SECTION 1: FORMAL CFPB COMPLAINT FILING

CFPB Complaint Case #260717-35668593 **|** *Filed July 17, 2026*

Factual Allegations: Submitted formal dispute detailing identity theft loan XQ8M-YX19, merchant refusal, front-line support negligence, and managing counsel directives.

Relief Sought: Complete credit bureau reporting block, written liability discharge, and administrative account audit.

Underlying CFPB Complaint Detail report displayed below:

260717-35668593

CLOSED

Submitted

STATUS	PRODUCT	ISSUE
Submitted to the CFPB on 7/17/2026	Payday loan, title loan, personal loan, or advance loan	Problem when making payments

We received your complaint. Thank you.

We will review your complaint. Depending on what we find, we will typically:

- Send your complaint to the company for a response; or
- Send your complaint to another state or federal agency, or help you get in touch with your state or local consumer protection office; or
- Let you know if we need more information to continue our work.

YOUR COMPLAINT

I am a victim of identity theft who is currently facing retaliatory administrative actions and a constructive lockout by Affirm, Inc. following my successful dispute of fraudulent charges.

On July 7, 2026, my account was compromised via a third-party hack, resulting in an unauthorized $104.63 merchandise charge on my Affirm credit facility. On July 9, 2026, Affirm opened a fraud investigation at 12:47 PM, only to summarily close it and hold me liable exactly 86 minutes later at 2:13 PM. I subsequently filed an official Identity Theft Report with local law enforcement and escalated the matter directly to Affirm's executive team, noting the active involvement of a police corporal. Affirm then manually bypassed their automated denial and closed the investigation in my favor.

Separately, on July 16, 2026, a dispute regarding a compromised subscription was successfully resolved, and a full $221.98 refund was issued directly back to the original Affirm virtual card details used for that transaction.

Immediately following the resolution of these issues, I attempted to make a standard, legitimate in-app purchase from my recognized device. Affirm instantly locked my account "for security reasons" and relegated me to a generic, automated email directing me to call Tier 1 support.

This lockout is an act of administrative retaliation, not a legitimate security measure. I currently hold legitimate, active installment loans with Affirm, including a payment due in exactly six days, as well as an additional $22 obligation later this month.

By arbitrarily locking my account and restricting my access to their payment infrastructure, Affirm has initiated a Constructive Prevention of Performance. They are actively blocking my ability to remit payment while positioning my account to incur internal delinquency flags. This creates a scenario where they can falsely report negative credit information for non-payment despite being the sole cause of the payment barrier, constituting a textbook Unfair, Deceptive, or Abusive Act or Practice (UDAAP).

ATTACHMENTS

Affirm Confirmation of Investigation Conclusion and Resolution.pdf (68 KB)

Affirm Denial Email.pdf (103.1 KB)

Anthropic Refund-3249-9807.pdf (35 KB)

Gmail - We_ve identified suspicious activity on your account.pdf (82.3 KB)

Anthropic Invoice-OONHWAAV-0030.pdf (31.7 KB)

Police Report .pdf (450.6 KB)

Affirm Email.pdf (102.7 KB)

View full complaint

Sent to company

STATUS

Sent to company on 7/17/2026

We've sent your complaint to the company, and we will let you know when they respond.

Their response should include the steps they took, or will take, to address your complaint.

Companies generally respond in 15 days. In some cases, the company will let you know their response is in progress and provide a final response in 60 days.

