DIRECT EXAMINATION BY MR. ATTORNEY 1:

A. ...have their information that we can assess those. So, deployment orders usually don't have that. Not always. They can. But deployment orders usually have the time and place that you're going to the deployment on them and any schools along the way. So, in general, the answer would be they did not make a request, and they did not also have-, we did not have the ability to do both of those things.

Q. It is USAA's policy use... Are you familiar with USAA's SCRA policy?

A. Yeah.

Q. Okay. Then you would-, would you agree that it has been policy of USAA since at least 2015 that an analyst faced with a request for benefit, military benefits, can check the DMD?

A. I do not know.

Q. So, in paragraph 16-A, you talk about the USAA excluded 69,456 members because members failed to submit sufficient supporting paperwork, orders, or USAA was able to determine that member had no eligible account. How was this exclusion process done?

A. Good question. So, very first thing we did was we identified all requests based on those EWLs that we discussed. So, we have now a list of EWLs and the members that made them. In the EWL, there is an indicator of a system canceled and that happens after 30 days, and there is an indicator in there, 1-0, that says, its system canceled. What that means is no documents were attached during those 30 days. That EWL will close at that point in time. Now, if they submitted orders after that, sometimes it opens it back up, and it's there, and we can see it. Other times, it opens up a new one. Either way though, that particular one is system canceled because we look at the very last part of it. And so, if it ever got orders, it would also give an indicator saying something's there, and it wouldn't be system canceled anymore either. So, that's how we declared if there is a system cancel. Failing to submit orders was either that indicator, being there, and we also searched other EWLs, and those other EWLs have a document. It's basically a document identifier that says a document was attached. We searched all EWLs to see if any document was attached across the enterprise. Now, that means if they also got into a car accident, and they had to submit a picture of their car and that document was attached to a claim in PNC, that would've come up in our search. So, when we're saying system canceled, that means it was system canceled in the system. No orders were submitted. Secondly, there was no document submitted. And then third, we searched the DMDC for that request date. If there was no military service during that request date, DMDC searches that day and up to 367 days in the past. If there's no indication of military service there, we consider that a system canceled request. And the second part was members that no eligible accounts, we searched in our databases that go back to 2006 and everything except mortgage, which goes back to 2010. And we looked for anywhere that that member was primary, joint, endorser one, two, or three on loans. So, primary, or first, second, third, or fourth on any of those loan types to see if they had an account.

Q. And for those people who were excluded, was there a validation process conducted for that e-,?

A. Yes. There were multiple validations done by both business, then E-court, and then audit afterwards.

Q. Right. And was that-, there was, I believe, some groups of people who were-were excluded from the remediation population, who underwent a statistically valid, sampled, manual file review. Is that-, did that include this-this group? Do-do you know what I mean?

A. No.

Q. Are you familiar with some people who were denied SCRA benefits undergoing a manual file review to make sure that the denial process was reliable?

A. I'm not familiar with the group you're talking[?].

Q. Okay. Where are the EWLs stored?

A. So, EWL is a system, like, [inaudible], a sauna[?], [inaudible]. It's, I guess, it's like a-, it's a workforce system, but they're stored within that system. They do expire after they're closed, and I don't remember the expiration date. They used to be six months. I don't know how long that data stays in them now, but the back-end data, we record daily.

Q. Okay. Did you search EWLs manually? Is that even a thing, sir?

A. You could search EWL manually in the system if it was still in the system. At the time, I believe, they only stayed in there for six months. So, most of this population, by the time we're doing this review, would have been outside of that six months and would not have been there[?].

Q. Okay. 16-B says, USAA ran a search through the DMDC to identify all periods of active military service. H-how was that process done?

A. When we took all the members, we identified all of their social security numbers, date of birth, and last names. We also looked at historical last names to try to get the best possible, for lack of a better term, hit rate of the most likely that we are going to find active-duty service for these members. And we took those, and we ran - oh, and also, we broke out their last names into multiple variations. So, a good example is, if we have, like, Diaz de Leon as the last name, we took it all together, and we broke out each of the parts separately and searched those. Because a lot of times, different backgrounds of people, how they put it in the military records can be different. So, we try to create a way to most likely get an active duty hit if the member was in military service. And we searched it at the origination date of each of their accounts and at the request date for all requests.

