

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

ADMINISTRATIVE PROCEEDING  
File No. 2023-CFPB-0015

In the Matter of:

**CONSENT ORDER**

**TOYOTA MOTOR CREDIT  
CORPORATION, D/B/A TOYOTA  
FINANCIAL SERVICES**

The Consumer Financial Protection Bureau (Bureau) has reviewed the conduct of Toyota Motor Credit Corporation (Respondent or Toyota Motor Credit) in connection with: (1) the financing and servicing of contracts for optional products and services sold with vehicles (commonly referred to as add-ons); and (2) the furnishing of information to consumer reporting agencies, and has identified unfair and abusive acts or practices in violation of Sections 1031 and 1036(a)(1)(B) of the Consumer Financial Protection Act (CFPA), 12 U.S.C. §§ 5531 and 5536(a)(1)(B), as well as unlawful furnishing activities in violation of

Section 623(a)(2) of the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681s-2(a)(2), and of Regulation V, 12 C.F.R. Part 1022.

Under Sections 1053 and 1055 of the CFPB, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

## I.

### Overview

1. Toyota Motor Credit, the United States-based auto-financing arm of Toyota Motor Corporation, is one of the largest indirect auto lenders in the United States, as well as a major provider, or “furnisher,” of information to consumer reporting agencies.
2. Toyota Motor Credit provides financing for vehicles sold or leased by dealers and for optional products and services sold with the vehicles. Toyota Motor Credit acquires consumers’ retail installment sale and lease contracts, services these contracts over their entire terms or until they are terminated, and provides information about consumers’ payments on the contracts to consumer reporting agencies.
3. The Bureau has identified the following violations of law:

- a. Toyota Motor Credit engaged in unfair or abusive acts and practices, in violation of the CFPA, by making it unreasonably difficult for consumers to cancel unwanted add-ons;
- b. Toyota Motor Credit engaged in unfair acts or practices, in violation of the CFPA, by failing to ensure consumers received refunds of payments they had made for certain add-ons that had become void and worthless; and
- c. Toyota Motor Credit engaged in unfair acts or practices, in violation of the CFPA, by failing to provide refunds owed to consumers who canceled their vehicle service agreements.
- d. Toyota Motor Credit failed to promptly correct negative information it furnished to consumer reporting agencies related to when consumers had returned their leased vehicles, in violation of the FCRA; and
- e. Toyota Motor Credit failed to maintain reasonable policies and procedures to ensure payment information it furnished to consumer reporting agencies about when consumers returned their leased vehicles was accurate, in violation of Regulation V.

**II.**

**Jurisdiction**

4. The Bureau has jurisdiction over this matter under Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and under Section 621(b)(1)(H) of the FCRA, 15 U.S.C. § 1681s(b)(1)(H).

**III.**

**Stipulation**

5. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated November 16, 2023 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

**IV.**

**Definitions**

6. The following definitions apply to this Consent Order:

- a. “Add-On Product” means any optional vehicle- or payment-protection product sold by Dealers and financed by Respondent.
- b. “Affected Consumer” includes:
  - i. Any consumer who contacted TMIS’s “retention hotline” by telephone after January 1, 2016 seeking to cancel a Toyota Add-On Product who ultimately did not cancel such product, who did not have any claims paid under the product, who has not already received a refund for the product, and whose cancellation request was (A) categorized by Toyota Motor Credit as being based on a Dealer sales or servicing issue, or (B) based on a reason not described in clause (A);
  - ii. Any consumer whose Vehicle Financing Contract (as defined below in Paragraph 6(p)) was originated after January 1, 2016 and whose Vehicle Financing Contract was prepaid on or after July 1, 2018 and who purchased Guaranteed Auto Protection.
  - iii. Any consumer whose Vehicle Financing Contract was originated after January 1, 2016 and whose Vehicle Financing Contract was prepaid on or after July 1, 2018 and who purchased a Credit Life and Accident Health plan.

- iv. Any consumer who cancelled a Vehicle Service Agreement after January 1, 2016 and was not paid the full refund amount the consumer was entitled to receive under the Vehicle Service Agreement based upon system logic issues (as described below in Paragraph 51); and
  - v. Any consumer among the population of 27,507 consumer accounts identified by Respondent as requiring remediation due to inaccurate credit reporting by Respondent due to Toyota or Lexus dealer delay in reporting the return of a leased vehicle.
- c. “Board” means Respondent’s duly-elected and acting Board of Directors.
- d. “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 all instances, the disclosure must be presented 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.

e. “Compliance Oversight Committee” means the committee of Respondent’s Board whose purpose is to act on behalf of the Board in overseeing Respondent’s regulatory compliance management system, policies and procedures.

f. “Consumer Reporting Agency” has the meaning set forth in 15 U.S.C. § 1681a(f).

g. “Dealer” means a dealer that has executed and maintains an active automotive vehicle dealer agreement with Respondent.

h. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.

i. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or their delegate.

