriminatory treatment applicants they associated with Armenian national origin.
3. Respondent employees suspected that applicants with last names ending in -ian or -yan, especially if the applicant's address was in or around Glendale, California, were more likely to commit fraud and referred to them as "bust outs" because the employees perceived them as likely to incur significant charges and then "bust out," meaning they would leave the country or otherwise not pay off the charges. Some Respondent employees referred to

these applicants as “Armenian bad guys” or the “Southern California Armenian Mafia.”

4. As a result of Respondent’s pattern or practice of discrimination, Respondent more frequently denied credit to applicants based on Armenian national origin, as compared to other similarly situated applicants. Respondent’s pattern or practice of discrimination is not explained by a legitimate, non-discriminatory reason.
5. This pattern or practice of discrimination affected credit card applicants, including those seeking a new credit card or a credit line increase on an existing credit card, who were subject to manual underwriting by Respondent’s Citi Retail Services unit.

II.

Jurisdiction

6. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, and ECOA, 15 U.S.C. § 1691c(a)(9).

III.

Stipulation

7. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated November 3, 2023 (Stipulation), which is

incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau's jurisdiction over Respondent and the subject matter of this action.

IV.

Definitions

8. The following definitions apply to this Consent Order:
 - a. "Adverse Action" means:
 - i. a refusal to grant credit in substantially the amount or on substantially the terms requested in an Application unless Respondent makes a counteroffer (to grant credit in a different amount or on other terms) and the applicant uses or expressly accepts the credit offered;
 - ii. a termination of a Credit Card account or an unfavorable change in the terms of a Credit Card account that does not affect all or substantially all of a class of Respondent's accounts; or
 - iii. a refusal to increase the amount of credit available to an applicant who has made an Application for an increase.

“Adverse Action” does not include:

- i. a change in the terms of an account expressly agreed to by an applicant for a Credit Card;
- ii. any action or forbearance relating to a Credit Card account taken in connection with inactivity, default, or delinquency as to that account;
- iii. a refusal or failure to authorize a Credit Card account transaction at point of sale or loan, except when the refusal is a termination or an unfavorable change in the terms of a Credit Card account that does not affect all or substantially all of a class of Respondent’s Credit Card accounts, or when the refusal is a denial of an Application for an increase in the amount of credit available under the Credit Card account;
- iv. a refusal to extend credit because applicable law prohibits Respondent from extending the credit requested; or
- v. a refusal to extend credit because Respondent does not offer the type of credit or credit plan requested.

12 C.F.R. § 1002.2(c).

- b. “Affected Consumers” includes consumers who applied for a Citi Retail Services Credit Card between January 1, 2015, and December

31, 2021, and are identified by the Bureau as having been denied a Citi Retail Services Credit Card based on national origin discrimination.

- c. “Affiliate” means any entity that is involved in underwriting private-label or co-branded consumer credit cards that Respondent issues.
- d. “Application” means an oral or written request for an extension of credit or for an increase to the authorized credit line, including for a Credit Card or Citi Retail Services Credit Card, that is made in accordance with procedures used by Respondent for the type of credit requested. 12 C.F.R. § 1002.2(f).
- e. “Board” means Respondent’s duly elected and acting Board of Directors.
- f. “Citi Retail Services” means Respondent’s Retail Services business unit, and any other name by which it may be identified.
- g. “Citi Retail Services Credit Card” means a private-label or co-branded consumer credit card issued by Respondent, or Respondent’s former wholly owned subsidiary Department Stores National Bank, and managed by Respondent’s Retail Services business unit at any time from January 1, 2015, through December 31, 2021.

- h. “Covered Personnel” means all Respondent employees or agents with authority to approve or deny a Credit Card Application based on Judgmental Review; all Respondent employees or agents who assist or directly supervise such employees or agents, including all employees who have authority to conduct research or request information used to approve or deny a Credit Card Application; and all Respondent employees or agents whose principal job duties involve risk detection, compliance, or fraud prevention related to Credit Cards.
- i. “Credit Card” means any consumer credit card that Respondent issues, including Citi-branded, co-branded, and private-label credit cards.
- j. “Credit Transaction” means every aspect of an applicant’s dealings with Respondent regarding an Application for a Credit Card or Citi Retail Services Credit Card or an extension of credit on an existing Credit Card or Citi Retail Services Credit Card, including but not limited to information requirements; investigation procedures; standards of creditworthiness; terms of credit; furnishing of credit information; revocation, alteration, or termination of credit; and collection procedures. 12 C.F.R. § 1002.2(m).

