

**FEDERAL DEPOSIT INSURANCE CORPORATION
WASHINGTON, D.C.**

In the Matter of:

DANIELLE “SHANTA” SOLOMON,
an institution-affiliated party of

Truist Bank
Charlotte, North Carolina

(Insured State Nonmember Bank)

Docket No.:
FDIC-24-0100e
FDIC-24-0101b

**ORDER NO. 16: ORDER OF DEFAULT AND RECOMMENDED DECISION FOR PROHIBITION FROM
FURTHER ACTIVITIES AND RESTITUTION**

On December 16, 2024, Federal Deposit Insurance Corporation (“FDIC”) Enforcement Counsel (“EC”) issued a Notice of Charges (“NOC”) against Respondent, Danielle “Shanta” Solomon, a personal banker with Truist Bank (“Truist”), alleging, among others, that Solomon made unauthorized transfers from the accounts of two elderly bank customers to ones held by her husband.¹ On February 13, 2025, EC filed a Motion for Entry of an Order of Default (“Default Motion”) pursuant to 12 C.F.R. § 308.19(c)(1)-(2) following the failure of Danielle Solomon to file a timely answer to the NOC. On the same day, Solomon filed, without representation by counsel (*pro se*), a motion to dismiss the NOC in lieu of an answer.² Even later in these proceedings, while represented by counsel, Solomon still did not file an answer to the NOC.

For the reasons set forth below, the Default Motion is GRANTED and the Administrative Law Judge (ALJ) recommends that the Board of Directors of the FDIC enter an order of prohibition from future banking activities and an order of restitution in the amount of \$352,450 against the Respondent, Danielle Solomon.

¹ NOC at 3, 4, and 6-7.

² The Certificate of Service for Solomon’s motion to dismiss is dated February 12, 2025, but this Tribunal received the filing by email on February 13, 2025.

I. Danielle Solomon has not demonstrated good cause for failure to file an answer.

The FDIC Rules of Practice and Procedure (“Procedural Rules”) require a respondent to file an answer within 20 days of service of the notice of charges.³ By failing to file an answer within the 20-day timeframe, a respondent waives the right to appear and contest those allegations.⁴ Before ruling on a motion for an order of default and issuing a recommended decision to the FDIC Board of Directors, the ALJ must find that “no good cause has been shown for the failure to file a timely answer.”⁵ Counsel for Danielle Solomon⁶ in its Opposition to the Motion for an Order of Default (“Opposition”) argues that good cause exists for Solomon’s failure to file an answer to the NOC. The ALJ disagrees that the mere filing of a motion to dismiss satisfies the requirement to file an answer under the Procedural Rules.

a. A Motion to Dismiss does not satisfy the requirement to file an answer to the NOC.

Danielle Solomon never filed an answer to the NOC as required by 12 C.F.R. § 308.19(a). Instead, appearing unrepresented by counsel, she filed a motion to dismiss the charges asserting affirmative defenses challenging the FDIC’s jurisdiction, venue, and service of process.⁷ Later, her counsel argued that “[Danielle] Solomon did not simply ignore the FDIC Notice or cause any undue delay. Instead, she filed a Motion to Dismiss concurrently, or before, the FDIC filed the instant Motion for Default.”⁸ The ALJ disagrees that this was sufficient.

³ 12 C.F.R. § 308.19(a) (2025).

⁴ *Id.* at § 308.19(c)(1) (2025).

⁵ *Id.* at § 308.19(c)(1) (2025).

⁶ On October 3, 2025, counsel for Solomon filed a Motion for Leave to Withdraw as counsel citing “irreconcilable differences” and “complications in obtaining necessary documents and the inability of Respondent to continue paying attorney’s fees.” The ALJ granted the motion and held the matter in abeyance until December 17, 2025, to provide Danielle Solomon an opportunity to obtain new counsel. *Order No. 14: Withdrawal of Respondent’s Counsel*. Because Solomon did not do so by that date, the ALJ now proceeds to deciding EC’s pending Default Motion.

⁷ *Motion to Dismiss* at 1.

⁸ *Opposition* at 3.

