

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

ADMINISTRATIVE PROCEEDING  
File No. 2023-CFPB-0008

In the Matter of:

**CONSENT ORDER**

**Freedom Mortgage Corporation**

The Consumer Financial Protection Bureau (Bureau) has reviewed Freedom Mortgage Corporation's (Freedom or Respondent, as defined below) acts and practices for generating Traditional Retail mortgage business and has identified violations of Section 8(a) of the Real Estate Settlement Procedures Act's prohibition on giving things of value for referrals of business incident to or part of a settlement service involving federally related mortgage loans. 12 U.S.C. § 2607(a) (RESPA), and its implementing regulation, Regulation X, 12 C.F.R. part 1024.

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

**I.**

**Jurisdiction**

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and RESPA Section 8, 12 U.S.C. § 2607(d)(4).

**II.**

**Stipulation**

2. Respondent has executed a “*Stipulation and Consent to the Issuance of a Consent Order*,” dated August 15, 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 §§ 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.

### III.

#### Definitions

3. The following definitions apply to this Consent Order:
  - a. “Board” means the President as of the Effective Date of this Order, any future President, and any other current or future members of Respondent’s Board of Directors.
  - b. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
  - c. “President” means Respondent’s sole owner and operator and any future owner or operator of Respondent who serves in a similar or equivalent capacity.
  - d. “Supervision Director” means the Assistant Director of the Office of Supervision Policy for the Consumer Financial Protection Bureau, or their delegate.
  - e. “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 as described in Section IV of this Consent Order.
  - f. “Relevant Period” includes from January 1, 2017 to the Effective Date.

- g. “Respondent” means Freedom Mortgage Corporation and its successors and assigns.
  - h. “Traditional Retail” means the mortgage origination market segment where loan officers attempt to obtain mortgage origination business directly from real estate brokers and agents.
  - i. “Traditional Retail Unit” means Freedom’s business unit focused on the Traditional Retail mortgage market, which was part of Freedom Mortgage Corporation from the beginning of the Relevant Period until on or about August 2021, and conducted through Freedom’s former subsidiary RoundPoint Mortgage Servicing, Inc. (RoundPoint) from on or about August 2021 until on or about August 2022.
- ## IV.
- ### Bureau Findings and Conclusions
- The Bureau finds the following:
- 4. Respondent is a privately held residential mortgage loan originator and servicer headquartered in Boca Raton, Florida.
  - 5. Mortgage origination is a consumer financial product or service under the CFPAs. 12 U.S.C. § 5481(15)(A)(i). Respondent is therefore a “covered person” as that term is defined by 12 U.S.C. § 5481(6).

6. The origination of a federally related mortgage loan is a “settlement service,” as that term is defined by RESPA. 12 U.S.C. § 2602(3) & 12 C.F.R. § 1024.2(b).
  7. The majority of mortgages originated by Freedom’s Traditional Retail Unit are “federally related mortgage loans” as that term is defined by RESPA. 12 U.S.C. § 2602(1) & 12 C.F.R. § 1024.2(b).
  8. Respondent maintained a Traditional Retail Unit from the beginning of the Relevant Period until August 2021, when Respondent transferred the Traditional Retail Unit from Freedom to its RoundPoint subsidiary.
  9. Respondent’s RoundPoint subsidiary ceased operations in the Traditional Retail Unit in August 2022, and Respondent no longer has a Traditional Retail Unit.
- Findings and Conclusions as to Respondent giving subscription services in exchange for mortgage referrals**
10. Freedom paid for several subscription services and then gave free access to real estate agents and brokers. Many of the real estate agents and brokers who accepted free access to these subscription services made mortgage referrals to Freedom’s Traditional Retail loan officers. The subscription services were a thing of value that Freedom gave to the real estate agents and brokers. For example, Freedom paid thousands of dollars per month for one of the subscription services—which provided information concerning

property reports, sales comparables, and foreclosure data—and over 2,000 real estate agents accepted subscriptions through Freedom’s account.

11. Freedom sometimes required real estate agents and brokers to agree to be paired with a Freedom Traditional Retail Unit loan officer before Freedom would give them access to its subscription services. The real estate agents who received free access to these subscription services (including agents at both Realty Connect and other brokerages) made more than 1,000 mortgage referrals to Freedom’s Traditional Retail Unit during the Relevant Period, as part of a pattern, practice, or course of conduct of giving free access to the subscription services to create, maintain, and strengthen mortgage referral relationships, in violation of RESPA Section 8(a). *See* 12 C.F.R. § 1024.14(e).

**Findings and Conclusions as to Respondent hosting and subsidizing events in exchange for mortgage referrals**

12. From at least July 1, 2017 to 2022, Freedom’s Traditional Retail Unit also hosted and subsidized events for certain real estate brokers and agents. For many of these events, Freedom would pay for the real estate brokers and agents’ food, beverages, and alcohol. Some of the events also included entertainment paid for by Freedom.
13. Freedom’s Traditional Retail Unit would also sometimes give free tickets to sporting events, charity galas, or other events where the real estate agents

and brokers would have otherwise needed to pay for their own admission, food, and alcohol.