Q. Okay. And the-, and you put a time limiter on the request to only pull up actively for a certain period, is that correct?

A. No. The DMDC, when you search a date, it gives you the active-duty service as of that date or the most recent time frame up to 367 days. So, if they're in the middle of a time frame during that time and it is still ongoing, you'll have a start date, no end date. If that time frame has ended, you'll have that start date and an end date. And if it was further back, like 3-, more than 367 days, it could be blank. I am prior service, if you search me today, you're gonna get nothing back. If you search me back in 2014, you're gonna get my reserve period from 2014 to 2016 while I was on active duty. And then if you search me prior to that, you will get my active-duty time frame.

Q. Okay. What did you do in the military?

A. I was an intelligence analyst.

Q. Okay. Thank you.

A. Appreciate it.

Q. So, the-the next item 17, evaluation of benefits. USAA evaluated the identified accounts to determine those who could have received additional benefits if they had applied for the benefits during the look-back period consistent with the active period reflected by the [inaudible]. If you could just explain how that process was gone through. That was a sort of like the biggest... Would you say that's one of the biggest exclusionary steps? Like, determining that somebody-, like looking at the account and saying, "Well, that person already got their 4%, so no additional remediation necessary."

A. So, no, this step was more along the lines of, we identified all accounts that the member had, completely during our time, like as far back in their data as can go. That's where we started at for this exercise. So, member, we have a request. We don't have active-duty dates. We only have a request, so we can't tell what dates we need to look for. So, we just look, for lack of a better term, all time in our database of when they could possibly have an account. So, they might have, just say, consumer loans. Let's say a guy has a car and buys a new car every year. All right? So, he just has 10 years of car loans.

Q. Yeah.

A. Easy way to look at it. When we look at the DMDC timeframe, it might only have like a two-year time frame, but maybe they requested PCS. So, they got one year on one account, but the DMDC time frame maybe has going back two years. Well, there are other accounts that are there that overlap that time frame, and there are accounts that don't overlap that time. So, I would say probably one of the bigger exclusions is accounts that don't overlap the time frame. And then secondarily, SCRA qualifies members based on the eligibility criteria, which is that it is a pre-service debt. And the DMDC could tell that, that's why we do a search also at the account opening 'cause they could be on pre-service debt, or it could not be pre-service debt, so we have to remove them.

Q. Okay. So, in the 18, you said USAA opted to apply benefits for the full period reflected by the DMD search without necessarily determining if benefits had been previously applied for parts of the same period. So, sometimes, they did determine that and sometimes, they did not. Is that what you're saying? Again, using the same language, you said that without necessarily determining if benefits had been previously applied for parts of the same time period, or if the orders for a particular period had been included with USAA member's request. By using that word necessarily, without necessarily determining it, I guess I'm asking, did sometimes they did determine?

A. They're necessarily there. It refers to the second part of the order statement, and the second part of the order statement is for a particular period that was included with the member's request. We did look at members' requests and their orders as part of the exercise. But in those cases, we still took the DMDC record if they did have a DMDC record and utilized that for benefit.

Q. Right. So, sometimes, so you looked at the orders, but if the DMDC was more generous, that DMDC surge, that may have been used. Is that what you're saying?

A. When we looked at SCRA benefits, if they did have a DMDC record that qualified them during that request period, we DC record.

Q. And what if the order showed a longer period of eligibility?

A. For the SCRA benefits, it was agreed with the OCC that we could use the DMDC record, and we utilized that for the mission.

Q. Even when that was true, even when USAA looked at the orders and found that the orders contained a longer eligibility period?

A. We did not do analysis to determine if the orders were a longer period.

Q. Those-those two things were not compared side by side in that way.

A. I do not believe them, no.

Q. Okay. Was there-, did the remediation... Strike that. In paragraph 19, you said, "USAA did not find widespread misapplication or miscalculation of rate reduction benefits or violations of the SCRA." What steps did USAA take to investigate potential misapplication or miscalculation of rate reduction benefits or violations of the S-,?

A. USAA has [inaudible] QA, QC, second-line audit, and third-line audit to double-check items. And the reason why we did this was not because of this widespread misapplication or miscalculation of that rate reduction fit.

