

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

**ADMINISTRATIVE PROCEEDING**

File No. 2019-BCFP-0010

**In the Matter of:**

**CONSENT ORDER**

**USA SERVICE FINANCE, LLC**

The Bureau of Consumer Financial Protection (Bureau) has reviewed the lending, collection, and consumer-reporting activities of USA Service Finance, LLC (Respondent, as defined below) and has identified violations of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536; and Regulation V, 12 C.F.R. §§ 1022.42(a) and 1022.42(c). Under §§ 1053 and 1055 of the 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, 5565; and § 621 of FCRA, 15 U.S.C. § 1681s(b)(1)(H).

**II.**

**Stipulation**

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated September 23, 2019 (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. “Add-on Products” means any consumer financial products or services, as defined by section 1002(5) of the CFPA, 12 U.S.C.

§ 5481(5), that are marketed or offered to consumers as optional add-on products to Consumer Lending products or services, and includes Debt Cancellation Products.

- b. “Affected Consumers” includes all consumers who financed airline tickets with Edmiston Marketing, LLC d/b/a Easy Military Travel and who entered into debt-cancellation agreements with Respondent in connection with that financing.
- c. “Consumer Lending” means: (1) granting a consumer the right, for primarily personal, family, or household purposes, to defer payment of a debt, incur debt and defer its payment, or purchase property or services and defer payment for such purchases; and (2) purchasing accounts or debts generated as described in subsection (1), above. “Consumer Lending” shall not include any act or omission related to the granting or collection of any receivable owed to a business, person, or other entity whose primary business or personal purpose is not to engage in Consumer Lending.
- d. “Debt Cancellation Products” means Add-on Products marketed or offered in connection with Consumer Lending products or services, that provide, in exchange for a fee, for the cancellation of outstanding balances in the event of the consumer’s permanent disability.

- e. “Effective Date” means the date on which the Consent Order is issued.
- f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, or his or her delegate.
- g. “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.
- h. “Respondent” means USA Service Finance, LLC, and its successors and assigns.

#### **IV.**

#### **Bureau Findings and Conclusions**

The Bureau finds the following:

- 4. Respondent is a limited-liability corporation headquartered in Mayfield, Kentucky and incorporated in Kentucky.
- 5. Around 2010, Edmiston Marketing, LLC d/b/a Easy Military Travel (Easy Military), began selling and financing airline tickets to military servicemembers and their families and did so until 2016. Most of the tickets

financed by servicemembers were repaid using allotments, payments made directly from the military to the creditor from amounts drawn out of servicemembers' paychecks.

6. Respondent began purchasing consumer-loan contracts from Easy Military in 2014 and ceased doing so in 2015.
7. Respondent acquired or purchased consumer-loan contracts and collected on those consumer-loan contracts. Respondent is therefore a "covered person" under the CFPA. 12 U.S.C. §§ 5481(6)(A), (15)(A)(i) & (x).
8. Respondent also furnished information about consumers to consumer-reporting agencies for inclusion in a consumer report. Respondent is therefore a "furnisher" under Regulation V. 12 C.F.R. pt. 1022.

**Findings and Conclusions as to  
Violations of the Consumer Financial Protection Act**

9. Sections 1031 and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531, 5536(a)(1)(B), prohibit covered persons from engaging "in any unfair, deceptive, or abusive act or practice."
10. An act or practice is deceptive under the CFPA if (i) there is a representation or omission of information that is likely to mislead consumers acting reasonably under the circumstances; and (ii) that information is material to consumers.

11. From about 2014 through 2015, Easy Military offered to consumers a debt-cancellation agreement on behalf of Respondent. For a fee calculated based on the percentage of the outstanding loan balance, the agreement provided for the cancellation of the loan in the event of the permanent disability of the consumer. If the consumer opted for this agreement, Easy Military included an addendum to the finance contract that reflected the terms of the debt-cancellation agreement.
12. Respondent was the counterparty specified in the debt-cancellation agreement. Respondent collected the associated fees. About 60% of the consumers whose contracts were sold to Respondent had debt-cancellation agreements.
13. The debt-cancellation agreement provided that in the event of a consumer's total and permanent disability (as certified by a physician), purchasers of the product could cancel the outstanding balance of their loan.
14. The debt-cancellation agreement also stated that the cost of the product would be calculated as follows: each billing cycle, Respondent would charge the consumer 54.17 cents (\$0.5417) for every \$100 of his or her "monthly outstanding balance."

15. Therefore, as a consumer's principal balance on the travel financing declined, the debt-cancellation fee charged to the consumer was also supposed to decline.
16. In practice, however, the amount collected from consumers did not decline. For every payment, Respondent collected the amount of the debt-cancellation fee based on the consumer's original balance, regardless of whether the consumer paid down the principal on the loan. Respondent ceased collecting fees for debt-cancellation agreements in or around August 2016.
17. In connection with the servicing of and collection on consumer loans, Respondent misrepresented to consumers the actual cost of a debt-cancellation agreement by representing that it would charge an amount based on the outstanding principal of consumers' loans when, in fact, it charged more.
18. The misrepresentation about the amount to be charged for the debt-cancellation agreement was material because it concerned the cost of the product.
19. As a result of the conduct described above, Respondent engaged in deceptive acts and practices in violation of 12 U.S.C. § 5536(a)(1)(B).

