
NDBA Live August 6, 2025

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Special Guest: Rick Clayburgh | President and CEO, North Dakota Bankers Association

Please welcome this month's guest, Rick Clayburgh! Rick will be talking about the One Big Beautiful Bill Act and its implications for North Dakota banks.

Rick will also discuss the Guiding and Establishing National Innovation for U.S. Stablecoins Act (GENIUS Act), which creates a federal framework for dollar-backed stablecoins. It has been predicted that the total stablecoin supply could reach \$2 trillion by 2028, and that the demand from stablecoins could create up to \$2 trillion of Treasury debt demand in the next few years.¹ According to ABA DataBank, lower borrowing costs for the federal government could come at the expense of reduced credit availability for Main Street.² There is a risk of disintermediating core bank activity like deposit taking and lending. Bankers are also concerned that the GENIUS Act may prompt Amazon or Walmart to offer discounts or rewards to attract deposits away from

¹ <https://bankingjournal.aba.com/2025/07/how-stablecoins-could-affect-borrowing-costs-for-the-government-businesses-and-households/>

² *Id.*

traditional banks.³

It is important for banks to remain involved in the rulemaking process to voice their concerns. It is anticipated that regulations for the GENIUS Act will be drafted in the next 18 months. Here is a good overview of the normal rulemaking process, which illustrates how quickly the timeline is for implementation of the GENIUS Act: [A Guide to the Rulemaking Process](#).

Member Questions

Question 1: Wondering if you could give me some clarification on a trademark registration with the Secretary of State.

Does a trademark registration cover the need of a tradename registration?

I have a customer that has an LLC that has tradenames, one of them is only registered as a trademark, wanting to make sure that covers us to accept checks made out to the trademark?

Response: Trademarks and trade names are legally distinct concepts. A trademark is “any word, name, symbol, or device or any combination thereof adopted and used by a person to identify goods made or sold by that person and to distinguish them from goods made or sold by others.” N.D.C.C. 47-22-01(6). Trademarks must be registered in accordance with N.D.C.C. 47-22-03. A trade name is “a name assumed to identify the business or activities of an individual or organization”. N.D.C.C. 47-25-01. A person or organization may not engage in business in North Dakota under a trade name until the trade name is registered with the secretary of state. N.D.C.C. 47-25-02. Trade names must be registered in accordance with N.D.C.C. 47-25-04.

Accordingly, registration of a trademark is not equivalent to registration of a trade name.

When accepting checks from a company the person that endorses the check warrants to the bank that the check is properly payable presented. It’s up to the Bank if they are good with accepting the endorsement warranty.

Question 2: I have a question on anti-tying rules regulations: If a loan customer is in default, can a bank require that they use lockbox services without violating the regulation?

My team member and I looked at Section 106, and don’t see any exceptions based on credit risk, but are thinking/hoping that it could fall under the traditional bank product exception.

Section 106 specifically allows a bank to condition both the availability and price of any bank product (the desired product) on the requirement that the customer obtain a “traditional bank product” (the tied product) from the bank.

³ <https://www.americanbanker.com/news/bankers-are-very-concerned-about-stablecoin-check-fraud>

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Products that fall within the scope of these terms include, among other things, the following:

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Cash management services

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The term "cash management services" refers generally to the payment and collection services that are provided to customers to speed collection of receivables, control payments and efficiently manage deposit balances. Cash management services may include one or more of the traditional bank products listed separately above, such as deposit, payment and lockbox services.

[Federal Register :: Anti-Tying Restrictions of Section 106 of the Bank Holding Company Act Amendments of 1970](#)

Response: Yes, the guidance provides that lockbox services are a traditional bank product, which is an exception to the anti-tying rule.

