

UNITED STATES OF AMERICA  
DEPARTMENT OF THE TREASURY  
OFFICE OF THE COMPTROLLER OF THE CURRENCY

In the Matter of:	)	
	)	
MUFG Union Bank, National Association	)	AA-ENF-2023-7
San Francisco, CA	)	
	)	

**CONSENT ORDER**

**WHEREAS**, the Office of the Comptroller of the Currency (“OCC”) has supervisory authority over MUFG Union Bank, National Association, San Francisco, California (“Bank”);

**WHEREAS**, the OCC intends to initiate civil money penalty proceedings against the Bank pursuant to 12 U.S.C. § 1818(i), through the issuance of a Notice of Assessment of a Civil Money Penalty, for engaging in deceptive practices in violation of Section 5 of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. § 45(a)(1).

**WHEREAS**, in the interest of cooperation and to avoid additional costs associated with administrative and judicial proceedings with respect to the above matter, the Bank, by and through its duly elected and acting Board of Directors (“Board”), consents to the issuance of this Consent Order (“Order”), by the OCC through the duly authorized representative of the Comptroller of the Currency (“Comptroller”); and

**NOW, THEREFORE**, pursuant to the authority vested in the OCC by Section 8(i) of the Federal Deposit Insurance Act, as amended, 12 U.S.C. § 1818(i), the OCC hereby orders that:

**ARTICLE I**

**JURISDICTION**

(1) The Bank is an “insured depository institution” as that term is defined in 12 U.S.C. § 1813(c)(2).

(2) The Bank is a national banking association within the meaning of 12 U.S.C. § 1813(q)(1)(A), and is chartered and examined by the OCC. *See* 12 U.S.C. § 1 *et seq.*

(3) The OCC is the “appropriate Federal banking agency” as that term is defined in 12 U.S.C. § 1813(q) and is therefore authorized to initiate and maintain this civil money penalty action against the Bank pursuant to 12 U.S.C. § 1818(i).

## ARTICLE II

### COMPTROLLER’S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

(1) Between at least 2011 and 2021, the Bank stated in account disclosures that all customers of The Private Bank Program would receive certain fee waivers and discounts.

However, during this period, the Bank did not apply these fee waivers and discounts as described and only applied the fee waivers and discounts to certain customers of The Private Bank Program.

(2) Between at least 2005 and 2020, the Bank stated in account disclosures that it would waive or discount the fee for safe deposit box rentals for certain customers. However, during this period, the Bank did not apply the safe deposit rental fee waivers and discounts as described.

(3) Between at least 2013 and 2021, the Bank stated in account disclosures that it would waive monthly service charge fees for deposit accounts under certain conditions, including if the customer had a mortgage with the Bank or if the customer maintained minimum deposit balances across multiple linked accounts. Regarding the customers with mortgages, the disclosures did not state that the eligible customers must affirmatively request their mortgage be linked to their deposit account to receive the monthly service charge fee waiver. Even when

customers requested to link either a mortgage or other deposit account, the Bank did not always implement the requests. Therefore, during this period, the Bank did not apply monthly service charge fee waivers as described.

(4) These incidents were caused by one or more weaknesses in the design or execution of procedures and internal controls within the Bank.

(5) By reason of the foregoing conduct, the Bank engaged in deceptive practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45(a)(1), which were part of a pattern of misconduct and resulted in pecuniary gain to the Bank.

(6) The Bank self-identified these violations of law and is reimbursing customers affected by and is taking appropriate remedial actions to correct these violations.

### **ARTICLE III**

#### **ORDER FOR A CIVIL MONEY PENALTY**

(1) The Bank shall make payment of a civil money penalty in the total amount of fifteen million dollars (\$15,000,000), which shall be paid upon the execution of this Order.

(2) Such payment shall be made by a wire transfer sent in accordance with instructions provided by the OCC and the docket number of this case (AA-ENF-2023-7) shall be entered on the wire confirmation. A photocopy of the wire confirmation shall be sent immediately, by overnight delivery, to the Director of Enforcement, Office of the Comptroller of the Currency, 400 7<sup>th</sup> Street, S.W., Washington, D.C. 20219 or by email to the address provided by the OCC.