- k. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- l. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or their delegate.
- m. “Judgmental Review” or “Judgmentally Reviewed” means the process by which a Citi employee or agent manually underwrites a Credit Card Application and approves, denies, or otherwise makes a credit decision.
- n. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section V of this Consent Order.
- o. “Relevant Period” includes from January 1, 2015, through December 31, 2021.
- p. “Respondent” means Citibank, N.A. and its successors and assigns.
- q. “Supervision Director” means the Assistant Director of the Office of Supervision Policy for the Consumer Financial Protection Bureau, or their delegate.

V.

Bureau Findings and Conclusions

The Bureau finds the following:

9. Respondent is a national bank headquartered in New York, New York.
10. As of June 30, 2023, Respondent had \$1.7 trillion in total assets.
11. Respondent is an insured depository institution with assets greater than \$10,000,000,000 within the meaning of 12 U.S.C. § 5515(a).
12. Respondent is a “covered person” under 12 U.S.C. § 5481(6).
13. During the Relevant Period, Respondent issued Citi-branded, co-branded, and private-label credit cards.
14. Respondent is a creditor within the meaning of ECOA, 15 U.S.C. § 1691a(e), and Regulation B, 12 C.F.R. § 1002.2(*l*).

Findings and Conclusions as to Respondent’s Pattern or Practice of Discrimination in Violation of ECOA

15. Since at least 2015 through 2021, Respondent employees charged with Judgmental Review of Citi Retail Services Credit Card Applications routinely applied extra scrutiny to, negatively assessed, and often denied Applications if the applicant’s last name ended in -ian or -yan, especially if the applicant’s address was in or around Glendale, California.

16. Respondent employees considered whether the applicant's last name ended in -ian or -yan, especially if the applicant's address was in or around Glendale, California, in order to identify Applications submitted by an applicant of perceived Armenian national origin.
17. Respondent employees considered applicants with last names ending in -ian or -yan, especially if the applicant's address was in or around Glendale, California, as presenting a high risk of fraud, including because they were perceived as likely to incur significant charges and then "bust out," meaning they would leave the country or otherwise not pay off the charges.
18. Respondent employees took actions that negatively affected applicants for Citi Retail Services Credit Cards and credit line increases with a last name ending in -ian or -yan, especially if their address was in or around Glendale, California, including:
 - a. denying the Application, or approving credit on less favorable terms;
 - b. applying additional scrutiny to the Application, including requiring further information from the applicant such as verification of their income or assets;
 - c. placing a block or a hold on the applicant's account; and

- d. referring the applicant to Respondent's fraud prevention units for further review and a potential account freeze, line decrease, or account closure.
19. Respondent took corrective action against employees if they failed to identify and deny Applications if the applicant's last name ended in -ian or -yan and address was in or around Glendale, California, including action that could affect the agent's performance rating, pay, and authority to approve future Citi Retail Services Credit Card Applications.
20. Respondent supervisors and trainers instructed Respondent employees to conceal their reliance in the credit decision on applicants' last names ending in -ian or -yan and addresses in or around Glendale, California, including by telling Respondent employees not to discuss it in writing or on recorded phone lines.
21. Statistical regression analyses of Citi Retail Services Credit Card data from 2015 through 2021 for Applications referred for Judgmental Review show that Respondent denied Citi Retail Services Credit Card Applications from applicants with a last name ending in -ian or -yan more often than other similarly situated applicants, especially if the applicant also had an address in or around Glendale, California. These national-origin-based disparities in

underwriting Citi Retail Services Credit Cards are statistically significant, meaning they are highly unlikely to have occurred by chance.