Q. Right. But when you're saying this, you are talking about the look-back review process. And you're saying, in the look-back review process, you did not find widespread misapplication or violation, correct? But isn't it also the case that in that look-back review process, you did not analyze that question?

MR. ATTORNEY 2: Objection. Please respond.

BY MR. ATTORNEY 1:

A. That statement is more for the beginning or starting. They were small-scale issues that we were looking at, and then that was what that statement was referring to. During the look-back, we did not determine the violation or, of the SCRA.

Q. And it wasn't USAA's goal in the look back to identify misapplications or miscalculations of rate reduction benefits or violations of SA-, SCRA, correct?

A. I cannot speak to USAA about what their goal was.

Q. But the methodology of the look-back review was not designed to identify misapplication or miscalculations of rate reduction benefits or violation of the SCRA in your opinion, or is that correct?

A. The methodology does not identify that. It does not identify violations of the SCRA. Correct.

Q. But USAA did identify an amount which it ultimately paid to service members that was labeled harm through the remediation process, correct?

A. Yeah.

Q. And that the total amount USAA paid for the credit relief portion of the USAA, of the SCR-... Strike that. The total amount USAA paid for the credit relief portion of the SCRA remediation was $93 million or more, correct?

A. I do not recall the exact dollar amount.

Q. Okay. Yeah. [background noise] If you could take a look at exhibit 13[?], and on page 7. You-you should-, feel free to read as much as you want, but I'm just going to use this to refresh your recollection about the total amount of pension[?] and the table on page 7.

A. Can you repeat the question?

Q. Just that-, does this, looking at this document, refresh your recollection that the total credit relief that was paid to customers in the SCRA look back review was over 93 million dollars?

A. Yes.

Q. Okay. Thinking just about... Well, strike that. Would you agree that some amount of this 93-million-dollar harm amount represented overcharges under the SCRA?

A. Checked to over remediated based on SCRA?

Q. No. I'm saying, so $93 million was refunded, and would you agree that some portion of that $93 million represents overcharges under the SCRA?

A. I don't know.

Q. You don't know?

A. We never did the research.

Q. So, your testimony... Well, do you have an opinion about whether you-, whether there were SCRA overcharges included in that $93 million of harm amount?

MR. ATTORNEY 2: Object to the form of the question, sir, based on your...

BY MR. ATTORNEY 1:

A. When you mean an SCRA overcharge, you're meaning that... Can you explain? Can you define an SCRA overcharge?

Q. O-, I mean, a charge during a service member's eligibility period where they made a valid request and yet were charged over 6%.

A. I don't know.

Q. That's what I mean. So, you have no opinion about whether there were any overcharges under the SCRA? Okay, I'll-I'll have you take a look at page 4 on-on Exhibit 13. And if you can look at the bottom of the page when it's talking about the three-step process. The third step says, once the population of accounts eligible for credit relief benefits was determined, the bank then evaluated which accounts had interest rates or fees in excess of the 4% or 6% rate limit as applicable during the eligible benefit period

and included such accounts in the remediation phase of the SCRA look back. Do you see where it says that?

A. Yes.

Q. So, would you agree that that $93 million represents charges in excess of the 4% or 6% rate limit as applicable?

A. No.

Q. Or feed?

A. No.

Q. Why are you disagreeing[?] with that?

A. Because we're saying... Because of SCRA.

Q. No, I'm not, I'm not...

MR. ATTORNEY 2: Let him answer your question.

MR. ATTORNEY 1: No.

MR. ATTORNEY 2: Let him answer your question.

MR. ATTORNEY 1: No, no.

MR. ATTORNEY 2: You ask the question; he's entitled to answer to it. Answer it.

MR. ATTORNEY 1: I-I-I... He's-he...

MR. ATTORNEY 2: No, sir.

MR. ATTORNEY 1: Yes.

MR. ATTORNEY 2: Let him answer your question.

MR. ATTORNEY 1: I can, I can, I can conduct the deposition as I wish.

MR. ATTORNEY 2: No, you may not.

MR. ATTORNEY 1: And I've been very...

MR. ATTORNEY 2: You may not.

MR. ATTORNEY 1: I've been very...

MR. ATTORNEY 2: You may not.

MR. ATTORNEY 1: ...patient with your coaching the witness.