Solomon's Motion to Dismiss does not satisfy the Procedural Rules' explicit requirements for an answer. Under the Procedural Rules, "[a]n answer must specifically respond to each paragraph or allegation of fact contained in the notice and must admit, deny, or state that the respondent lacks sufficient information to admit or deny each allegation of fact."⁹ Further, under the Rules, the appropriate filing for a respondent to assert any affirmative defenses is in the answer.¹⁰ In this case, while asserting affirmative defenses to the enforcement action, Solomon neither admits nor denies any of the factual allegations in the NOC.¹¹

While Solomon filed her Motion to Dismiss without the assistance of counsel, "[unrepresented] litigants must still follow the same procedural rules that govern other litigants."¹² Neither Danielle Solomon nor later her counsel attempted to correct this defect and file a late answer to the charges. Indeed, Solomon's counsel, in its Opposition, doubles down on the failure to file a timely answer. Counsel states, "Of course, if Ms. Solomon's Motion to Dismiss is denied [sic] she will promptly file an answer denying the allegations against her."¹³ Accordingly, the ALJ finds that Solomon's Motion to Dismiss does not constitute an answer under 12 C.F.R. § 308.19(a). The inquiry now moves to whether she had good cause for her failure to file a timely answer.¹⁴

b. Insufficient service of process does not constitute good cause because the FDIC adequately served the NOC on Danielle Solomon.

Counsel argues that the FDIC did not adequately serve the NOC on Danielle Solomon which excuses her from the requirement to file an answer under 12 C.F.R. § 308.19(a). Counsel recycles most of the arguments made by Danielle Solomon, appearing unrepresented, in her Motion to

⁹ 12 C.F.R. § 308.19(b) (2025).

¹⁰ *Id.* at § 308.19(b) (2025) ("The answer must set forth affirmative defenses, if any, asserted by the respondent.").

¹¹ *See generally Motion to Dismiss.*

¹² *Kay v. Bemis*, 500 F.3d 1214, 1218 (10th Cir. 2007).

¹³ *Opposition* at 4 n.1.

¹⁴ Even if the Motion to Dismiss could be construed as an answer meeting the requirements of 12 C.F.R. § 308.19, which it cannot, it would still have been untimely, as the time for filing an answer within 20 days of service of the NOC would have lapsed on January 7, 2025. 12 C.F.R. § 308.12(a), (c)(1) (2025).

Dismiss to support its argument.¹⁵ Counsel argues that EC’s attempt to serve the NOC by certified mail was defective because “there was no authorized recipient present and [it] was subsequently returned to sender,” the process server gave the NOC to a Tesla repairman, not Danielle Solomon, and that EC sent the NOC to an inactive Gmail account.¹⁶ The ALJ rejects counsel’s arguments that EC failed to adequately serve the NOC on Danielle Solomon under these circumstances.

The Procedural Rules, 12 C.F.R. § 308.11 following 12 U.S.C. § 1818(l), provide that service on a respondent may be made “[b]y personal service”, “[b]y delivery to a person of suitable age and discretion at the physical location where the individual resides or works”, “[b]y registered or certified mail . . . or by an overnight delivery service to the respondent’s last known mailing address”, or “[b]y any other method reasonably calculated to give actual notice.”¹⁷ Further, “due process . . . does not require that Respondent receive actual notice of the proceeding,” as long as the notice given is reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”¹⁸ In this case, EC served Danielle Solomon by all four means.¹⁹ In addition to arguing that Solomon did

¹⁵ The same argument that the FDIC did not perfect service of process on Danielle Solomon was rejected by this ALJ in denying Solomon’s Motion to Dismiss. *Order No. 15: Decision Denying Motion to Dismiss*.

¹⁶ *Opposition* at 3, Exhibits B, F, and E.

¹⁷ 12 C.F.R. § 308.11(c)(2) (2025). Both statute and regulation comport with United States Supreme Court precedent regarding service within the boundaries of constitutional due process. *See Jones v. Flowers*, 547 U.S. 220, 226 (2006) (“[D]ue process requires the government to provide notice reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.”) (internal quotation marks and citation omitted); *Tulsa Prof’l Collection Svcs. v. Pope*, 485 U.S. 478, 490 (1988) (“We have repeatedly recognized that mail service is an inexpensive and efficient mechanism that is reasonably calculated to provide actual notice.”).

¹⁸ *In the Matter of Despina Skabardonis*, Nos. 13-0444e & -0443k, 2016 WL 8201948, at *5 (May 10, 2016) (FDIC final decision) (citing *Jones*, 547 U.S. at 226); *see also, e.g., In the Matter of Briget Boyd*, Nos. 19-0080e & 20-0013k, 2021 WL 3603475, at *2 (June 15, 2021) (FDIC final decision) (service effected by certified mail to last known residence, even if delivery to respondent was not confirmed); *In the Matter of Salvatore DiBenedetto*, Nos. 14-0059e, -0096l, & -0158b, 2015 WL 4269870, at *3 (Feb. 17, 2015) (FDIC final decision) (service effected by certified mail to last known residence and signed for by someone else).

