

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

ADMINISTRATIVE PROCEEDING

File No. 2015-CFPB-0030

In the Matter of:

**Clarity Services, Inc., and
Timothy Ranney**

CONSENT ORDER

I

Overview

The Consumer Financial Protection Bureau (“Bureau”) has reviewed the practices by which Clarity Services, Inc. (“Clarity”) and Timothy Ranney (“Ranney”) obtain Consumer Reports from Consumer Reporting agencies and conduct reinvestigations of consumer disputes. The Bureau has identified the following law violations: 1) Respondents obtained Consumer Reports from Consumer Reporting agencies without a permissible purpose, in violation of Section 604(f) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681b(f); and 2) Clarity failed to appropriately reinvestigate consumer disputes and impermissibly pre-conditioned investigations on receipt of documentation from consumers, in violation of Section 611 of the FCRA, 15 U.S.C. § 1681i. Under Sections 1053 and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5563 and 5565, the Bureau issues this Consent Order (“Consent Order”).

**II
Jurisdiction**

1. The Bureau has jurisdiction over this matter under: (a) Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and (b) Sections 604(f), and 611 of the FCRA, 15 U.S.C. §§ 1681b(f), and 1681i.

**III
Stipulation**

2. Respondents have executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated November 30, 2015 (“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 CFPA, 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.

**IV
Definitions**

3. The following definitions apply to this Consent Order:
 - a. “Bureau” means the Consumer Financial Protection Bureau.
 - b. “Consumer Reporting Agency” or “CRA” means a “consumer reporting agency,” as that term is defined in Section 603(f) of the FCRA, 15 U.S.C. § 1681a(f).

- c. "Consumer Report" means a "consumer report," as that term is defined in Section 603(d) of the FCRA, 15 U.S.C. § 1681a(d).
- d. "Dispute" means a dispute that is submitted by a consumer to a Consumer Reporting Agency, including, without limitation, Clarity, pursuant to Section 611 of the FCRA, 15 U.S.C. 1681i concerning information contained in a consumer's file.
- 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 Consumer Financial Protection Bureau, or his/her delegatee.
- g. "Furnisher" means an entity that furnishes information relating to consumers to one or more CRAs for inclusion in a Consumer Report, as defined in 12 C.F.R. § 1022.41(c).
- h. "Permissible purpose[s]" means the purposes for which a Consumer Report is obtained, as specified in Section 604 of the FCRA, 15 U.S.C. § 1681b.
- i. "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 V of this Consent Order.
- j. "Relevant Period" includes the period from July 2011 until the Effective Date.

- k. “Respondents” means Clarity and Ranney, collectively, and each of them, by whatever names each might be known, and their successors and assigns.

V

Bureau Findings and Conclusions

The Bureau finds the following:

4. Clarity is a Delaware corporation that maintains its principal place of business in Clearwater, Florida, and does business throughout the United States.
5. At all times relevant to this Order, Clarity has acted as a Consumer Reporting Agency. In doing so, it has compiled, assembled, and evaluated Consumer Reports, including, but not limited to, Consumer Reports for payday and other lenders throughout the United States.
6. Clarity is a “person” as defined in Section 603(b) of the FCRA, 15 U.S.C. § 1681a(b).
7. Clarity is also a “reseller” as defined by Sections 603(u) of the FCRA, 15 U.S.C. § 1681a(u). It assembles and merges reports it purchases from other Consumer Reporting agencies for the purpose of providing information to a third party.
8. Clarity is a covered person, 12 U.S.C. § 5481(5), because it offers or provides a consumer financial service, as defined under the CFPA, 12 U.S.C. § 5481(15)(A)(ix).

