

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

In the Matter of:

YOANDY HIJUELO,
an Institution-Affiliated Party of

TRUIST BANK
Charlotte, North Carolina
(Insured State Nonmember Bank)

DECISION AND ORDER TO PROHIBIT,
ORDER TO PAY RESTITUTION, AND
ORDER TO PAY CIVIL MONEY
PENALTY

FDIC-25-0058e
FDIC-25-0059b
FDIC-25-0060k

I. INTRODUCTION

This matter is before the Board of Directors (Board) of the Federal Deposit Insurance Corporation (FDIC) following the issuance on March 18, 2026, of an Order of Default and Recommended Decision for Prohibition from Further Activities, Restitution, and the Assessment of a Civil Money Penalty (Recommended Decision or R.D.) by Administrative Law Judge C. Scott Maravilla (ALJ). The ALJ recommends that Respondent Yoandy Hijuelo (Respondent), a former senior relationship manager at Truist Bank, Charlotte, North Carolina (Bank), be subject to an order of prohibition from future banking activities pursuant to section 8(e) of the Federal Deposit Insurance Act (FDI Act), 12 U.S.C. § 1818(e), be ordered to pay restitution of \$59,000 under section 8(b)(6)(A) of the FDI Act, 12 U.S.C. § 1818(b)(6)(A), and be assessed a civil money penalty (CMP) of \$35,000 pursuant to section 8(i) of the FDI Act, 12 U.S.C. § 1818(i).

This is an uncontested proceeding. The charges are set forth in the FDIC's Notice of Intention to Prohibit from Further Participation, Notice of Assessment of Civil Money Penalty, Notice of Charges for an Order for Restitution, Findings of Fact and Conclusions of Law, Order

to Pay, Notice of Hearing, and Prayer for Relief (Notice) dated June 12, 2025. The record shows that FDIC Enforcement Counsel (Enforcement Counsel) served Respondent with the Notice by UPS, secure email, and certified mail return receipt requested from June 12, 2025, through July 17, 2025. Respondent did not file an answer to the charges in the Notice and did not request a hearing on the assessment of a CMP. On August 7, 2025, Enforcement Counsel filed a Motion for Entry of an Order of Default (Default Motion) pursuant to 12 C.F.R. § 308.19(c)(1)-(2) with the ALJ based on Respondent's failure to file a timely answer to the Notice. Respondent did not respond to the Default Motion. On March 18, 2026, the ALJ granted the Default Motion and issued the Recommended Decision. For the reasons discussed below, the Board adopts the Recommended Decision and issues an Order to Prohibit, an Order to Pay Restitution, and an Order to Pay Civil Money Penalty.

II. BACKGROUND

On June 12, 2025, Enforcement Counsel issued the Notice against Respondent pursuant to sections 8(b), 8(e), and 8(i) of the FDI Act. At all times pertinent to the proceeding, Respondent was an employee of the Bank, which is a North Carolina corporation and an insured state nonmember bank. R.D. at 2. As a former senior relationship banker at the Bank, Respondent is an institution-affiliated party (IAP) within the meaning of 12 U.S.C. § 1818. *Id.* The FDIC has jurisdiction over this matter.

A. Respondent's Violations of Laws and Regulations

In 2020, Respondent filed applications for Small Business Administration (SBA) loans related to the COVID-19 pandemic for two newly created entities, Spross Tech Services (Spross Tech) and Herbal Life & More Inc. (Herbal Life). R.D. at 2-3. As discussed below, contrary to applicable laws and regulations, Respondent (1) made false statements to the SBA in his loan

applications for Spross Tech and Herbal Life to induce the SBA into making those loans and (2) then impermissibly spent the loan proceeds on personal expenses. R.D. at 3.

