

**UNITED STATES OF AMERICA
BUREAU OF CONSUMER FINANCIAL PROTECTION**

ADMINISTRATIVE PROCEEDING File
No. 2020-BCFP-0022

In the Matter of:

**U.S. EQUITY ADVANTAGE, INC.
and ROBERT M. STEENBERGH,**

CONSENT ORDER

The Bureau of Consumer Financial Protection (Bureau) has reviewed certain acts and practices of U.S. Equity Advantage, Inc. (USEA) and Robert M. Steenbergh (Steenbergh) (collectively Respondents) regarding their marketing for an automobile loan Payment Accelerator Program and has identified the following violations of the Consumer Financial Protection Act, § 1031(a) and 1036(a)(1)(B); 12 U.S.C. §§ 5531(a), 5536(a)(1)(B):

(1) Respondents misrepresent to consumers, when disclosing individualized benefits, the interest savings they will realize from the program.

Respondents' disclosures project savings for each consumer, but fail to account for the program's \$399 enrollment fee in calculating those

savings. In fact, the program's cost will ordinarily exceed any savings because of the enrollment fee it charges;

(2) Respondents misrepresent to consumers the "Total Benefit" of the program; and

(3) Respondents misrepresent that they have helped hundreds of thousands of customers save \$29 million or more in interest by participating in AutoPayPlus when Respondents have no basis for making this claim, and in fact the program has not saved consumers anywhere near that amount.

Under Sections 1053 and 1055 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

I Jurisdiction

1. The Bureau has jurisdiction over this matter under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565.

II Stipulation

2. Respondents have executed a "Stipulation and Consent to the Issuance of a Consent Order," dated November 2, 2020 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this

Stipulation, Respondents have consented to the issuance of this Consent Order by the Bureau under sections 1053 and 1055 of the CFPB, 12 U.S.C. §§ 5563 and 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondents admit the facts necessary to establish the Bureau's jurisdiction over Respondents and the subject matter of this action.

III **Definitions**

3. The following definitions apply to this Consent Order:
 - a. "Affected Consumers" includes all persons who enrolled in the AutoPayPlus during the Relevant Period who paid the full amount of enrollment fees on an interest-bearing loan and did not receive a refund of those fees.
 - b. "AutoPayPlus" means a Payment Accelerator Program that Respondents have marketed, and includes preceding or succeeding programs such as Equity Accelerator Program.
 - c. "Clearly and Prominently" means:
 - i. In textual communications (e.g., printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and location sufficiently noticeable for an

ordinary consumer to read and comprehend it, in print that contrasts with the background on which it appears;

- ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the disclosure must be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;
- iii. In communications disseminated through video means (e.g., television or streaming video), the disclosure must be in writing in a form consistent with subsection (i), and must appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend it;
- iv. In communications made through interactive media such as the internet, online services, and software, the disclosure must be unavoidable and presented in a form consistent with subsection (i);
- v. In communications that contain both audio and visual portions, the disclosure must be presented simultaneously in both the audio and visual portions of the communication; and
- vi. In all instances, the disclosure must be presented before the consumer incurs any financial obligation, in an understandable language and syntax, and with nothing contrary to, inconsistent

with, or in mitigation of the disclosures used in any communication with the consumer.

- d. “Respondent” when referring to U.S. Equity Advantage, Inc., includes its successors and assigns.
- e. “Effective Date” means the date on which the Consent Order is issued.
- f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, or his or her delegate.
- g. “Payment Accelerator Program” means a service or program that withdraws consumer funds more frequently than their original loan schedule and then transmits the funds to consumers’ lenders or loan servicers.
- h. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondents based on substantially the same facts as described in Section IV of this Consent Order.
- i. “Relevant Period” includes the period from July 21, 2011 to the Effective Date.

j. “Respondents” means U.S. Equity Advantage, Inc., and Robert M. Steenbergh, individually, collectively, or in any combination.