MR. ATTORNEY 2: You may not. You may not. Let him answer your question.

MR. ATTORNEY 1: You are coaching the witness over and over and over again.

MR. ATTORNEY 2: Let him answer your question.

MR. ATTORNEY 1: And I think at this point, I think you can just back off and let me conduct the deposition.

MR. ATTORNEY 2: Let him answer your question.

BY MR. ATTORNEY 1:

Q. I'll retract that question, and I will ask - I'm not asking about who is eligible. I'm asking about the 4% or 6% rate, okay? What I'm asking is if the $93 billion represents charges above the 4% or 6% as applicable.

MR. ATTORNEY 2: I'll object the question.

BY MR. ATTORNEY 1:

A. As applicable by what?

Q. Four percent for all of the accounts except for the third party held mortgages where the 6% was to be out.

A. Applicable for SCRA benefits?

Q. No.

A. So, what is it applicable to?

Q. Four percent for all of the accounts pursuant to what the bank promises service members. Six percent for those mortgage accounts which were held by a third party. That's what I'm talking about. Would you agree that the $93 million, as it says, is for rates or fees in excess of that 4% or 6% rate?

MR. ATTORNEY 2: Objection form.

BY MR. ATTORNEY 1:

A. So, if you're asking if the $93 million is identified as any difference between 4 and 6% in the current rate and all fees, yes, that is what that is.

Q. Okay. So, your argument that there are potentially no SCRA overcharges within these $93 million. For that to be true, wouldn't that mean that no customer in the remediation population actually was eligible for SCRA benefits?

MR. ATTORNEY 2: Objection form.

BY MR. ATTORNEY 1:

A. No, that's not.

Q. If some cus-, if some customers, say our clients or say some others, some service members, actually filled out their forms properly, and they-, and they included every single order. And therefore, they got only the DMDC, and their orders were identical, and they were told that their harm amount was $100. Would you agree that $100 was in excess of the 4% or 6% limit?

A. No.

Q. Why not?

A. Most members apply after they're part of the military, which means there's a retroactive benefit. Retroactive benefits were always duplicated for consumer lending, home equity, mortgage, and were also done in credit cards as well if we didn't have a check on file.

Q. Yesterday, we went over accounts with our clients where their retroactive adjustments were deducted from their harm amount to determine the remediation amounts. Are you saying that that never happened? I mean, we know it happened. I'm-I'm not-, I'm confused by...

MR. ATTORNEY 2: I object to the form of the question.

BY MR. ATTORNEY 1:

Q. I'm confused by how you could say that the retroactive adjustments were not backed out of the harm amount when that was the practice that was identified and told the OCC repeatedly, and we've seen it. Are-, but-, is it possible that you just don't rele-, recollect that part of the process?

A. Credit card check. We had data for credit card check. The amount of that check was validated and verified, and we could remove that amount. Not all of it in some cases, but at least some of that amount as part of a check for the refund if we've already paid it. That was because we had that monetary value. We knew it was for SCRA, and we could reduce that by that amount.

Q. Okay. Then let's... Okay. Then let's just talk-, let me rephrase my question, my last question, and let's talk about a credit card account. Again, the orders, the DMDC completely overlap, and now, those-, it's a credit card, so the-the-the retroactive adjustment has been backed out of the harm calculate. Would you agree that that customer that that harm is equal to the overcharges in excess of the 4% or 6% limit as applicable.

A. No.

Q. Okay. And what's that based upon, based upon?

A. Not all credit card charges and checks were in the database.

Q. But I'm saying for our client in this situation, it was. You're saying not all but for some. I mean, based on all that we've gone through, are you still holding your position that there-, that there were no SCRA overcharges within the $93 million?

MR. ATTORNEY 2: I object to the form of the [inaudible].

BY MR. ATTORNEY 1:

A. In my opinion that was at was, is there? I do not know if there is one because we never did that check. That was not part of what we were trying to do.

Q. Is it your position that due to the remediation protocol, the actual SCRA overcharges are less than $93 million?

A. Can you repeat the question?

Q. Is it your position that due to the remediation protocol, the actual SCRA overcharges are less than $93 million?

A. I don't know how to answer that question. Rephrase it. What are the [inaudible]?

Q. The question is, is it your position that due to the remediation methodology, the actual SCRA overcharges are less than the 93-million-dollar harm amount?