- j. “Lease Contract” refers to vehicle lease contract assigned by a Dealer and purchased by Toyota Motor Credit.
- k. “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 Respondent based on substantially the same facts, or a subset thereof, as described in Section V of this Consent Order.
- l. “Respondent” (or “Toyota Motor Credit”) means Toyota Motor Credit Corporation, d/b/a Toyota Financial Services, and its successors and assigns.
- m. “Supervision Director” means the Assistant Director of the Office of Supervision Policy for the Consumer Financial Protection Bureau, or their delegate.
- n. “TMIS” means Toyota Motor Insurance Services, Inc., a wholly-owned subsidiary of Toyota Motor Credit.
- o. “Toyota Add-On Product” means any Add-On Product issued or administered by TMIS.
- p. “Vehicle Financing Contract” refers to a Vehicle Sale Contract or Lease Contract.

- q. “Vehicle Service Agreement” means the Toyota Add-On Product known as a vehicle service agreement or VSA.
- r. “Vehicle Sale Contract” refers to a vehicle retail installment sale contract assigned by a Dealer and purchased by Toyota Motor Credit.

**V.**

**Bureau Findings and Conclusions**

The Bureau finds the following:

- 7. Toyota Motor Credit is a California corporation with its principal place of business at 6565 Headquarters Drive, Plano, Texas 75024.
- 8. Toyota Motor Credit is one of the largest indirect auto lenders in the United States. As of October 2022, Toyota Motor Credit had nearly five million customer accounts and more than \$135 billion in assets.
- 9. Toyota Motor Credit finances Vehicle Financing Contracts, together with financing for purchases of Add-On Products sold with the vehicles, to consumers throughout the United States.
- 10. Toyota Motor Credit is a major furnisher of information to Consumer Reporting Agencies regarding the timeliness of consumers’ monthly payments on Vehicle Financing Contracts. Toyota Motor Credit provides such information to

Consumer Reporting Agencies on a regular basis as a component of its business activities.

11. Toyota Motor Credit is a “covered person” under the CFPA because it extends credit and leases and services Vehicle Financing Contracts for use by consumers primarily for personal, family, or household purposes, and because it provides consumer report information and other account information used or expected to be used in connection with decisions regarding the offering or provision of consumer financial products and services. 12 U.S.C. §§ 5481(5)-(7), (15)(A)(i), (ii), (ix); 12 C.F.R. § 1001.2.
12. Toyota Motor Credit is a “furnisher” under Regulation V because it provides (or “furnishes”) information relating to consumers to Consumer Reporting Agencies for inclusion in consumer reports. 12 C.F.R. § 1022.41(c).

**Findings and Conclusions as to Respondent’s Unfair and Abusive Acts or Practices Regarding Cancellation of and Refunds for Add-On Products**

13. As an indirect lender, Toyota Motor Credit does not provide financing directly to consumers. Instead, consumers execute Vehicle Financing Contracts for vehicles and Add-On Products with Dealers, who then sell and assign those Vehicle Financing Contracts to Toyota Motor Credit. Toyota Motor Credit services the Vehicle Financing Contracts over their entire terms or until the Vehicle Financing Contract is terminated.

14. When a consumer purchases an Add-On Product from a Dealer, the cost of the Add-On Product may be added to the underlying Vehicle Financing Contract for the vehicle, causing the amount financed, and therefore the monthly payment and finance charges owed by the consumer, to increase. Toyota Motor Credit profits from the sale of the Add-On Product by collecting more finance charges on the increased amount financed.
15. The Add-On Products financed by Toyota Motor Credit have an average retail cost of between approximately \$700 and \$2,500 (depending on the product). The inclusion of these products in a Vehicle Financing Contract transaction can significantly increase the amount financed, the monthly payment, and the amount of the finance charge collected by Toyota Motor Credit.
16. Toyota Motor Credit encourages Dealers to advise consumers that they can only purchase certain Toyota Add-On Products during the initial transaction and that they can obtain refunds if they subsequently decide to cancel any purchased Toyota Add-On Products.
17. Through various actions, however, Toyota Motor Credit has made it unreasonably difficult for consumers to cancel Toyota Add-On Products, including products that were imposed on consumers without their full knowledge or consent (*e.g.*, where consumers assert that Toyota Add-On

Products were included in transactions as a result of deception or other misconduct by Dealers) as well as products consumers simply desired to cancel for some other reason sometime after the initial transaction.

18. Consumers who reach out to Toyota Motor Credit for assistance with cancelling unwanted Toyota Add-On Products are directed to the TMIS “retention hotline” operated by employees whose primary objective is to dissuade such cancellations. Toyota Motor Credit also encouraged dealers to refer consumers seeking to cancel to the hotline. Between 2016 and 2021 alone, Toyota Motor Credit or TMIS funneled more than 118,000 consumer calls through this hotline.
19. Retention hotline staffers are instructed to keep promoting an unwanted Toyota Add-On Product until the consumer voices three separate affirmative requests to cancel it.
20. Consumers who make three such requests are informed they can cancel the Toyota Add-On Product only by submitting a written request by mail or fax. Toyota Motor Credit refuses to allow consumers to cancel Toyota Add-On Products by phone or email, even though consumers frequently request this.
21. The refund procedure for Toyota Add-On Products further disincentivizes consumers from cancelling Toyota Motor Credit -financed Toyota Add-On

Products. Rather than issuing a refund check upon a consumer's cancellation of a Toyota Motor Credit -financed Toyota Add-On Product, Toyota Motor Credit applies the refund amount as an additional payment toward principal, thereby reducing the number of monthly payments. Applying the refund in this way effectively delays the return of the consumer's money until the end of the Vehicle Financing Contract term.