14. These events were a thing of value that Freedom gave to the real estate agents and brokers who attended the events. The events frequently cost Freedom several thousand dollars or more.
  15. Freedom targeted these events at new or existing mortgage referral sources. Freedom also denied requests for event sponsorship from real estate brokerages that didn't refer mortgage business to Freedom's loan officers.
  16. Freedom hosted or subsidized the events for real estate brokerages and agents as part of a pattern, practice, or course of conduct of giving things of value to create, maintain, and strengthen mortgage referral relationships, in violation of RESPA Section 8(a). *See* 12 C.F.R. § 1024.14(e).
- Findings and Conclusions as to Respondent using MSAs to pay for mortgage referrals**
17. Freedom's Traditional Retail Unit also had marketing services agreements (MSAs) in place with more than 40 real estate brokerages. Under the MSAs, Freedom made a monthly payment to each respective brokerage. The payments ranged from a few hundred to several thousand dollars per month. The total amount Freedom paid under its MSAs during the Relevant Period was approximately \$90,000 per month.

18. In return for the monthly payment, the agreements called for the real estate brokerage counterparties to perform certain marketing services for Freedom. Freedom’s Traditional Retail Unit structured and implemented the MSAs as another mechanism to pay for mortgage referrals, rather than compensate real estate brokerages for marketing to consumers.
19. While some of the marketing services that the real estate brokers were supposed to perform under the MSA were directed to consumers, some of the MSAs also required the real estate broker to promote Freedom to the broker’s own agents. For example, certain agreements required the brokerage to “conduct E-mail marketing campaigns” and “conduct direct mail marketing campaigns” directed at the broker’s agents, in addition to the home buying public.
20. Freedom’s Traditional Retail Unit sometimes documented the number of referrals that had been made when tracking performance under the MSAs.
21. Freedom also encouraged its MSA partners to use a third-party smartphone app, which Freedom’s Traditional Retail Unit loan officers would share with the MSA brokerage’s agents. The agents would then share the app with their clients. The app, as shared with the clients, featured the Freedom loan officer’s headshot and Freedom logo at the top, and included buttons where the client could directly contact the Freedom loan officer for assistance.

22. Many of the real estate agents who received free subscriptions and attended events that were hosted or subsidized by Freedom also worked at real estate brokerages that received monthly payments through an MSA.
23. Although Freedom did some joint marketing with real estate brokers to consumers under the MSAs, Freedom performed most of the actual marketing services covered under the MSAs. For example, Freedom maintained a professional design team and licensed software to create marketing copy, such as co-branded mailers or open house flyers. Freedom also had a print shop that created the hard copies of co-branded marketing materials.
24. As explained above, Freedom’s payments made to the real estate brokerages through MSAs were both structured and implemented to generate mortgage referrals, rather than compensate the brokerages for any marketing services they actually performed. Freedom’s payments that it gave to the brokerages and that the brokerages accepted bore no reasonable relationship to the net market value of any marketing services the brokerages may have actually performed or provided. Freedom gave the MSA payments to real estate brokers as part of a pattern, practice, or course of conduct to create, maintain, and strengthen mortgage referral relationships in violation of RESPA Section 8(a), 12 U.S.C. § 2607(a) & 12 C.F.R. § 1024.14(e).

## **Findings and Conclusions as to Respondent's Violations of CFPB Section 1036**

25. Respondent, as explained above in ¶¶ 10-24, gave numerous things of value to real estate brokers and agents—including monthly MSA payments, subscription services, and meals, beverages, and entertainment—under an agreement or understanding to receive referrals of mortgage origination business for federally related mortgage loans, in violation of RESPA Section 8(a), 12, U.S.C. § 2607(a) and Regulation X, 12 C.F.R. § 1024.14(b), (e).
26. A violation of a Federal consumer financial law is a violation of Section 1036 of the CFPB. 12 U.S.C. § 5536(a)(1)(A). RESPA is a Federal consumer financial law. 12 U.S.C. §§ 5481(12)(M), (14). Therefore, Respondent violated Section 1036 of the CFPB.
- ### **CONDUCT PROVISIONS**
- V.
- #### **Prohibited Conduct**
- IT IS ORDERED**, under §§ 1053 and 1055 of the CFPB, that:
27. Respondent and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, in connection with any Traditional Retail business, must not violate Section 8

of RESPA, 12 U.S.C. § 2607, or its implementing regulation, Regulation X,

12 C.F.R. § 1024.14, and are prohibited from:

- a. providing or paying for, or agreeing to provide or pay for subscription services, food, drink, or entertainment, or giving any other thing of value, in exchange for referring any person to Respondent for real estate settlement services;
- b. accepting, making, or agreeing to accept or make payments that do not bear a reasonable relationship to the market value of the goods, facilities, or services actually provided under an MSA that involves marketing Respondent's real estate settlement services-related business to any person; and
- c. giving or accepting any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.