**Findings and Conclusions as to Violations of the  
Fair Credit Reporting Act and Regulation V**

20. Regulation V, which implements the Fair Credit Reporting Act, provides that “[e]ach furnisher must establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency. The policies and procedures must be appropriate to the nature, size, complexity, and scope of each furnisher's activities.” 12 C.F.R. § 1022.42(a).
21. Regulation V further provides that “each furnisher must review its policies and procedures required by this section periodically and update them as necessary to ensure their continued effectiveness.” 12 C.F.R. § 1022.42(c).
22. Respondent never established, reviewed, or updated any written policies or procedures regarding the accuracy and integrity of the consumer information it furnishes to consumer-reporting agencies.
23. As a result of the conduct described above, Respondent violated Regulation V, 12 C.F.R. §§ 1022.42(a) & (c).

**ORDER**

V.

**Conduct Provisions**

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

24. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, sale, or performance of a consumer financial product or service, may not misrepresent, or assist others in misrepresenting, expressly or impliedly the cost or fees charged for any such product or service, or any other fact material to consumers concerning such product or service, such as the total costs or any material restrictions, limitations, or conditions.
25. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, must establish policies and procedures to ensure that amounts charged to consumers in connection with Add-on Products are in compliance with the terms of those consumers' agreements.
26. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate Regulation V, 12 C.F.R. § 1022.42(a) or (c).
27. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, are permanently restrained from collecting on any finance contracts originated by Easy Military, including any efforts to assign, sell or

transfer such finance contract or any other action that would cause anyone to collect on such finance contract.

28. Respondent must also establish and implement:
  - a. reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer-reporting agency; and
  - b. a plan to review such policies and procedures periodically and update them as necessary to ensure their continued effectiveness.

## VI.

### **Compliance Plan**

**IT IS FURTHER ORDERED** that:

29. Within 30 days of the Effective Date, Respondent must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondent's policies and procedures to ensure that amounts charged to consumers in connection with Add-on Products are in compliance with the terms of those consumers' agreements, as well as the furnishing of information to consumer-reporting agencies, comply with applicable Federal consumer protection 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; and
  - b. specific timeframes and deadlines for implementing the steps described above.
30. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Compliance Plan, Respondent must make the revisions and resubmit the Compliance Plan to the Enforcement Director within 30 days.
31. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

## VII.

### **Order to Pay Redress**

**IT IS FURTHER ORDERED** that:

32. Redress will be paid in two forms to Affected Consumers, by Respondent providing checks (Cash Redress), and by Respondent providing credits to outstanding principal account balances (Credit Redress), as follows:

- a. For each Affected Consumer who has no outstanding principal balance owed to Respondent, Cash Redress will be paid by check.
  - b. For each Affected Consumer with an outstanding principal balance owed to Respondent where the amount of redress owed by Respondent under this Consent Order exceeds the outstanding principal balance, Respondent will both:
    - i. provide Credit Redress to satisfy that Affected Consumer's principal account balance, and
    - ii. pay Cash Redress in the amount owed by Respondent to the Affected Consumer in excess of the credit applied.
  - c. For each Affected Consumer with an outstanding principal balance owed to Respondent where the outstanding principal balance equals or exceeds the amount owed by Respondent under this Consent Order, Respondent will provide Credit Redress in the amount owed by Respondent to that Affected Consumer under this Consent Order to satisfy or reduce the Affected Consumer's principal balance.
33. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account \$54,625.31. This segregated deposit account will be the source from which Respondent will pay Cash Redress as required by subparagraphs 32(a) and (b).

34. Within 30 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing Cash Redress and Credit Redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Redress Plan, Respondent must make the revisions and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

35. The Redress Plan must:

- a. specify how Respondent will identify Affected Consumers and reimburse Affected Consumers using Cash Redress and Credit Redress.
- b. detail a methodology for calculating Cash Redress and Credit Redress for Affected Consumers.

- c. provide that the \$54,625.31 in the segregated deposit account must be used to make Cash Redress payments by check, sent by mail, to the following Affected Consumers:
  - i. Affected Consumers without outstanding principal balances owed to Respondent, as required by subparagraph 32(a); and
  - ii. Affected Consumers who have outstanding principal balances owed to Respondent where the amount required to be paid by Respondent exceeds such outstanding principal balances, as required by subparagraph 32(b).
- d. provide that Credit Redress will be provided to Affected Consumers with outstanding principal balances owed to Respondent through credits to their accounts, as required by subparagraphs 32(b) and (c).
- e. provide that each Affected Consumer receiving Cash Redress, Credit Redress, or both, receive a Redress Notification Letter; provide an exemplar of the Redress Notification Letter. The Redress Notification Letter must explain how Respondent will provide redress; the date by which Respondent will provide redress; and that Respondent's redress payment is in accordance with the terms of this Consent Order.
- f. provide an exemplar of the envelope in which the Redress Notification Letters will be sent with no other materials other than the

approved letters and redress checks (where applicable), unless Respondent has obtained written confirmation from the Enforcement Director that the Bureau does not object to including such materials.