22. In calls with consumers, TMIS representatives use the facts that monthly payments do not decrease and that consumers do not receive refunds directly to discourage cancellation of add-ons. Thousands of consumers have contacted TMIS seeking to reduce their monthly payments by cancelling Toyota Add-On Products, only to backtrack after being told this would not change the amount of their monthly payment.
23. TMIS has enforced the cancellation and refund procedures described above even after hearing from thousands of consumers that Dealers included Add-On Products in transactions without their full knowledge or consent (a practice known as "packing"). Consumers have advised Toyota Motor Credit and TMIS that Dealers lied about whether Add-On Products were mandatory, inserted Add-On Products into Vehicle Financing Contracts at the end of lengthy sale processes, and rushed through paperwork to hide buried terms.

24. Section 1036(a)(1)(B) of the CFPA prohibits “unfair, deceptive, or abusive” acts or practices. 12 U.S.C. § 5536(a)(1)(B).
25. An act or practice is unfair if: (1) it causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers; and (2) such substantial injury is not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5531(c).
26. Toyota Motor Credit caused substantial injury to consumers by making it unreasonably difficult to cancel Toyota Add-On Products and obtain refunds, thereby causing them to spend millions of dollars in payments on unwanted products, wasting their time and energy on burdensome cancellation requirements, and depriving them of the time value of refunds.
27. Consumers could not reasonably avoid this harm given Toyota Motor Credit’s control over the cancellation and refund process for Toyota Add-On Products.
28. Neither consumers nor competition benefitted from Toyota Motor Credit’s imposition of unnecessary cancellation and refund procedures for Toyota Add-On Products.
29. Thus, Toyota Motor Credit’s actions constituted unfair acts or practices in violation of Sections 1031 and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531 and 5536(a)(1)(B).

30. An act or practice is abusive if it takes unreasonable advantage of the inability of a consumer to protect the interests of the consumer in selecting or using a consumer financial product or service. 12 U.S.C. § 5531(d)(2)(B).
31. Toyota Motor Credit took unreasonable advantage of consumers' inability to free themselves from unwanted Toyota Add-On Products without great difficulty. Toyota Motor Credit created significant impediments to cancellation of Toyota Add-On Products, and then reaped millions of dollars in profits when consumers were unable to protect their interests by cancelling these products.
32. Thus, Toyota Motor Credit's actions constituted abusive acts or practices in violation of Sections 1031 and 1036(a)(1)(B) of the CFPB, 12 U.S.C. §§ 5531 and 5536(a)(1)(B).

**Findings and Conclusions as to Respondent's Unfair Acts or Practices  
Regarding Refunds of Unearned GAP and CLAH Premiums**

33. Toyota Motor Credit finances two types of Add-On Products known as Guaranteed Auto Protection (GAP) and Credit Life and Accident Health (CLAH), which cover the consumer's unpaid balance on their Vehicle Financing Contract in the event a consumer's vehicle is totaled or the consumer dies or becomes disabled, respectively.
34. GAP products generally pay off or forgive a consumer's "deficiency balance"—the difference between the sum received under a standard

automobile insurance policy and the remaining balance due on the Vehicle Financing Contract—when the consumer’s vehicle is declared a total loss.

35. CLAH products generally pay off the remaining balance due on a consumer’s Vehicle Financing Contract in the event the consumer dies or becomes disabled.
36. GAP and CLAH products become void and worthless when the consumer terminates the underlying Vehicle Financing Contract early (*e.g.*, by paying off the Vehicle Financing Contract or ending the Vehicle Financing Contract before expiration of the Vehicle Financing Contract term), since no balance remains for these products to potentially pay off.
37. When a consumer seeks to end their Vehicle Financing Contract early, Toyota Motor Credit charges a payoff amount that includes GAP and/or CLAH premiums based on the full term of the Vehicle Financing Contract. A portion of the total premium amount Toyota Motor Credit collects from the consumer at early payoff is thus “unearned” given that the consumer has paid for GAP and/or CLAH coverage that was not (and could not be) provided.
38. Before October 2021, however, Toyota Motor Credit did not ensure consumers were refunded these unearned premiums in most states. Instead, it required that consumers affirmatively request refunds from the Dealer or product administrator, even though Toyota Motor Credit already had (or could

reasonably obtain) all the information it needed to provide consumers the refunds to which they were entitled.

39. In fact, Toyota Motor Credit obtained such GAP and CLAH premium refunds when it would benefit Toyota Motor Credit, such as in cases of default or repossession. In particular, when Toyota Motor Credit repossessed vehicles with deficiency balances, it automatically obtained and credited refunds of unearned GAP and CLAH premiums against the outstanding amounts owed to it by consumers.
40. Toyota Motor Credit failed to ensure consumers received refunds of some unearned GAP and CLAH premiums even in some states where it was (or should have been) aware that it was required to do so under state law.
41. As a result, Toyota Motor Credit failed to refund millions of dollars in unearned GAP and CLAH premiums to consumers.
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. An act or practice is unfair if: (1) it causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers; and (2) such substantial injury is not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5536(c).