9. Ranney is the President, Chief Executive Officer, and founder of Clarity. At all times material to this Consent Order, acting alone or in concert with others, Ranney has formulated and directed the acts and practices of Clarity, including the acts and practices set forth in this Consent Order. Given his status as an officer or managerial employee, Ranney is a “related person” under the CFPB. 12 U.S.C. § 5481(25). Because of his status as a “related person” under the CFPB, Ranney is a “covered person” under the CFPB. *Id.* Ranney is also a “covered person” under the CFPB, 12 U.S.C. § 5481(6), because he engages in the offering or providing of consumer financial services through the collection, analysis, maintenance, and provision of Consumer Report information.

10. Ranney is a “person” as defined by Section 603(b) of the FCRA.

Findings and Conclusions as to the Violation of FCRA’s Requirements Relating to Obtaining Consumer Reports

11. Beginning in at least July 2011, to solicit business from lenders and other financial services providers, Respondents provided prospective clients with presentations intended to show the value of Clarity’s reports and analyses to potential clients’ lending decisions and help them determine whether to amend their lending criteria (collectively “Marketing Presentations”).
12. To generate Marketing Presentations, Clarity obtained consumer application data from prospective clients relating to consumers that had applied to the client for loans in the past. Lenders sometimes conduct retrospective analyses of historic loan applicant data with additional

historical, anonymized information from a CRA to evaluate their lending criteria to maximize profits or minimize fraud.

13. For certain Marketing Presentations, however, Respondents obtained fully-identified, current Consumer Reports from third-party CRAs for those historic loan applicants, even though there was no end user with a permissible purpose requesting these Consumer Reports.
14. Clarity employees matched the information contained in these fully-identified, current Consumer Reports with the historic loan applicant data and performed analyses to create Marketing Presentations for prospective clients. Clarity provided these Marketing Presentations to prospective clients.
15. In one instance, notwithstanding objections from Clarity's staff, Respondents obtained over 190,000 Consumer Reports from a third-party CRA in order to create a Marketing Presentation for a prospective client.
16. Clarity appeared to be acting as a reseller when it obtained these Consumer Reports. In fact, Clarity was not acting as a reseller; rather, Respondents' prospective client did not request these Consumer Reports and neither Clarity nor the client had a permissible purpose to obtain them.
17. Because Respondents pulled these Consumer Reports, however, the consumers' credit files reflected an inquiry.
18. When the prospective client learned of this and asked Respondents about the unauthorized Consumer Report pulls, Respondents requested that the

third-party CRA delete the inquiries showing Respondents' unauthorized pulls of information from the consumers' reports.

19. Section 604(f) of the FCRA prohibits any person from using or obtaining a Consumer Report unless the Consumer Report is obtained for a purpose for which the Consumer Report is authorized to be furnished under Section 604, and the purpose is certified by the prospective user of the report pursuant to Section 607.
20. As a result, the acts or practices described in Paragraphs 11-18 constitute a violation of Section 604(f) of the FCRA, 15 U.S.C. § 1681b(f).

Findings and Conclusions as to Violation of FCRA's Reinvestigation Requirements

21. Between at least July 2011 and January 2014, Clarity:
 - a. refused to commence a reinvestigation if the consumer's dispute lacked "supporting documentation," regardless of the other information the consumer provided to Clarity about the dispute;
 - b. routinely failed to provide information concerning consumer disputes to furnishers;
 - c. refused to reinvestigate any disputes concerning inquiries on consumer files; and
 - d. performed no reinvestigation where claims of identity theft were made by consumers, although Clarity may have blocked some of this information on consumers' reports.
22. As a result, it failed to investigate requests for reinvestigation that it should have honored.