¹⁹ *Default Motion*, Exhibits B-J.

not personally receive the NOC by certified mail or UPS, counsel for Solomon specifically disputes service by process server and by email.

First, counsel asserts that service was made to a Tesla solar panel repairman at Danielle Solomon's home, not Solomon herself.²⁰ Rather, the process server's notes show that Solomon avoided service, and the NOC was conspicuously left on her property, not with the Tesla repairman.²¹ The process server wrote in his notes, "the garage door was open and several people were standing inside, before I could get to the entrance everyone had disappeared."²² The process server merely noted that "a utility van was on the driveway with TESLA [written] on the sides."²³ He did not serve the NOC to anyone associated with the Tesla van, but left it at a "conspicuous place on the property."²⁴

Next, counsel argues that EC's emailing the NOC to Solomon on January 21, 2025, was insufficient because Solomon's Gmail account became inactive on July 30, 2024 is also contravened by the record.²⁵ The record shows that, on May 30, 2024, Danielle Solomon provided the Gmail in question to EC as "the best way to reach her."²⁶ Subsequently, EC sent Solomon emails on July 25, 2024, July 31, 2024, August 23, 2024, and, finally, an email with the NOC on January 25, 2025.²⁷ None of the emails received a response.²⁸ The record also shows that, on July 30, 2024, Solomon's Gmail account went inactive due to a full inbox and no remaining storage.²⁹

²⁰ *Opposition* at 3.

²¹ Neither Solomon appearing pro se nor Solomon's counsel objected to the admission of any evidentiary exhibits including exhibit H. 12 C.F.R. § 308.36(d)(4) (2025) ("Failure to object to admission of evidence or to any ruling constitutes a waiver of the objection.").

²² *Default Motion*, Exhibit H.

²³ *Id.*

²⁴ *Id.*

²⁵ *Opposition* at 2, Exhibits D and E.

²⁶ *Default Motion*, Exhibit G, Declaration of Senior FDIC Attorney Charlotte M. Bohn, February 12, 2025, ¶ 6.

²⁷ *Id.* at ¶¶ 7, 9, 10, and 12.

²⁸ *Id.* at ¶¶ 7, 9, and 10.

²⁹ *Opposition*, Exhibit E.

Solomon, however, made no effort to provide EC with an updated email or other contact during that time. Regardless, Danielle Solomon was still able to file a motion to dismiss and participate in these proceedings both self-represented and represented by counsel. Accordingly, the ALJ finds that service of the NOC was made on Danielle Solomon in accordance with statute and the Procedural Rules and that no good cause exists for Danielle Solomon's failure to file an answer to the NOC.³⁰

II. The FDIC has jurisdiction over Danielle Solomon.

The FDIC's jurisdiction is uncontested. Branch Banking and Trust Company n.k.a. Truist Bank, Charlotte, North Carolina ("Truist Bank") is a North Carolina corporation with its principal place of business in Winston-Salem. Truist Bank is an insured state nonmember bank. Danielle Solomon, as a former employee of Truist Bank, is an institution-affiliated party ("IAP") within the meaning of 12 U.S.C. § 1818. Accordingly, the FDIC has jurisdiction over this matter.

III. Uncontested Factual Findings

Danielle Solomon, by failing to file an answer, does not contest the allegations in the NOC. The NOC provides that from February 8, 2021, to her termination on February 26, 2021, Danielle Solomon, a personal banker with access to customer accounts, made unauthorized transfers from the accounts of two octogenarian account holders, J.H. and J.L., to ones held by her husband Jesse Solomon.³¹ On February 8th and 10th, 2021, Danielle Solomon admitted to bank investigators to making two debits from J.H.'s Truist account to pay her husband's \$21,618.31 Citibank credit card balance.³² In a written statement, provided on February 26, 2021, Solomon asserted that the debits, but not the specific amounts, were consensual because she had "developed a relationship with

³⁰ 12 U.S.C. § 1818(l), 12 C.F.R. § 308.11 (2025).

³¹ NOC at 3-7.

³² *Id.* at 3.