44. Toyota Motor Credit's acts or practices described in Paragraphs 33 through 41 caused substantial injury to consumers because they caused consumers to pay for products that were void and worthless.
45. The harm was not reasonably avoidable because consumers acting reasonably would not have known that their servicer requested a payoff amount that was inflated by unearned premiums, or that the amount could be refunded after payoff. Consumers acting reasonably also would have expected their servicer to provide refunds to which they were entitled and for which the servicer already had (or could easily obtain) all the information needed to provide the refund.
46. Neither consumers nor competition benefitted from Toyota Motor Credit's failure to ensure consumers received refunds to which they were entitled.
47. Thus, Toyota Motor Credit's actions constituted unfair acts or practices in violation of Sections 1031 and 1036(a)(1)(B) of the CFPB, 12 U.S.C. §§ 5531 and 5536(a)(1)(B).

**Findings and Conclusions as to Respondent's Unfair Acts or Practices  
Regarding Refunds of Amounts Due Under Vehicle Service Agreements**

48. Toyota Motor Credit finances Vehicle Service Agreements.
49. Vehicle Service Agreements cover the cost of vehicle parts and repairs (among other items) not covered by, or following the expiration of, warranties included by the manufacturer.

50. Consumers are contractually entitled to receive full or prorated refunds upon cancellation of their Vehicle Service Agreements.
51. From at least April 2018 to January 2019, however, flawed system logic led Toyota Motor Credit to incorrectly calculate refund amounts for certain consumers who cancelled their Vehicle Service Agreements during the contractual or statutory “free look” period.
52. Toyota Motor Credit learned of the issue following a June 2019 audit, but failed to resolve one of the two flaws it discovered, neglected to remediate consumers it identified as having received incorrect refund amounts, and declined to examine whether the issue had affected additional consumer accounts.
53. Section 1036(a)(1)(B) of the CFPA prohibits “unfair, deceptive, or abusive” acts or practices. 12 U.S.C. § 5536(a)(1)(B).
54. An act or practice is unfair if: (1) it causes or is likely to cause substantial injury to consumers which is not reasonably avoidable by consumers; and (2) such substantial injury is not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5531(c).
55. Toyota Motor Credit’s incorrect refund calculations caused substantial injury to consumers by depriving them of refund amounts to which they were entitled. The issue affected at least 116 consumer accounts, causing \$52,022 or more in

monetary losses. Consumers could not reasonably avoid this harm, because they had no control over how Toyota Motor Credit's system determined refund amounts and no reason to believe Toyota Motor Credit was not calculating these amounts correctly.

56. Neither consumers nor competition benefitted from Toyota Motor Credit 's calculation of incorrect refund amounts.
57. Thus, Toyota Motor Credit's actions constituted unfair acts and practices in violation of Sections 1031 and 1036(a)(1)(B) of the CFPB, 12 U.S.C. §§ 5531 and 5536(a)(1)(B).

**Findings and Conclusions as to Respondent's Failure to Maintain Reasonable Furnishing Policies or Correct Inaccurate Information Furnished to Consumer Reporting Agencies**

58. Toyota Motor Credit routinely furnishes information to Consumer Reporting Agencies concerning the timeliness of consumers' payments under Lease Contracts. For instance, between 2017 and 2021, depending on the month, the company provided information on up to approximately 1.5 million lease accounts per month.
59. Consumers frequently end their Lease Contracts early (*i.e.*, more than 30 days before the end of the Lease Contract term). To initiate the termination process, a

consumer must return the leased vehicle to a Toyota or Lexus Dealer and sign and date an odometer statement.

60. Toyota Motor Credit requires Dealers to notify the company of returns—a procedure known as “grounding” the vehicle. Dealers typically ground vehicles by entering information into a computer application.
61. Before July 2020, Toyota Motor Credit’s credit reporting of the account status for returned vehicles was reliant on the grounding date. Often, however, Dealers neglected to ground vehicles until long after consumers returned them.
62. This caused Toyota Motor Credit to keep lease accounts open—and to continue recording monthly payments as due—in many instances where consumers no longer had recurring payment obligations.
63. Toyota Motor Credit reported these accounts to Consumer Reporting Agencies as delinquent even though consumers were not delinquent because they had already returned their vehicles.
64. Toyota Motor Credit knew long before July 2020 that its reliance on the grounding date to provide reporting on the account status of returned vehicles was compromising the accuracy of information it furnished to Consumer Reporting Agencies concerning these accounts. An April 2016 audit, for example, noted discrepancies between odometer statement signature dates and

grounding dates. Toyota Motor Credit also received consumer complaints and CRA disputes over incorrect information in credit reports resulting from its use of the grounding date.