Company responded

STATUS

Company responded on 7/31/2026

RESPONSE TYPE

Closed with explanation

Company's Response

Thank you for the opportunity to respond to your CFPB complaint. Affirm has reviewed your concerns regarding unauthorized activity, and account security restrictions. Affirm records indicate that your Perfume Empire loan XQ8M-YX19 processed on July 7, 2026 in the amount of $104.63 with 0.00% APR (Annual Percentage Rate). The agreed-upon repayment terms were for 3 bi-weekly payments of $26.16 every other Wednesday starting July 22, 2026. The loan required a down payment amount of $26.16 that was submitted on July 7, 2026 leaving a residual loan amount of $78.47 to be repaid. The down payment became a chargeback, which occurred when you disputed the transaction with your financial institution, resulting in the funds reversing back to your bank account. The loan reflects no payments made on your behalf. Your Anthropic, PBC loan 4BG8-7I67 processed on June 15, 2026 in the amount of $222.00 with 35.97% APR (Annual Percentage Rate). The agreed-upon repayment terms were for 12 monthly payments of $22.30 on the 15th of each month. The purchase ended up being for $221.98 and therefore the loan was adjusted on June 12, 2026 by crediting $0.02. A payment of $22.30 was made on June 19, 2026. Affirm's records reflect a merchant refund/adjustment of $221.98 was received and applied to this loan on July 17, 2026, leaving no remaining balance on this loan. A refund of $21.43 processed to the original payment method ending in xx-8340. Affirm's records reflect that on July 9, 2026 you reported unauthorized activity on your Shop account and referring to your Perfume Empire loan XQ8M-YX19. A review was completed, and on the same day, the Affirm Account Safety Team requested additional information in order for your claim to be investigated further. You were advised that you were found responsible based on the information available, but the claim could be re-opened with the benefit of new information. Between July 10, 2026 and July 16, 2026, you provided additional evidence to support your claim, including the completion of Affirm's unauthorized activity webform. On July 16, 2026 Affirm notified you that the unauthorized activity claim was resolved in your favor, relieving you of any responsibility for this transaction. Affirm also advised that, for security reasons, the account would remain locked until you complete the required secure verification process. Affirm understands your concern regarding the account lock could interfere with repayment. The account lock is a security measure intended to protect your information and prevent further unauthorized activity; it is not applied as retaliation for raising a complaint. Affirm has escalated your concern accordingly for further review. For security and privacy reasons, Affirm is not able to complete identity verification or account recovery through this channel. You may contact us at 855-423-3729 to complete the required steps. Affirm reviewed the documentation previously provided during the investigation as well as the documentation submitted with this complaint. Based on that review, some of the materials provided appear to relate to other transactions and not the transaction discussed on this complaint. If you believe any of the other transactions were unauthorized, you may report each unauthorized transaction through Affirm's Unauthorized Activity process so it can be reviewed individually. To submit an Unauthorized Activity claim, please contact Affirm through our official support channel at https://helpcenter.affirm.com/s/contact-us and provide the transaction details and any supporting documentation for secure review. In the event that you have any further questions, we encourage you to reach out to Affirm via https://helpcenter.affirm.com/s/contact-us.