1. *The CARES Act*

On March 27, 2020, in response to the COVID-19 pandemic, Congress enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which empowered the SBA to issue Economic Injury Disaster Loans (EIDLs). R.D. at 3; 15 U.S.C. § 636(b)(2). In addition to issuing EIDLs, the SBA also administered EIDL advances that did not require repayment. R.D. at 3. Loan applications to the SBA required eligible entities to provide, among other things, the business's gross revenue for the year prior to the pandemic (as of January 31, 2020), number of employees, and cost of goods sold. R.D. at 3; 15 U.S.C. § 636(b)(2). An eligible entity constituted, in relevant part, a business with fewer than 500 employees operating before January 31, 2020. R.D. at 3; 15 U.S.C. § 9009(a), (c)(2).

Businesses were required to self-certify eligibility under penalty of perjury and to authorize the Internal Revenue Service (IRS) to release tax transcripts to the SBA. R.D. at 3; 15 U.S.C. § 9009(e)(2). EIDL funds and EIDL advances could only be spent in specified ways and could not be used for personal expenses. *See* R.D. at 3; *see also* 15 U.S.C. § 9009(e)(4); 13 C.F.R. § 123.303.

2. *Spross Tech Services EIDL*

On April 5, 2020, Respondent applied to the SBA for an EIDL on behalf of Spross Tech, representing that Spross Tech was a 100-percent-owned S-Corporation established on November 1, 2018, with only two employees. R.D. at 3; Notice ¶ 18. Respondent further stated that, for the year prior to the pandemic, Spross Tech had gross revenue of \$81,250 and \$0 in costs of goods sold. R.D. at 3-4. On June 4, 2020, in response to an SBA verification request,

Respondent opened a business checking account for Spross Tech at the Bank and deposited \$50. *Id.* at 4.

On June 5, 2020, Respondent submitted to the SBA an unsigned 2019 Form 1120-S tax return for Spross Tech that showed \$3,408 in gross sales, \$9,467 in costs of goods sold, and that the company operated at a loss of \$6,059. *Id.* at 4. This 2019 tax return, however, was contravened by a tax transcript from the IRS, which showed gross receipts of \$0 for Spross Tech in 2019. *Id.* Neither the unsigned return nor the transcript support Spross Tech's \$81,250 annual revenue in 2019 as claimed in Respondent's application. The IRS also did not have a tax return for the company on file for 2018. *Id.* In fact, Spross Tech was not incorporated until June 11, 2020, when Respondent filed the necessary documentation with the State of Florida – two months after Respondent submitted its application for EIDL funds to the SBA and more than four months after the January 31, 2020, statutory cutoff for eligibility. *Id.*

On June 12, 2020, Respondent signed Spross Tech's loan agreement with the SBA for \$38,700 in EIDL funds. *Id.* In the agreement, Respondent certified that "[a]ll representations in [the application] (including all supplementary submissions) are true, correct and complete and are offered to induce SBA" to loan Spross Tech money. *Id.* Respondent also certified that Spross Tech "[would] use all the proceeds . . . solely as working capital to alleviate economic injury caused by disaster." *Id.* The agreement warned that any false statements or misrepresentations to the SBA in making the loan could result in criminal, civil, or administrative sanctions. *Id.*

On June 15, 2020, Respondent received \$38,600 (minus \$100 for mandatory uniform commercial code filing fees) in EIDL money from the SBA, which was deposited directly into the Spross Tech business account at Truist Bank. *Id.* On June 26, 2020, the SBA deposited a

\$2,000 EIDL advance into Spross Tech's account at the Bank. *Id.* On February 25, 2021, Respondent was interviewed by Bank officials regarding the EIDL and EIDL advance deposited into the Spross Tech account at the Bank. Notice ¶ 30. Respondent told them that the loan money was used to purchase equipment and to pay his cousin, an employee of Spross Tech. R.D. at 4. On February 26, 2021, Respondent gave to Truist officials a copy of the Spross Tech 2019 Form 1120-S that he had submitted to the SBA. *Id.*

Contrary to the representations that Respondent made to the Bank, the record shows that Respondent used the EIDL funds solely to make personal purchases, including at restaurants and retail outlets, and to pay personal credit card bills. *Id.* at 5. For example, he spent \$2,000 at Nissan Pembroke Pines and \$3,500 at Weston Nissan Volvo. *Id.* The record also shows that money was moved from Spross Tech's business account at the Bank to investment brokerages Robinhood Investments, Ameritrade, and Pennymac. *Id.* Even after his termination from employment with the Bank on June 25, 2021, Respondent continued making personal purchases with EIDL money. *Id.* Spross Tech account records at the Bank reflect no allowable business expenses, payroll, or any type of business activity. Notice ¶ 37.