65. Nonetheless, Toyota Motor Credit failed to update its policies and procedures to address this issue until July 2020. Before then, these policies and procedures did not account for the situation where the actual return date for a leased vehicle was different than the grounding date, despite Toyota Motor Credit knowing the grounding date was unreliable.
66. In certain instances where Toyota Motor Credit learned from consumer complaints or other sources that it had furnished incorrect derogatory information to Consumer Reporting Agencies due to the grounding date issue, it did not correct the information.
67. Under Section 623(a)(2) of the FCRA, an entity that regularly and in the ordinary course of business furnishes information to Consumer Reporting Agencies about the entity's transactions or experiences with any consumer, and that furnishes to a CRA information it determines is not accurate, must promptly notify the CRA of its determination and provide all corrections or additional information necessary to make the previously furnished information complete and accurate. 15 U.S.C. § 1681s-2(a)(2).

68. Toyota Motor Credit became aware no later than April 2016 that the grounding date issue had caused it to furnish consumer payment information to Consumer Reporting Agencies that was not accurate. Instead of correcting this information, it continued to report inaccurate information to Consumer Reporting Agencies for up to four more years. At least 27,507 accounts were affected by Toyota Motor Credit's failure to promptly correct the inaccurate information it furnished.
69. Thus, Toyota Motor Credit's actions violated Section 623(a)(2) of the FCRA.
70. Regulation V requires each furnisher to establish and implement reasonable written policies and procedures regarding the accuracy of information relating to consumers that it furnishes to Consumer Reporting Agencies. The furnisher's policies and procedures must be appropriate to the nature, size, complexity, and scope of its activities. The furnisher must also consider the guidelines set out in Appendix E to Regulation V in developing its furnishing policies and procedures and incorporate those guidelines that are appropriate. Additionally, the furnisher must periodically review and update its furnishing policies and procedures to ensure their continued effectiveness. 12 C.F.R. § 1022.42(a)-(c).
71. Toyota Motor Credit failed to establish and implement reasonable policies and procedures regarding the accuracy of information it was furnishing to

Consumer Reporting Agencies in connection with Lease Contract termination. Though Toyota Motor Credit became aware no later than April 2016 that the grounding date issue was causing it to provide inaccurate information to Consumer Reporting Agencies, it did not update its policies and procedures to fully address this until July 2020.

72. Thus, Toyota Motor Credit's actions violated Regulation V.

## **CONDUCT PROVISIONS**

### **VI.**

#### **Prohibited Conduct**

**IT IS ORDERED**, under Sections 1053 and 1055 of the CFPB, that:

73. Respondent and its officers, agents, servants, employees, and attorneys who receive actual notice of this Consent Order, whether acting directly or indirectly, in connection with the financing or servicing of Vehicle Financing Contracts for Add-On Products and the furnishing of information to Consumer Reporting Agencies, may not violate Sections 1031 and 1036 of the CFPB, 12 U.S.C. §§ 5531 and 5536, Section 623(a) of the FCRA, 15 U.S.C. § 1681s-2, or Regulation V, 12 C.F.R. Part 1022.

## **Prohibition Against Basing Compensation on Retention of Add-On Products**

74. Respondent, whether acting directly or indirectly, may not base, and must ensure that TMIS does not base, employee compensation or performance measurements on the retention of Add-On Products.

## **Affirmative Requirements**

**IT IS ORDERED**, under Sections 1053 and 1055 of the CFPB, that:

75. Respondent must establish, implement, and maintain policies and procedures to ensure that its conduct comports with this Consent Order.

## **Changes to Add-On Product Cancellation Procedures**

**IT IS FURTHER ORDERED** that

76. Respondent must take the following affirmative actions with regard to Toyota Add-On Products:

- a. Respondent shall ensure that TMIS implements simple, conspicuous, and easy-to-access mechanisms allowing consumers to cancel Toyota Add-on Products. Without limiting the foregoing, these mechanisms must, at a minimum, enable consumers to submit a request to cancel Toyota Add-On Products electronically through a dedicated online portal, in addition to doing so through letter or fax.

- b. Respondent shall ensure whenever any consumer contacts Respondent or TMIS to request cancellation of a Toyota Add-On Product or ask for guidance on how to cancel a Toyota Add-On Product, Respondent or TMIS must Clearly and Prominently explain how to cancel the Toyota Add-On Product before it communicates anything else to the consumer.
- c. Whenever a consumer requests cancellation (1) within the longer of 30 days or the amount of time prescribed by applicable state statute, or (2) within 90 days of purchase based on an allegation of Packing (as defined below in Paragraph 78) by a Dealer, and, in each case, provided that the consumer has not used the Toyota Add-On Product (*i.e.*, no claim has been paid), Respondent shall ensure that TMIS refunds all premiums and fees paid by the consumer in connection with the Toyota Add-On Product.
- d. Respondent must record and retain all phone calls with consumers concerning cancellation of Toyota Add-On Products for two years measured from the date of the call.

- e. Respondent must ensure that TMIS trains its customer-facing employees on the Toyota Add-On Product cancellation procedures enacted pursuant to this paragraph.
- f. Respondent must notify Dealers of its cancellation procedures enacted pursuant to this paragraph and request that Dealers, when interacting with consumers seeking to cancel Toyota Add-On Products, Clearly and Prominently inform consumers of the cancellation procedures enacted pursuant to this paragraph.

