

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

ADMINISTRATIVE PROCEEDING
File No. 2019-BCFP-0009

In the Matter of:

Financial Credit Service, Inc., d/b/a
Asset Recovery Associates

CONSENT ORDER

The Bureau of Consumer Financial Protection (Bureau) has reviewed the debt-collection activities of Financial Credit Service, Inc., d/b/a Asset Recovery Associates (Respondent, as defined below) and has identified the following law violations: In the course of collecting on consumer debt, since at least January 1, 2015, Respondent regularly and falsely: (i) threatened consumers with arrest, lawsuits, liens on consumers' homes, and garnishment of consumers' bank accounts or wages; (ii) represented that non-attorney company employees are attorneys; and (iii) represented that consumers' credit reports will be negatively affected if they do not pay, even though ARA does not report consumer debts to credit-reporting agencies. Respondent's conduct constitutes deceptive acts and practices in violation of §§ 1031(a) and 1036(a)(1) of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536, and false, deceptive, and misleading representations in violation of §§ 807, 807(3-5), and 807(10) of the Fair

Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e. 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 § 814(b) of the FDCPA, 15 U.S.C. § 1692(b).

II.

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated August 15, 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. “Affected Consumers” means consumers who complained about a false threat or misrepresentation by Respondent described in Section IV of the Consent Order between January 1, 2015 and the Effective Date.
 - b. “Effective Date” means the date on which the Consent Order is issued.
 - c. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, or his or her delegate.
 - d. “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 that is based on substantially the same facts as those described in Section IV of this Consent Order.
 - e. “Relevant Period” includes from January 1, 2015 to the Effective Date.

- f. “Respondent” means Financial Credit Service, Inc., including Asset Recovery Associates, ARA, Inc., and its successors and assigns.

IV.

Bureau Findings and Conclusions

The Bureau finds the following:

4. Respondent is headquartered in Lombard, Illinois and is a “debt collector” under the FDCPA. 12 U.S.C. § 1692a(6).
5. Respondent is a “covered person” under 12 U.S.C. § 5481(6).
6. Respondent purchases defaulted debt, primarily from bank and retail credit cards, and collects on these accounts by sending collection letters and making collection calls.
7. In collecting and attempting to collect debts from consumers, Respondent has represented to consumers that, if consumers do not pay, Respondent would:
 - a. file lawsuits or take other legal action against them;
 - b. cause them to be arrested;
 - c. file liens against their houses;
 - d. have their bank accounts or wages garnished; and
 - e. cause their credit scores to be negatively affected.

8. Respondent also has represented to consumers that Respondent employs attorneys to collect debts.
9. Respondent does not take any legal action to collect on debt, whether by filing lawsuits, or by taking any action to put liens on consumers' houses, or by garnishing consumers' bank accounts or wages.
10. Respondent does not take any action to cause consumers to be arrested.
11. Respondent does not engage in any credit reporting to any consumer reporting agencies about any consumer accounts.
12. Respondent does not refer any accounts to lawyers or to any other entities for collection or legal action.
13. Respondent does not employ any attorneys to collect debts or to take legal action against debtors.

**Findings and Conclusions as to
Deceptive Acts and Practices in Violation of the CFPA**

14. Since at least January 1, 2015, in collecting and attempting to collect debts from consumers, Respondent has:
 - a. threatened consumers with legal action—including threats to file lawsuits against consumers, file liens on consumers' houses, garnish consumers' bank accounts or wages, and cause consumers to be arrested—all actions that Respondent has no intention of taking;

- b. represented to consumers that company employees are attorneys when Respondent does not employ attorneys; and
- c. threatened that consumers' credit reports will be negatively affected when Respondent does not engage in any credit reporting to any consumer reporting agencies about any consumer accounts.