On June 25, 2021, Respondent closed the Spross Tech account at the Bank. He then moved the remaining \$21,360.53 to a JPMorganChase account that he opened on July 20, 2021. R.D. at 5. Respondent made personal purchases from the JPMorganChase account at Expedia.com, Universal Orlando theme park, SeaWorld, movie theaters, vacation resorts, and retail stores. *Id.* Finally, on September 13, 2022, Respondent transferred the last \$4,735 in the JPMorgan Chase account to his wife. *Id.* Ten days later, on September 23, 2022, Spross Tech was administratively dissolved. *Id.* The SBA was forced to write off the entire \$38,700 EIDL and EIDL advance made to Spross Tech as a financial loss. *Id.*

3. *Herbal Life & More Inc. EIDL*

Parallel with the Spross Tech EIDL, Respondent also received EIDL funds for another entity, Herbal Life. On June 16, 2020, Respondent filed an application for an EIDL with the SBA on behalf of Herbal Life. R.D. at 5. In the application, Respondent asserted that Herbal Life was an S-Corporation e-commerce company founded on January 1, 2018, with gross revenue of \$180,456 for the year prior to the COVID-19 pandemic, monthly revenue of \$15,038, and cost of goods sold of \$143,789. *Id.* Notwithstanding the representations on the application, Respondent filed incorporation documents for Herbal Life with the State of Florida on June 19, 2020 – three days after his EIDL application for that business and more than four months after the January 31, 2020, statutory cutoff for eligibility. *Id.* That same day, using his home address, Respondent opened a business checking account with \$20 at the Bank for Herbal Life.

On June 20, 2020, Respondent signed the loan agreement with the SBA for \$15,400 in EIDL funds. *Id.* at 6. In the loan agreement, as with Spross Tech, Respondent certified that “[a]ll representations in [the application] (including all supplementary submissions) are true, correct and complete and are offered to induce SBA” to loan Herbal Life money. *Id.* Respondent also certified that Herbal Life “[would] use all the proceeds . . . solely as working capital to alleviate economic injury caused by disaster.” *Id.* The agreement warned that any false statements or misrepresentations to the SBA in making the loan could result in criminal, civil, or administrative sanctions. *Id.* On June 23, 2020, Herbal Life received \$15,400 in EIDL funds from the SBA. *Id.* On June 30, 2020, Herbal Life received another \$3,000 for an EIDL advance. *Id.*

On February 25, 2021, Bank officials questioned Respondent about the Herbal Life account. *Id.* Respondent told Bank officials that his wife sold dietary supplements through

Herbal Life and that the EIDL money was used for inventory and supplies and to pay her salary. *Id.*; Notice ¶ 55. Respondent also told Bank officials that Herbal Life ceased operations at the end of January 2020. R.D. at 6. On February 26, 2021, Respondent gave them a copy of what appeared to be Herbal Life's 2019 Form 11-S tax return showing \$2,179 in revenue with a total loss of \$4,076. *Id.* Contrary to the Form 11-S provided to the Bank, IRS tax transcripts show that Herbal Life did not file returns in 2018 or 2019. *Id.*

The record also shows that Respondent used the EIDL funds in the Herbal Life business account at the Bank only for personal expenditures. *Id.* For example, Respondent used \$18,261 of the EIDL money from the loan and the advance to pay credit card bills. *Id.* Subsequently, Herbal Life was administratively dissolved on September 23, 2022, the same day that Spross Tech was dissolved. *Id.* On November 1, 2023, the SBA wrote off the entire \$15,400 EIDL and EIDL advance to Herbal Life as a financial loss. *Id.*