IV

Bureau Findings and Conclusions

The Bureau finds the following:

4. USEA is a Florida corporation with its principal place of business at 800 North Magnolia Avenue, Suite 1275, Orlando, FL 32803.
5. Robert M. Steenbergh is the founder, President, Chief Executive Officer, and ultimate owner of U.S. Equity Advantage, Inc., and he personally directed or oversaw its practices in this matter.
6. Respondents, at all times material to this complaint, have collected and transmitted consumer funds from consumers to their lenders or servicers, activity that constitutes a consumer financial product or service covered by the CFPB. 12 U.S.C. § 5481(5), (15)(A)(iv). Respondents are both a “covered person” and “service provider” as those terms are defined by 12 U.S.C. § 5481(6) and (26).
7. Given his status as an officer or employee charged with managerial responsibility for USEA, a controlling shareholder, and a shareholder who materially participates in the conduct of the affairs of USEA, Steenbergh is a “related person” under the CFPB. 12 U.S.C. § 5481(25)(C).

8. Because of his status as a “related person” under the CFPA, Steenbergh is deemed a “covered person” under the CFPA. 12 U.S.C. § 5481(25)(B).
9. Since November 2005, Respondents have offered a Payment Accelerator Program called “AutoPayPlus” (formerly called the “Equity Accelerator Program”).
10. Respondents’ AutoPayPlus program, like many accelerator programs, collects and applies one extra loan payment each year toward repayment of consumer’s loans which, in theory, can substantially reduce the number of loan payments and the interest paid over the life of the loan.
11. In the AutoPayPlus program, consumers authorize USEA to withdraw portions of their regularly due car payments on an alternative schedule, often corresponding to the consumers’ paydays.
12. For most of its customers, USEA makes these withdrawals bi-weekly. USEA holds these payments, and then submits full payments to the consumers’ lenders or other payees on the schedules set by those lenders or payees—usually monthly.
13. Because there are 52 weeks and 26 bi-weekly periods each year, USEA withdraws the equivalent of thirteen monthly payments each year, instead of twelve.

14. Respondents charge a “program fee,” sometimes called an “enrollment fee,” to consumers in the AutoPayPlus program. Respondents apply a consumer’s extra payments to this fee until it is paid in full, before submitting any of the extra payments to the consumer’s lender.
15. Once Respondents’ fees are paid, future extra payments are sent to consumers’ lenders or payees.
16. During the Relevant Period, more than 100,000 consumers have enrolled in AutoPayPlus.
17. Respondents enter into agreements with various auto dealerships to enroll consumers in the AutoPayPlus program.
18. Those dealerships receive a commission based on the number of consumers they enroll.
19. Respondents have entered into agreements to enroll customers in their payment accelerator program with more than 900 dealerships.
20. Since at least July 21, 2011, Respondents’ “program fee” or “enrollment fee” has been \$399.
21. Respondents charge a “convenience fee” or “debit fee” each time money is withdrawn from consumers’ accounts, i.e., every two weeks for most customers.

22. Since January 2017, Respondents' "debit fee" or "convenience fee" has been \$2.45. Before January 2017, the debit fee was \$1.95.
23. Respondents charge consumers a one-time "verification fee" when they process consumers' authorization to withdraw money from their bank accounts via Automated Clearing House withdrawals.
24. Since at least July 21, 2011, USEA's "verification fee" has been \$0.95.

Findings and Conclusions as to Respondents' Misrepresentations Regarding the Overall Benefits of AutoPayPlus

25. During the Relevant Period, Respondents provided dealerships with a web portal or with software through which the dealerships can enroll customers in the AutoPayPlus program.
26. Respondents' web portal and software generate customized disclosure forms called "Bi-Weekly Sales Tools" or "Benefits Disclosures."
27. The benefits disclosures are based on individual consumers' loan terms and purport to describe the benefits and costs specific to individual consumers.
28. Respondents instruct dealerships to provide every consumer with the benefits disclosures to "guarantee accurate benefit disclosure."
29. Respondents do not permit dealerships to change or manipulate the benefits disclosures before presenting them to the consumer.

30. The disclosures purport to show potential savings after accounting for fees. For example, the disclosures state: “Congrats! Your interest savings cover service costs and you pocket \$[specific amount] in interest.” The disclosures also state: “All AutoPayPlus benefits have taken into consideration and amortized the \$399 program fee.”
31. Despite these representations about covering fees and taking into consideration the enrollment fee, the costs and savings represented to consumers in the disclosures fail to account for the \$399 enrollment fee, thereby overstating savings or understating costs to every consumer by \$399.
32. Section 1036(a)(1)(B) of the CFPA prohibits “unfair, deceptive, or abusive” acts or practices. 12 U.S.C. § 5536(a)(1)(B).
33. Respondents’ representations, as described in Paragraphs 25-31 constitute deceptive acts or practices in violation of sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).
34. During the Relevant Period, Respondents enrolled over 100,000 consumers in AutoPayPlus. Tens of thousands of these consumers paid the full enrollment fee on an interest-bearing loan.

