

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

ADMINISTRATIVE PROCEEDING File
No. 2021-CFPB-0001

In the Matter of:

**Yorba Capital Management, LLC
and Daniel Portilla, Jr.**

CONSENT ORDER

The Bureau of Consumer Financial Protection (Bureau) has reviewed the debt collection practices of Yorba Capital Management, LLC (Corporate Respondent, as defined below) and Daniel Portilla, Jr. (Individual Respondent, as defined below) (collectively, Respondents, as defined below) and has identified the following law violations. Corporate Respondent has violated the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692 et seq., and the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536. Individual Respondent has violated the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536. 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 CFPB, 12 U.S.C. §§ 5563 and 5565. The Bureau has independent authority to enforce the CFPB and the FDCPA, 12 U.S.C. § 5481(12)(H), (14).

II.

Stipulation

2. Respondents have executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated March 30, 2021 (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 §§ 1053 and 1055 of the CFPB, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact, conclusions of law, or wrongdoing, except that Respondents admit the facts necessary to establish the Bureau’s jurisdiction over Respondents and the subject matter of this action.

III.

Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumer” means a consumer who received a Litigation Notice during the Relevant Period.
 - b. “Assisting Others” includes, but is not limited to:
 - i. consulting in any form whatsoever;
 - ii. providing paralegal or administrative support services;
 - iii. performing customer service functions, including, but not limited to, receiving or responding to consumer complaints;
 - iv. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including, but not limited to, any telephone sales script, direct mail solicitation, or the text of any Internet website, email, or other electronic communication or advertisement;
 - v. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including, but not limited to, web or Internet Protocol addresses or domain

- name registration for any Internet websites, affiliate marketing services, or media placement services;
- vi. providing names of, or assisting in the generation of, potential customers;
- vii. performing marketing, billing, or payment services of any kind; and
- viii. acting or serving as an owner, officer, director, manager, or principal of any entity.
- c. “Corporate Respondent” means Yorba Capital Management, LLC, its successors and assigns.
- d. “Debt” means any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment. 15 U.S.C. § 1692a(5).
- e. “Debt Collection Activities” means all activities related to efforts to collect a Debt, either directly or indirectly.
- f. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.

- g. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, or his or her delegate.
- h. “Individual Respondent” means Daniel Portilla, Jr. or any other names by which the individual might be known.
- i. “Litigation Notice” means a letter described in Paragraphs 11-14 and sent by Corporate Respondent to a consumer during the Relevant Period demanding the payment of Debt and threatening to file suit against the consumer for non-payment of Debt.
- j. “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 any Respondent based on substantially the same facts as described in Section IV of this Consent Order.
- k. “Relevant Period” includes the period from January 1, 2017 to the date of this Consent Order.
- l. “Respondents” shall mean Individual Respondent and Corporate Respondent.

IV.**Bureau Findings and Conclusions**

The Bureau finds the following:

4. Corporate Respondent is a limited liability company headquartered in Anaheim, California.
5. Corporate Respondent is a “covered person” because it is in the business of collecting consumer debt related to extensions of credit and therefore “engages in offering or providing a consumer financial product or service.” 12 U.S.C. § 5481(5); (15)(A)(i), (x). Corporate Respondent purchases and collects on consumer credit card debt, in addition to consumer debt from the sale and financing of consumer products, such as furniture, televisions, video game consoles, and large household appliances.
6. Individual Respondent is an individual who resides in Santa Ana, California. Individual Respondent is the sole owner and managing member of Corporate Respondent and is responsible for Corporate Respondent’s business practices.
7. From January 2017 until at least September 2018, Individual Respondent was also specifically responsible for determining and implementing Corporate Respondent’s policies and procedures relating to Debt Collection Activities, training and oversight of Corporate Respondent’s debt collection

personnel, and training and oversight of Corporate Respondent’s personnel who handled consumer disputes or complaints.

8. Individual Respondent is a “related person” under 12 U.S.C. § 5481(25), and accordingly, is deemed a “covered person” under the CFPB. A related person includes “any director, officer, or employee charged with managerial responsibility for, or controlling shareholder of, or agent for, such covered person.” 12 U.S.C. § 5481(25)(C)(i).
9. Corporate Respondent’s principal purpose is debt collection. Corporate Respondent is therefore a debt collector under the FDCPA because it is a “business the principal purpose of which is the collection of any debts.” 15 U.S.C. § 1692a(6).
10. From January 2017 until at least April 2020, Corporate Respondent engaged in debt collection and attempted to collect Debt through written and oral communications with consumers.
11. Corporate Respondent mailed letters to consumers titled “LITIGATION NOTICE” which contained a “Case no.” and a case caption similar to that which would be found on a court filing.
12. The Litigation Notice contained statements threatening to file suit against a consumer if the consumer did not pay Corporate Respondent the Debt amount indicated on the letter. Specifically, the letter stated: “You are

hereby notified that a recommendation to file a lawsuit to collect this debt may be the next step resulting in a judgment entered against you.”