In relevant part, section 106 of the Bank Holding Company Act Amendments of 1970 prohibits a bank from extending credit, leasing or selling any property or furnishing any service, or fixing or varying the consideration of any of the foregoing, on the condition or requirement that the customer shall obtain some additional credit, property, or service from such bank *other than* a loan, discount, deposit or trust service. *See* 12 U.S.C. § 1972 (emphasis added). Thus, the tied product may be loan, discount, deposit or trust service (a "traditional bank product"). As you noted, [the guidance proposed by the federal reserve](#) includes cash management services in the traditional bank products, and cash management services are further defined to include lockbox services.

Question 3: One of our customers reported to us that they found a check in their statement that has a fraudulent signature. We have a second customer that recently reported to us that a check in their statement was altered in which both the payee and the check amount were altered. In both situations, the customer notified us within a day or two of receiving their statement. We have started our investigation and submitted our documentation to the two banks that accepted these checks for deposit. They have responded to us indicating it could take up to 180 days to investigate. Under the Uniform Commercial Code, are we required to provide any sort of provisional credit to our customer while the other bank completes its investigation? Are there any specific requirements under the UCC that we must follow?

Response: The provisional credit requirement is part of Reg E (which applies to electronic fund transfers), so that would not apply here for checks.

Articles 3 and 4 of the Uniform Commercial Code (adopted in North Dakota as Ch. 41-03 and 41-04, N.D.C.C.) govern the rights, duties and liabilities of

banks and customers for checks. “A bank may charge against the account of a customer an item which is properly payable from that account...An item is properly payable if it is authorized by the customer and complies with any agreement between the customer and bank.” N.D.C.C. 41-04-32. Altered and counterfeit checks are not properly payable.

Customers must comply with the following timelines for reporting unauthorized signatures or alterations:

41-04-37. (4-406) Customer's duty to discover and report unauthorized signature or alteration.

1. A bank that sends or makes available to a customer a statement of account showing payment of items for the account shall either return or make available to the customer the items paid or provide information in the statement of account sufficient to allow the customer to identify the items paid. The statement of account provides sufficient information if the item is described by item number, amount, and date of payment.
 2. If the items are not returned to the customer, the person retaining the items shall either retain the items or, if the items are destroyed, maintain the capacity to furnish legible copies of the items until the expiration of seven years after receipt of the items. A customer may request an item from the bank that paid the item, and that bank must provide in a reasonable time either the item or, if the item has been destroyed or is not otherwise obtainable, a legible copy of the item.
 3. If a bank sends or makes available a statement of account or items under subsection 1, the customer shall exercise reasonable promptness in examining the statement or the items to determine whether any payment was not authorized because of an alteration of an item or because a purported signature by or on behalf of the customer was not authorized. If, based on the statement or items provided, the customer should reasonably have discovered the unauthorized payment, the customer has a duty to give prompt notification to the bank of the relevant facts.
 4. If the bank proves that the customer failed with respect to an item to comply with the duties imposed on the customer by subsection 3, the customer is precluded from asserting against the bank:
 - a. The customer's unauthorized signature or any alteration on the item if the bank also proves that it suffered a loss by reason of that failure.
 - b. The customer's unauthorized signature or alteration by the same wrongdoer on any other item paid in good faith by the bank if the payment was made before the bank received notification from the customer of the unauthorized signature or alteration and after the customer had been afforded a reasonable period of time not exceeding thirty
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days in which to examine the item or statement of account and notify the bank.

5. If subsection 4 applies and the customer proves that the bank failed to exercise ordinary care in paying the item and that the failure substantially contributed to loss, the loss is allocated between the customer precluded and the bank asserting the preclusion to the extent that the failure of each to exercise ordinary care contributed to the loss. If the customer proves that the bank did not pay the item in good faith, the preclusion under subsection 4 does not apply.
6. Without regard to care or lack of care of either the customer or the bank, a customer who does not within one year from the time the statement or items are made available to the customer under subsection 1 discover and report the customer's unauthorized signature or any alteration is precluded from asserting against the bank such unauthorized signature or alteration. If there is a preclusion under this subsection, the payor bank may not recover for breach of warranty under section 41-04-20 with respect to the unauthorized signature or alteration to which the preclusion applies.