Feedback provided

STATUS

Feedback provided on 7/31/2026

Your feedback

THE COMPANY'S RESPONSE ADDRESSED ALL OF MY ISSUES

No

I UNDERSTAND THE COMPANY'S RESPONSE TO MY COMPLAINT

No

THE COMPANY DID WHAT THEY SAID THEY WOULD DO WITH MY COMPLAINT

No

ADDITIONAL COMMENTS

CFPB CONSUMER FEEDBACK — NOT SATISFIED Complaint ID: 260717-35668593 Consumer: Charles W. Kinslow IV Company: Affirm, Inc. Date of Company Response: July 31, 2026 I am not satisfied with Affirm's response. It is incomplete, misleading, and contradicted by Affirm's own documents — all of which exist in Affirm's records and can be verified by the Bureau. Below I address each material omission and misrepresentation. 1. AFFIRM'S RESPONSE IS INCOMPLETE Affirm's response contains no mention of: • Their Managing Counsel's Cease and Desist order prohibiting me from contacting any Affirm personnel • The contradictory directive to call Customer Service issued five hours after that Cease and Desist • The rejection of my written payment offer through counsel • The countersuit threat of $1,185.52 on performing loans — including a loan Affirm itself had already zeroed out • The overdue balance still displaying on the confirmed-fraud loan as of the same day Affirm filed its response • The promotional marketing email soliciting $6,880 in new credit sent the same morning as the account lockout • The retention of Morgan Lewis and Bockius LLP as outside counsel Each of these is documented below. Every email referenced was sent from andy.chen@affirm.com to chase.kinslow@gmail.com and exists in Affirm's records. 2. THE 86-MINUTE INVESTIGATION AFFIRM BURIED Affirm's response states: "A review was completed, and on the same day, the Affirm Account Safety Team requested additional information in order for your claim to be investigated further." This is a sanitized version of what actually happened. On July 9, 2026, at 12:47 PM CST, Affirm's agent "Jason D." formally acknowledged suspected unauthorized activity on my account and stated the investigation "may take up to 30 days," with credit furnishing paused during the pendency. Eighty-six minutes later, at 2:13 PM CST, Affirm's automated system summarily denied my fraud claim, declaring the "activity was associated with your account." There was no human review of IP address logs, device fingerprint data, the geographic anomaly (Monroe, Louisiana versus San Jose, California — 1,800 miles apart), my same-day written cancellation demands to the merchant, or the fact that the merchandise was shipped to 81 Keever Court, San Jose, CA 95127 — an address I have never been associated with. Affirm then reversed its own denial on July 16 and confirmed in writing that I am "NOT responsible" for the transaction. Affirm's own reversal proves the 86-minute automated denial was wrong. Affirm's CFPB response frames this as a routine process. It was not. 3. THE CEASE AND DESIST CATCH-22 AFFIRM ERASED FROM ITS RESPONSE Affirm's response tells me to call 855-423-3729 as if this is a simple next step. It is not. Here is what actually happened on July 17, 2026: At 12:11 PM, Affirm's Managing Counsel, Andy Y. Chen (andy.chen@affirm.com), emailed me a formal Cease and Desist. His exact words: "I am legal counsel for Affirm, Inc. This is your formal notice that all future communications regarding this matter must be directed exclusively to me at this email address. Contact with any other Affirm personnel is strictly prohibited and will not be tolerated." He further stated: "Any further attempts to circumvent this directive and contact Affirm employees directly will be blocked and redirected to me without further response." At 5:31 PM the same day — five hours and twenty minutes later — Chen stated in a follow-up email: "There is no conflict in directives: calling (855) 423-3729 to restore your access is the only way to resolve your account freeze." He rejected my offer to remit payment through counsel, calling it "disingenous" and declared: "any delay resulting from your refusal to do so remains your complete responsibility, not Affirm's." The result: complying with the Cease and Desist means I cannot call Customer Service — Customer Service is staffed by Affirm personnel, the exact people Chen prohibited me from contacting. Calling Customer Service means violating the Cease and Desist. Counsel had already asserted that payment through any other means wasn't possible. Affirm then disclaimed all responsibility for the payment paralysis its own attorney manufactured. None of this appears anywhere in Affirm's CFPB response. Affirm simply tells me to call 855-423-3729 as if the Cease and Desist does not exist. 