13. The Litigation Notice also contained statements implying that some form of legal action had already been commenced against the consumer. For example, the letter stated: “If you want to avoid any further legal action, you need to contact our office within 10 days of this notice; otherwise, we will assume you do not intend to pay this debt and litigation will be commenced immediately.”
14. The Litigation Notice also made representations about the consequences to the consumer if Corporate Respondent were to commence a lawsuit and obtain a judgment from a court for the Debt the consumer allegedly owed. Specifically, the letter stated “[a] judgment is a serious legal matter and several methods to collect a judgment are available to us” and then proceeded to list ways in which Corporate Respondent could collect on a judgment if it were to obtain one. These ways included “wage garnishment,” “levy on your bank accounts,” “placement of liens on real property or personal property,” and “suspension of your...driver’s license.”
15. Despite Respondents’ representations in the Litigation Notice, Respondents did not employ law firms or lawyers, and did not file lawsuits against consumers to enforce outstanding debt. Because Respondents did not file

lawsuits against consumers to collect debt, Respondents also did not obtain any judgments or collect on any such judgments, contrary to the implications in the Litigation Notice.

Findings and Conclusions as to CFPA Violations

16. The CFPA prohibits covered persons or service providers from engaging “in any unfair, deceptive, or abusive act or practice.” 12 U.S.C. §§ 5531(a), 5536(a)(1)(B). An act or practice is deceptive if: (1) there is a representation, omission, or practice that, (2) is likely to mislead consumers acting reasonably under the circumstances, and (3) the representation, omission, or practice is material.
17. Since January 2017, Corporate Respondent mailed Litigation Notices to consumers to attempt to collect Debt. These letters falsely represented that consumers would be sued and that there would be further legal action if the consumers did not pay the debt amount on the notices.
18. The Litigation Notices were likely to mislead consumers acting reasonably under the circumstances. The Litigation Notices contained statements that either explicitly or by implication threatened that a lawsuit would be the “next step” to “collect this debt” and that “further legal action” would be taken if the consumer did not pay the Debt amount stated on the notice, when, in fact, Corporate Respondent did not sue consumers to enforce the

Debt as part of its business or even hire attorneys to file such lawsuits. Because Respondents did not file lawsuits against consumers to collect debt, Respondents also did not obtain any judgments or collect on any such judgments, contrary to the implications in the Litigation Notice.

19. Consumers' interpretation of the statements in the "Litigation Notices" as a threat that a lawsuit is imminent, or that a lawsuit has already been filed against them, is reasonable. The notices are titled "LITIGATION NOTICE" in all-caps, contain a case name and "Case No." akin to that in a court document, and state that a lawsuit could be the "next step" and that there could be "further legal action" if the consumers do not pay the alleged Debt amount on the notices. Additionally, some consumers called the phone number on the "Litigation Notice" and spoke with one of Corporate Respondent's representatives who would provide little, if any, information about the Debt amount owed, and instead verbally threatened to sue the consumers or have the consumers arrested.
20. Corporate Respondent's false representations in the letter were material. Statements about the imminence of a lawsuit and the implication that legal action has already been taken are important to consumers and are likely to affect their conduct as to whether they pay the alleged debt amount to Corporate Respondent, seek legal counsel, or take other action.

21. Respondents' misrepresentations were thus false, misleading, and material, and violated the CFPAs prohibition against deceptive acts or practices.

Findings and Conclusions as to Corporate Respondent's FDCPA Violations

22. The FDCPA, 15 U.S.C. § 1692 et seq., is a Federal consumer financial law designed to eliminate abusive debt-collection practices, promote fair debt collection, and provide consumers with an avenue to dispute and obtain validation of debt information in order to ensure the information's accuracy.
23. The Bureau is empowered to enforce the FDCPA under its organic statute, the CFPAs. 12 U.S.C. §§ 5563, 5564(a)-(b), 5481(12)(H), (14).
24. The FDCPA applies to "debt collectors," which the Act defines alternatively as those engaged "in any business the principal purpose of which is the collection of any debts" and those "who regularly collect[] debts "owed or due another." 15 U.S.C. § 1692a(6).
25. Corporate Respondent is subject to the FDCPA because the principal purpose of Corporate Respondent's business is the collection of debts.
26. FDCPA § 1692e(5) prohibits threats "to take any action that cannot legally be taken or that is not intended to be taken." 15 U.S.C. § 1692e(5).
27. FDCPA § 1692e(10) prohibits "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer." 15 U.S.C. § 1692e(10).

