

Aug 4, 2025, 5:23 PM

**Jacques Détang**

(+1) 646-656-0115

[Today's date]

**Via Email**

Dispute Resolution Department

Wells Fargo Bank, N.A.

[WFExecutiveOffice@wellsfargo.com](mailto:WFExecutiveOffice@wellsfargo.com)

## **RE: Final Demand — Payment of US \$5,100 in Damages for Deceptive Practices & Perjury**

Dear Wells Fargo Representative,

This is your **final notice**. Unless Wells Fargo fully resolves the matter described below within **ten (10) business days of receipt (no later than *August 10 2025*)**, I will pursue all available legal and regulatory remedies without further warning.

I had received on our last recorded call, the denial from Wells Fargo and your agent, to hold Wells Fargo accountable, and pay any compensation above \$45. Which will be deducted from interest. This amount is insufficient and not proportionate to the damage caused, so it will not be accepted as a way of settlement.

### **1. Facts & Violations**

- On **July 31 2025** I endured a ~50-minute call— approximately my sixth attempt to pay—marked by unexplained disconnections, making the customer start over with his payment request, endless transfers, and contradictory instructions that blocked payment.
- Your representatives made false statements regarding required documentation and prior call records—conduct I regard as **perjurious** and **deceptive**. Also did not provide explanations promptly, explaining why payments weren't accepted in previous instances, and your company started charging interest.
- Only provided explanations after the company had delayed payments enough, delaying payments for over 2 months, to start charging interest and hidden fees. Also, after blocking the customer from accessing Home Banking.

- Trapping the plaintiff in a loop on the Home Banking, by asking for documents they knew the customer didn't have, and which Wells Fargo knew for over a month, that the customer didn't have. While rejecting valid IDs, the same ones used to open the account, as a valid way of identification.
- These actions violate both your cardholder agreement and **N.Y. General Business Law § 349**.
- **12 C.F.R. § 1026.10 (Reg. Z)** – card issuers must credit any conforming payment **as of the day it is received**; delaying a payment to trigger interest is illegal. They also may not impose separate “convenience” fees to accept a payment except for bona-fide, consumer-requested “expedited” services. [Consumer Financial Protection Bureau](#)
- **15 U.S.C. § 1637 et seq.** – requires clear, non-misleading disclosures of finance charges and fees. Failing to tell a customer that interest will accrue while the bank itself blocks the payment can be treated as a deceptive disclosure violation.

## 2. Demand

I demand **immediate payment or credit of US \$5,100 + \$200 additional dollars for the process of filling this with all the regulators**, and as settlement of the damages caused by Wells Fargo's misconduct (including the above misrepresentations). In addition, Wells Fargo must remove all improperly assessed fees or interest and confirm— in writing—by the deadline above. In exchange for ceasing with any legal action or complaints

## 3. Actions If Not Resolved

If written confirmation and the US \$5,100 intention of payment, or settlement, are not provided by *August 10 2025*, I will:

1. **File an arbitration demand** under the governing agreement, seeking full compensatory and statutory damages, plus all filing, administrative, and attorney fees.
2. **Initiate civil litigation** under **N.Y. GBL § 349**, requesting statutory and treble damages, costs, and attorneys' fees. As also **12 C.F.R. § 1026.10 (Reg. Z)**
3. **Submit formal complaints** to the CFPB, OCC, and the New York Attorney General's Consumer Frauds Bureau.
4. **Publicly document** Wells Fargo's systemic consumer-protection failures across appropriate platforms.

Should litigation be necessary, I will increase my claim to include further statutory penalties, full reimbursement of every charge linked to your unlawful conduct, and all attorney fees.

#### 4. Contact

You may reach me directly at **(+1) 646-656-0115** or reply in writing to the address/email above. I strongly urge Wells Fargo to respond with a concrete resolution rather than further delay and disrespect to your customer's time and intention to pay. I won't waste more days and hours of my time to receive calls where employees want to lie to me, pretend they care, or waste my time with false good intentions and reading bureaucratic statements.

Sincerely,

**Jacques Détang**

(Account ending 4350)

----- Notes:

**Yes — if Wells Fargo is refusing to accept payment from a valid U.S. bank account *solely* because your residential address is in France, and they're not offering any reasonable alternative, that can be illegal under both:**

#### **New York General Business Law § 349**

**Prohibits deceptive or unfair business practices** in the conduct of any business affecting consumers in New York.

- **Refusing to accept payment** when the customer is actively trying to pay in good faith — from a valid U.S.-domiciled account — could be considered:
  - **Unfair** (you're being blocked from resolving debt);

- **Deceptive** (if they falsely claim they “can’t” accept it, or misrepresent their policies);
- **Predatory** (especially if this causes the account to default and triggers more fees/interest).

## The Cardholder Agreement (contract law)

- Wells Fargo’s own terms **do not state** that you must reside in the U.S.
- They typically require only:
  - Payment in U.S. dollars
  - From a U.S. bank account or via acceptable method (ACH, wire, check)

→ **So: if you are using a U.S. bank with a valid ABA routing number**, and Wells **refuses** the payment **based on your mailing address alone**, that’s:

- Not supported by their own terms;
- Likely a breach of contract;
- Potentially **a deliberate barrier to payment** to trigger fees/default — which is actionable.