[J.H.] after learning that he was lonely.”³³ J.H. denied to bank investigators to even knowing Danielle Solomon, let alone permitting her to transfer money from his account.³⁴ On February 26, 2021, the Bank terminated Solomon and reimbursed J.H. \$21,618.31.³⁵

As bank investigators later found, the two debits were not the only unauthorized transfers made from J.H.’s account. On February 10, 2021, an unauthorized wire transfer in the amount \$230,000 was made from J.H.’s account to Stacey M. Butterfield of the Polk County Clerk of Courts.³⁶ The \$230,000 was ostensibly for an account in the name of Jesse Solomon to bid for back tax properties in Polk County, Florida.³⁷ Instead of bidding on real estate, Jesse Solomon withdrew the full amount.³⁸ In the end, Truist reimbursed J.H. the \$230,000, bringing the total loss to the Bank to \$251,618.31.³⁹

Danielle Solomon’s termination of employment with Truist, however, did not end her attempts to access J.H.’s account. On March 12, 2021, Solomon deposited \$21,618.31 into J.H.’s account, a sum that corresponds with the unauthorized debits of \$21,618.31 to pay Jesse Solomon’s credit card bill.⁴⁰ On April 7, 2021, there was another attempt to deposit money into a Truist account held by J.H. This time at Truist’s Haines City branch, one that J.H. told investigators that he “never visited.”⁴¹ A check for \$232,548.36 was presented for deposit at the Haines City branch.⁴² The \$232,548.36, however, came from an account held by J.H. at Merrill Lynch.⁴³ On April 7, 2021,

³³ *Id.* at 4.

³⁴ *Id.*

³⁵ *Id.*

³⁶ *Id.*

³⁷ *Id.*

³⁸ *Id.*

³⁹ *Id.* at 5.

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² *Id.*

⁴³ *Id.*

the check was rejected due to insufficient funds in the Merrill Lynch account.⁴⁴ After meeting with J.H. on April 26, 2021, bank investigators concluded that J.H. was not the individual who attempted to deposit the check.⁴⁵

During their investigation, the Bank discovered that Danielle Solomon had also accessed the accounts of two other elderly bank customers, J.L. and R.K., without their knowledge. On January 23, 2020, Danielle Solomon used the email for her company, Cleaning Done Right, to surreptitiously create an online banking profile for J.L.'s account.⁴⁶ On January 27, 2020, after opening a new bank account in R.K.'s name as a pass-through, Solomon, using her unique Truist employee User ID, wired \$108,000 from J.L.'s account to R.K.'s.⁴⁷ On January 28, 2020, without either J.L.'s or R.K.'s knowledge, she attempted to wire \$107,960 to "Jesse."⁴⁸ The wire transfer was rejected for failure to provide a full name.⁴⁹ Not to be deterred, a second attempt in the name of "Jesse Soloman" was successfully sent to her husband Jesse Solomon's E*TRADE brokerage account.⁵⁰

From June 8, 2020, to January 4, 2021, Danielle Solomon continued to initiate transfers from J.L.'s account to her husband. There were five transactions from J.L.'s account totaling \$14,450 to pay Jesse Solomon's Citibank credit card bill.⁵¹ Bank investigators concluded that Danielle Solomon transferred a total of \$122,450 from J.L.'s account and Truist reimbursed J.L. that

⁴⁴ *Id.*

⁴⁵ *Id.* at 6.

⁴⁶ *Id.*

⁴⁷ *Id.*

⁴⁸ *Id.*

⁴⁹ *Id.*

⁵⁰ *Id.* at 7.

⁵¹ *Id.*

amount.⁵² In the end, Solomon's unauthorized transactions from the accounts of J.H. and J.L. led to a \$374,068.31 loss to Truist and constituted a violation of the Bank's Code of Ethics.⁵³

IV. The misconduct merits an order of prohibition.

EC alleges that Danielle Solomon, an IAP, engaged in unsafe and unsound banking practices that led to a \$374,068.31 loss to Truist Bank and a gain to herself in the same amount. Because of Solomon's misconduct, the NOC requests an order of prohibition from future activities in the banking industry. To obtain a prohibition from future activities, EC must prove the IAP's conduct satisfies the distinct elements of (1) misconduct, (2) effect, and (3) culpability.⁵⁴ EC may demonstrate IAP misconduct by showing that the IAP has:

- “directly or indirectly violated any law or regulation [or] any cease-and-desist order which has become final,”
- “engaged or participated in any unsafe or unsound practice in connection with any insured depository institution or business institution,” or
- “committed or engaged in any act, omission, or practice which constitutes a breach of such party's fiduciary duty.”⁵⁵