The UCC provides for warranties that a check has not been altered. Unless notice of a claim for breach of warranty is given to the warrantor within thirty days after the claimant has reason to know of the breach and the identity of the warrantor, the liability of the warrantor is discharged to the extent of any loss caused by the delay in giving notice of the claim. *See* N.D.C.C. 41-04-19, 41-04-20, 41-03-53 and 41-03-54. “An action to enforce an obligation, duty, or right arising under [chapter 41-04] must be commenced within three years after the cause of action accrues.” N.D.C.C. 41-04-11.

Another great resource is NDBA’s fraud forum.

Please note that I cannot give legal advice; you should discuss the bank’s liability for these particular transactions, if any, with your counsel.

Question 4: One of our customers wrote a check that was intercepted and the payee name altered. The check was deposited at another bank on May 10, 2025. Our customer discovered and reported the issue to our bank on June 9th. A “Claim of Late Return” was filed with the Federal Reserve Bank, and the Federal Reserve credited the check. On July 10th, the depository bank demanded that we provide the money to them. How do we respond to the depository bank?

Response: Please note that I cannot give legal advice; you should discuss the bank’s liability for this particular transaction, if any, with your counsel.

Here is a general discussion of some of the concepts flagged in your question:

Midnight Deadline

Under Article 4 of the Uniform Commercial Code, a payor bank which intends to return a check presented to it must do so before the “midnight deadline” (i.e., midnight of the next banking day following the banking day on which it receives the check). *See* N.D.C.C. §§ 41-04-04 (4-104), 41-04-29 (4-301).

Under the Uniform Commercial Code, the payor bank’s responsibility for late return of an item is as follows:

1. If an item is presented to and received by a payor bank, the bank is accountable for the amount of:
 - a. A demand item, other than a documentary draft, whether properly payable or not if the bank, in any case in which it is not also the depository bank, retains the item beyond midnight of the banking day of receipt without settling for it or, regardless of whether it is also the depository bank, does not pay or return the item or send notice of dishonor until after its midnight deadline.
 - b. Any other properly payable item, unless within the time allowed for acceptance or payment of that item the bank either accepts or pays the item or returns it and accompanying documents.
2. The liability of a payor bank to pay an item under subsection 1 is subject to defenses based on breach of a presentment warranty (section 41-04-20) or proof that the person seeking enforcement of the liability presented or transferred the item for the purpose of defrauding the payor bank.

N.D.C.C. § 41-04-30. (4-302).

Thus, although a payor bank is liable for late return, such liability remains subject to defenses based on breach of a presentment warranty.

Presentment Warranty

Under the Uniform Commercial Code, the person obtaining payment or acceptance, at the time of presentment, warrants to the drawee that pays or accepts the draft in good faith that the draft has not been altered. *See* N.D.C.C. §§ 41-03-54 (3-417), 41-04-20 (4-208). Therefore, a drawee/payor bank may be entitled to bring a breach of warranty action against a party who presented the altered check for payment.

Notice of a claim for breach of warranty must be given to the warrantor within thirty (30) days after the claimant has reason to know of the breach and the identity of the warrantor. N.D.C.C. §§ 41-03-54(5), 41-04-20(5).

Claim of Late Return

A Late Return Claim is used by the depository institution to request a credit entry regarding their allegation that an item, in the amount of \$100 or greater, was returned to them late by the drawee bank. See <https://www.frb services.org/resources/financial-services/check/reference-guide/forward-return-types/lc.html>.