4. THE COUNTERSUIT THREAT — INCLUDING A LOAN AFFIRM ALREADY ZEROED OUT On July 20, 2026, at 4:01 PM, Chen sent the following threat via email: "Should you choose to pursue this frivolous matter, Affirm is prepared to vigorously defend its position and reserves all rights to seek all damages and costs against you, including, but not limited to, filing a counterclaim for the $1,185.52 combined outstanding balance for loan IDs WFPW-I3IB, JU1A-H4IU, QOTK-FFT1, and W57T-CWET." There are two problems. First, every one of those loans was current and performing. I have never missed a single Affirm payment in my account history. Between April 4 and April 13, 2026, I voluntarily paid $3,167.11 to zero out my entire Affirm balance ahead of schedule, at full face value, without requesting any discount. Affirm threatened to countersue their most reliable borrower for reporting identity theft. Second, one of the four loan IDs Chen included in his $1,185.52 countersuit threat — W57T-CWET — had already been fully refunded by the merchant with zero remaining balance, as Affirm's own CFPB response confirms. Chen threatened to countersue me for a loan that Affirm itself had already zeroed out. 5. THE FRAUD LOAN STILL SHOWS AS OVERDUE — THE SAME DAY AFFIRM FILED ITS RESPONSE On July 16, 2026, at 5:28 PM, Affirm's Shop Pay Installments Order Review team emailed me from help@shop.affirm.com: "Rest assured, you will not be held responsible for the Shop Pay Installments (loan ID XQ8M-YX19) made in your name, and if furnished, the loan(s) will be removed from your credit report in our next reporting cycle." As of July 31, 2026, at 11:35 AM — the same day Affirm filed its CFPB response — my Affirm mobile application displays Order #PE270138 (Perfume Empire) with "$26.16 overdue since Jul 22" and the second installment marked as "Overdue - Payment Required." Future installments of $26.16 (August 5) and $26.15 (August 19) remain scheduled. The remaining balance shown is $78.47. Affirm told me in writing I am not responsible for this loan. Affirm told the CFPB it resolved the claim in my favor. And Affirm's own application is simultaneously demanding payment on that same loan and flagging it as overdue. If this overdue status has been furnished to any credit reporting agency, it constitutes furnishing information the furnisher knows to be inaccurate. I acknowledge that Affirm credited one installment of $26.16. That partial credit does not resolve the underlying issue. 6. MARKETING EMAILS DURING ACCOUNT FREEZE On July 17, 2026, at 5:37 AM CDT — the same day Chen issued the Cease and Desist, the same day my CFPB complaint was filed, and while my account was frozen for "security reasons" — Affirm's automated marketing system emailed me with the subject line "You've got up to $6,880 at MR. PORTER," soliciting me to take on new BNPL purchases. The email came from email@e.affirm.com. Affirm's CFPB response states the account lock is a "security measure intended to protect your information and prevent further unauthorized activity." If I am such a security risk that Affirm must freeze my entire account and block all payment functionality, why is Affirm simultaneously soliciting me for $6,880 in new credit? Chen himself acknowledged this contradiction three days later in his July 20 email, stating: "automated, system-generated marketing and refund emails do not alter the restricted status of your account nor do they supersede my previous directives." This is an admission that Affirm's security team and marketing team are operating independently — the security team locks the account while the marketing team solicits new business from the same consumer they claim is a security risk. 7. CHEN'S "ONLY WAY TO PAY" CLAIM WAS PROVABLY FALSE This is critical. Chen stated on July 17, 2026, at 5:31 PM: "calling (855) 423-3729 to restore your access is the only way to resolve your account freeze." He also rejected my written offer to remit payment through counsel, calling it "not an available option" under the Loan Agreements. Chen's statement was false, and I can prove it. After Chen blocked every payment channel he could think of — the app was frozen, direct contact was prohibited by his own C&D, and payment through counsel was rejected — I independently found a way to pay. I submitted payments on my active Affirm loans through my bank's BillPay service. Affirm received those payments. Affirm processed those payments. Affirm applied those payments to my accounts. If Affirm's systems can receive and process BillPay payments, then calling Customer Service was never "the only way" to pay. Chen's statement to the contrary was a misrepresentation. He told me I had no options, blamed me for "any delay," and then threatened to countersue me for the balances I was trying to pay — while his own company's payment processing system was accepting my BillPay transfers the entire time. Affirm's own payment records will confirm this. 8. REQUESTED RESOLUTION I request: 1. Full resolution and zeroing out of the fraudulent loan XQ8M-YX19, including removal of the overdue status currently displaying in the Affirm application. 2. Correction or deletion of any inaccurate, incomplete, or unverifiable information furnished to Experian, TransUnion, or Equifax in connection with any of my Affirm accounts, including but not limited to the "$26.16 overdue" status on Loan XQ8M-YX19. 3. Written confirmation that no negative information has been or will be furnished to any credit reporting agency as a result of the account freeze, the payment disruption caused by the contradictory legal directives, or the overdue status displayed on the confirmed-fraud loan. Respectfully submitted, Charles W. Kinslow IV, J.D., C.P.A. Monroe, Louisiana July 31, 2026