**Findings and Conclusions as to Respondents' Misrepresentations Concerning
"Total Benefit"**

35. During the Relevant Period, Respondents state in disclosures provided to consumers specific dollar savings amounts called the "Improved Equity" and "Total Benefit," which refers to the reduced loan balance at a particular time in the loan schedule.
36. But Respondents, while touting the "benefit" to consumers of enrolling in AutoPayPlus in dollar terms, failed to disclose to consumers that any gain in equity is caused by the fact that consumers are paying more money and, in most cases, will end up having to pay more to USEA than the actual value of the "benefit" to realize it.
37. Section 1036(a)(1)(B) of the CFPA prohibits "unfair, deceptive, or abusive" acts or practices. 12 U.S.C. § 5536(a)(1)(B).
38. Respondents' representations, as set forth in Paragraphs 35-36, constitute deceptive acts or practices in violation of sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

**Findings and Conclusions as to Respondents' Misrepresentations Concerning
Consumers' Historical Savings from AutoPayPlus**

39. During the Relevant Period, Respondents provided marketing materials, including brochures distributed to consumers and multiple websites, which

claim that USEA has helped hundreds of thousands of customers save \$29 million or more in interest.

40. At all times that Respondents made these claims, they did not collect or maintain data to support the claims, or otherwise have any reasonable basis for them.
41. In fact, Respondents' customers have not achieved \$29 million in interest savings and Respondents have not calculated the actual total consumer interest savings.
42. Section 1036(a)(1)(B) of the CFPA prohibits "unfair, deceptive, or abusive" acts or practices. 12 U.S.C. § 5536(a)(1)(B).
43. Respondents' representations, as set forth in Paragraphs 39-41, constitute deceptive acts or practices in violation of sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

CONDUCT PROVISIONS

V

Prohibition on Deceptive Practices

IT IS ORDERED, under sections 1053 and 1055 of the CFPA, that:

44. Respondents and Respondents' officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a) and 5536(a)(1)(B), by misrepresenting or assisting others in misrepresenting, expressly or impliedly, the following:
 - a. That consumers have experienced savings of any amount, a reduction in payments, or any other financial benefit from using AutoPayPlus or other Payment Accelerator Program;
 - b. That by enrolling in Respondents' AutoPayPlus or other Payment Accelerator Program, consumers will achieve savings of any amount, a reduction in payments, or any other financial benefit through saving a specific amount in interest payments;
 - c. The nature and function of the Payment Accelerator Program, including by creating the impression that consumers achieve savings

through an accelerated payment schedule, rather than through making increased payments resulting in a higher annual loan payment;

- d. Any other fact material to consumers concerning a Payment Accelerator Program, such as: total costs; any material restrictions, limitations, or conditions; or any material aspect of its performance, efficacy, nature, or central characteristics.

45. Respondents and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, or offering for sale of any Payment Accelerator Program, shall not in any manner, expressly or by implication:

- a. Represent that the Payment Program will save any consumer money, including interest, unless the amount of savings a consumer will achieve is greater than the total amount of fees and costs charged in connection with the Payment Program and the representation is otherwise true.
- b. Represent that the Payment Program will save any consumer a specific amount of money, including interest, unless the specified amount is the amount of savings after deducting any fees or costs charged in

connection with the Payment Program and the representation is otherwise true.

Bureau's Company Portal Requirement

46. Within 30 days of the Effective Date, Respondents must complete all steps necessary to register USEA in the Bureau's Company Portal, including providing the information required at www.consumerfinance.gov/company-signup and in the Bureau's Company Portal Boarding Form (OMB No. 3170-0054). USEA, in connection with responding to consumer complaints and inquiries, whether acting directly or indirectly, is subject to and may not violate § 1034(b) and (c) of the CFPA, 12 U.S.C. §§ 5534(b) and (c).

MONETARY PROVISIONS

VI

Order to Pay Redress

IT IS FURTHER ORDERED that:

47. A judgment for equitable monetary relief is entered in favor of the Bureau and against Respondents, in the amount of \$9,300,000, however, full payment of this judgment will be suspended upon satisfaction of the obligations in Paragraphs 48 through 53 of this Section and Paragraphs 62 through 64 of Section IX and subject to Section VII of this Consent Order.