From [Federal Reserve Op. Cir. No. 3 \(Nov. 15, 2021\)](#), at 30-31, ¶¶ 20.14, 20.15:

If a sender believes that the paying bank returned late (after the paying bank's deadline under the Uniform Commercial Code, Regulation J, and Section 229.31(g) of Regulation CC) a check or electronic item in the amount of \$100.00 or more, the sender may dispute the return by furnishing us with the returned check (or a legible copy of the front and back of the returned check) and a signed statement that the bank believes that the paying bank returned the check late. This procedure may be used only once for each return, and only if the check or electronic item has been handled by a Reserve Bank for forward collection or return. The statement must be in a format we prescribe and must be received by a Reserve Bank within two calendar months after the sender was charged for the returned check. The sender's Administrative Reserve Bank will provisionally credit the amount of the returned check to the sender's account. A Reserve Bank will charge that amount to the account of, and send the returned check (or a legible copy of the front and back of the returned check) and statement to, the paying bank. The first Reserve Bank receiving a claim of late return may, in its discretion, refuse to handle it and return it to the sender. If a sender or depository bank attaches a copy with its claim and the paying bank demands the original, the sender or depository bank must provide the original, if it exists, or a legal equivalent, if possible.

The sender's Administrative Reserve Bank will revoke the credit provided under paragraph 20.4 given to the sender (and a Reserve Bank will recredit the paying bank) if:

- a) for any reason a Reserve Bank cannot obtain the amount of the credit from the paying bank; or
 - b) a Reserve Bank receives the returned check or the copy the paying bank received with the Claim of Late Return and a statement as provided below from the paying bank within twenty banking days after the Reserve Bank charged the bank for the claim of late return. The paying bank's statement must be in a format we prescribe that is signed by an officer of the paying bank and:
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- 1) state that the paying bank returned the check within its deadline under the Uniform Commercial Code and Regulation J or Section 229.31(g) of Regulation CC; and
- 2) show the banking day of receipt and the date of return of the check by the paying bank.

The sender should recognize that this twenty-banking day period applies only to the paying bank, and does not include the time required for us (and another Reserve Bank) to process the statement. This adjustment procedure is offered as a convenience only and does not preclude any party from pursuing its claim in another forum.

Question 5: Another question that has come up in different forms recently and through the years –

1. Can we provide POD beneficiary names and addresses when asked to do so by the ND Dept of Health & Human Services?
 - a. Or do we need a subpoena or Certificate of Compliance with the Right of Financial Privacy Act (Form DOJ-461) from the State Dept?
2. Similarly, can we provide account information to aid local law enforcement in an ongoing investigation without any sort of formal request?

Response: Take a look at Chapter 6-08.1 of the North Dakota Century Code which describes the Banks duty of Confidentiality.

This chapter defines “Customer Information” very broadly as follows:

“Customer information” means either of the following:

- a. Any original or any copy of any records held by a financial institution pertaining to a customer's relationship with the financial institution.
- b. Any information derived from a record described in this subsection.

Section 3 of this chapter describes the Bank’s duty of confidentiality and when the Bank can share customer information. See 6-08.1-03(7-8) below:

7. For purposes of reporting suspected exploitation of an eligible adult as defined by section 12.1-31-07. This subsection may not be construed to impose a duty on a financial institution to investigate an alleged or suspected exploitation of an eligible adult or to make a report to a governmental agency or law enforcement agency.
 8. For purposes of reporting suspected financial exploitation of an eligible adult under chapter 6-08.5 to a law enforcement agency, the protection and advocacy project under chapter 25-01.3, or the department of health and human services. This subsection may not be construed to impose a
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duty on a financial institution to investigate a suspected financial exploitation of an eligible adult or to make a report to the department of health and human services, law enforcement agency, or the protection and advocacy project.

To answer your first question, YES, if you suspect that your customer is a vulnerable adult or if you suspect financial exploitation. Typically ND Department of Health & Human Services will let you know in their letter of request that they suspect that that the individual is a vulnerable adult and that they suspect financial exploitation.

As far as your second question, the answer depends on the circumstance. In order to provide information to law enforcement the Bank will need to receive valid legal process like a search warrant or subpoena unless circumstance in which the information is sought falls under an exemption in Chapter 6-08.1. The full link to Chapter 6-08.1 is below:

[North Dakota Century Code t06c08.1](#)

Question 6: When renting Safe Deposit boxes, our bank has always kept physical copies of the original lease and any updates at the branch where the box is located for the life of the box.