- g. require Respondent, when it makes redress to Affected Consumers by check, to send the check by United States Post Office first-class mail, address-correction service requested, to the Affected Consumer's last address as maintained in Respondent's records.
- h. require Respondent, with respect to any Affected Consumer whose redress check is returned, to make reasonable attempts to obtain a current address using standard address-search methodologies, including a standard address search using the National Change of Address system and to promptly re-mail all returned redress checks to current addresses, if any.
- i. require Respondent, if the check for any eligible consumer is returned to Respondent after a second mailing, or if a current mailing address cannot be identified using standard address-search methodologies, to retain the Cash Redress for that Affected Consumer for 180 days from the date the redress check was originally mailed, or a shorter period if required by law, during which period such amount may be claimed by such Affected Consumer upon appropriate proof of identity and, after

such time, dispose of these monies in accordance with Paragraph 36,  
below.

- j. specify timeframes and deadlines for implementing the steps described above; and
  - k. provide that Respondent will pay all costs of administering redress as required by this Section.
36. After completing the Redress Plan, if the amount of Cash Redress provided to Affected Consumers is less than \$54,625.31 within 30 days of the completion of the Redress Plan, Respondent must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent and according to the Bureau's wiring instructions, the difference between \$54,625.31 and the amount of Cash Redress provided to Affected Consumers.
37. The Bureau may use the remaining funds described in Paragraph 36 to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

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

**VIII.**

**Order to Pay Civil Money Penalties**

**IT IS FURTHER ORDERED** that:

39. 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), Respondent must pay a civil money penalty of \$25,000 to the Bureau.
40. 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.
41. 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).
42. Respondent 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, 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.
43. 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. 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.

## IX.

### **Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

44. 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.
45. 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.
46. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
47. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent 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 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.

**X.**

**Reporting Requirements**

**IT IS FURTHER ORDERED** that:

48. 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.
49. Within 7 days of the Effective Date, Respondent must:
  - a. designate at least one telephone number and email, physical, and postal address as points of contact, which 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.
50. Respondent must report any change in the information required to be submitted under Paragraph 49 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
51. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondent must submit to the Enforcement Director an accurate written compliance progress report (Compliance Report), which, at a minimum:
- a. lists each applicable paragraph and subparagraph of the Consent Order and describes in detail the manner and form in which Respondent has complied with each such paragraph and subparagraph;
  - b. describes in detail the manner and form in which Respondent has complied with the Redress Plan;

- c. describes in detail the manner and form in which Respondent has complied with the Compliance Plan; and
- d. attaches a copy of each Order Acknowledgment obtained under Section XI, unless previously submitted to the Bureau.

## **XI.**

### **Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

- 52. Within 7 days of the Effective Date, Respondent must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
- 53. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
- 54. 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 X, any future 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.

55. 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.

## XII.

### Recordkeeping

**IT IS FURTHER ORDERED** that:

56. Respondent must create, or if already created, must retain for the duration of the Consent Order, 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; and
  - b. all documents and records pertaining to the Redress Plan, described in Section VII above.
57. Respondent must retain the documents identified in Paragraph 56 for the duration of the Consent Order.
58. Respondent must make the documents identified in Paragraph 56 available to the Bureau upon the Bureau's request.

**XIII.**

**Notices**

**IT IS FURTHER ORDERED** that:

59. 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 USA Service Finance, LLC*, File No. 2019-BCFP-0010 ,” and send them by overnight courier or first-class mail to the below address and contemporaneously by email to [Enforcement\\_Compliance@cfpb.gov](mailto: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:

60. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondent must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the Bureau.

61. Respondent must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV. Respondent must provide truthful and complete information, evidence, and testimony. Respondent must cause Respondent's 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:

62. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested non-privileged information related to requirements of this Consent Order, which must be made under penalty of perjury; provide sworn testimony related to requirements of this Consent Order and Respondents' compliance with those requirements; and produce non-privileged documents related to requirements of this Consent Order and Respondents' compliance with those requirements.

63. Respondent must permit Bureau representatives to interview about the requirements of this Consent Order and Respondent's compliance with those requirements any employee or other person affiliated with Respondent who has agreed to such an interview. The person interviewed may have counsel present.
64. 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:

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

**XVII.**

**Administrative Provisions**

**IT IS FURTHER ORDERED** that:

67. 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 Respondent, except as described in Paragraph 68.
68. 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.
69. 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.

70. This Consent Order will terminate 5 years from the Effective Date. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
71. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
72. 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.
73. 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.

74. 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.
75. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing Respondent, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED**, this 21<sup>st</sup> day of November, 2019.



Kathleen L. Kraninger  
Director  
Bureau of Consumer Financial Protection