## VI.

### Compliance Plan

**IT IS FURTHER ORDERED** that:

28. In the event Respondent intends to resume, create, or acquire Traditional Retail operations, Respondent must, at least 30 days before resuming

Traditional Retail operations, submit to the Supervision Director, for review and non-objection, a comprehensive compliance plan designed to ensure that Respondent's Traditional Retail policies and procedures comply 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.

## VII.

### The Board's Role

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

29. Respondent's Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.
30. The Board must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission.

31. One year after the Effective Date, Respondent must submit to the Supervision Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, the accuracy of which is sworn to under penalty of perjury by Respondent's Board and which, at a minimum:
  - a. Describes the steps that Respondent's Board have taken to reasonably assess whether Respondent is complying with each applicable paragraph and subparagraph of the Order and the Compliance Plan, if applicable;
  - b. Describes in detail whether and how Respondent has complied with each applicable paragraph and subparagraph of the Order and Compliance Plan, if applicable, including the manner of verification of such compliance and any corrective actions taken to remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and
  - c. attaches a copy of each Order Acknowledgment obtained under Section X, unless previously submitted to the Bureau.
32. Respondent's Board must:
  - a. Authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with each applicable paragraph and

- subparagraph of the Consent Order and with the Compliance Plan, if applicable;
- b. Authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with each applicable paragraph and subparagraph of the Order and the Compliance Plan, if applicable;
  - c. Require timely reporting by management to the Board on the status of compliance obligations; and
  - d. Require timely and appropriate corrective action to remedy any material non-compliance with the directives related to this Section.

## **MONETARY PROVISIONS**

### **VIII.**

#### **Order to Pay Civil Money Penalty**

**IT IS FURTHER ORDERED** that:

33. Under § 1055(c) of the CFPB, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, Respondent must pay a civil money penalty of \$1.75 million to the Bureau.

34. 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.
35. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
36. 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.
37. 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.
38. 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.
39. 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.
40. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identification numbers, which may be

used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.

41. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Regional 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**

### **IX.**

#### **Reporting Requirements**

**IT IS FURTHER ORDERED** that:

42. 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.

43. Within 7 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. Identify all businesses for which Respondent is the majority owner, or that Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
  - c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
44. Respondent must report any change in the information required to be submitted under Paragraph 43 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

**X.**

**Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

45. Within 7 days of the Effective Date, Respondent must submit to the Regional Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
46. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its executive officers and each member of the Board, as well as to any vice presidents, managers, loan officers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
47. For 5 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 IX, any future executive officers and members of the Board, as well as to any vice presidents, managers, loan officers, employees, service providers, or other agents and representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.
48. Respondent 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.

49. Ninety days from 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 48.

## XI.

### Recordkeeping

**IT IS FURTHER ORDERED** that:

50. Respondent must create and retain the following business records associated with Traditional Retail:
- a. all documents and records necessary to demonstrate full compliance with each provision of this Consent Order and, if applicable, the Compliance Plan, including all submissions to the Bureau;
  - b. general ledger accounting records in the format used in the ordinary course of business, for expenses and revenues directly associated with Traditional Retail mortgage origination;
  - c. all emails, instructions, and other documents related to any

- subscription service paid for or subsidized in whole or in part by Respondent and given to a real estate settlement service provider;
- d. all emails, instructions, and other documents related to any event hosted by or paid in full or in part by Respondent and involving things of value given to a real estate settlement service provider;
  - e. all consumer complaints and refund requests associated with Traditional Retail (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests;
  - f. records showing, for each employee providing Traditional Retail mortgage origination services, that person's name, telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination; and
  - g. records showing, for each service provider providing Traditional Retail mortgage origination services (excluding independent mortgage brokers that partner with Respondent's wholesale channel), the name of a point of contact as well as that person's telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination.

51. 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.
52. Respondent must make the documents identified in Paragraph 50 available to the Bureau upon the Bureau's request.

**XII.**

**Notices**

**IT IS FURTHER ORDERED** that:

53. 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 Freedom Mortgage Corp.*, File No. 2023-CFPB-0008," 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

**XIII.**

**Compliance Monitoring**

**IT IS FURTHER ORDERED** that:

54. 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.
  55. 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 IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.
  56. 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.
- XIV.**
- Modifications to Non-Material Requirements**
- IT IS FURTHER ORDERED** that:
57. 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.
  58. 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.

## **ADMINISTRATIVE PROVISIONS**

### **XV.**

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

59. 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 60, below. 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.
60. 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 IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against 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.
61. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPB, 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.
62. 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.
63. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.

64. 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.
65. 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 §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 Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
66. 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.
67. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, its Board, executives, officers, or employees to violate any law, rule, or regulation.

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

*Rohit Chopra*  
Rohit Chopra  
Director  
Consumer Financial Protection Bureau