B. FDIC Enforcement Proceeding

On June 12, 2025, the FDIC issued the Notice seeking an order of prohibition, an order of restitution, and a CMP against Respondent based on his violations of laws and regulations. *See* R.D. at 1. The record shows that Enforcement Counsel confirmed Respondent's mailing address through public databases and properly served Respondent with the Notice by three different means. R.D. at 2. On June 12, 2025, Enforcement Counsel served Respondent with the Notice by UPS, which was delivered to his address on June 13, 2025. R.D. at 2 n.5. On July 10, 2025, Enforcement counsel served Respondent with the Notice by certified mail return receipt requested, which Respondent received on July 17, 2025, and for which Respondent signed the return signature card. R.D. at 2 n.5. Enforcement counsel also served Respondent by secure email on July 10, 2025. *See* Default Motion ¶ 5 & Default Motion Ex. 7. Both the Notice and a

preliminary order entered by the ALJ on June 13, 2025, informed Respondent of the requirement to file an answer within 20 days from the date of service, as provided by 12 C.F.R. § 308.19(a), the requirement to request a hearing on the CMP within 20 days after issuance of the Notice, as provided by 12 U.S.C. § 1818(i)(2)(H), and the consequences of failing to do so. Respondent did not file an answer to the Notice, did not show good cause for failing to file an answer, and did not request a hearing on the assessment of a CMP. R.D. at 2.

On August 7, 2025, Enforcement Counsel filed the Default Motion pursuant to 12 C.F.R. § 308.19(c)(1)-(2). R.D. at 1. Respondent did not respond to the Default Motion. *Id.* On March 18, 2026, the ALJ granted the Default Motion and issued the Recommended Decision, finding that Respondent did not file an answer within 20 days of the Notice, did not show good cause for his failure to answer, and did not request a hearing. R.D. at 1-2. The ALJ recommended that Respondent be subject to an order of prohibition from future banking activities, be ordered to pay restitution of \$59,000, and be assessed a CMP of \$35,000. R.D. at 12. Respondent did not file any Exceptions to the Recommended Decision. Accordingly, Respondent has waived his right to appear and contest the allegations in the Notice.

C. Legal Standard

Unless otherwise provided by statute, in an administrative proceeding the administrative agency has the burden of proof to establish its charges by a preponderance of the evidence. *See* 5 U.S.C. § 556(d); *Steadman v. SEC*, 450 U.S. 91, 102 (1981). Enforcement Counsel bears the burden to prove the statutory elements for the entry of a prohibition order and an order of restitution against Respondent. Because Respondent failed to request a hearing, by law, the assessment of a CMP in the Notice was converted into a final and unappealable order. *See* 12 U.S.C. § 1818(i)(2)(E)(ii); 12 C.F.R. § 308.19(c)(2). Based on an independent review of the

record, the statutory elements for the issuance of an order of prohibition, an order of restitution, and an order assessing a CMP are satisfied here.

III. RESPONDENT'S VIOLATIONS OF RULES AND REGULATIONS MERIT A PROHIBITION ORDER

For the entry of a prohibition order under 12 U.S.C. § 1818(e), the FDIC must prove the separate elements of misconduct, effect, and culpability.

The misconduct element may be established by showing that Respondent, an IAP, (1) “directly or indirectly violated any law or regulation [or] any cease-and-desist order which has become final,” (2) “engaged or participated in any unsafe or unsound practice in connection with [the Bank],” or (3) “committed or engaged in any act, omission, or practice which constitutes a breach of [Respondent’s] fiduciary duty.” 12 U.S.C. § 1818(e)(1)(A).

The effect element is established by showing that, “by reason of” the misconduct, the Bank “has suffered or will probably suffer financial loss or other damage,” that the Bank’s depositors’ interests “have been or could be prejudiced,” or that Respondent “has received financial gain or other benefit.” 12 U.S.C. § 1818(e)(1)(B).