A. I think there's some implicitness with that saying SCRA overcharges are less than. We haven't decided that any of them are SCRA overcharges. We have concluded that some of them were gross over-remediation. So, yes, it should be less, but we don't have even a baseline that says there is one in the first place.

Q. Okay. You just said that there was gross over-mediation. Can you-, have you identified any examples of where a service member was grossly over-remediated?

A. Specific? No.

Q. Do you know if that happened more than a hundred times? And again, I'm asking, do you know whether that happened over a hundred times?

A. No. For clarification.

Q. Paragraph 21, it says, "Once the population was identified, any accounts which reflected interest rates at or below the statutory limit of 6% were applicable or internal benefit rate of 4% and had no fees charged for the period of active-duty military service indicated by the results of the DMDC surge were not remediated for SCRA benefit." Can you explain how that process was conducted?

A. Yes. So, all accounts were taken, and all the months of benefits were looked at. And we ran the methodology which could change based on the product line, but for the most part, it's similar. We looked at all interests if we had changed the interest rate down to the, 4 or 6% and looked at the difference. If there was no difference, all of it was zero, there was no check given. If all interest benefits were already given to the member or their account was always under 4%, there were no fees. There was no remediation needed for those members.

Q. Okay. And how did you determine if the 4% was given?

A. We looked at the individual interest rate at the time on that month.

Q. Using what sort?

A. Good question. So, the product specific for credit cards, we use statement-level data that was generated from an RPA that pulled out statements and pulled off the information off of them. For consumer lending, we use-, or consumer lending and home equity and mortgage, we use monthly snapshot data. For HELOCs, we also use statement data from RPA and then also manual review.

Q. And what with the manual review, would that only be when the RPA didn't work, or did you [inaudible]?

A. For HELOC, there were specific; we call them DIDS, for document identification hypes of statements that the RPA could not. And so, in those cases, they were manually reviewed, QA'd, and the data was given to my team to perform the calculation.

Q. Is that relatively common in an RPA system that the RPA may be successful for a portion of the population and those for which it is not successful will then referred to a manual review?

A. I couldn't speak to all RPAs. An RPA is designed to mimic things over and over again. So, if things change, it will fail.

Q. And when it fails just generally in an RPA system, do you have like a QC or manual review at that point for those failing RPA executes?

A. I can only speak to the ones that I know from the 6-year look back.

Q. Yeah.

A. The HELOC one, we knew that we did not have an RPA that could pull off the statement data for these document IDs. So, we knew about them ahead of time.

Q. Okay.

A. For credit card, we-, for credit card, there were failures in that. We reran them, I believe. But we-, that was a known thing that there was going to be some that can't be read, and especially going back further the same document identification problems, where as you go further, there's more and more, and they're also not in a systemic way to pull the data from.

Q. And in that case, would you have, like, an individual takes a look at it and see if they could figure it out?

A. Not for the joy. Well, not for these two. We did do validation on them, but we did not have manual representation for all of them because it would have been too many to look at.

Q. I see. Yeah, we're going to assume. Okay. Hold on. So, when there was the exclusion from the remediation for people who were identi-... Well, sorry, I'm-, in that situation where the RPA failed for those credit card account, and it was too many to run them manually, what did you do with them?

A. Great question. So, any month that we were missing statements for, which could have been for a couple of different reasons, but any month we were missing statements for, we called an edge case. So, for credit cards, there were two different types of edge cases. There was an edge case where we had statement data for the member. And then there's an edge case where we had no statement. When we had statement data, we used an account level average for that member where we had no statement data at all. We used a grand total of our first run as the overall, like, grand total of what an average would look like for a normal statement and utilized that when we had no statements for a member.

Q. Okay. And we will get to that, like how you use that-, those averages as a gap filler. But for the purposes of excluding to find out the 4%, 6%, if the, if the RPA didn't work, how did you do it in this step of the process?

A. To determine 4 and 6%?

Q. Yeah.

A. So....

Q. Or is it the same way, I suppose, I suppose. So, if the other one's - well, I could see if they had other statements, that particular customer, you could probably tell. But if they had none, would they be in-, stay in the population or be kicked? They would stay in?

