

UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU

ADMINISTRATIVE PROCEEDING

File No. 2015-CFPB-0012

In the Matter of:

**Syndicated Office Systems, LLC,
d/b/a Central Financial Control**

CONSENT ORDER

I

Overview

The Consumer Financial Protection Bureau (Bureau) has reviewed the practices by which Syndicated Office Systems, LLC, d/b/a Central Financial Control (Respondent, as defined below), collects medical debt and furnishes information relating to consumers to consumer reporting agencies. The Bureau has identified the following law violations: (1) Respondent failed to respond within 30 days to consumer disputes about the information Respondent furnished to consumer reporting agencies, in violation of Section 623(a)(8) of the Fair Credit Reporting Act (“FCRA”), 15 U.S.C. § 1681s-2(a)(8), and Subpart E of Regulation V, 12 C.F.R. § 1022.43, the implementing regulation of the FCRA; and (2) in certain instances, Respondent failed to provide consumers with a “debt validation notice” within five days of its initial communication with the consumer in connection with the collection of a debt, in violation of Section 809(a) the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692g(a). Under Sections 1053 and 1055 of the Consumer Financial

Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (“Consent Order”).

II
Jurisdiction

1. The Bureau has jurisdiction over this matter under: (a) Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565; (b) Section 621 of the FCRA, 15 U.S.C. § 1681s(b)(1); and (3) Section 814 of the FDCPA, 15 U.S.C. § 1692l(b)(6).

III
Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated June 15, 2015 (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 Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565. Respondent neither admits nor denies the findings of fact or conclusions of law in this Consent Order, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

IV
Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumers” means all consumers who were the recipients or guarantors for the recipients of medical service(s), had a balance due for the service(s), including the estate or beneficiaries of any consumer who is now deceased, and for whom, during the Relevant Period, Respondent: (1) failed to respond to the consumer’s Direct Dispute within 30 days; or (2) failed to send a

Debt Validation Notice to the consumer within five days of its initial communication with the consumer in connection with the collection of a medical debt.

- b. “Bureau” means Consumer Financial Protection Bureau.
- c. “Consumer Reporting Agencies” or “CRAs” means a “consumer reporting agency,” as that term is defined in Section 603(f) of the FCRA, 15 U.S.C. § 1681a(f).
- d. “Debt Validation Notice” means the written notice referenced in Section 809 of the FDCPA, 15 U.S.C. § 1692g(a).
- e. “Direct Dispute” means a dispute that is submitted by a consumer directly to a Furnisher concerning information relating to the consumer that the Furnisher has furnished to a CRA, and that is subject to Section 623(a)(8) of the FCRA, 15 U.S.C. § 1681s-2(a)(8), and 12 C.F.R. § 1022.43.
- f. “Effective Date” means the date on which the Consent Order is issued.
- g. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau or his/her delegee.
- h. “Furnisher” means an entity that furnishes information relating to consumers to one or more CRAs for inclusion in a consumer report, as defined in 12 C.F.R. § 1022.41(c).
- i. “Furnisher Rule” refers to Regulation V, Subpart E, 12 C.F.R. §§ 1022.40-43.
- j. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section V of this Consent Order.

- k. “Relevant Period” includes the period beginning on January 1, 2011 to the Effective Date.
- l. “Respondent” means Syndicated Office Systems, LLC, d/b/a Central Financial Control, and its successors and assigns.

V

Bureau Findings and Conclusions

The Bureau finds the following:

- 4. Respondent is a third party debt collector with offices in California and Texas that specializes in the collection of medical debt. Respondent is an indirect subsidiary of Conifer Health Solutions, LLC.
- 5. Respondent is a “covered person” as that term is defined by 12 U.S.C. § 5481(6).
- 6. Respondent is a “debt collector,” as that term is defined by the FDCPA, because it “uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts” and because it “regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6).
- 7. Respondent is a “furnisher” as that term is defined in the Furnisher Rule, because it “furnishes information relating to consumers to one or more consumer reporting agencies for inclusion in a consumer report.” 12 C.F.R. § 1022.41(c).

Findings and Conclusions as to Violation of FCRA and Furnisher Rule

- 8. Since at least January 2011, Respondent has furnished information, including information about consumers’ delinquent medical debt, to the CRAs on a regular basis for inclusion in consumer reports.