The culpability element is satisfied when the alleged misconduct either “involves personal dishonesty” by Respondent or “demonstrates willful or continuing disregard by [Respondent] for the safety or soundness of [the Bank].” 12 U.S.C. § 1818(e)(1)(C).

The uncontested facts show that Respondent satisfies all three elements of Section 1818(e) – misconduct, effect, and culpability. Specifically, (1) Respondent violated provisions of the CARES Act and applicable regulations, (2) the violations resulted in a financial gain to Respondent of \$59,000, and (3) Respondent’s actions involved personal dishonesty. R.D. at 7.

A. Misconduct

The Board finds that Respondent's actions in making multiple false statements to the SBA to secure EIDLs for ineligible companies and in spending the loan money on personal expenses both constitute misconduct under 12 U.S.C. § 1818(e)(1)(A).

To be eligible for an EIDL under the CARES Act, a company must have been operating before January 31, 2020, the outset of the COVID-19 pandemic. 15 U.S.C. § 9009(a), (c)(2). The CARES Act required applicants to self-certify their eligibility under penalty of perjury. *Id.* § 9009(e)(2). In addition, it is a crime to make a false statement to the SBA "for the purpose of obtaining [] any loan . . . or for the purpose of obtaining money, property, or anything of value." 15 U.S.C. § 645(a). As the ALJ found, Respondent made false statements to the SBA that Spross Tech and Herbal Life were eligible to receive EIDLs.

In Respondent's June 12, 2020, loan agreement with the SBA, Respondent certified that Spross Tech's gross revenue in 2019 was \$81,250. R.D. at 8. By signing the agreement, Respondent certified that "[a]ll representations in [his loan] application (including all supplementary submissions) [were] true, correct and complete and [] offered to induce [the] SBA to make [the l]oan." *Id.* The undisputed facts in the record show that these certifications were false. Spross Tech was a newly created entity that was ineligible for an EIDL under the requirements of the CARES Act. Spross Tech was incorporated in Florida on June 11, 2020, months after the January 31, 2020, statutory cutoff. R.D. at 8. Respondent also did not open a bank account for Spross Tech until June 2020. *Id.* In addition, tax transcripts showed that Spross Tech grossed \$0 in 2020, and there was no record of a prior year return. *Id.* Thus, the uncontested findings of fact demonstrate that Spross Tech was ineligible for the EIDL and EIDL advance that it received from the SBA. Accordingly, the Board finds that Respondent made

false statements to the SBA for the purpose of obtaining loans to Spross Tech in violation of the CARES Act and 15 U.S.C. § 645(a).

Respondent's conduct with respect to the loan to Herbal Life also satisfies the element of misconduct. As with Spross Tech, Respondent made false statements for the purpose of inducing the SBA to make an EIDL for an ineligible company in violation of the CARES Act. R.D. at 9. Respondent's June 20, 2020, loan agreement with the SBA certified that Herbal Life was an S-Corporation focused on e-commerce. *Id.* Respondent further certified that Herbal Life was established on January 1, 2018, and, in 2019, had a gross revenue of \$180,456, monthly revenue of \$15,038, and cost of goods sold of \$143,789. *Id.* The undisputed facts in the record show that these certifications were false. Herbal Life was a newly created entity that was ineligible for an EIDL under the explicit requirements of the CARES Act and applicable regulations. *Id.* Respondent filed incorporation documents for Herbal Tech with Florida on June 19, 2020, more than four months after the January 31, 2020, statutory cutoff for eligibility. *Id.* On the same day, Respondent opened a business account for Herbal Life at the Bank using his home address. *Id.* IRS tax transcripts also show that Herbal Life did not file tax returns in 2018 or 2019. *Id.* Accordingly, the Board finds that Respondent made false statements to the SBA for the purpose of obtaining loans to Herbal Life in violation of the CARES Act and 15 U.S.C. § 645(a).