22. Respondent did not have a legitimate, non-discriminatory explanation for its pattern or practice of applying extra scrutiny to, negatively assessing, and often denying Applications for Citi Retail Services Credit Cards if the applicant's last name ended in -ian or -yan or address was in or around Glendale, California, and to the extent that Respondent identified purportedly legitimate, non-discriminatory reasons for denying such Applications, those reasons were pretextual justifications for denying the Applications based on the national origin Respondent attributed to the applicant.
23. Respondent's pattern or practice described in this Section discriminated against Citi Retail Services Credit Card applicants in multiple aspects of the Credit Transaction on the basis of national origin in violation of ECOA, 15 U.S.C. § 1691(a)(1), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6.

Findings and Conclusions as to Respondent's Failure to Provide Accurate and Adequate Adverse Action Notices in Violation of ECOA

24. When Respondent denied a Citi Retail Services Credit Card Application based on the applicant's Armenian national origin, Respondent failed to inform the applicant accurately and adequately of the reason for the action in

the adverse action notice as required by 15 U.S.C. § 1691(d) and 12 C.F.R. § 1002.9(a)-(b).

25. For example, in 2016, a Citi employee with authority to approve or deny Citi Retail Services Credit Card Applications messaged another employee, “it’s been a while since I declined for possible credit abuse/YAN—gimme some reasons I can use, or do I need to not worry about it?” The other employee responded with several apparently pretextual reasons the first employee could use. Just one second later, the first employee replied that the application was “declined due to possible credit abuse.”
26. This practice persisted even after concerns about denying applicants based on an address in Glendale were raised by Citi employees. For example, in 2018, a Citi employee sent an email to a group manager of Citi Retail Services and others, asking for advice about how to document adverse action reasons, stating “we can’t tell [customers they are being declined] because they are in Glendale.”
27. Respondent therefore failed to provide a legally compliant statement of the specific reasons for the adverse action that Respondent took against Citi Retail Services Credit Card applicants who it denied based on their Armenian national origin, in violation of ECOA, 15 U.S.C. § 1691(d), and Regulation B, 12 C.F.R. § 1002.9(a)-(b).

Findings and Conclusions as to Respondent's Violations of the CFPA by its Violations of ECOA

28. Respondent's ECOA violations described in Section V also constitute violations of § 1036(a)(1)(A) of the CFPA, 12 U.S.C. §§ 5481(12)(D), (14), 5536(a)(1)(A); 15 U.S.C. § 1691c(b).

VI.

Conduct Provisions

Prohibited Conduct

IT IS ORDERED, under §§ 1053 and 1055 of the CFPA, that:

29. Respondent and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, in connection with offering and providing Credit Cards, may not violate ECOA, 15 U.S.C. § 1691(a), (d), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), 1002.9(a)-(b), and are prohibited from:
- a. engaging in unlawful discrimination in any aspect of the Credit Transaction; and
 - b. failing to provide an accurate and adequate statement of the specific reasons for Adverse Actions taken on Credit Card Applications.

Affirmative Requirements

IT IS ORDERED, under §§ 1053 and 1055 of the CFPA, that:

30. Respondent must take the following affirmative actions in connection with offering and providing Credit Cards:
 - a. establish, implement, and maintain a compliance management system that is reasonably designed to ensure that Respondent's operations comply with ECOA, 15 U.S.C. § 1691(a), (d), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), 1002.9(a)-(b); and
 - b. establish, implement, and maintain policies and procedures to ensure that Respondent's offering and provision of Credit Cards, including its underwriting, account management, risk detection, fraud prevention, and Adverse Action policies and practices, comport with ECOA, 15 U.S.C. § 1691(a), (d), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), 1002.9(a)-(b).

VII.

Compliance Plan

IT IS FURTHER ORDERED that:

31. Within 60 days of the Effective Date, Respondent must create and implement a comprehensive compliance plan designed to ensure that Respondent's offering and provision of Credit Cards comply with ECOA,

15 U.S.C. § 1691(a), (d), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), 1002.9(a)-(b), and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. detailed steps for addressing each action required by this Consent Order;
- b. a mechanism to ensure that the Board is kept apprised of the status of all compliance actions;
- c. monitoring of communications and training materials about Judgmental Review of Credit Card Applications to ensure that Respondent employees and agents do not consider characteristics or information prohibited by ECOA, 15 U.S.C. § 1691(a), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), including at a minimum monitoring of written and oral communications of Respondent employees or agents with authority to approve or deny a Credit Card Application based on Judgmental Review, and all Respondent employees or agents who assist or directly supervise such employees or agents, including all employees who have authority to conduct research or request information used to approve or deny a Credit Card Application;