48. Based on financial statements and supporting documentation that Respondents submitted to the Bureau and Respondents' inability to pay the entire judgment for equitable monetary relief, Respondents are ordered to pay \$900,000 toward the judgment for equitable monetary relief provided in Paragraph 47. This payment shall be made in accordance with the terms of Paragraph 49.
49. Respondents must pay to the Bureau, by wire transfer to the Bureau or the Bureau's agent, and according to the Bureau's writing instructions, \$900,000, in partial satisfaction of the judgment reference in Paragraph 47 of this Section. Respondents shall pay the judgment in 15 monthly installments of \$60,000 each. The first installment is due within 10 days of the Effective Date and the remaining 14 installments due by the 15th of each subsequent month with the final payment due on or before January 15, 2022.
50. With regard to any redress that Respondents pay under this Section, if Respondents receive, directly or indirectly, any reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, or if Respondents secure a tax deduction or tax credit with regard to any federal, state, or local tax, Respondents must: (a) immediately notify the Enforcement Director in writing, and (b)

within 10 days of receiving the funds or monetary benefit, Respondents must transfer to the Bureau the full amount of such funds or monetary benefit (Additional Payment) to the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 47 will be reduced by the amount of the Additional Payment.

51. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or to the Bureau's agent according to applicable statutes and regulations to be used for redress for injured consumers, including but not limited to refund of moneys, restitution, damages or other monetary relief, and for any attendant expenses for the administration of any such redress.
52. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or if funds remain after redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Respondents will have no right to challenge any actions that the Bureau or its representatives may take under this Section.
53. Payment of redress to any Affected Consumer under this Consent Order may not be conditioned on that Affected Consumer waiving any right.

VII

Effect of Misrepresentation or Omission Regarding Financial Condition

IT IS FURTHER ORDERED that:

54. The Bureau's agreement to issue this Consent Order is expressly premised on the truthfulness, accuracy, and completeness of Respondents' sworn financial statements and supporting documents submitted to the Bureau on or about June 25, 2020, July 16, 2020, July 23, 2020, July 30, 2020, August 3, 2020, August 6, 2020, August 14, 2020, and September 2, 2020, which Respondents assert are truthful, accurate, and complete.
55. If the Bureau in its sole discretion determines that Respondents have failed to disclose any material asset or that any of its financial statements contain any material misrepresentation or omission, including materially misstating the value of any asset, then the suspension of the monetary judgment entered in Section VI will be terminated, and the Bureau can seek to enforce in any federal district court as immediately due and payable the full judgment entered in Section VI of this Consent Order, \$9,300,000, less any amounts paid under Section VI of the Consent Order.
56. After the reinstatement of the monetary judgment under this Section, the Bureau will be entitled to interest on the judgment, computed from the date

of entry of this Consent Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid.

VIII

Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

57. Under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Respondents must pay a civil money penalty of \$1 to the Bureau.
58. Within 10 days of the Effective Date, Respondents must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
59. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
60. Respondents must treat the civil money penalty paid under this Consent Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Respondents may not:
 - a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or

- b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, with regard to any civil money penalty paid under this Consent Order.
61. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondents may not argue that Respondents are entitled to, nor may Respondents benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondents based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondents must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

IX

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

62. In the event of any default on Respondents' obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
63. Respondents must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondents.
64. Under 31 U.S.C. § 7701, Respondents, unless they already have done so, must furnish to the Bureau their taxpayer identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
65. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondents must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondents paid or is required to pay to consumers and describe the

consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS
X
Reporting Requirements

IT IS FURTHER ORDERED that:

66. Respondents must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to, a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondents; or a change in Respondents' name or address. Respondents must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.
67. Within 7 days of the Effective Date, Respondents must each:
 - a. designate at least one telephone number and email, physical, and postal addresses as points of contact, that the Bureau may use to communicate with each Respondent;

- b. identify all businesses for which each Respondent is the majority owner, or that each Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - c. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales;
 - d. identify Respondents' telephone numbers and all email, Internet, physical, and postal addresses, including all residences; and
 - e. describe in detail Respondents' involvement in any business for which they perform services in any capacity or which they wholly or partially own, including Respondents' title, role, responsibilities, participation, authority, control, and ownership.
68. Respondents must report any change in the information required to be submitted under Paragraph 66 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
69. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondents must each submit to the Enforcement Director an accurate written compliance progress report (Compliance Report), which, at a minimum:

- a. Lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Respondents have complied with each such paragraph and subparagraph of the Consent Order;
- b. Describes in detail the manner and form in which Respondents have complied with the Redress Plan; and
- c. Attaches a copy of each Order Acknowledgment obtained under Section XI, unless previously submitted to the Bureau.