23. For example, even when a consumer identified specific tradelines and the reason why the consumer thought the item was inaccurate or incomplete, Clarity would not reinvestigate unless the consumer provided specific documentation.
24. Similarly, Clarity would not reinvestigate a consumer's claims that specific inquiries were inaccurate or incomplete on his or her Consumer Report or consumer file regardless of the information the consumer provided. This was Clarity's policy even though, as described above, it was making inquiries on consumers' files without a permissible purpose.
25. When consumers indicated that they were victims of identity theft and provided supporting documentation for those claims, Clarity typically blocked the reporting of information pursuant to Section 605B of the FCRA, but nonetheless failed to perform reinvestigations to determine, *inter alia*, whether such information should properly be deleted and/or reported to furnishers to meet its obligations under Section 611 (a) of FCRA.
26. Even when Clarity claimed to have performed a reinvestigation, it often failed to provide notice of the dispute to furnishers as required under the FCRA.
27. Clarity failed to meet its reinvestigation obligations even though it was aware that information in Clarity's consumer files was provided by or generated by unreliable sources, including inaccurate data from furnishers.

28. Clarity's policies and procedures resulted in its failure to follow the steps required by Section 611 of the FCRA, including: failing to complete a reasonable reinvestigation within 30 or 45 days; failing to provide prompt notice of disputes to furnishers upon receipt of notice of the dispute from consumers; failing to, where required, provide notice of a determination that a dispute is frivolous or irrelevant; failing to promptly delete inaccurate, incomplete, or unverifiable information; failing to promptly notify the furnisher that information has been modified or deleted from a consumer's report or file; failing to maintain reasonable procedures designed to prevent the reappearance of deleted information in a consumer's file; and failing to promptly provide notice to the consumer of the results of its investigation.
29. As a result, the acts or practices described in paragraphs 21-27 constitute a violation of Section 611 of the FCRA, 15 U.S.C. § 1681i.

CONDUCT PROVISIONS

VI

Order to Cease and Desist and Take Other Affirmative Action

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

30. Respondents and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from further violations of Sections 604(f), 607(a), and 611 of the FCRA, 15 U.S.C. §§ 1681b(f), 1681e(a), and 1681i, and shall cease and desist from selling or reselling any Consumer Report

to a user who does not have a permissible purpose to obtain the Consumer Report, including any user whose purpose for obtaining the report is to:

- a. Consider purchasing any service provided by Respondents; or
 - b. Generate a lead.
31. Respondents and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, shall take the following affirmative actions:
- a. Develop and implement policies and procedures to ensure that prospective or current users to whom Respondents sell or resell Consumer Reports are credentialed before any such transaction, and such credentialing shall include measures to ensure that the users have a permissible purpose to obtain a Consumer Report.
 - b. Develop and implement policies and procedures to comply with FCRA reinvestigation requirements, including, without limitation, policies and procedures for:
 - i. conducting reinvestigations when informed of a consumer dispute, including where a consumer alleges an inquiry was made without a permissible purpose;
 - ii. conducting reinvestigations without imposing any impermissible precondition in violation of Section 611 of the FCRA, including, without limitation, ensuring there is no requirement that the consumer must complete a specific form or provide documentation or other evidence in support

- of the dispute before Respondents will conduct a reinvestigation; and
- iii. providing all required notices to furnishers relating to the dispute.
- c. Provide sufficient staffing, facilities, systems, and information necessary to timely and accurately respond to disputes in accordance with FCRA and other federal laws.
- d. Employ qualified and experienced personnel to provide legal oversight regarding Respondents' obligations under FCRA with respect to obtaining and providing Consumer Reports, and investigating disputes.
- e. Require furnishers to provide data to Respondents in an accurate and reliable fashion;
- f. Require furnishers to correct any known data inaccuracies occurring in furnisher data, including, without limitation, data inaccuracies caused by software changes, the introduction of new products, and any analytical work performed; and
- g. Provide sufficient staffing, facilities, systems, and information necessary to establish safeguards to prevent future data inaccuracies.