**Enhanced Disclosures Regarding Add-On Products**

**IT IS FURTHER ORDERED** that

77. In addition to any disclosures required by Federal, state, or local law, Respondent must make the following disclosures, as applicable with regard to Toyota Add-On Products:

- a. Within 45 days of implementation of the cancellation mechanisms required by Paragraph 76(a), Respondent must provide all consumers with active Toyota Add-On Products as of the Effective Date (i.e., all consumers who have operative Toyota Add-On Product contracts) a written communication that lists the name of each Toyota Add-On Product and Clearly and Prominently explains the modified

- cancellation mechanisms for Toyota Add-On Products enacted pursuant to Paragraph 76(a). For purposes of this Paragraph 77, a “written communication” includes a print or electronic communication provided as part of a routine consumer communication (e.g., a billing statement) for consumers who receive such communications. Respondent may satisfy this requirement for other consumers through notice posted on Respondent’s public website Clearly and Prominently (e.g., in the form of a dedicated banner).
- b. For any purchases by consumers of one or more Toyota Add-On Products financed by Respondent made on or after the date that is six months from the date of the implementation of the Compliance Plan (as defined below in Paragraph 83), Respondent shall, within 10 days of assignment and purchase of the Vehicle Financing Contract, provide the consumer a written communication, which can be part of a routine consumer communication (e.g., a welcome letter), that Clearly and Prominently states (i) that the consumer purchased a Toyota Add-On Product, including the name of each Toyota Add-On Product purchased by the consumer, (ii) that the consumer financed the cost of

the Toyota Add-On Product, (iii) that the consumer's Toyota Add-On Product can be cancelled through the online portal required by Paragraph 76(a), and (iv) that the consumer may contact TMIS or visit Respondent's public website to obtain information on Toyota Add-On Products and cancellation processes and to ask questions regarding the Toyota Add-On Product.

- c. Whenever any consumer cancels an Add-On Product and Respondent has received the refund from the administrator, Respondent must, within 45 days of the receipt of refund, provide the consumer a written communication that Clearly and Prominently confirms the cancellation, describes the name of the Add-On Product, lists the refund amount, and states that the consumer's monthly payment amount will not change.

**Policies and Procedures to Detect and Prevent Wrongful Practices in Connection with Dealers' Marketing and Sale of Add-On Products**

**IT IS FURTHER ORDERED** that

78. Respondent must establish, implement, and maintain policies and procedures reasonably designed to detect the imposition by Dealers of Add-On Products financed by Toyota Motor Credit on consumers without their full knowledge

and informed consent (“Packing”), and must instruct Dealers not to engage in such practices. The policies and procedures must ensure Respondent:

- a. Trains customer-facing Toyota Motor Credit and TMIS personnel on the issue of Packing and the handling of consumer complaints regarding allegations of Dealer Packing.
- b. Appropriately tracks and addresses complaints, concerns, and inquiries from consumers and other parties regarding Packing by Dealers in connection with the sale of Add-On Products; and
- c. Takes reasonable corrective action, up to and including termination of a Dealer’s operative vehicle dealer agreement with Respondent, as may be warranted upon reasonable investigation, against Dealers for Packing Add-On Products.

### **Changes to GAP and CLAH Refund Procedures**

#### **IT IS FURTHER ORDERED** that

79. Respondent must ensure that (i) within 45 days of notice of cancellation of any Toyota Motor Credit -financed and TMIS-administered GAP product, and (ii) within 60 days of notice of cancellation of any Toyota Motor Credit -financed and third-party administered GAP or CLAH product, consumers receive refunds of any unearned GAP or CLAH premiums accurately calculated under

that GAP or CLAH contract, as applicable, upon early termination of the consumer's Vehicle Financing Contract, regardless of state law. Respondent must, in each case described above, issue a check (or otherwise remit funds) to the consumer in the accurately calculated amount of the unearned premium(s), or credit the amount of the refund if the consumer has an outstanding Vehicle Financing Contract. Respondent must also furnish a written communication confirming the refund and specifying the amount and manner of the refund to the extent it issues or receives the refund.

### **Changes to Vehicle Service Agreement Refund Procedures**

#### **IT IS FURTHER ORDERED** that

80. Whenever any consumer's Vehicle Service Agreement is cancelled, Respondent must ensure that TMIS provides the consumer with any refund due under the Vehicle Service Agreement. No later than 30 days following cancellation of the Vehicle Service Agreement, Respondent must ensure that TMIS remits funds to either the consumer or lienholder/lessor, if applicable, in the refund amount accurately calculated under the Vehicle Services Agreement.

## **Policies and Procedures Regarding Furnishing of Accurate Information**

**IT IS FURTHER ORDERED** that

81. Respondent must establish, implement, and maintain policies and procedures to ensure that its furnishing practices comport with the requirements of the FCRA and 12 C.F.R. Part 1022. Without limiting the foregoing, these policies and procedures must be reasonably designed to promote accurate credit reporting to Consumer Reporting Agencies at lease end and promptly correct credit reporting as required to address Toyota and Lexus dealer delays in grounding.

