

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

ADMINISTRATIVE PROCEEDING

File No. 2018-BCFP-0007

In the Matter of:

CASH EXPRESS, LLC

CONSENT ORDER

The Bureau of Consumer Financial Protection (“Bureau”) has reviewed the debt-collection and check-cashing practices of Cash Express, LLC (“Cash Express” or “Respondent”) and has identified violations of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5531, 5536(a)(1)(B). Under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this 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.

II
Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated October 12, 2018 (“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, and without admitting or denying any of the findings of fact or conclusions of law, 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. “Affected Consumer” means any consumer who, between January 1, 2013 and the Effective Date, made a payment or payments to Respondent within 90 days after receipt of a collection letter seeking to collect Time-Barred Debt (as defined below).
 - b. “Managers” means the managers of Respondent’s limited liability company.
 - c. “Clearly and prominently” means:
 - i. In textual communications (e.g., printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and

location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background on which it appears;

- ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the disclosure must be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;
 - iii. In communications disseminated through video means (e.g., television or streaming video), the disclosure must be in writing in a form consistent with subsection (i), and must appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend it;
 - iv. In communications made through interactive media such as the internet, online services, and software, the disclosure must be unavoidable and presented in a form consistent with subsection (i);
 - v. In communications that contain both audio and visual portions, the disclosure must be presented simultaneously in both the audio and visual portions of the communication; and
 - vi. In all instances, the disclosure must be presented before the consumer incurs any financial obligation, in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication with the consumer.
- d. “Consumer Reporting Agency” or “CRA” refers to a consumer reporting agency as defined by 15 U.S.C. § 1681a(f).
- e. “Effective Date” means the date on which this Consent Order is issued.

- f. “Regional Director” means the Regional Director for the Southeast Region for the Office of Supervision Examinations for the Bureau of Consumer Financial Protection, or his or her delegate. Communications to the Regional Director should be made via email to Karyn Mysliwiec, Assistant Regional Director, Southeast Region (karyn.mysliwiec@cfpb.gov).
- 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. “Relevant Period” includes the period from January 1, 2013 to the Effective Date.
- i. “Respondent” means Cash Express and its successors and assigns.
- j. “Set-off” is Respondent’s act or practice of subtracting and retaining proceeds from a check presented by a consumer during a check-cashing transaction in order to pay a debt the consumer owes Respondent, from an unrelated transaction, such as from a prior loan.
- k. “Time-Barred Debt” means debt as to which the applicable statute of limitations had elapsed.

IV

Bureau Findings and Conclusions

The Bureau finds the following:

4. Cash Express is a Tennessee limited liability company with a principal place of business in Cookeville, Tennessee. Respondent offers, provides, and collects on loans to consumers, including high-cost, short-term loans, such as payday and title loans. It also offers and provides check-cashing services to consumers.
5. First Cash Express, LLC was an affiliate of Cash Express, LLC and operated in Alabama through April 1, 2016. First Cash Express, LLC engaged in the conduct set forth in this Consent Order.
6. Respondent owns and operates approximately 328 retail lending outlets and offers loans and check cashing services to consumers in four states: Tennessee (since 1998), Kentucky (since 1999), Alabama (since 2005), and Mississippi (since 2012).
7. The loans and check-cashing services that Respondent provides are “consumer financial product[s] or service[s]” under the CFPA, 12 U.S.C. § 5481(5), (15)(A)(i), (15)(A)(x).
8. Respondent is a “covered person” as that term is defined by 12 U.S.C. § 5481(6).

Findings and Conclusions as to Deceptive Threats to Sue on Time-Barred Debt

9. When consumers defaulted on loans they owed to Respondent, Respondent mailed a series of collections letters to those consumers. Some of the consumers to whom Respondent mailed these letters were consumers with Time-Barred Debt—debts that were past the relevant statute of limitations.
10. Until April 2016, Cash Express employees mailed over 19,000 collection letters to 11,315 consumers who owed Time-Barred Debt.
11. The vast majority of these 19,000 collection letters threatened, directly or implicitly, to take

legal action against the consumers in court if the consumers did not pay their past due amount.