A. Yes.

Q. ...at that part? Okay. Okay. And was it that that was-, that step validated just like the other steps in the remediation process?

A. Yes. The steps of how we calculated harm were peer-reviewed by at least three members of the analytics team, then business validated, e-court validated, audit validated, and then OCC came over the top and looked at what the audit had done.

Q. Okay. And then the last paragraph, and then we'll-we'll take a break here, on paragraph 23, which is basically the assertion that some customers were over-remediated in two instances. One is under 23-A, it was rate reduction benefits beyond what was requested. If I understand that correctly, it means that the calculation of harm in your process for remediation might have been greater than they would be entitled to under the SCRA, if that was calculated under the law.

A. No.

Q. Okay. Well, can you explain why I'm wrong?

A. What was requested could mean that they requested PCS benefits, and then they only put in for one year. We ended up giving them SCRA benefits for a 20-year career. That could be the difference there. They also could have requested nothing, or they never also gave any orders or anything, so it was a system cancel request, never followed through with an SCRA request. But we identified the DMDC period and gave them the benefit anyways, even though they did not complete a proper SCRA request which requires both a request and military orders.

Q. But when had that been part of the exclusion under the system cancel?

A. No.

Q. Why not?

A. Because the system canceled was, it had to be system canceled, has to have no documents, no orders, and no DMDC that indicates military service. Then it's excluded.

Q. But that-, did-, when you say DMD for the system cancel, that was an indication that a DMD was run in real-time, not now during the process.

A. No, it's actually DMDC was run during the remediation process, so the member could have clicked the button, did nothing, and walked away. And then now, six years later, we're running it. We run DMDC as of that date in 2013, that they clicked it. We see that they were on benefits - or not benefits, I apologize. We see that they were on active-duty military service. Even though they only clicked the button, and never did anything anymore, we would use that DMDC to give that member benefits. So, they never

requested a time frame because they never gave us the time frames to give them benefits. And we gave them benefits for their entire military service if possible and if applicable and if they're eligible.

Q. Right. Okay. And when you say under 23-A, you say some members received remediation for that remediation that was essentially over-generous because of this. Do you know how many people that happened to?

A. I do not.

Q. Okay. Do you know if it-, do you know for sure that it was over 100 people based on your calculation? You don't know?

A. I have done research on PCS and deployment. I know there are more than thousands that request that did not request SCRA. I know that we ran through the process. I don't know if those thousands of people out of them, if a hundred, did indeed get this benefit.

Q. Okay. So, looking at 23-B, this was, you say, "A great number of members received remediation checks even though they had already received appropriate benefits." Do you know the number of those people?

A. I do not.

Q. Yeah, we can take a break.

[crosstalk]

COURT REPORTER: The time is 25[?] p.m. We are off the record.

MR. ALEXANDER: Cool.

MR. ATTORNEY 1: You're doing really good.

MR. ALEXANDER: This is a long day for you. Everybody. Good Lord.

MR. ATTORNEY 1: Yeah. No, it is. It is. It's actua-...

MR. ALEXANDER: Yeah, I'm like, I'm like, "Does that mess you up?" [laughter]

COURT REPORTER: The time is 2:37 p.m., and we are back on the record.

DIRECT EXAMINATION BY MR. ATTORNEY 1:

Q. FDR is USAAs credit card system of record, is that right?

A. It was FDR. I believe it's called FISERV now, I believe. I don't know if it was a takeover of the company, but they're synonymous as far as what we call it. The data that comes from that company is called the FDR master file still.

Q. Okay. So, let's call it FDR for us.

A. That works.

Q. Okay. Did USAA interface with FDR as part of the look-back review?

A. I do not know.

Q. Okay. But for the most part, was the source for credit card data for the look-back would be just from monthly statements that we-were in USAA's possession?

A. Yeah.

Q. Was there any effort to leverage transactional data from FDR as part of the look-back rev-?

A. When researching how to do the calculations, I don't know.

Q. Does the FDR create those statements?

A. Yes.

Q. Does FDR house data for USAA's credit cards beyond what appears on a monthly statement?

A. Yes.

Q. If USAA sends a customer a letter saying the SCRA benefits will be applied to the account, is any data about that letter stored at FDR?