15. Section 1036(a)(1)(B) of the CFPA prohibits covered persons from engaging in deceptive acts or practices. 12 U.S.C. § 5536(a)(1)(B). An act or practice is deceptive if it misleads or is likely to mislead the consumer; the consumer's interpretation is reasonable under the circumstances; and the misleading act or practice is material.
16. Respondent's representations described in Paragraph 14 are likely to mislead consumers acting reasonably under the circumstances and are material because they are likely to affect consumers' decisions about whether, how, and when to make payments to Respondent and how to prioritize competing financial commitments.
17. Thus, Respondent's representations 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 False, Deceptive,
and Misleading Representations in Violation of the FDCPA**

18. As described in Paragraph 14, Respondent has misrepresented that it employs attorneys for debt collection and that, if consumers do not pay, Respondent will cause them to be arrested, file liens against their houses, have their bank accounts or wages garnished, file lawsuits or take other legal action against them, and take steps to negatively impact their credit reports.
19. Section 807 of the FDCPA, 15 U.S.C. § 1692e, prohibits debt collectors from using any false, deceptive, or misleading representation or means in connection with the collection of any debt.
20. Section 807(3) of the FDCPA, 15 U.S.C. § 1692e(3), expressly prohibits debt collectors from making the false representation or implication that any individual is an attorney or that any communication is from an attorney.
21. Section 807(4) of the FDCPA, 15 U.S.C. § 1692e(4), expressly prohibits debt collectors from representing that nonpayment of any debt will result in arrest or imprisonment of any person or the seizure, garnishment, attachment, or sale of any property or wages unless such action is lawful and the debt collector intends to take such action.

22. Section 807(5) of the FDCPA, 15 U.S.C. § 1692e(5), expressly prohibits debt collectors from threatening to take any action that cannot legally be taken or is not intended to be taken.
23. Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10), further prohibits debt collectors from using false representations or deceptive means to collect or attempt to collect any debt.
24. Respondent's representations described in Paragraph 14 are false and misleading and constitute deceptive practices in violation of §§ 807, 807(3-5), and 807(10) of the FDCPA, 15 U.S.C. §§ 1692e, 1692e(3-5), 1692e(10).

V.

Conduct Provisions

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

25. 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 collection of any consumer debt, may not misrepresent, or assist others in misrepresenting, expressly or impliedly:
 - a. that they will take any actions that they do not intend to take or have the ability to take;
 - b. that they will file lawsuits against consumers;
 - c. that they will cause consumers to be arrested;

- d. that they will file liens against consumers' houses;
 - e. that they will cause consumers' bank accounts or wages to be garnished;
 - f. that consumers' credit reports will be negatively affected if they do not make a payment to Respondent;
 - g. that Respondent employs attorneys for debt collection;
 - h. that any non-attorney employee of Respondent is an attorney; and
 - i. any other fact material to consumers concerning the collection of any debt, including any false threats of legal action or other misrepresentations regarding the consequence of paying or not paying a debt.
26. Beginning within 90 days of the Effective Date, Respondent must record all incoming and outgoing calls with consumers and retain those recordings for the duration of this Consent Order.

VI.

Compliance Plan

IT IS FURTHER ORDERED that:

27. Within 45 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 debt

collection complies with all applicable Federal consumer financial laws and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. detailed steps for addressing each action required by this Consent Order; and
- b. specific timeframes and deadlines for implementation of the steps described above.

- 28. 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 15 days.
- 29. 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:

30. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account \$36,878.81 (Payment Floor), for the purpose of providing redress to Affected Consumers as required by this Section.
31. 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 redress consistent with this Consent Order (Redress Plan). If Respondent has provided redress to Affected Consumers prior to the Effective Date, Respondent must provide appropriate documentation of such redress to the Enforcement Director concurrent with the Redress Plan. The Enforcement 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 Enforcement Director directs the Respondent to revise the Redress Plan, the Respondent must make the revisions and resubmit the Redress Plan to the Enforcement Director within 14 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, the

Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

32. The Redress Plan must apply to all Affected Consumers and:
 - a. Specify how Respondent will identify all Affected Consumers;
 - b. Include a description of the following:
 - i. Methods used to compile a list of potential Affected Consumers;
 - ii. Methods used to calculate the amount of redress to be paid to each Affected Consumer;
 - iii. Procedures for issuance and tracking of redress to Affected Consumers; and
 - iv. Procedures for monitoring compliance with the Redress Plan.
33. The Redress Plan must, at a minimum, require Respondent to provide a refund of all money paid by Affected Consumers to Respondent.
34. The Redress Plan must describe the process for providing restitution to Affected Consumers, and must include the following requirements:
 - a. Respondent must mail a certified or bank check to each Affected Consumer along with a Restitution Notification Letter;
 - b. Respondent must send the certified or bank check by United States Postal Service first-class mail, address correction service requested, to

the Affected Consumer's last known address as maintained by the Respondent's records;

- c. Respondent must make reasonable attempts to obtain a current address for any Affected Consumer whose restitution check is returned for any reason, using the National Change of Address System, and must promptly re-mail all returned restitution checks to current addresses, if any; and
- d. Processes for handling any unclaimed funds.