The original and any updates are also imaged to our document storage system. When surrendered, the signed documents are imaged, and the file is sent to our Records department which retains the physical copy for a period of time.

1. When a box is rented, is the bank required, or would it be considered best practice retain the original hard copy of the lease?
 - a. If the answer to the question is yes, once the box is surrendered, is the bank required to retain hard copies of the lease once it is imaged to the document storage system?

Response: First place to look would be to your Bank's document retention policy as well as your Bank's document imaging policy. If your policies do not address safe deposit box contracts, then I suggest treating it as any other general contract and follow your policy.

The Massachusetts Bankers Association (MBA) has a record retention resource (authored by Carl Pry). MBA has created this resource for 45 years and used to make it available in print and publicized its availability with other State Banking Associations. Today, it is available electronically and can be ordered directly through MBA. The cost is \$221. Link: [7th Edition Record Retention Quick Notes](#)

NDBA has also created an addendum which can be found in [previous materials](#). It provides, in part:

ACCOUNT RECORDS

Section 6-08-23, N.D.C.C., states that no bank may be required to preserve and retain its records of accounts or files for a longer period than six years next after the first day of January of the year following the date of such record or files.

Relatedly, section 6-08-24, N.D.C.C., prohibits depositors or other creditors from commencing an action against a bank on any account of claim of any kind after the expiration of the six-year period provided for under section 6-08-23, unless such depositor or creditor has, within such six-year period, made demand in writing on such bank requesting a settlement or adjustment of such claim; provided, however, that ledger sheets showing unpaid balances in favor of depositors may not be destroyed unless a photographic copy is retained in accordance with section 31-08-01.1, and nothing in sections 6-08-23 and 6-08-24 may be construed as limiting the time when actions may be brought to recover such balances.

ELECTRONIC RECORDS

Note that under North Dakota law, any requirement that a record be retained may be satisfied by retaining an electronic record of the information in the record, as long as it: (a) accurately reflects the information set forth in the record after it was first generated in its final form as an electronic record or otherwise; and (b) remains accessible for later reference. N.D.C.C. § 9-16-11.

Question 7: Currently we have a husband & wife joint account with DBA underneath, the customer is asking if we can change that to a Trust account with a DBA underneath? We have not dealt with this before so not even sure if it is visible.

Response: Note that DBA's are considered trade names and must be registered with the Secretary of State if required by Chapter 47-25-03 of the North Dakota Century Code. [North Dakota Century Code t47c25](#)

Question 8: How long does a successor trustee have to make any changes to an existing trust account after a trustee has passed?

Response: To the best of my knowledge there is no set time for the successor trustee to take action after the death of a trustee. However, trustees owe a duty of care to the beneficiaries and must act in accordance with the terms of the trust.

Question 9: Is there a bank regulation on how to distribute funds from a (deceased) parent's trust that one of two successor trustees has passed to the sole, remaining trustee?

Response: This would be determined by the terms of the Trust and when dealing with a trustee I suggest requesting a Trust Certificate that outlines the authority of the trustee.

See NDCC 59-18-13

59-18-13. (1013) Certification of trust.