28. Corporate Respondent mailed Litigation Notices to consumers to collect debts that falsely threatened legal action against consumers if they did not pay the debt.
29. It was reasonable for consumers to believe, and consumers did believe, that legal action would be taken against them if they did not pay the debt on the Litigation Notice. The Litigation Notices contained statements that either explicitly or by implication threatened legal action, including by stating that a lawsuit was a “next step” and threatening “further legal action” if the consumers did not pay the debt amount on the “Litigation Notice.”
30. In fact, Corporate Respondent had no intention of suing consumers or taking any other legal action against them. Respondents did not employ law firms or lawyers, and did not file lawsuits against consumers to enforce outstanding debt. Because Respondents did not file lawsuits against consumers to collect debt, Respondents also did not obtain any judgments or collect on any such judgments, contrary to the implications in the Litigation Notice.
31. Corporate Respondent’s actions therefore constitute threats to take legal action that the company did not intend to take in violation of FDCPA § 1692e(5) and false representations and deceptive means to collect or attempt to collect debt in violation of FDCPA § 1692e(10).

CONDUCT PROVISIONS

V.

Prohibited Conduct

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

32. Respondents, whether acting directly or indirectly, are permanently restrained from:
 - a. Participating in or Assisting Others in Debt Collection Activities;
 - b. Participating in or Assisting Others in, advertising, marketing, promoting, offering for sale, selling, or buying any Debt or any information regarding a consumer relating to a Debt; and
 - c. Receiving any remuneration or other consideration from, holding any ownership interest in, providing services to, or working in any capacity for any person engaged in or Assisting Others in Debt Collection Activities.

Nothing in this Consent Order shall be read as an exception to this Paragraph.

33. Respondents, and their officers, agents, servants, employees, and attorneys and all other Persons in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, may not:

- a. Disclose, use, or benefit from customer information, including names, addresses, telephone numbers, email addresses, social security numbers, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Respondents obtained before the Effective Date in connection with Debt Collection Activities;
- b. Attempt to collect, sell, assign, or otherwise transfer any right to collect payment from any consumer to whom Respondents sent a Litigation Notice and who agreed to pay a Debt amount to Corporate Respondent. However, customer information may be disclosed if requested by a government agency or required by law, regulation, or court order.

MONETARY PROVISIONS

VI.

Order to Pay Redress

IT IS FURTHER ORDERED that:

34. A judgment for equitable monetary relief and damages is entered in favor of the Bureau and against Respondents, in the amount of eight hundred and sixty thousand dollars (\$860,000); however, based on financial statements and supporting documentation that Respondents submitted to the Bureau and

Respondents' inability to pay the judgment for equitable monetary relief, full payment of this judgment will be suspended upon satisfaction of the obligations in Paragraph 35 of this Section and Paragraphs 42—43 of Section VIII and subject to Section VII [Effect of Misrepresentation or Omission of Financial Condition] of this Consent Order.

35. With regard to any redress that Respondents pay under this Section [Order to Pay Redress], if Respondents receive, directly or indirectly, any reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, or if Respondents secure a tax deduction or tax credit with regard to any federal, state, or local tax, Respondents must: (a) immediately notify the Enforcement Director in writing, and (b) within 10 days of receiving the funds or monetary benefit, Respondents must transfer to the Bureau the full amount of such funds or monetary benefit (Additional Payment) to the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 34 will be reduced by the amount of the Additional Payment.
36. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or to the Bureau's

agent according to applicable statutes and regulations to be used for redress for injured consumers, including but not limited to refund of moneys, restitution, damages or other monetary relief, and for any attendant expenses for the administration of any such redress.

37. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable or if funds remain after redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Respondents will have no right to challenge any actions that the Bureau or its representatives may take under this Section.
38. Payment of redress to any Affected Consumer under this Consent Order may not be conditioned on that Affected Consumer waiving any right.

VII.

Effect of Misrepresentation or Omission Regarding Financial Condition

IT IS FURTHER ORDERED that:

39. The Bureau's agreement to issue this Consent Order is expressly premised on the truthfulness, accuracy, and completeness of Respondents' sworn financial statements and supporting documents submitted to the Bureau on or about January 22, 2021, January 23, 2021, and March 24, 2021, which Respondents assert are truthful, accurate, and complete.

40. If the Bureau in its sole discretion determines that Respondents have failed to disclose any material asset or that any of Corporate Respondent's financial statements contain any material misrepresentation or omission, including materially misstating the value of any asset, then the suspension of the monetary judgment entered in Section VI [Order to Pay Redress] will be terminated, and the Bureau can seek to enforce in any federal district court as immediately due and payable the full judgment entered in Section VI of this Consent Order, eight hundred and sixty thousand dollars (\$860,000), less any amounts paid under Section VI of the Consent Order.
41. After the reinstatement of the monetary judgment under this Section, the Bureau will be entitled to interest on the judgment, computed from the date of entry of this Consent Order, at the rate prescribed by 28 U.S.C. § 1961, as amended, on any outstanding amounts not paid.