Respondent also violated the CARES Act and applicable regulations by spending the Spross Tech and Herbal Life EIDL funds and advances on personal expenses. The CARES Act required that EIDL loan and advance money be used only for working capital, necessary business expenditures, and debt payments. R.D. at 8, 10. In his loan agreements with the SBA, Respondent certified that Spross Tech and Herbal Life "[would] use all the proceeds . . . solely as

working capital to alleviate economic injury caused by disaster.” *Id.* at 8-10. The uncontested facts show that Respondent instead used the Spross Tech EIDL funds for personal expenses, such as credit card payments, dining at restaurants, and purchases at retail stores and other vendors. *Id.* at 9. Similarly, Respondent used Herbal Life EIDL funds for personal expenses, including paying his credit card bills. *Id.* at 10. Accordingly, the Board finds that Respondent used EIDL money for personal expenses and had falsely stated otherwise to the SBA in violation of the CARES Act.

B. Effect

Respondent’s conduct satisfies the effect element. Enforcement Counsel may prove the effect of an IAP’s misconduct by demonstrating that the IAP “received financial gain or other benefit” by reason of the misconduct. 12 U.S.C. § 1818(e)(1)(B). Here, by reason of Respondent’s false statements, he received EIDLs for ineligible companies, the proceeds of which he spent on personal expenses. Respondent received \$59,000 in financial gain from the EIDL funds that he received from the SBA.

C. Culpability

Culpability is demonstrated when a respondent’s conduct “involves personal dishonesty.” 12 U.S.C. § 1818(e)(1)(C). Respondent demonstrated his culpability by making false statements to the SBA and mispending the loan money, both of which involve personal dishonesty.

IV. RESPONDENT’S MISCONDUCT MERITS AN ORDER TO PAY RESTITUTION IN THE AMOUNT OF \$59,000

The FDIC may require that a respondent “make restitution” if the respondent “was unjustly enriched in connection with [a relevant] violation or practice” or “the violation or practice involved a reckless disregard for the law or any applicable regulations.” 12 U.S.C. § 1818(b)(6)(A). The uncontested facts show that Respondent made false statements to the SBA

to secure EIDLs and spent those funds on personal expenses leading to his unjust enrichment in the amount of \$59,000. Accordingly, the Board finds that Respondent's actions merit an order of restitution to the SBA in the amount of \$59,000.

V. RESPONDENT'S VIOLATIONS OF RULES AND REGULATIONS MERIT ASSESSMENT OF A \$35,000 CMP

The FDI Act and the accompanying procedural rules require a respondent to request a hearing on the assessment of a CMP within 20 days of service of the notice of charges. R.D. at 2; 12 U.S.C. § 1818(i)(2)(H); 12 C.F.R. § 308.19(a). If a respondent does not request a hearing within that time, the assessment of a CMP becomes a "final and unappealable order." R.D. at 2; 12 U.S.C. § 1818(i)(2)(E); 12 C.F.R. § 308.19(c)(2). Here, both the Notice and a June 13, 2025, Order of the ALJ informed Respondent of the requirement to timely request a hearing on the CMP and the consequences of failing to do so. R.D. at 2. Respondent did not file a request for a hearing. *Id.* Accordingly, the FDIC's assessment of a \$35,000 CMP against Respondent became final and unappealable. *Id.* Based on the undisputed facts related to Respondent's misconduct, assessment of a CMP against Respondent is merited even setting aside that he failed to request a hearing.

For a CMP to be imposed, Enforcement Counsel must prove, in relevant part, that Respondent engaged in actionable misconduct, which may be satisfied by showing a violation of law or regulation. 12 U.S.C. § 1818(i)(2)(B)(i). Enforcement Counsel also must show that the misconduct (1) "is part of a pattern of misconduct," (2) "causes or is likely to cause more than a minimal loss to" the Bank, or (3) "result[ed] in pecuniary gain or other benefit" to the Respondent. 12 U.S.C. § 1818(i)(2)(B)(ii). Further, before any CMP can be assessed, the Board, must weigh the appropriateness of the amount of the penalty sought when considered in light of certain potentially mitigating factors, which include "the size of financial resources and

good faith of the insured depository institution or other person charged,” “the gravity of the violation,” the “history of previous violations,” and “such other matters as justice may require.” 12 U.S.C. § 1818(i)(2)(G).