- 1. Unless otherwise required by chapter 59-09, 59-10, 59-11, 59-12, 59-13, 59-14, 59-15, 59-16, 59-17, 59-18, or 59-19, the trustee may furnish to the person a certification of trust containing information that includes that the trust exists and the effective date of the trust instrument, the name of the trust, if a name is given, the identity of each settlor, the identity and address of the currently acting trustee, the applicable powers of the trustee, which may make reference to the powers set forth in chapters 59-09, 59-10, 59-11, 59-12, 59-13, 59-14, 59-15, 59-16, 59-17, 59-18, and 59-19, the revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust, and the authority of cotrustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.**
 - 2. A certification of trust may be signed or otherwise authenticated by any trustee.**
 - 3. A certification of trust must state that the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.**
 - 4. A certification of trust need not contain the dispositive terms of a trust.**
 - 5. A recipient of a certification of trust may require the trustee to furnish copies of those excerpts from the original trust instrument and later amendments which designate the trustee and confer upon the trustee the power to act in the pending transaction.**
 - 6. A person who acts in reliance upon a certification of trust without knowledge that the representations contained therein are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification. Knowledge of the terms of the trust may not be inferred solely from the fact that a copy of all or part of the trust instrument is held by the person relying upon the certification.**
 - 7. A person who in good faith enters into a transaction in reliance upon a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.**
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8. A person making a demand for the trust instrument in addition to a certification of trust or excerpts is liable for damages if the court determines that the person did not act in good faith in demanding the trust instrument.

9. This section does not limit the right of a person to obtain a copy of the trust instrument in a judicial proceeding concerning the trust.

See full link below:

[North Dakota Century Code t59c18](#)

Banking Regulators Address Crypto-Asset Safekeeping

On July 14, 2025, U.S. federal banking regulators issued a joint statement regarding [Crypto-Asset Safekeeping by Banking Organizations](#). The statement is for banking organizations that hold or are considering holding crypto-assets on a customer's behalf. It discusses how existing laws, regulations, and risk-management principles apply to crypto-asset safekeeping and does not create any new supervisory expectations.

The President's Working Group on Digital Asset Markets Releases Recommendations to Strengthen American Leadership in Digital Financial Technology

On July 30, 2025, the President's Working Group on Digital Asset Markets released [Strengthening American Leadership in Digital Financial Technology](#). Chapter IV addresses Banking and Digital Assets and contains several policy recommendations, including:

- More clarity and transparency regarding the process for eligible institutions to obtain a bank charter or a Federal Reserve Bank master account.
- Clarifying or expanding the permissible digital asset activities in which banks may engage, consistent with applicable law.
- Rescinding Federal Reserve guidance on state bank permissible activities [2023 Section 9(13) Policy Guidance and 12 C.F.R. § 208.112] to ensure those banks “are permitted to explore innovative banking technologies and products.”
- Have the banking agencies develop guidance and best practices that are “technically sound and principles-based.”
- Ensure that banking agency best practices or guidance on risk management and bank engagement are “technology-neutral and that expectations regarding offering banking services do not discriminate against lawful businesses solely due to their industry.”

Fiserv Launches Stablecoin, Exploring Tokenized Bank Deposits

Fiserv has [announced](#) that it is launching a new Fiserv digital asset platform, including a new stablecoin (FIUSD) that will be added by the end of the year. The announcement further states that “Fiserv is active in discussions with other potential partners to further expand use cases for stablecoins and tokenized bank deposits”. While stablecoins and tokenized bank deposits are both

digital assets, stablecoins are pegged to a fiat currency while tokenized deposits represent existing bank deposits recorded on a blockchain.

1033/Open Banking Rule Update

In the litigation challenging the open banking rule, the court has granted the motion of the Consumer Financial Protection Bureau (CFPB) to stay proceedings pending the CFPB's new rulemaking. In its [motion](#), the CFPB stated that it "has now decided to initiate a new rulemaking to reconsider the Rule with a view to substantially revising it and providing a robust justification." The CFPB "plans to engage in an accelerated rulemaking process" and issue an advanced notice of proposed rulemaking within three weeks.

Additionally, the judge has denied motions by industry and consumer groups to file legal briefs in the case on the basis that their arguments were too similar to those of Intervenor Financial Technology Association, who seeks to uphold the open banking rule.

Agencies Issue Joint Proposal to Rescind 2023 CRA Final Rule

Federal bank regulatory agencies have jointly issued a proposal to rescind the Community Reinvestment Act (CRA) final rule issued in 2023 and replace it with the prior CRA regulations, with certain technical amendments.