VII Compliance Plan

IT IS FURTHER ORDERED that:

32. Within 60 days of the Effective Date, Respondents must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondents' practices for obtaining Consumer Reports and conducting reinvestigations of disputes, complies with all applicable federal consumer financial laws, as defined in the CFPB, 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. An explanation of Respondents' consumer compliance, organizational and reporting structure;
 - c. Written descriptions of the job duties for key consumer-compliance staff positions, which clearly define employee authority and responsibility;
 - d. A requirement that Respondents allocate resources to compliance that are commensurate with the company's size, complexity, and business operations to ensure that they implement an adequate compliance program including appropriate staffing levels with qualified and experienced personnel;
 - e. A requirement that Respondents conduct quarterly audits for five (5) years from the Effective Date to ensure that they are obtaining

and/or reselling Consumer Reports to credentialed users with a specific permissible purpose to obtain the respective Consumer Report sought, as required by the FCRA. Such audits must include, without limitation:

- i. Data relating to the identity of end users, the permissible purpose(s) for their requested Consumer Reports, number of disputes associated with those end users, and whether any errors were identified through the dispute process; and
 - ii. A plan for promptly resolving any compliance violations, including providing remediation and applicable FCRA protections to impacted consumers, and taking remedial action against end users who do not or may not have a permissible purpose for obtaining Consumer Reports, including, without limitation, disallowing the end user(s) from acquiring Consumer Reports through Clarity.
- f. A requirement that Respondents conduct quarterly audits for five (5) years from the Effective Date to ensure that they are investigating disputes, as required by the FCRA, which must include:

- i. Data relating to the number of disputes, the length of time it took to respond to the dispute, the furnisher associated with the dispute, whether any errors were identified through the dispute process; and
 - ii. A plan for promptly resolving any errors identified in the dispute investigation including providing remediation and applicable FCRA protections to impacted consumers, and taking remedial action against furnishers or end users responsible for such errors, including, without limitation, disallowing the end user from acquiring Consumer Reports through Respondents or, in the instance of furnisher errors, disallowing the furnisher from furnishing data to Clarity unless the data is accurate and complete.
- g. A requirement that Respondents provide ongoing education and training in federal consumer financial laws for all appropriate employees and affiliated individuals. Such training must be tailored to each individual's responsibilities and duties, documented, and reviewed and updated at least annually to ensure that appropriate personnel are provided with the most relevant and pertinent information;

- h. A requirement that the Compliance Plan be updated at least every two (2) years to reflect changes in relevant statutes or regulations, so that the Compliance Plan remains current and effective; and
 - i. Specific timeframes and deadlines for implementation of the steps described above.
33. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct the Respondents to revise it. If the Enforcement Director directs the Respondents to revise the Compliance Plan, the Respondents must make the revisions and resubmit the Compliance Plan to the Enforcement Director within 30 days.
34. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, the Respondents must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

MONETARY PROVISIONS

VIII

Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

35. Under Section 1055(c) of the CFPB, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section V 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 \$8,000,000 to the Bureau.

36. Within 20 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.
37. 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).
38. 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.
39. 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 ("Penalty Offset"). If the court in any Related Consumer Action grants such a Penalty Offset, Respondents must, within 30 days after entry of a final order granting the Penalty Offset, notify the Bureau, and pay the amount of the

Penalty Offset 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.

40. 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.
41. 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.
42. Under 31 U.S.C. § 7701, Respondents, unless already done so, must furnish to the Bureau taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
43. 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.
44. Under Section 604(a)(1) of the FCRA, 15 U.S.C. § 1681 b(a)(1), any Consumer Reporting agency may furnish a Consumer Report concerning

any respondents to the Bureau, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.

IX **Reporting Requirements**

IT IS FURTHER ORDERED that:

45. 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 acquisition of Clarity or its assets, in whole or part, and/or 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 at least 30 days before the development, if practicable, but in any case no later than 14 days after the development.
46. Within 7 days of the Effective Date:
 - a. Clarity must designate at least one telephone number and email, physical, and postal address as points of contact, which the Bureau may use to communicate with Respondents;
 - b. Ranney must identify telephone numbers and all email, Internet, physical, and postal addresses, including all residences;

- c. Ranney must describe in detail his involvement in any business that: 1.) offers, provides and/or obtains Consumer Reports, and/or furnishes information to a Consumer Reporting agency, and/or 2.) provides any service or products to a business that offers, provides and/or obtains Consumer Reports, and/or furnishes information to a Consumer Reporting agency; for which he performs services in any capacity or which he wholly or partially owns, including, without limitation, his title, role, responsibilities, participation, authority, control, and ownership at Clarity, its successors or assigns.
 - d. Respondents must report any change in the information required to be submitted under Paragraph 45 and 46 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner, for at least 5 years.