As discussed above, Respondent violated 12 U.S.C. § 1818(e)(1)(A)(i)(I) through his violations of the CARES Act and other applicable laws and regulations by making false statements to induce the SBA to make EIDLs and advances to ineligible entities, the proceeds of which he spent on personal expenses. R.D. at 11. Respondent’s misconduct also demonstrates a pattern of misconduct and resulted in a pecuniary gain to himself. First, Respondent’s fraudulent activity encompassed separate applications relating to two ineligible companies (Spross Tech and Herbal Life) and he made false statements to both SBA and Bank officials. This demonstrates Respondent’s active engagement in an established pattern of misconduct. *Id.* Second, Respondent spent the loan money on himself resulting in a pecuniary gain of \$59,000.

In addition, the recommended CMP is appropriate in light of any potentially mitigating factors. Respondent did not request a hearing or otherwise respond to the Notice. In doing so, Respondent declined to provide any information on mitigating factors for the Board’s consideration, such as his financial resources, good faith, or history of previous violations, the gravity of the violations, or any other matters. Based on consideration of the facts of this case, together with all potential mitigating factors, the Board finds that the imposition of a \$35,000 CMP is appropriate.

VI. CONCLUSION

For the foregoing reasons, the Board finds that entry of a prohibition order, an order of restitution in the amount of \$59,000, and assessment of a second-tier CMP of \$35,000 against Respondent are warranted.

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

In the Matter of:

YOANDY HIJUELO,
an Institution-Affiliated Party of

TRUIST BANK
Charlotte, North Carolina
(Insured State Nonmember Bank)

ORDERS

FDIC-25-0058e
FDIC-25-0059b
FDIC-25-0060k

ORDER TO PROHIBIT

The Federal Deposit Insurance Corporation (FDIC) Board of Directors (Board), having considered the entire record of this proceeding, finds that Respondent Yoandy Hijuelo, formerly employed by Truist Bank, Charlotte, North Carolina (Bank), violated 12 U.S.C. § 1818(e) by making false statements to receive Economic Injury Disaster Loans (EIDLs) under the Coronavirus Aid, Relief, and Economic Security (CARES) Act for ineligible companies, the proceeds of which Respondent spent on personal expenses, in violation of applicable laws and regulations. Respondent received \$59,000 in financial gain from the EIDL funds that he received from the Small Business Administration. The Board further finds that Respondent's misconduct involved personal dishonesty. Accordingly, the Board hereby ORDERS and DECREES that:

1. Yoandy Hijuelo shall not participate in any manner in any conduct of the affairs of any insured depository institution, credit union, agency, or organization enumerated in section 8(e)(7)(A) of the Federal Deposit Insurance Act (FDI Act), 12 U.S.C. § 1818(e)(7)(A), without

the prior written consent of the FDIC and the appropriate Federal financial institutions regulatory agency as that term is defined in section 8(e)(7)(D) of the FDI Act, 12 U.S.C. § 1818(e)(7)(D).

2. As described in 12 U.S.C. § 1818(e)(6)(B), Yoandy Hijuelo shall not solicit, procure, transfer, attempt to transfer, vote, or attempt to vote any proxy, consent or authorization with respect to any voting rights in any insured depository institution, credit union, agency, or organization enumerated in section 8(e)(7)(A) of the FDI Act, 12 U.S.C. § 1818(e)(7)(A), without the prior written consent of the FDIC and the appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the FDI Act, 12 U.S.C. § 1818(e)(7)(D).

3. As described in 12 U.S.C. § 1818(e)(6)(C), Yoandy Hijuelo shall adhere to all voting agreements previously approved by the appropriate Federal banking agency with respect to any insured depository institution, credit union, agency, or organization enumerated in section 8(e)(7)(A) of the FDI Act, 12 U.S.C. § 1818(e)(7)(A), except as otherwise permitted, in writing, by the FDIC and the appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the FDI Act, 12 U.S.C. § 1818(e)(7)(D).