## **Termination of CLAH Financing Practice**

**IT IS FURTHER ORDERED** that:

82. Effective as of January 1, 2024, Respondent shall cease the financing of CLAH products.

## **VII.**

### **Compliance Plan**

**IT IS FURTHER ORDERED** that

83. Within 60 days of the Effective Date, Respondent must create and implement a comprehensive compliance plan designed to ensure that Respondent's conduct in connection with the financing and servicing of Vehicle Financing Contracts for Add-On Products and the furnishing of information to Consumer Reporting

Agencies complies with all applicable laws that the Bureau enforces, including Federal consumer financial laws, and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. Detailed steps for addressing each action required by this Consent Order;
- b. A mechanism to ensure that the Board is kept apprised of the status of compliance actions; and
- c. Specific timeframes and deadlines for implementation of the steps described above.

Respondent will provide the Compliance Plan to the Bureau upon request.

## VIII.

### **Role of the Board and Executives**

#### **IT IS FURTHER ORDERED** that:

84. Respondent's Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.
85. Respondent's Chief Executive Officer and Respondent's Board or the Compliance Oversight Committee must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission. To the extent that this obligation is delegated to the Compliance

Oversight Committee in accordance with Paragraph 84, the Compliance Oversight Committee shall report to the Board and Chief Executive Officer regarding its review of any plans, reports or submissions required by this Consent Order.

86. Respondent's Board or the Compliance Oversight Committee, and Respondent's Chief Executive Officer, must:
  - a. Authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Redress Plan, (as defined below), Compliance Plan, and each applicable paragraph and subparagraph of the Order;
  - b. Authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of the Order; and
  - c. Require timely reporting by management, either directly to Respondent's Board and Chief Executive Officer or to the Compliance Oversight Committee acting on behalf of the Board and Chief Executive Officer, on the status of compliance obligations.

## MONETARY PROVISIONS

### IX.

#### Order to Pay Redress

**IT IS FURTHER ORDERED** that:

87. Respondent shall:
- a. For all consumers who meet the criteria listed in Paragraph 6(b)(i)(A), ensure that TMIS provides a refund based on the date of the consumer's initial attempt to cancel the Toyota Add-On Product(s). This redress shall be \$1,964,864. If TMIS fails to provide these refunds as required by this Order and the Redress Plan, Respondent shall pay these refunds itself.
  - b. For consumers who meet the criteria listed in Paragraph 6(b)(i)(B), ensure TMIS sends a notice, the form and content of which shall be set forth in Respondent's Redress Plan, informing consumers of the opportunity to request a refund. Respondent shall establish a fund in the amount of \$8,000,000 which shall be available to provide refunds based on the date of the consumer's initial attempt to cancel the Toyota Add-On Product(s).

- c. For consumers who meet the criteria listed in Paragraph 6(b)(ii) who purchased a GAP product incident to entering into a Vehicle Financing Contract: (A) other than in clause (B) below and who did not receive a refund of unearned GAP premiums, Respondent shall provide \$27,085,792 in redress; and (B) in a statutory jurisdiction, to be defined in the Redress Plan, and who did not receive a refund of unearned GAP premiums, Respondent shall provide \$1,876,723 in redress.
- d. Provide \$3,011,749 to refund unearned CLAH premiums to consumers who meet the criteria listed in Paragraph 6(b)(iii) and did not receive a refund of unearned premiums.
- e. Refund all amounts owed under the applicable Vehicle Service Agreement to each consumer who meets the criteria listed in Paragraph 6(b)(iv), providing not less than \$52,022 in consumer redress.
- f. Provide \$150 per inaccurate negative credit marker reported to each consumer who meets the criteria listed in Paragraph 6(b)(v), providing \$6,008,850 in consumer redress.

88. Within 60 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.
89. The Redress Plan must:
- a. Describe with specificity the methodology Respondent will use or has used to identify all Affected Consumers and to determine the amount of the refund that Respondent will provide to each Affected Consumer to satisfy Paragraph 87.
  - b. Other than the Affected Consumers to whom Respondent will provide redress under Paragraph 87(b), include a list of all Affected

Consumers and the amount of the refund that Respondent will provide to each Affected Consumer to satisfy Paragraph 87.

- c. Specify that Respondent will provide redress by issuing checks to Affected Customers.
  - d. Include an exemplar of a letter to be sent with the redress check notifying Affected Customers of their redress, which must include clear and simple language explaining how the amount of redress was calculated and a statement that redress is being provided in accordance with the terms of the Consent Order.
  - e. Describe in detail how Respondent proposes to identify current mailing addresses for sending redress checks, which must include reasonable efforts to identify current addresses prior to mailing checks and again once any redress checks are returned as undeliverable.
  - f. Set forth all procedures, deadlines, and timeframes for completing each step of the Redress Plan, consistent with the terms of this Consent Order.
90. Other than the Affected Consumers to whom Respondent will provide redress under Paragraph 87(b), Respondent must provide redress in accordance with the procedures described in Paragraph 89 and the terms of the Redress Plan within

30 days after the Enforcement Director has made a determination of non-objection to the Redress Plan. For the Affected Consumers to whom Respondent will provide redress under Paragraph 87(b), Respondent must provide redress in accordance with the procedures described in Paragraph 89 and in a time frame pursuant to the terms of the Redress Plan after the Enforcement Director has made a determination of non-objection to the Redress Plan.