VIII.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

42. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), including Respondents' financial resources, as set forth in financial statements and supporting

documentation that Respondents submitted to the Bureau, and Respondents' inability to pay a greater penalty, Respondents must pay a civil money penalty of \$2,200 to the Bureau.

43. Within 10 days of the Effective Date, Respondents must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
44. 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).
45. Respondents, 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, 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.
46. 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 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 Respondents based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondents must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

IX.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

47. 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.

48. 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.
49. Under 31 U.S.C. § 7701, Respondents, unless they have already done so, must furnish to the Bureau their taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
50. 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 are required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

X.

Reporting Requirements

IT IS FURTHER ORDERED that:

51. Respondents must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondents; or a change in either Respondent's name or address. Respondents must provide this notice, if practicable, at least 30 days before the development, but in any case, no later than 14 days after the development.
52. Within 7 days of the Effective Date, Respondents 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 Corporate Respondent;
 - b. identify all businesses for which Corporate Respondent is the majority owner, or that Corporate 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.

- d. identify Individual Respondent's telephone numbers and all email, Internet, physical, and postal addresses, including all residences;
- e. describe in detail Individual Respondent's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including Individual Respondent's title, role, responsibilities, participation, authority, control, and ownership.

53. Respondents must report any change in the information required to be submitted under Paragraph 52 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
54. 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), sworn to under penalty of perjury, which, at a minimum:
 - a. lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Respondents have complied with each such paragraph and subparagraph of the Consent Order;
 - b. attaches a copy of each Order Acknowledgment obtained under Section XI [Distribution], unless previously submitted to the Bureau.

XI.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

55. 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.
56. Within 30 days of the Effective Date, Corporate Respondent and Individual Respondent, for any business for which he is the majority owner or which he directly or indirectly controls must deliver a copy of this Consent Order to its managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
57. For 5 years from the Effective Date, Corporate Respondent and Individual Respondent, for any business for which/he is the majority owner or which he directly or indirectly controls must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section X [Reporting Requirements], any future board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who will have responsibilities

related to the subject matter of the Consent Order before they assume their responsibilities.

58. 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.
59. Within 90 days of the Effective Date, Respondents must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under Paragraphs 56—57 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 58.

XII.

Recordkeeping

IT IS FURTHER ORDERED that:

60. Respondents must create and retain the following business records for any business for which Individual Respondent, individually or collectively with Corporate Respondent, is a majority owner or which s/he directly or indirectly controls:
 - a. all documents and records necessary to demonstrate full compliance with

each provision of this Consent Order, including all submissions to the Bureau.

- b. for each individual Affected Consumer: the consumer's name, address, phone number, email address; amount paid.
- c. all consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.

61. Respondents must make the documents identified in Paragraph 60 available to the Bureau upon the Bureau's request.

XIII.

Notices

IT IS FURTHER ORDERED that:

62. 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 Yorba Capital Management, LLC and Daniel Portilla, Jr., File No. 2021-CFPB-0001*," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

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

XIV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

63. Respondents must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondents must provide such information in their or their agents' possession or control within 14 days of receiving a written request from the Bureau.
64. Respondents must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV [Findings Section]. Respondents must provide truthful and complete information, evidence, and testimony. Individual Respondent must appear and Corporate Respondent must cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 10 days written notice, or other reasonable notice, at such places and

times as the Bureau may designate, without the service of compulsory process.

XV.

Compliance Monitoring

IT IS FURTHER ORDERED that:

65. 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.
66. For purposes of this Section, the Bureau may communicate directly with Respondents, unless Respondents retain counsel related to these communications.
67. Respondents must permit Bureau representatives to interview any employee or other person affiliated with Respondents who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section IV [Findings Section]; or (c) compliance with the Consent Order. The person interviewed may have counsel present.

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

XVI.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

69. 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.
70. The Enforcement Director may, in his or her discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if he or she determines good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.

ADMINISTRATIVE PROVISIONS

XVII.

IT IS FURTHER ORDERED that:

71. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondents, except as described in Paragraph 72. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondents.
72. The Bureau releases and discharges Respondents from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV [Findings Section] 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 their 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.
73. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 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.

74. This Consent Order will remain effective and enforceable, except to the extent that, and until such time as, any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau.
75. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
76. Should Corporate Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Corporate 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.
77. 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 Respondents wherever Respondents may be found and Respondents may not contest that court's personal jurisdiction over Respondents.
78. 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.

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

IT IS SO ORDERED, this 5th day of April, 2021.

David K. Uejio
David Uejio
Acting Director
Bureau of Consumer Financial Protection