What happens now?

The complaint process is complete and your complaint is now closed.

We have taken the following additional actions on your complaint:

- We added your complaint to the CFPB's Consumer Complaint Database (http://www.consumerfinance.gov/data-research/consumer-complaints).
- Your feedback, and feedback from others, helps us understand how companies are addressing concerns raised by consumers in their complaints. We will also share your feedback with the company.
- We have also shared your complaint with the Federal Trade Commission, which will add your complaint to its database for state and federal law enforcement agencies.

We appreciate your participation in the complaint process and your feedback on the company's response. Both are important to us and consumers who may have similar issues and concerns.

Closed

The CFPB has closed your complaint.

Consumer Financial Protection Bureau (https://www.consumerfinance.gov/)

Submit a complaint / Review your complaint

Review your complaint

Please review the information below before submitting this complaint. You can return to any section to make changes by selecting "Edit this section."

Step 1

What product or service is your complaint about?

Edit this section

PRODUCT OR SERVICE

Payday loan, title loan, personal loan, or advance loan

TYPE

Installment loan

LOAN USED TO REPAY PREVIOUS LOAN

No

SECTION 2: AFFIRM FALSE WRITTEN RESPONSE & EXECUTIVE OUTREACH

Response Date: July 20, 2026 | *Submitted to Federal Database*

False Material Disclosures: Affirm falsely claimed to federal regulators that I was "in direct communication with merchant" and falsely implied merchant resolution.

Contradictory Legal Demands: Submitted 3.5 hours after Andy Chen threatened a corporate countersuit and demanded phone-only communication.

Underlying Affirm CFPB Response and executive emails displayed below:

Step 2

What type of problem are you having?

Edit this section

ISSUE

Problem when making payments

HAVE YOU ALREADY TRIED TO FIX THIS PROBLEM WITH THE COMPANY?

Yes

DID YOU REQUEST INFORMATION FROM THE COMPANY?

Yes

WHAT INFORMATION DID YOU REQUEST?

Account unfreeze, retraction of false CFPB chargeback statements, and primary fraud records.

DID THE COMPANY PROVIDE THIS INFORMATION?

No

Step 3

What happened?

Edit this section

FOLLOW-UP COMPLAINT TO CLOSED CFPB COMPLAINT #260717-35668593

This complaint is filed to place the CFPB on formal notice of material false statements submitted by Affirm, Inc. (San Francisco, CA) in its July 31, 2026 written response to Complaint #260717-35668593.

1. False Regulatory Submission: In its official filing to federal regulators, Affirm falsely stated that I submitted a $26.16 down payment on July 7, 2026, for fraudulent loan #XQ8M-YX19, and that I subsequently initiated a bank dispute/chargeback with my financial institution to reverse those funds.

2. Factual Disproof: Banking audits prove this statement is factually false. I never authorized a down payment, hold no personal bank card ending in *3151, and never filed a bank dispute or chargeback with any financial institution.

3. Operational Concealment: Affirm fabricated a narrative of consumer chargeback fraud to cover up an automated dispute engine failure on a loan cleared as fraudulent in writing by Affirm Order Review on July 16, 2026.

4. Retaliatory UI Lockdown: Affirm continues to maintain an administrative account freeze, disabling in-app payment access for performing loans while sending automated SMS collection texts.

Formal notice was transmitted to outside counsel Morgan Lewis & Bockius LLP on August 3, 2026.

Complete evidentiary timeline, law enforcement report (Monroe PD #26-29572), and primary documents: https://chasekn43.github.io/Kinslow-Affirm-Dispute-Case-Study/

☑ **I WANT THE CFPB TO PUBLISH THIS DESCRIPTION ON CONSUMERFINANCE.GOV SO THAT OTHERS CAN LEARN FROM MY EXPERIENCE.**

The CFPB will take steps to remove my personal information from this description but someone may still be able to identify me. Learn how it works. I consent to publishing this description after the CFPB has taken these steps.

What would be a fair resolution to this issue?

Edit this section

1. Immediate removal of all administrative account UI freezes and full restoration of in-app payment tools.

2. Formal written retraction submitted to the CFPB correcting false statements regarding alleged consumer chargebacks.

3. Permanent zero-balance confirmation across all Affirm loans and credit facilities, with explicit written assurance of zero derogatory reporting to Experian, TransUnion, or Equifax.

Edit this section

2 attachments

View uploaded documents by clicking on the file name. Documents that pass virus scanning are typically available within 2 minutes of upload.

Subsequent Correspondence with Outside Counsel.pdf (105.6 KB)

CFPB Complaint with Affirm Response and Feedback.pdf (110.4 KB)

Step 4

What company is this complaint about?

Edit this section

COMPANY INFORMATION

Affirm, Inc.

LOAN NUMBER

••••••••••••••••••••••••••

Step 5

What people are involved?

