PROTECTING ASSETS & CHILD CUSTODY IN THE FACE OF DEPORTATION

A GUIDE FOR PRACTITIONERS ASSISTING IMMIGRANT FAMILIES

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APPLESEED
FOREWORD

Dear Friends,

Can you imagine being abruptly ejected from the United States — and leaving behind your home, your children, your job, your bank account, and everything else you’ve spent years to build? Can you imagine what your children would feel when they arrived home and you’re gone?

Deportation can be a cataclysm for families and communities, destroying decades of hard-earned assets and rupturing family development. But with advanced planning, immigrant families can prevent an enormous amount of this damage.

That’s why Appleseed is proud to present an updated version of its 2012 Manual, “Protecting Assets and Child Custody in the Face of Deportation.” This one-of-a-kind resource is designed for immigrants and those who work with them; the host of attorneys, nurses, social workers, religious workers who are stepping up in challenging times.

Appleseed’s Manual will help families develop plans in advance to deal with critical financial and family issues in the event of deportation, arrest, and other family emergencies. It will help immigrant families deal with child custody and related children’s issues, personal finances, assets and personal property, remittance payments, wages and benefits, business issues, and taxes. And it includes special guidance for family and children’s issues, including professional advice for parents to help their families deal with painful psychological issues, and for immigrant survivors of domestic violence and sexual assault.

Make no mistake: for vulnerable immigrant families, advance planning can make all the difference. Once an immigrant is detained or deported from the United States, navigating a legal proceeding or managing assets is much more difficult, or even impossible, especially since immigration laws bar immigrants from reentering the United States after deportation for several years.

We are grateful to our pro bono law firms, volunteer psychologists, translation companies, and more than 20 nonprofit partners across the country who wrote, researched, proofread, and translated this manual into Spanish. We could simply not have done it without you. Thank you so much to Adams and Reese LLP, the Asian Pacific Institute on Gender-based Violence, ASISTA, Ballard Spahr LLP, BGBG Abogados, Cooley LLP, Directum Translations, Hogan Lovells LLP, Mexico Appleseed, the Mexico
City Department of Labor, MomsRising/MamasConPoder, Norton Rose Fulbright, O’Melveny & Myers, The William Alanson White Institute Center for Public Mental Health, and White & Case for your commitment, careful drafting, and counsel during this process. We are also deeply grateful to the Annie E. Casey Foundation and the Ford Foundation for their support of these efforts.

Immigrants come to the United States to build a better future and to unite with family members. Most have lived in the United States for many years, paying taxes and joining the daily life of their communities. Over time, immigrants buy homes, start businesses and build personal assets. When they build better lives, they make our country stronger.

That’s why this Manual is a labor of love for all who worked on it. We are committed to fairness and compassion for the millions of immigrants living in our country. Our hope is that you can use this resource to help them build better lives.

Sincerely,

Annette LoVoi, Director, Financial Access and Asset Building, Appleseed
Disclaimers

*Each Chapter is intended to provide generalized information on a particular topic. In many cases, laws may differ from state to state. Therefore, this information is not intended to replace state-specific legal assistance. Nothing in this manual is intended to create an attorney-client or fiduciary relationship.*

*Appleseed recognizes and understands the legal term “alien,” used to describe any person born in another country to parents who are not American and who has not become a naturalized citizen, but is living or staying in the United States. However, throughout this Manual, we will primarily use the term “immigrant” in place of the term “alien” based on AP Stylebook guidance and the recommendations of our partners. The exception will be when citing laws, codes, or regulations that specifically use the term “alien.”*
17. Remittance Transfer Consumer Rights

United States consumer protection law protects individuals who send remittance transfers to recipients in another country. This section discusses the details and applicability of these protections. This chapter addresses the following issues:

**What Remittance Transfers are Protected?**  
**What Protections Apply to Remittance Transfers?**  
**What if You Want to Cancel Your Remittance Transfer?**  
**What if There is a Problem with Your Remittance Transfer?**

What Remittance Transfers Are Protected?

A remittance is money sent by an individual in the United States through a remittance transfer provider to recipients abroad.

An individual who sends a remittance of $15 or more is protected by certain federal disclosure requirements imposed on most businesses that provide the remittance transfer service.

Not all businesses that provide remittance transfer services are covered by the law. Only companies that provide more than 100 remittance transfers per year ("remittance transfer service providers") are required to comply with the law. Remittance transfer service providers generally include money transmitter companies (such as Western Union), banks and credit unions, and many other types of financial services companies.

Generally, businesses that send remittances on behalf of customers are regulated entities, either because they are regulated banking organizations or they are nonbank businesses that have state licenses as money transmitters. Almost all states now license and regulate nonbank money transmitters. For your protection, you should use only a regulated bank or a licensed money transmitter to send your remittance.
What Protections Apply to Remittance Transfers?

Under federal law, remittance transfer service providers are required to provide readily understandable, clear and conspicuous disclosures of certain information concerning your remittance transfer.

Under federal regulations, remittance transfer providers must provide you with the following information before you pay to send a remittance:

- The applicable exchange rate;
- Any fees and taxes that the remittance transfer provider collects from you;
- Any fees charged by any third parties involved in the transfer process, including the remittance transfer provider's agents or other companies involved in the transfer process;
- The total amount of money expected to be delivered (not including foreign taxes or certain fees charged to the recipient of the remittance); and
- A statement that additional foreign taxes and fees may apply.

Remittance transfer providers must also provide the following information after you pay to send the remittance:

- The date that the money will be available to the recipient;
- Instructions on your right to cancel the remittance;
- What to do in case there is an error with your remittance; and
- How to submit a complaint about your remittance.

Generally speaking, these disclosures must be provided in English and either in: (i) each of the foreign languages principally used by the remittance transfer provider to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error; or (ii) the foreign language primarily used by the sender to conduct the transaction, provided that the foreign language is principally used by the remittance transfer provider to advertise, solicit, or market remittance transfer services at the office in which a sender conducts a transaction or asserts an error. Generally speaking, transfers conducted solely through telephone, mobile and text should be made in the language used by the sender to conduct the remittance transfer transaction.

What If You Want to Cancel Your Remittance Transfer?

After paying for a remittance, you have 30 minutes to cancel the transaction at no charge but only if the transfer has not already been picked up or deposited into the recipient's account.
After the request to transfer, the remittance transfer provider has three business days to refund your remittance and any fees or taxes if allowed by law.

**What If There is a Problem with Your Remittance Transfer?**

If you think that there was an error or mistake with your remittance transfer, you should immediately contact the remittance transfer provider. You have 180 days from the date the money was supposed to be available to the recipient of the remittance (this date must be disclosed by the remittance transfer provider) to notify the provider of the error.

The remittance transfer provider has 90 days from the date of your complaint to investigate your concern.

If certain errors occur, then you may be able to choose to receive a refund or re-send the remittance. These errors include payment of the wrong amount, failure to deliver funds on time or to the right person, and failure to deliver the funds at all.

If you do not receive a satisfactory response, from the provider, you can submit a complaint to the United States’ Consumer Financial Protection Bureau (CFPB). Complaints may be submitted online at: [https://www.consumerfinance.gov/complaint/](https://www.consumerfinance.gov/complaint/).