### **ARTICLE IV**

#### **WAIVERS**

(1) The Bank, by executing and consenting to this Order, waives:

- (a) any and all rights to the issuance of a Notice of Charges pursuant to 12 U.S.C. § 1818;
- (b) any and all procedural rights available in connection with the issuance of this Order;
- (c) any and all rights to a hearing and a final agency decision pursuant to 12 U.S.C. § 1818 and 12 C.F.R. Part 19;
- (d) any and all rights to seek any type of administrative or judicial review of this Order;
- (e) any and all claims for fees, costs, or expenses against the OCC, or any of its officers, employees, or agents related in any way to this enforcement matter or this Order, whether arising under common law or under the terms of any statute, including, but not limited to, the Equal Access to Justice Act, 5 U.S.C. § 504 and 28 U.S.C. § 2412;
- (f) any and all rights to assert these proceedings, the consent to and/or the issuance of this Order, as the basis for a claim of double jeopardy in any pending or future proceedings brought by the United States Department of Justice or any other governmental entity; and
- (g) any and all rights to challenge or contest the validity of this Order.

## **ARTICLE V**

### **CLOSING**

(1) This Order is a settlement of the civil money penalty proceedings against the Bank contemplated by the OCC, based on the violations of law described in the Comptroller's Findings set forth in Article II of this Order. The OCC releases and discharges the Bank from all

potential liability for a civil money penalty order that has been or might have been asserted by the OCC based on the violations described in Article II of this Order, to the extent known to the OCC as of the effective date of this Order. Nothing in this Order, however, shall prevent the OCC from:

- (a) instituting enforcement actions other than a civil money penalty order against the Bank based on the Comptroller's Findings set forth in Article II of this Order;
- (b) instituting enforcement actions against the Bank based on any other findings;
- (c) instituting enforcement actions against institution-affiliated parties (as defined by 12 U.S.C. § 1813(u)) based on the Comptroller's Findings set forth in Article II of this Order, or any other findings; or
- (d) utilizing the Comptroller's Findings set forth in Article II of this Order in future enforcement actions against the Bank or its institution-affiliated parties to establish a pattern or the continuation of a pattern.

(2) Nothing in this Order is a release, discharge, compromise, settlement, dismissal, or resolution of any actions, or in any way affects any actions that may be or have been brought by any other representative of the United States or an agency thereof, including, without limitation, the United States Department of Justice.

(3) This Order is:

- (a) an "order issued with the consent of the depository institution" within the meaning of 12 U.S.C. § 1818(h)(2);

(b) an “effective and outstanding . . . order” within the meaning of 12 U.S.C. § 1818(i)(1); and

(c) a “final order” within the meaning of 12 U.S.C. § 1818(i)(2) and (u).

(4) This Order is effective upon its issuance by the OCC, through the Comptroller’s duly authorized representative.

(5) This Order is not a contract binding on the United States, the United States Treasury Department, the OCC, or any officer, employee, or agent of the OCC and neither the Bank nor the OCC intends this Order to be a contract.

(6) No separate promise or inducement of any kind has been made by the OCC, or by its officers, employees, or agents, to cause or induce the Bank to consent to the issuance of this Order.

(7) The terms of this Order, including this paragraph, are not subject to amendment or modification by any extraneous expression, prior agreements, or prior arrangements between the parties, whether oral or written.

IN TESTIMONY WHEREOF, the undersigned, authorized by the Comptroller as his duly authorized representative, has hereunto set her signature on behalf of the Comptroller.

//s// Digitally Signed, Dated: 2023.05.10

---

Tanya K. Smith  
Deputy Comptroller  
Large Bank Supervision

IN TESTIMONY WHEREOF, the undersigned, as the duly elected and acting Board of Directors of MUFG Union Bank, National Association have hereunto set their signatures on behalf of the Bank.

/s/	05-08-2023
Warner L. Baxter	Date
/s/	05-08-2023
Dorothy J. Bridges	Date
/s/	05-08-2023
Elizabeth L. Buse	Date
/s/	05-08-2023
Andrew Cecere	Date
/s/	05-08-2023
James L. Chosy	Date
/s/	05-08-2023
Alan B. Colberg	Date
/s/	05-08-2023
Kimberly N. Ellison-Taylor	Date
/s/	05-08-2023
Kimberly J. Harris	Date
/s/	05-08-2023
Roland A. Hernandez	Date

/s/	05-08-2023
Richard P. McKenney	Date
/s/	05-08-2023
Yusuf I. Mehdi	Date
/s/	05-08-2023
Loretta E. Reynolds	Date
/s/	05-08-2023
Jodi L. Richard	Date
/s/	05-08-2023
John P. Wiehoff	Date
/s/	05-08-2023
Scott W. Wine	Date