Edit this section

YOUR CONTACT INFORMATION

Charles William Kinslow IV

chase.kinslow@gmail.com
501-707-7779

1002 Park Avenue Unit 4B Monroe,
Louisiana 71201 United States

YOUR PREFERRED LANGUAGE

English

YOUR DEMOGRAPHIC INFORMATION

HOUSEHOLD SIZE INCLUDING TOTAL NUMBER OF ADULTS AND CHILDREN

1

☐ The information given is true to the best of my knowledge and belief. I understand that the CFPB cannot act as my lawyer, a court of law, or a financial advisor.

You will not be able to attach documents or edit this complaint after you submit it.

Please make sure everything is accurate and complete before continuing.

Submit your complaint

About us

We're the Consumer Financial Protection Bureau (CFPB), a U.S. government agency that makes sure banks, lenders, and other financial companies treat you fairly.

Learn how the CFPB can help you (https://www.consumerfinance.gov/about-us/the-bureau/)

HAVE A QUESTION?

(855) 411-2372

TTY/TTD: (855) 729-2372

9 a.m. to 6 p.m. ET, Monday - Friday (except federal holidays). (https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview)

Privacy Act Statement

OMB #3170-0011

Note on user experience

Have a question?

(855) 411-2372

TTY/TTD: (855) 729-2372

9 a.m. to 6 p.m. ET, Monday through Friday
(except federal holidays). (https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview)

An official website of the United States Government

Gmail

Chase Kinslow <chase.kinslow@gmail.com>

Factual Notice: Affirm's False Disclosures in CFPB Complaint #260717-35668593

Chase Kinslow <chase.kinslow@gmail.com> Mon, Aug 3, 2026 at 11:24 AM
To: "Marshall, Madison" <madison.marshall@morganlewis.com>
Cc: arjun.rao@morganlewis.com

Ms. Marshall and Mr. Rao,

I am writing to formally place Morgan Lewis on notice regarding a material factual falsehood submitted by your client, Affirm, Inc., in its official written response to CFPB Complaint #260717-35668593.

In its filing to federal regulators, Affirm stated:

> "The loan required a down payment amount of $26.16 that was submitted on July 7, 2026 leaving a residual loan amount of $78.47 to be repaid. The down payment became a chargeback, which occurred when you disputed the transaction with your financial institution..."

This statement is demonstrably false and misrepresents internal system operations:

1. Zero Down Payment Authorized: I never initiated, authorized, or submitted a $26.16 down payment on July 7, 2026.
2. Card Instrument Mechanics: Visa 3151 was my prior active Affirm virtual card, previously used for legitimate Shop Pay purchases, and it was the card used for the "down payment" your client references above.
3. Fraudulent Order Notification: On July 7, 2026, Shop Pay emailed me regarding an order from Perfume Empire for $104.63 (associated Loan ID: O-NVK3N4E; Purchase ID: XQ8M-YX19). *See attachment*
4. Emergency Call & Department Transfers: I immediately called Affirm Customer Support. Over 49 minutes across calls, I repeatedly authenticated my identity at representatives' requests and endured transfers across at least 4 separate departments trying to reach the appropriate team to stop the transaction.
5. Refusal to Freeze & Zero Follow-Up: Frontline agents instructed me that the pending charge would have to clear before any administrative action could be taken. Affirm performed zero proactive outreach after the charge cleared, forcing me to initiate follow-up calls on July 9. Affirm eventually issued a replacement virtual card after the fact.
6. Virtual Card Processing & Zero Chargeback: The $26.16 down payment processed as a normal transaction using my active Affirm virtual card (Visa 3151) on file at the time. I never authorized this purchase, submitted a manual down payment, or filed a bank chargeback with any financial institution.
7. False Regulatory Representation: Affirm falsely claimed to the CFPB that I submitted a down payment and then filed a bank dispute to reverse it. Affirm fabricated a story of consumer chargeback fraud to explain away the $78.47 balance on a loan its own Order Review team cleared as fraudulent in writing on July 16.

Affirm fabricated a narrative of consumer chargeback fraud to cover up its own operational failure in allowing an unauthorized loan to process after receiving explicit telephonic notice.

This notice will be appended to my formal CFPB rebuttal and transmitted directly to the California Attorney General's Office.

Thanks, Chase

https://chasekn43.github.io/Kinslow-Affirm-Dispute-Case-Study/

Shop Pay - Fraudulent Installment Loan Information.pdf
388K