2025 Consumer Compliance Supervisory Highlights

The Federal Deposit Insurance Corporation (FDIC) has issued the 2025 edition of the [Consumer Compliance Supervisory Highlights](#). It includes a summary of the overall results of the FDIC's consumer compliance examinations of supervised institutions in 2024, a description of the most frequently cited violations in 2024, and an overview of trends in consumer complaints that were processed by the FDIC in 2024. The top 5 most cited violations were:

1. Truth in Lending Act (TILA) and its implementing regulation, Regulation Z
2. Flood Disaster Protection Act (FDPA) and its implementing regulation, 12 CFR Part 339
3. Truth in Savings Act (TISA) and its implementing regulation, Regulation DD
4. Electronic Fund Transfer Act (EFTA) and its implementing regulation, Regulation E
5. Home Mortgage Disclosure Act (HMDA) and its implementing regulation, Regulation C

The supervisory highlights provide further details about the specific violations within each of the foregoing laws/regulations. There was a 14% increase in written complaints and telephone call inquiries.

FinCEN Issues Notice on the Use of Convertible Virtual Currency Kiosks for Scam Payments and Other Illicit Activity

On August 4, 2025, FinCEN (Financial Crimes Enforcement Network) issued a Notice urging financial institutions to monitor and report suspicious activity related to **convertible virtual currency (CVC) kiosks**, which are increasingly being exploited by criminals—including scammers, cybercriminals, and drug traffickers. These kiosks, while convenient, pose heightened risks if operators fail to comply with **Bank Secrecy Act (BSA)** obligations. The Notice outlines common scam typologies (e.g., tech support and bank imposter scams, often targeting older adults), provides red flag indicators, and reinforces financial institutions' duty to report under the BSA. FinCEN emphasizes its ongoing commitment to protecting the digital asset ecosystem.

The entire notice can be found at the following link: [FIN-2025-NTC1](#).

Updated CFPB Rulemaking Tracker Provided by Sivon, Natter & Weschler, P.C.

Nancy Worth of Sivon, Natter & Wechsler, P.C., has updated their CFPB rulemaking tracker, which can be found at the following: [link](#)

Upcoming Events

NDBA has many exciting and informational events planned for 2025. Below are some special dates to mark on your calendars!

- **NDBA Regional Member Meeting** | September 8, 2025 | Grand Forks – UND Gorecki Alumni Center | [Event Brochure](#) | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA Regional Member Meeting** | September 9, 2025 | Fargo – Holiday Inn | [Event Brochure](#) | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA Regional Member Meeting** | September 10, 2025 | Bismarck – Sixteen03 Main Events | [Event Brochure](#) | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA Regional Member Meeting** | September 11, 2025 | Bottineau – Annie's House | [Event Brochure](#) | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA Effective Leadership Seminar** | September 30 - October 1, 2025 | Bismarck – Holiday Inn | [Online Registration](#)
- **NDBA Ag Credit Conference** | October 2-3, 2025 | Bismarck – Radisson Hotel
- **NDBA Bank Security Seminars** | October 7-8, 2025 | Bismarck and Fargo
- **NDBA Compliance School** | October 20-23, 2025 | Bismarck and Virtual
- **NDBA Fraud Forum** | October 20, 2025 | Bismarck
- **NDBA Peer Group Consortium** | October 21, 2025 | Bismarck
- **NDBA IRA Fundamentals** | October 27, 2025 | Fargo – Delta Hotel by Marriott | [Online Registration](#) | [PDF Registration Form](#)

- **NDBA Advanced IRAs** | October 28, 2025 | Fargo – Delta Hotel by Marriott | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA IRA Fundamentals** | October 29, 2025 | Bismarck – Courtyard by Marriott | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA Advanced IRAs** | October 30, 2025 | Bismarck – Courtyard by Marriott | [Online Registration](#) | [PDF Registration Form](#)
- **NDBA HSA Half-Day Workshop** | October 31, 2025 | Bismarck – Courtyard by Marriott | [Online Registration](#) | [PDF Registration Form](#)