4. As described in 12 U.S.C. § 1818(e)(6)(D), Yoandy Hijuelo shall not vote for a director, or serve or act as an institution-affiliated party, as that term is defined in section 3(u) of the FDI Act, 12 U.S.C. § 1813(u), of any insured depository institution, credit union, agency, or organization enumerated in section 8(e)(7)(A) of the FDI Act, 12 U.S.C. § 1818(e)(7)(A), without the prior written consent of the FDIC and the appropriate Federal financial institutions regulatory agency, as that term is defined in section 8(e)(7)(D) of the FDI Act, 12 U.S.C. § 1818(e)(7)(D).

5. This ORDER shall be effective thirty (30) days from the date of its issuance.

6. The provisions of this ORDER will remain effective and in force except in the event that, and until such time as, any provision of this ORDER shall have been modified, terminated, suspended, or set aside by the FDIC.

SO ORDERED.

IT IS FURTHER ORDERED that copies of this Decision and Order shall be served on Respondent Yoandy Hijuelo, FDIC Enforcement Counsel, the Administrative Law Judge, and the Commissioner of the North Carolina Office of the Commissioner of Banks.

By Order of the Board of Directors.

Dated at Washington, D.C., this 10th day of September, 2026.



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**HANOI
VERAS**

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Executive Secretary

ORDER TO PAY RESTITUTION

The Federal Deposit Insurance Corporation (FDIC) Board of Directors (Board), having considered the entire record of this proceeding, and taking into account the appropriateness of restitution, hereby ORDERS and DECREES that:

1. Yoandy Hijuelo is ordered to pay restitution in the amount of \$59,000 to the Small Business Administration pursuant to 12 U.S.C. § 1818(b)(6)(A).
2. This ORDER shall be effective and the restitution shall be final and payable thirty (30) days from the date of its issuance.

The provisions of this ORDER will remain effective and in force except to the extent that, and until such time as, any provision of this ORDER shall have been modified, terminated, suspended, or set aside by the FDIC.

SO ORDERED.

IT IS FURTHER ORDERED that copies of this Decision and Order shall be served on Respondent Yoandy Hijuelo, FDIC Enforcement Counsel, the Administrative Law Judge, and the Commissioner of the North Carolina Office of the Commissioner of Banks.

By Order of the Board of Directors.

Dated at Washington, D.C., this 10th day of September, 2026.

HANOI VERAS Digitally signed by HANOI
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Hanoi Veras
Executive Secretary

ORDER TO PAY CIVIL MONEY PENALTY

The Federal Deposit Insurance Corporation (FDIC) Board of Directors (Board), having considered the entire record of this proceeding, and taking into account the appropriateness of the penalty with respect to the mitigating factors set forth in 12 U.S.C. § 1818(i)(2)(G), including the size of the financial resources and good faith of Respondent, the gravity of the violations, the history of previous violations, and such other matters as justice may require, hereby ORDERS and DECREES that:

1. A civil money penalty is assessed against Yoandy Hijuelo in the amount of \$35,000 pursuant to 12 U.S.C. § 1818(i).
2. This ORDER shall be effective and the penalty shall be final and payable sixty (60) days from the date of its issuance.

The provisions of this ORDER will remain effective and in force except to the extent that, and until such time as, any provision of this ORDER shall have been modified, terminated, suspended, or set aside by the FDIC.

SO ORDERED.

IT IS FURTHER ORDERED that copies of this Decision and Order shall be served on Respondent Yoandy Hijuelo, FDIC Enforcement Counsel, the Administrative Law Judge, and the Commissioner of the North Carolina Office of the Commissioner of Banks.

By Order of the Board of Directors.

Dated at Washington, D.C., this 10th day of September, 2026.

HANOI VERAS
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VERAS
Date: 2026.09.10 14:32:31
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Executive Secretary