35. With respect to the redress paid to Affected Consumers, the Redress Plan must include:

- a. The form of the letter (Restitution Notification Letter) to be sent notifying Affected Consumers of the redress; and
- b. The form of the envelope that will contain the Restitution Notification Letter. The letter must include a statement that the payment is made in accordance with the terms of this Consent Order and language explaining the manner in which the amount of redress was calculated.
- c. Respondent must not include in any envelope containing a Restitution Notification Letter any materials other than the approved letters and redress checks, unless Respondent has obtained written confirmation

from the Enforcement Director that the Bureau does not object to the inclusion of such additional materials.

36. Within 90 days of completing the Redress Plan, Respondent must submit a Redress Plan report to the Enforcement Director, which must include:
 - a. The procedures used to issue and track redress payments; and
 - b. The amount, status, and planned disposition of all unclaimed redress payments.
37. After completing the Redress Plan, if the total amount of redress provided to Affected Consumers is less than the Payment Floor, then, within 30 days of 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 the amount of redress provided to Affected Consumers and the Payment Floor.
38. 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.

39. 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:

40. 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.
41. Within 10 days of the Effective Date, Respondent must pay \$50,000 by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions, and make a subsequent payment of \$150,000 within 90 days of the Effective Date, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, in full satisfaction of the civil money penalty as ordered in Paragraph 40 of this Section.

42. 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).
43. 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.
44. 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 a Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money

penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

IX.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

45. In the event of any default on Respondent's obligations to make payment under the timelines agreed upon in 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.
46. 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.
47. 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.

48. 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:

49. 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.

50. 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.
51. Respondent must report any change in the information required to be submitted under Paragraph 50 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
52. Within 90 days of the Effective Date, and again one year after receiving notice of non-objection to the Compliance Plan, 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 Order and describes in detail the manner and form in which Respondent has complied with each such paragraph and subparagraph of the Consent Order;
- b. describes in detail the manner and form in which Respondent has complied with the Compliance Plan and Redress Plan; and
- c. 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,

- 53. 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.
- 54. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its 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 the Consent Order.
- 55. 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 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.

56. 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

57. Respondent must create or, if already created, 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;
 - b. copies of all call recordings and any scripts, training materials, and other materials relating to the subject of this Consent Order, including any such materials used by a third party on Respondent's behalf;

- 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; and
 - d. records showing, for each employee providing services related to debt collection, that person's name, telephone number, email address, physical and postal address, job title or position, dates of service, and, if applicable, the reason for termination.
58. Respondent must retain the records identified in Paragraph 57 for the duration of the Consent Order.
59. Respondent must make the records identified in Paragraph 57 available to the Bureau upon the Bureau's request.

XIII.

Notices

IT IS FURTHER ORDERED that:

60. 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 Financial Credit Service, Inc., d/b/a Asset Recovery Associates*, File No. 2019-BCFP-0009," 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:

61. 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.

XV.

Compliance Monitoring

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

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 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.

63. For purposes of this Section, the Bureau may communicate directly with Respondent, unless Respondent retains counsel related to these communications.
64. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview about the requirements of this Consent Order and Respondent's compliance with those requirements. The person interviewed may have counsel present.
65. 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:

66. 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.
67. 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

68. 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 this Paragraph. Upon full payment of redress under the Redress Plan as provided in Section VII, and full payment of the civil money penalty of \$200,000 in Section VIII, 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 CFPB, 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 ^{23rd} 23rd day of August, 2019.

A handwritten signature in blue ink, reading "Kathleen L. Kraninger", written over a horizontal line.

Kathleen L. Kraninger

Director

Bureau of Consumer Financial Protection