- d. periodic, but no less than annual, portfolio-wide statistical analysis of credit decision data for Judgmentally Reviewed Credit Card Applications designed to detect discrimination on a prohibited basis in violation of ECOA, 15 U.S.C. § 1691(a), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), including at a minimum analysis designed to detect the discrimination identified in Section V and any additional analysis based on the results of Respondent's monitoring pursuant to Paragraph 31(c);
- e. to the extent that the monitoring or periodic analysis set forth in Paragraph 31(c)-(d) identifies potential discrimination on a prohibited basis in violation of ECOA, 15 U.S.C. § 1691(a), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), within 60 days Respondent must take additional action to identify the root cause of the potential discrimination and take any necessary corrective action, which may include but is not limited to remunerating affected consumers, extending credit that was previously denied, correcting inaccurate or inadequate Adverse Action notices, correcting any inaccurate consumer reporting, and taking any necessary personnel action;
- f. periodic, but no less than quarterly, reporting of Respondent's actions under Paragraph 31(e), including all instances in which Respondent

identified potential discrimination in violation of ECOA and Regulation B, a detailed description of the potentially affected population, Respondent's determination of the root cause of the potential discrimination, and all corrective action taken;

- g. periodic, but no less than annual, training for all Covered Personnel on the requirements of ECOA and Regulation B, and the findings and requirements of this Consent Order, including but not limited to the requirements of 15 U.S.C. § 1691(a), (d), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(b)(1), (9), 1002.9(a)-(b);
 - h. a mechanism to ensure that any Affiliate conducts periodic, but no less than annual, training of all Affiliate personnel with authority to make credit decisions on Respondent Credit Cards. This training must cover the requirements described in Paragraph 31(g); and
 - i. specific timeframes and deadlines for implementation of the steps described above, including to ensure that any new Covered Personnel or other personnel subject to the training requirements in Paragraph 31(g)-(h) receives that training within 30 days of beginning employment in the position requiring such training.
32. Respondent will provide the Compliance Plan to the Bureau within 60 days of the Effective Date.

VIII.

Role of the Board and Executives

IT IS FURTHER ORDERED that:

33. Respondent's Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.
34. Respondent's Chief Executive Officer and the Board must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission.
35. One year after the Effective Date, Respondent must submit to the Supervision Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, the accuracy of which is sworn to under penalty of perjury, and which, at a minimum:
 - a. describes the steps that Respondent's Board and Chief Executive Officer have taken to reasonably assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Consent Order;
 - b. describes in detail whether and how Respondent has complied with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Consent Order, including the manner of verification of such compliance and any corrective actions taken to

remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and

- c. attaches a copy of each Order Acknowledgment obtained under Section XIII, unless previously submitted to the Bureau.

36. Respondent's Board and Chief Executive Officer must:

- a. authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Consent Order;
- b. authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Consent Order; and
- c. require timely reporting by management to the Board and Respondent's Chief Executive Officer on the status of compliance obligations.

MONETARY PROVISIONS

IX.

Order to Pay Redress

IT IS FURTHER ORDERED that:

37. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account \$1,400,000, for the purpose of providing redress to Affected Consumers as required by this Section.
38. Within 45 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

39. The Redress Plan must:
- a. describe how Respondent proposes to remediate Affected Consumers, including how Respondent proposes to identify current mailing addresses and any other effective means for contacting Affected Consumers, which must include, at a minimum, reasonable efforts to identify current addresses prior to mailing redress checks or notification letters and upon receipt of any redress checks or notification letters that are returned as undeliverable;
 - b. specify that Respondent will pay Affected Consumers by direct deposit whenever feasible and otherwise reimburse Affected Consumers by paper check;
 - c. specify that Respondent will provide a notification to Affected Consumers:
 - i. explaining that Respondent's redress payment is based on the Affected Consumer being identified by the Bureau as subject to discrimination based on Armenian national origin and is made in accordance with the terms of this Consent Order;
 - ii. identifying dedicated Respondent contact information (at least telephone and email) for questions about redress; and
 - iii. include an exemplar of this notification letter;