A. I wouldn't be the person to ask, but no, it's not.

Q. Yeah. When USAA issued a retroactive credit on a credit card account, that adjustment would be reflected in the FDR data and on the customer's monthly statement, is that right?

A. That is it.

Q. Would it be reflected... Which part is incorrect? How is that incorrect?

A. USAA, when we give retroactive benefits for credit cards, we do not put it into their account, so it doesn't go back to FDR. We send them a check for the amount of difference. So, there isn't a credit; it's a check in that case. And then, secondly, it doesn't show up on the FDR system that we sent them a check.

Q. Okay. When-when you use RPA with the monthly statements to grab monthly interest rates and other information, could you have also grabbed that transactional data you had wanted, and by that, I mean data[?]?

A. Good stand[?], sir. Excellent. I do not know what the RPA can do in cases like that when it comes to transactional-level data on this data[?].

Q. And you didn't try and do that with the RPA in this instance?

A. No.

Q. I understand that FDR identified over a hundred USAA accounts where SCRA benefits were discontinued too early. Are you generally aware of that issue?

A. I am not familiar with the number of accounts, but yes, I'm familiar with the issue.

Q. Okay. Do you know how FDR came to identify that issue?

A. I do not.

Q. Do you know what caused that error?

A. It was due to a migration between MasterCard and Visa.

Q. Do you know if FDR or USAA canvassed all USAA credit card accounts to assess whether any others were subject to the same error?

A. I do not know.

Q. You may not know this either, but I'm curious. When a credit card statement says 4% at the bottom, like in the tables that you-, where does that come from? What-what generates that number at the bottom?

A. I wouldn't know a hundred percent how FDR systems work in the background to be able to answer that question.

Q. Yeah. Who developed the algorithm for the credit card remediation calculation?

A. My team. Well, the algorithm for credit card remediation. So, the calculation, like the math behind the calculation was done by finance with business and compliance. Turning that into code and methodology was my team.

Q. Are there particular-, who are the... Among the people in finance compliance busi-, what would you-, who are, for each of those groups, the-, is the-, is the key person that was working on that?

A. I believe it would have been Jed Arnold, Karlyn Bramer, and I believe Todd Kirkchink.

Q. Okay. Did you develop the... Well, first of all, there's, there are two terms that have been used. Different terms were used for the tool in the original MRAP, and then later on, there was the term case management tool originally, and then there's the credit relief case tool. And I assume you worked on both of those, or are they the same?

A. So, I did not work on either of those, where IT developed-, did help with the development of them. Secondly, I believe the case management tool is called the overall process, but there are different parts to it. The credit relief part was the part that we were going to build to do the calculations and like, for the-, to check if it was at 4% or not.

Q. Okay. And the credit relief case tool was eventually built out and implemented as part of the back review plan, is that right?

A. It was built out. It was not used.

Q. With-, what was used then for that process of identifying the harm?

A. We're discussing harm. I'm assuming we mean potential harm. It's just writing out...

Q. Well, the term harm as used in the look-back review process.

A. Excellent. It's potential harm so that works out. All the potential harm that was done was calculated by BBIA. As of February 2021, that methodology changed over after conversations with USAA and OCC.

Q. So, that happened within your department. You calculated the harm as that term was used[?].

A. Yes.

Q. And was there a name of the tool that you used?

A. We used SAS to run the code. Otherwise, it would just be SQL code.

Q. And where does that code live?

A. There are EGP files. They're what SAS creates when you have a-, they're called project files. But when you code, you build out everything into different programs. A project file is the collaboration or connection of those programs, and those are what is saved off. Each one of those files are on a shared drive that were saved, and also, they should be part of the discoverable items. We had to turn those into the OCC, the code that was generated.

Q. So, the-the, the code was submitted to the OCC?

A. I believe so. They were part of the closing packages for each of the issues. For each of them.

Q. Why was the credit relief case tool not used?

A. The credit relief case tool, once we switched methodologies, we weren't doing the manual review. That's why it wasn't used. I don't know if they 100% finished every part of it. I know that the team developed it and was completed with the development.

Q. In the original MRAP plan, there was a, a part of the case management tool, as described, which would allow USAA to track why the-the account failed, and by failure, it meant a charge above what was expected.

[END]