XI

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

70. Within 7 days of the Effective Date, Respondents must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
71. Within 30 days of the Effective Date, Respondents, for any business for which either are the majority owner or directly or indirectly control, must deliver a copy of this Consent Order to each of its board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.

72. For 5 years from the Effective Date, Respondents, for any business for which either are the majority owner or which either directly or indirectly control, must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section X, any future board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
73. Respondents must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
74. Within 90 days of the Effective Date, Respondents must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under Paragraphs 71-73 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 73.

XII

Recordkeeping

IT IS FURTHER ORDERED that:

75. Respondents must create and retain the following business records, including those records for any business for which either Respondent is a majority owner or which either directly or indirectly control:
 - a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau.
 - b. All documents and records pertaining to the Redress Plan, described in Section VI above.
 - c. Copies of all sales scripts; training materials; advertisements; websites; and other marketing materials relating to the subject of this Consent Order, including any such materials used by a third party on behalf of Respondents.
 - d. For each individual Affected Consumer and his or her enrollment in AutoPayPlus: the consumer's name, address, phone number, email address; amount paid, the date on which the service was purchased; and a copy of any promotional or welcome materials provided. To the extent that records of promotional or welcome materials were not maintained

prior the Effective Date, this requirement is waived. However, after the Effective Date, Respondents must maintain accurate records of what promotional or welcome materials are provided to consumers who enroll in any of Respondents' programs.

76. For AutoPayPlus, accounting records showing the gross and net revenues generated by the service; Respondents must make the documents identified in Paragraph 75 available to the Bureau upon the Bureau's request

XIII **Notices**

IT IS FURTHER ORDERED that:

77. Unless otherwise directed in writing by the Bureau, Respondents must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Robert M. Steenbergh and U.S. Equity Advantage, Inc., File No. 2020-BCFP-0022*," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

Assistant Director for Enforcement
Bureau of Consumer Financial Protection
ATTENTION: Office of Enforcement
1700 G Street, N.W.
Washington D.C. 20552

XIV

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

78. Respondents must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondents must provide such information in its or its agents' possession or control within 30 days of receiving a written request from the Bureau.
79. Respondents must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV. Respondents must provide truthful and complete information, evidence, and testimony. Respondents must appear and must cause their officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 10 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

XV
Compliance Monitoring

IT IS FURTHER ORDERED that:

80. Within 21 days of receipt of a written request from the Bureau, Respondents must submit additional Compliance Reports or other requested non-privileged information, related to requirements of this Consent Order, which must be made under penalty of perjury; provide sworn testimony related to requirements of this Consent Order and Respondents' compliance with those requirements; or produce non-privileged documents related to requirements of this Consent Order and Respondents' compliance with those requirements.
81. For purposes of this Section, the Bureau may communicate directly with Respondents, unless Respondents retain counsel related to these communications.
82. Respondents must permit Bureau representatives to interview about the requirement of this Consent Order and Respondents compliance with those requirements any employee or other person affiliated with Respondents who has agreed to such an interview. The person interviewed may have counsel present.

83. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVI

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

84. Respondents may seek a modification to non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Enforcement Director.
85. The Enforcement Director may, in his or her discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if he or she determines good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.

XVII

Administrative Provisions

86. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau, or any other governmental agency, from taking any other action against Respondents, except as described in Paragraph 87.

Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondents.

87. The Bureau releases and discharges Respondents from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondents and affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
88. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.

89. This Consent Order will terminate 5 years from the Effective Date. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
90. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
91. Should Respondents seek to transfer, sell or assign all or part of its operations that are subject to this Consent Order, Respondents must, as a condition of sale, obtain the written agreement of the transferee, buyer or assignee to comply with all applicable provisions of this Consent Order.
92. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under section 1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondents wherever Respondents may be found and Respondents may not contest that court's personal jurisdiction over Respondents.

93. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises, representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.
94. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondents, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this [15]th day of November, 2020.



Kathleen L. Kraninger
Director
Bureau of Consumer Financial Protection