EC may prove the effect of the IAP's misconduct by demonstrating (1) that the financial institution “suffered or probably will suffer financial loss or other damage,” (2) that depositors' interests “have been or could be prejudiced,” or (3) that the IAP “received financial gain or other benefit.”⁵⁶ Finally, culpability is demonstrated when the IAP's misconduct either “involves personal dishonesty” or “demonstrates willful or continuing disregard . . . for the safety or soundness of [the] insured depository institution.”⁵⁷

⁵² *Id.*

⁵³ *Id.*

⁵⁴ 12 U.S.C. § 1818(e).

⁵⁵ *Id.* at § 1818(e)(1)(A).

⁵⁶ *Id.* at § 1818(e)(1)(B).

⁵⁷ *Id.* at § 1818(e)(1)(C).

The uncontested facts show that IAP Danielle Solomon’s misconduct satisfies all three elements of 12 U.S.C. § 1818(e)(1) because she recklessly engaged in unsafe and unsound practices that led to a \$374,068.31 loss to the bank and a corresponding pecuniary gain to herself and her husband. An “unsafe or unsound practice” is “any action, or lack of action, which is contrary to generally accepted standards of prudent operation, the possible consequences of which, if continued, would be abnormal risk or loss or damage to an institution, its shareholders, or the agencies administering the insurance funds.”⁵⁸ Here, Solomon engaged in misconduct constituting unsafe and unsound practices demonstrated by her abusing her access to customer accounts as a personal banker to making unauthorized transfers of funds from accounts held by J.H. and J.L., two elderly bank customers over 80, to ones held by her husband Jesse Solomon. Solomon’s misconduct had the effect that Truist Bank suffered a loss of \$374,068.31 when reimbursing account holders J.H. and J.L. Finally, Danielle Solomon demonstrated culpability through her admitted personal dishonesty to bank investigators to the February 8 and 10, 2021 unauthorized transactions from J.H.’s account.⁵⁹ While the remaining unauthorized transactions were not admitted to Truist investigators, they are uncontested in these proceedings. Accordingly, the ALJ finds that an order of prohibition is merited in this case.

V. The misconduct merits an order of restitution.

An order of restitution is appropriate when the respondent was unjustly enriched through misconduct that constituted a reckless disregard for law under 12 U.S.C. § 1818(b)(6). 12 U.S.C. § 1818(b)(6)(A) provides, in relevant part, that to merit an order of restitution, EC must

⁵⁸ *In the Matter of Patrick Adams*, No. AA-EC-11-50, 2014 WL 8735096, at *3 (Sept. 30, 2014) (OCC final decision) *quoting* Financial Institutions Supervisory Act of 1966: Hearings on S. 3158 Before the House Comm. on Banking and Currency, 89th Cong., 2d Sess. 49 (1966) (statement of John H. Horne, Chairman of the FHLBB), 112 Cong. Rec. 26,474 (1966) (“Horne memorandum”).

⁵⁹ NOC at 3-4.

demonstrate that an IAP, like Danielle Solomon, “was unjustly enriched in connection with such violation or practice” or “the violation or practice involved a reckless disregard for the law or any applicable regulation[.]”⁶⁰ In the instant case, the uncontested facts show that Danielle Solomon’s violations of 12 U.S.C. §§ 1818(e) and (i)(2) led to her unjust enrichment. Danielle Solomon’s unauthorized transfers from the accounts of two elderly bank customers over 80 to ones held by her husband led to her unjustly receiving \$374,068.31. Accordingly, the ALJ finds that an order of restitution is merited in this case.

VI. Conclusion and Recommended Remedies

For the foregoing reasons, the ALJ recommends that the Board of Directors of the FDIC enter an order of prohibition from future banking activities, an order of restitution in the amount of \$352,450 against the Respondent, Danielle “Shanta” Solomon, which is the amount by which Solomon was unjustly enriched minus the \$21,618.31 transferred back to J.H. by Solomon on March 12, 2021.

SO ORDERED.

Issued: December 30, 2025



C. Scott Maravilla
Administrative Law Judge
Office of Financial Institution Adjudication

⁶⁰ 12 U.S.C. § 1818(b)(6)(A)(i)-(ii).

CERTIFICATE OF SERVICE

On December 30, 2025, I served a copy of the foregoing **Order** upon the following individuals via email:

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