12. In many instances, Respondent's letters attached draft court documents and provided deadlines by which consumers had to respond to avoid the potential filing of a lawsuit on the debt.
13. In fact, at the time these collection letters were sent, the relevant states' limitations periods for enforcing such debts in court had expired.
14. Cash Express only rarely brought suit against consumers over Time-Barred Debt. Specifically, during the Relevant Period, Cash Express sued only 5 consumers out of more than 11,000 to whom it sent letters attempting to collect on Time-Barred Debt. In contrast, Cash Express sued consumers on non-Time-Barred Debt far more frequently—in thousands of instances annually.
15. Through its collection letters, Respondent represented to consumers with Time-Barred Debt, directly or indirectly, expressly or by implication, that if the consumers did not make a payment, Respondent would take action against them.
16. In fact, it was not Respondent's practice to file lawsuits against consumers with Time-Barred Debt to collect past-due amounts.
17. These representations were material to consumers with Time-Barred Debt because they would reasonably affect their decisions, specifically by encouraging them to pay their debts to Cash Express in an effort to avoid being sued. More than 150 consumers with Time-Barred Debt who received the letters threatening legal action subsequently made payments to Respondent within 90 days of receiving the letter. These payments totaled approximately \$32,012.33. Cash Express provided refunds to consumers of approximately \$19,000 in

September 2017, for payments made within 30 days of receipt of a letter to recover Time-Barred Debt.

18. Thus, Respondent's representations, as described in Paragraphs 9–14, constitute deceptive acts or practices in violation of §§ 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).
19. Respondent ceased mailing collection letters to consumers with Time-Barred Debt in April 2016.

Findings and Conclusions as to Deceptive Representations that Respondent Furnishes Information to Consumer Reporting Agencies

20. Until at least September 2015, in consumer loan applications, privacy policy disclosures, collection letters, and loan agreements, Respondent represented that Respondent may furnish information about borrowers to CRAs.
21. For example, Cash Express's loan application contained bolded language stating, "Notice of Furnishing Negative Information," informing applicants that "We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report." The application also contained a provision titled "Credit Inquiries and Reporting Authorization," stating, "You authorize us to obtain information from any third-party database agencies and companies, for credit evaluation purposes, and you also authorize the reporting of this credit application and credit history to any and all of these credit bureaus and other reporting agencies and companies." The privacy policy disclosure addendum to the application also stated that Cash Express may share information with credit bureaus. Finally, many of Cash Express's collection letters contained an endnote indicating that Cash Express may furnish consumers' information to CRAs, stating: "We may report information about your account to credit

bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.”

22. In fact, Respondent did not furnish information to CRAs during the Relevant Period.
23. Respondent’s statements were likely to mislead consumers acting reasonably under the circumstances into believing that Respondent would report consumers’ late payments to CRAs. The representations were material to consumers because such reporting can negatively affect consumers’ ability to obtain credit and may also affect the ability of consumers to obtain insurance, employment, or housing. As a result, such representations may cause consumers to pay debts to Respondent to avoid negative credit reporting.
24. Thus, Respondent’s representations, as described in Paragraphs 20-22, constitute deceptive acts or practices in violation of §§ 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

Findings and Conclusions as to Abusive Exercise of Set-Off

25. Until at least February 2016, whenever consumers visited Respondent’s stores for check-cashing services, Respondent instructed employees to determine whether the consumers owed money to Respondent, for example from a previous loan. If consumers did owe money from previous loans, Respondent’s employees were required to exercise Set-off, by keeping some or all of the check proceeds to satisfy consumers’ outstanding debt.
26. Respondent’s application and deferred presentment and signature agreements contained disclosures that Respondent may exercise Set-off. Consumers signed an acknowledgment in Respondent’s application that they had received these disclosures. However, Respondent instructed employees not to disclose, at any time during the check-cashing transaction, that Cash Express would deduct any previously owed amounts from the consumer’s check proceeds. In some cases, Set-off occurred months or years after the consumer acknowledged

receipt of Respondent's Set-off disclosures.

27. A training document for one of the Respondent's regions reflecting Respondent's policy stated, "First of all, don't tell the customer, I see you owe a debt from years ago and when I cash this check I have to take out what you owe because they will leave and not cash the check with you!"
28. The training document also instructed employees not to leave the check in a place where it could be retrieved by the consumer, stating, for example, "Make sure that you don't leave the check on the counter where the customer can get it back."
29. After Respondent subtracted the amount owed from the check proceeds and posted the payment to the previous loan, the employee then provided two receipts, one for the payment on the debt and one for the check and explained what had occurred.
30. At least one Cash Express employee was verbally reprimanded when it was discovered she had informed a consumer about an imminent Set-off.
31. Some consumers became very upset when they realized that Respondent exercised Set-off against the proceeds of their checks.
32. Once the consumer provided the check to the employee, Respondent's procedures perpetuated the consumer's lack of understanding of the risks, costs, and conditions of the transaction until the transaction was complete.
33. Check-cashing consumers may not have selected Respondent to cash their checks if they had been informed at the point of the check-cashing transaction of the possibility of Set-off.
34. Respondent's practice was dependent on consumers lacking the understanding that Respondent would use check proceeds to satisfy consumers' debts from unrelated transactions.