- d. specify a methodology for identifying Affected Consumers who engaged in cases of documented fraud on Respondent, for the purpose of excluding such consumers from the remediation set forth in this Section; and
 - e. in the event that redress to Affected Consumers is less than the amount identified in Paragraph 37, specify a method for providing alternative consumer redress to satisfy Respondent's obligations to pay the redress amount identified in Paragraph 37.
40. Within 30 days of completing the Redress Plan, Respondent must submit to the Bureau a Redress Report detailing the number of consumers and consumer accounts who received redress, the total amount of redress paid to those consumers, and any remainder of funds to be wired to the Bureau pursuant to Paragraph 41.
41. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than the amount identified in Paragraph 37, within 30 days of the completion of the Redress Plan, Respondent must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and the amount identified in Paragraph 37.

42. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.
43. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

X.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

44. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section V of this Consent Order, Respondent must pay a civil money penalty of \$24,500,000 to the Bureau.
45. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.

46. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
47. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
 - a. claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
 - b. seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.
48. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money

penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

XI.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

49. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
50. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
51. Respondent acknowledges that its Taxpayer Identification Number (Employer Identification Number), which Respondent previously submitted to the Bureau, may be used for collecting and reporting on any delinquent

amount arising out of this Consent Order, in accordance with 31 U.S.C. § 7701.

52. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Supervision Director and Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

XII.

Reporting Requirements

IT IS FURTHER ORDERED that:

53. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency

proceeding by or against Respondent; any change to Citi Retail Services or its Credit Card portfolio that would materially affect Respondent's compliance obligations under Paragraph 31 of this Consent Order; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.

54. Within 7 days of the Effective Date, Respondent must:
 - a. designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent; and
 - b. designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order.
55. Respondent must report any change in the information required to be submitted under Paragraph 54 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

XIII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

56. Within 7 days of the Effective Date, Respondent must submit to the Supervision Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
57. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
58. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XII, any future Board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
59. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
60. Within 90 days from the Effective Date, Respondent must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Consent Order titled "Order

Distribution and Acknowledgment” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 59.

XIV.

Recordkeeping

IT IS FURTHER ORDERED that:

61. Respondent must create and retain the following business records:
 - a. all documents and records necessary to demonstrate full compliance with the Compliance Plan, Redress Plan, and each provision of this Consent Order, including all submissions to the Bureau; and
 - b. all documents and records pertaining to the Redress Plan, Compliance Plan, and other requirements of this Consent Order.
62. All documents and records must be maintained in their original electronic format. Data should be centralized, and maintained in such a way that access, retrieval, auditing, and production are not hindered.
63. Respondent must make the documents identified in Paragraph 61 available to the Bureau upon the Bureau’s request.

XV.

Notices

IT IS FURTHER ORDERED that:

64. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, “*In re Citibank, N.A.*, File No. 2023-CFPB-0013,” and send them to the following email: Enforcement_Compliance@cfpb.gov addressed as follows:

ATTN: Supervision Director
Consumer Financial Protection Bureau
Office of Supervision Policy

ATTN: Enforcement Director
Consumer Financial Protection Bureau
Office of Enforcement

XVI.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

65. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondent must provide such information in its or its agents’ possession or control within 14 days of receiving a written request from the Bureau.

XVII.

Compliance Monitoring

IT IS FURTHER ORDERED that:

66. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
67. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section V; or (c) compliance with the Consent Order. The person interviewed may have counsel present.
68. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVIII.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

69. Respondent may seek a modification to non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Supervision Director or Enforcement Director.
70. The Supervision Director or Enforcement Director may, in their discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Supervision Director or Enforcement Director must be in writing.

XIX.

ADMINISTRATIVE PROVISIONS

IT IS FURTHER ORDERED that:

71. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 72. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.
72. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the

practices described in Section V of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.

73. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
74. This Consent Order will terminate on the later of 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent if such action is initiated within 5 years of the Effective Date. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as

though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

75. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
76. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
77. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under §1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
78. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent

Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.

79. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, its Board, its executives, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 7th day of November, 2023.

Rohit Chopra

Rohit Chopra

Director

Consumer Financial Protection Bureau