47. Respondents must report any change in the information required to be submitted under Paragraph 45 and 46 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner, for at least 5 years.

48. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondents must submit to the Enforcement Director an accurate written compliance progress report (“Compliance Report”) that has been approved by the Board of Directors of Clarity (“Board”), which, at a minimum:

- a. Describes in detail the manner and form in which Respondents have complied with this Order;
- b. Attaches quarterly audits required under Section VII, and
- c. Attaches a copy of each Order Acknowledgment obtained under Section X, unless previously submitted to the Bureau.

X

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

49. 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.
50. Within 30 days of the Effective Date, Respondents must deliver a copy of this Consent Order to each of its Board members and executive officers.
51. For 5 years from the Effective Date, Respondents must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section X or any future Board members and executive officers before they assume their responsibilities.
52. 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.

XI

Recordkeeping

IT IS FURTHER ORDERED that:

53. Respondents must create, or if already created, must retain, for at least five (5) years from the Effective Date, the following business records:
 - 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 indicating the identity of end users, the permissible purpose(s) for their requested reports, the number of disputes associated with those end users, whether any errors were identified through the dispute process, all steps taken to credential users, and all actions taken to restrict or limit end users' ability to access, obtain, or receive Consumer Reports.
 - c. All consumer complaints and disputes (whether received directly or indirectly, such as through another CRA), all notices of disputes provided to furnishers, and all documentation relating to the investigation of disputes.
54. Respondents must retain the documents identified in Paragraph 53 for the duration of the Consent Order.
55. Respondents must make the documents identified in Paragraph 53 available to the Bureau upon the Bureau's request.

XII
Notices

IT IS FURTHER ORDERED that:

56. 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 Clarity Services, Inc.*, and Timothy Ranney, File No. 2015 -CFPB- 0030 ,” and send them either:

- a. By overnight courier (not the U.S. Postal Service), as follows:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1625 Eye Street, N.W.
Washington D.C. 20006; or

- b. By first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

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

XIII
Compliance Monitoring

IT IS FURTHER ORDERED that, to monitor Respondents’ compliance with this Consent Order:

57. Within 14 days of receipt of a written request from the Bureau, Respondents must submit additional Compliance Reports or other

requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.

58. For purposes of this Section, the Bureau may communicate directly with Respondents, unless Respondents retain counsel related to these communications.
59. Respondents must permit Bureau representatives to interview any employee or other person affiliated with Respondents who has agreed to such an interview. The person interviewed may have counsel present.
60. 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.
61. For the duration of the Order in whole or in part, Respondents agree to be subject to the Bureau's supervisory authority under 12 U.S.C. § 5514. Consistent with 12 C.F.R. § 1091.111, Respondents may not petition for termination of supervision under 12 C.F.R. § 1091.113.

XIV **Modifications to Non-Material Requirements**

IT IS FURTHER ORDERED that:

62. 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.

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

XV

Administrative Provisions

64. 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 65.
65. 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 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 Respondents 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.
66. 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.

67. This Consent Order will terminate 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 Respondents. If such action is dismissed or the relevant adjudicative body rules that Respondents 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.
68. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
69. Should Respondents seek to transfer or assign all or part of their operations that are subject to this Consent Order, Respondents 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.
70. 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.

71. 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.
72. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondents, its Board, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 15th day of December, 2015.



Richard Cordray
Director
Consumer Financial Protection Bureau