35. Respondent took unreasonable advantage of the consumers' lack of understanding that Respondent would withhold a portion, or the entire amount, of the checks the consumers intended to cash. Respondent capitalized on this misunderstanding by making sure that employees physically kept the check away from the consumer until the transactions (the check-cashing transaction and the debt-payment transaction) were complete. This practice nullified Respondent's Set-off disclosures. Accordingly, the manner in which Respondent conducted Set-off effectively denied consumers the ability to make informed decisions, and weigh the risks, costs, and conditions of the service when deciding whether to cash their check with Respondent.
36. In their exercise of Set-off, Respondent took unreasonable advantage of the lack of understanding on the part of the consumer of the material risks, costs, or conditions of the product or service. 12 U.S.C. §§ 5531(d)(2)(A), 5536(a)(1)(B).
37. Respondent ceased practicing Set-off in January 2016.
38. Respondent's acts and practices, as described in Paragraphs 25-31, thus constitute abusive acts and practices in violation of §§ 1031(d)(2)(A) and 1036(a)(1)(B) of the CFPA. 12 U.S.C. §§ 5531(d)(2)(A), 5536(a)(1)(B).

ORDER

V

Conduct Provisions

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

39. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not deduct debt payments from consumers' checks tendered for cashing unless, at the time of the check

cashing transaction, Respondent clearly and prominently disclose to the consumer the request for a debt payment and the consumer affirmatively consents to the debt payment in writing before the transaction is completed.

40. 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 offering of loans or the collection of any debt, may not misrepresent, or assist others in misrepresenting, expressly or impliedly:
- a. That Respondent does or may furnish information to Consumer Reporting Agencies unless it actually does regularly furnish; and
 - b. That Respondent intends or is likely to take legal action or file a lawsuit to collect debt from a consumer when that debt is past the applicable statute of limitations.

VI

Compliance Plan

IT IS FURTHER ORDERED that:

41. Respondent must submit to the Regional Director for review and determination of non-objection, a comprehensive compliance plan designed to ensure that Respondent's offering of loans, debt collection, and check-cashing complies with all applicable laws the Bureau enforces and the terms of this Consent Order ("Compliance Plan"). The Compliance Plan will, at a minimum:
- a. Include detailed steps for addressing each action required by this Consent Order; and
 - b. Include specific timeframes and deadlines for implementation of the steps described above.
42. The Regional Director will have the discretion to make a determination of non-objection to

the Compliance Plan or direct the Respondent to revise it. If the Regional Director directs the Respondent to revise the Compliance Plan, Respondent must make the revisions and resubmit the Compliance Plan to the Regional Director within 30 days.

43. After receiving notification that the Regional 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

Role of the Managers

IT IS FURTHER ORDERED that:

44. The Managers, or an appropriate committee thereof, must review all submissions required by this Consent Order prior to submission to the Bureau.
45. Although this Consent Order requires Respondent to submit certain documents for the review or non-objection by the Regional Director, the Managers will have the ultimate responsibility for proper and sound management of Respondent and for ensuring that Respondent comply with Federal consumer financial law and this Consent Order.
46. In each instance that this Consent Order requires the Managers to ensure adherence to or perform certain obligations of Respondent, the Managers, or an appropriate committee thereof, must:
 - a. Authorize whatever actions are necessary for Respondent to fully comply with this Consent Order;
 - b. Require timely reporting by management to the Managers on the status of compliance obligations; and

- c. Require timely and appropriate corrective action to remedy any material non-compliance with any failures to comply with Managers directives related to this Section.

VIII

Order to Pay Redress

IT IS FURTHER ORDERED that:

- 47. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account \$32,012.33, for the purpose of providing redress to Affected Consumers as required by this Section. For any refund previously made, Respondent must provide the Bureau with documentation reflecting the refund. Should the total amount of redress be less than \$32,012.33 under an approved Redress Plan due to a refund previously made, Respondent may release such excess funds from the segregated deposit account.
- 48. Within 30 days of the Effective Date, Respondent must submit to the Regional Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order ("Redress Plan"). The Regional Director will have the discretion to make a determination of non-objection to the Redress Plan or direct the Respondent to revise it. If the Regional Director directs Respondent to revise the Redress Plan, Respondent must make the revisions and resubmit the Redress Plan to the Regional Director within 15 days. After receiving notification that the Regional 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.
- 49. The Redress Plan will, at a minimum:

- a. Provide that Respondent will pay all costs of administering redress as required by this Section.
- b. Include a detailed description of the methodology used to determine the population of Affected Consumers and the appropriate redress for each Affected Consumer and of the procedures to issue and track redress payments.
- c. Include the forms of the letters (“Notification Letters”) to be sent notifying consumers of the redress described in Paragraph 48, the form of the envelope that will contain the Notification Letters, and a description of the process of sending the Notification Letters to consumers, which must include the following:
 - i. Respondent must send the Notification Letters by United States Postal Service first-class mail, address correction service requested, to the consumer’s last address as maintained in Respondent’s records.
 - ii. Respondent must mail a redress check with the Notification Letter and include language explaining how the amount of the redress payment to the consumer was calculated; a statement that the provision of the redress payment is in accordance with the terms of this Consent Order; and a statement that accepting the redress payment will not subject the consumer to any new debt collection or credit reporting activities for that debt.
 - iii. Respondent must not include in any envelope containing a Notification Letter any materials other than the approved letter, required notices, and, if applicable, redress checks.
- d. Require Respondent to make reasonable attempts to obtain a current address for any consumer whose Notification Letter is returned for any reason, using at least the

National Change of Address System, and to promptly re-mail all returned letters to current addresses. If a redress check for any consumer is returned to Respondent after such second mailing or a current mailing address cannot be identified using the National Change of Address System or other means, Respondent must retain the redress amount of such consumer for a period of 180 days from the date the check was originally mailed, during which period such amount may be claimed by such consumer upon appropriate proof of identity.

- e. After completing the Redress Plan, if the total amount of redress provided to Affected Consumers is less than \$32,012.33, then, within 30 days of completion of the Redress Plan, Respondent must pay by wire transfer to the Bureau or the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and \$32,012.33.
- f. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.
- g. Respondent must not condition any redress to any consumer under this Consent Order on that person's agreement to any condition, such as the waiver of any right.

IX

Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

50. 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 \$200,000 to the Bureau.
51. 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.
52. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
53. 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.
54. 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, 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.

X

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

55. 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, 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.
56. 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.
57. 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.
58. 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 are required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

XI

Reporting Requirements

IT IS FURTHER ORDERED that:

59. 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.
60. Within 90 days of receiving notice of non-objection to the Compliance Plan, and again one year after receiving notice of non-objection to the Compliance Plan, Respondent must submit to the Regional Director an accurate written compliance progress report ("Compliance Report") that has been approved by the Managers, which, at a minimum:
 - a. Lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Respondent has complied with each such paragraph and subparagraph of this Consent Order;
 - b. Describes in detail the manner and form in which Respondent has complied with the Redress Plan; and

- c. Attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

XII

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that,

- 61. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Managers and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of this Consent Order.
- 62. 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 XI, any future Managers 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 this Consent Order before they assume their responsibilities.
- 63. 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. §§ 7001–7006, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.

XIII

Recordkeeping

IT IS FURTHER ORDERED that:

- 64. Respondent must create, or if already created, must retain for the duration of this 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.
 - b. All documents and records pertaining to the Redress Plan, described in Section VIII above.
65. Respondent must make the documents identified in Paragraph 63 available to the Bureau upon the Bureau's request.

XIV
Notices

IT IS FURTHER ORDERED that:

66. 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* Cash Express, Inc., File No. 2018-BCFP-0007," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

James Carley
Regional Director, Southeast Region
Bureau of Consumer Financial Protection
1700 G Street, N.W.
Washington D.C. 20552

XV
Cooperation with the Bureau

IT IS FURTHER ORDERED that:

67. 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 their or their agents' possession or control within 14 days of receiving a written request from the Bureau.

XVI

Compliance Monitoring

IT IS FURTHER ORDERED that, to monitor Respondent's compliance with this Consent Order:

68. 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 Respondent's compliance with those requirements; or produce non-privileged documents related to requirements of this Consent Order and Respondent's compliance with those requirements.
69. 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.
70. 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.

XVII

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

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

XVIII

Administrative Provisions

73. 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 75.
74. 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 this Consent Order, or to seek penalties for any violations of this Consent Order.

75. 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.
76. Duration of the Order: 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.
77. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
78. 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.
79. 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.
80. 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.

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

IT IS SO ORDERED, this 23rd day of October 2018.



Mick Mulvaney
Acting Director
Bureau of Consumer Financial Protection