91. Within 30 days of completing the Redress Plan, Respondent must submit to the Bureau a Redress Report detailing the number of consumers and consumer accounts who received redress, the total amount of redress paid to those consumers, and any remainder of funds to be wired to the Bureau pursuant to Paragraph 92.
92. Within 45 days of completing the Redress Plan, Respondent must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and the amounts identified in Paragraph 87.
93. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that

additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

94. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

**X.**

**Order to Pay Civil Money Penalty**

**IT IS FURTHER ORDERED** that:

95. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section V of this Consent Order, Respondent must pay a civil money penalty of \$12,000,000 to the Bureau.
96. Within 10 days of the Effective Date, Respondent 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.

97. 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).
98. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent 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.
99. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent 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 or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory

monetary remedies imposed against Respondent based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent 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.

## XI.

### **Additional Monetary Provisions**

#### **IT IS FURTHER ORDERED** that:

100. In the event of any default on Respondent's 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.
101. Respondent 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 Respondent.
102. Respondent acknowledges that its Taxpayer Identification Number (Social Security Number or Employer Identification Number), which Respondent

previously submitted to the Bureau, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.

103. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Supervision Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent 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**

### **XII.**

#### **Reporting Requirements**

##### **IT IS FURTHER ORDERED** that:

104. Respondent 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 Respondent; or a change in Respondent's name or address. Respondent 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.

105. Within seven days of the Effective Date, Respondent must:

- 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 Respondent;
- b. designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order;

106. Respondent must report any change in the information required to be submitted under Paragraph 105 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

### XIII.

#### **Order Distribution and Acknowledgement**

**IT IS FURTHER ORDERED** that:

107. Within seven days of the Effective Date, Respondent must submit to the Supervision Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.

108. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and executives, as well as any managers who have responsibilities related to the subject matter of the Consent Order.
109. For five years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XII, any future Board members and executives, as well as any managers who have responsibilities related to the subject matter of the Consent Order, before they assume their responsibilities.
110. Respondent must secure a statement, signed and dated by hand or electronically, acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
111. Within 75 days of the Effective Date, Respondent must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Order titled “Order Distribution and Acknowledgment” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 110.

## XIV.

### Recordkeeping

**IT IS FURTHER ORDERED** that:

112. Respondent must create and retain the following business records:

- a. all documents and records necessary to demonstrate full compliance with the Compliance Plan, Redress Plan, each provision of this Consent Order, Section 623(a) of the FCRA, 15 U.S.C. § 1681s-2, and Regulation V, 12 C.F.R. Part 1022, including all submissions to the Bureau made after the Effective Date;
- b. all documents and records pertaining to the Redress Plan, described in Section IX above; and
- c. all written consumer complaints and refund requests or written records of consumer complaints or refund requests (received by Toyota Motor Credit or TMIS whether received directly or indirectly), and any responses to those complaints or requests.

113. All documents and records must be maintained in their original electronic format. Data should be centralized, and maintained in such a way that access, retrieval, auditing and production are not hindered.

114. Respondent must make the documents identified in Paragraph 112 available to the Bureau upon the Bureau's request.

**XV.**

**Notices**

**IT IS FURTHER ORDERED** that:

115. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Toyota Motor Credit Corporation*, File No. 2023-CFPB-0015," and send them to the following email: [Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov) addressed as follows:

ATTN: Supervision Director  
Consumer Financial Protection Bureau  
Office of Supervision Policy

ATTN: Enforcement Director  
Consumer Financial Protection Bureau  
Office of Enforcement

**XVI.**

**Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

116. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer.

Respondent must provide such information in its or its agents' possession or control within 21 days of receiving a written request from the Bureau.

117. Respondent must remain registered for the Bureau's Company Portal and in connection with responding to consumer complaints and inquiries, whether acting directly or indirectly, must comply with the requirements that Sections 1034(b) and (c) of the CFPA, 12 U.S.C. §§ 5534(b) and (c), impose on covered persons subject to supervision and primary enforcement by the Bureau pursuant to section 1025 of the CFPA, 12 U.S.C. § 5515.

## XVII

### **Compliance Monitoring**

**IT IS FURTHER ORDERED** that:

118. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
119. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct

described in Section V; or (c) compliance with the Consent Order. The person interviewed may have counsel present.

120. 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.

## XVIII.

### **Modifications to Non-Material Requirements**

**IT IS FURTHER ORDERED** that:

121. Respondent 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 Supervision Director.
122. The Supervision Director may, in their discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Supervision Director must be in writing.

## XIX.

### **ADMINISTRATIVE PROVISIONS**

**IT IS FURTHER ORDERED** that:

123. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 124. 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 Respondent.
124. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section V 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 Respondent and its 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.
125. 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.

126. This Consent Order will terminate on the later of 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent if such action is initiated within 5 years of the Effective Date. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. 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.
127. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
128. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.

129. 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 CFPB, 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 Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
130. 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.
131. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, its Board, its executives, officers, or employees to violate any law, rule, or regulation,

IT IS SO ORDERED, this 17th day of Novemeber, 2023.

*Rohit Chopra*

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Rohit Chopra  
Director  
Consumer Financial Protection Bureau