9. From at least January 2011 through October 2013, Respondent routed all Direct Disputes to an internal department for investigation pursuant to Respondent's general policies and procedures.
10. Respondent had no policies and procedures specifically tailored to the handling or tracking of Direct Disputes. Instead, Respondent reviewed and responded to Direct Disputes in the order in which they were received.
11. Because Respondent's policies and procedures set no deadline for responding to Direct Disputes, in most instances Respondent did not respond to Direct Disputes within the 30-day timeframe required by the FCRA.
12. On average, Respondent took more than 90 days to respond to Direct Disputes and, in some cases, Respondent took more than a year to respond to Direct Disputes.
13. In total, during the Relevant Period, Respondent failed to investigate and respond within 30 days to 13,713 Direct Disputes.
14. Respondent's failure to timely respond to Direct Disputes may have harmed consumers. Among other things, consumers may have expended time and money to follow up on unresolved Direct Disputes or experienced emotional distress due to Respondent's delayed response to their Direct Disputes. In addition, for approximately two percent of the Direct Disputes that consumers submitted for which Respondent did not provide a timely response, the dispute would have resulted in a change to the consumer's consumer reports.
15. FCRA Section 623(a)(8) and the Furnisher Rule require that Furnishers, like Respondent, respond to Direct Disputes within 30 days of receiving notice of the

dispute. 15 U.S.C. §§ 1681s-2(a)(8)(E)(i)-(iv) and 1681i(a)(1)(A); 12 C.F.R. § 1022.43(e)(1)-(4).

16. As a result, the acts or practices described in paragraphs 8 – 15 constitute a violation of Sections 623(a)(8)(E) of the FCRA, 15 U.S.C. § 1681s-2(a)(8)(E), and the Furnisher Rule, 12 C.F.R. § 1022.43(e).

Findings and Conclusions as to Violation of the FDCPA

17. Respondent collects or attempts to collect consumer medical debts that are owed to third parties.
18. As part of these collection efforts, Respondent initiates communications with consumers, typically through letters and telephone calls.
19. Generally, Respondent mails consumers a Debt Validation Notice before its initial communication with the consumer in connection with the collection of a debt.
20. However, on 4,172 accounts where the consumer was represented by counsel, Respondent did not send the consumer a Debt Validation Notice within five days of its initial communication with the consumer in connection with the collection of the debt.
21. In addition, on 6,686 accounts, Respondent failed to send the consumer a Debt Validation Notice because of scenario gaps in Respondent's computer system logic or due to human error.
22. In total, from January 1, 2011 to the Effective Date, Respondent did not send the Debt Validation Notice within five days of its initial communication with the consumer in connection with the collection of a debt for 10,858 accounts, and collected \$2,359,563.94 on these accounts.

23. The Debt Validation Notice is an essential safeguard for consumers, especially with regard to medical debt, as the insurance reimbursement and the medical billing processes are commonly fraught with complexity, confusion, delay, and can lead to consumers being unsure of how much to pay, when to pay, or even whom to pay.
24. Respondent's failure to send the Debt Validation Notices to consumers on these accounts could have harmed consumers by, among other things, not informing consumers of their legal right to request that Respondent validate their debt at the outset, and through this process identify and correct any errors, such as who owes the debt or the amount of the debt.
25. Section 809 of the FDCPA requires debt collectors to send consumers a Debt Validation Notice within five days of their initial communication with the consumer in connection with the collection of a debt. 15 U.S.C. § 1692g(a).
26. As a result, the acts or practices described in paragraphs 17 - 25 constitute a violation of Section 809 of the FDCPA, 15 U.S.C. § 1692g(a).

CONDUCT PROVISIONS

VI

Order to Cease and Desist and Take Other Affirmative Action

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

27. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of Section 623(a)(8) of the FCRA, 15 U.S.C. § 1681s-2(a)(8), and Subpart E of Regulation V (referred to as the Furnisher Rule), 12 C.F.R. § 1022.43, and take the following affirmative actions:

- a. Develop and implement policies and procedures to comply with the FCRA and Furnisher Rule to respond to Direct Disputes within 30 days of receipt of the Direct Dispute.
 - b. Provide sufficient staffing, facilities, systems, and information necessary to timely and accurately respond to Direct Disputes in accordance with the FCRA, Furnisher Rule, and other Federal laws.
 - c. Employ qualified and experienced personnel to provide legal oversight regarding Respondent's obligations to timely respond to Direct Disputes and send consumers Debt Validation Notices in compliance with the FDCPA and FCRA.
 - d. For each Affected Consumer for whom Respondent failed to timely respond to a Direct Dispute, Respondent must, within 30 days of the Effective Date:
 - i. Update the information it has furnished to the CRAs, if it has not already done so; and
 - ii. Send a notice to each Affected Consumer stating that it has updated the information it has furnished to the CRA for the Affected Consumer, if it has not already done so.
 - e. Refrain from furnishing information to a CRA relating to a consumer's medical debt for at least 90 days from the date the account is assigned to Respondent for collection.
28. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of Section 809 of the FDCPA, 15 U.S.C. § 1692g(a), and take the following affirmative actions:

- a. Within 30 days, correct any errors in Respondent's databases or systems that resulted in Respondent's failure to send a consumer a Debt Validation Notice;
- b. Except where the initial communication with the consumer results in a payment by the consumer on the debt, refrain from collecting any payments from any consumer until Respondent has confirmed that it sent the consumer a Debt Validation Notice;
- c. For each Affected Consumer to whom Respondent failed to send a Debt Validation Notice and for whom it furnished information to the CRAs, Respondent must, within 30 days of the Effective Date:
 - i. Update the information it has furnished to the CRAs, if it has not already done so; and
 - ii. Send a notice to each Affected Consumer stating that it has updated the information it has furnished to the CRA for the Affected Consumer, if it has not already done so.

VII Compliance Plan

IT IS FURTHER ORDERED that:

29. Within 60 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 practices for responding to Direct Disputes and sending consumers a Debt Validation Notice comply 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;

- b. An explanation of Respondent's consumer compliance organizational and reporting structure;
- c. Written descriptions of the job duties for key consumer-compliance staff positions, which clearly define employee authority and accountability;
- d. A requirement that Respondent allocate resources to compliance that are commensurate with the company's size, complexity, and business operations to ensure that it implements an adequate compliance program including appropriate staffing levels with qualified and experienced personnel;
- e. A requirement that Respondent conduct monthly audits to ensure that it is responding to Direct Disputes within 30 days of receipt of the dispute, as required by the FCRA and Furnisher Rule, which must include:
 - i. Data relating to the timeliness of Respondent's response to Direct Disputes, including data on the number of Direct Disputes received each month, the length of time it took to respond to Direct Disputes, whether it took longer than 30 days to respond to any Direct Dispute, and whether any errors were identified through the Direct Dispute investigation process; and
 - ii. A plan for promptly resolving any issues in the Direct Dispute response process;
- f. A requirement that Respondent conduct monthly audits to ensure that it is sending consumers a written Debt Validation Notice within five days of its initial communication with the consumer in connection with the collection of a debt, as required by the FDCPA, which must include:
 - i. Data relating to the number of new accounts assigned to Respondent, the number of accounts for which a Debt Validation Notice has been sent, the

- number of accounts for which no Debt Validation Notice has been sent, and, for such accounts, an explanation of why no Debt Validation Notice has been sent; and
- ii. A plan for promptly resolving any issues relating to Respondent's failure to send consumers a Debt Validation Notice within five days of its initial communication with the consumer in connection with the collection of a debt;
 - g. A requirement that Respondent provide ongoing education and training in Federal consumer financial laws for all appropriate employees and affiliated individuals, with training tailored to each individual's responsibilities and duties; training activities must be documented and the training programs reviewed and updated at least annually to ensure that appropriate personnel are provided with the most relevant and pertinent information;
 - h. A requirement that the Compliance Plan be updated at least every two years, or as required by changes in laws or regulations, so that the Compliance Plan remains current and effective; and
 - i. Specific timeframes and deadlines for implementation of the steps described above.
30. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or to direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Compliance Plan, Respondent must make the requested 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.

MONETARY PROVISIONS

VIII

Order to Pay Redress

IT IS FURTHER ORDERED that:

32. Within 10 days of the Effective Date, Respondent must reserve or deposit \$5,130,213.94 into a segregated deposit account for the purpose of providing redress to Affected Consumers as required by this Section.
33. Within 60 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). 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 30 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.
34. The Redress Plan must:

- a. Specify how Respondent will identify all Affected Consumers who will receive redress under this Consent Order;
 - b. Require Respondent to compensate each Affected Consumer for whom Respondent failed to respond to a Direct Dispute within 30 days; the amount of the payment to each Affected Consumer will range from \$100 - \$1,000 and correspond to the duration of Respondent's delay in responding to the Direct Dispute;
 - c. Require Respondent to compensate each Affected Consumer to whom Respondent failed to send a Debt Validation Notice, either:
 - i. A full refund of all amounts paid by the Affected Consumer for the account(s) for which Respondent failed to send a Debt Validation Notice; or
 - ii. \$100 for each Affected Consumer who did not make any payments to Respondent;
 - d. Provide that, for Affected Consumers to whom Respondent provides a refund in accordance with Paragraph 34(c)(i), Respondent will forgive any remaining balance and not attempt to re-collect the debt, resulting in debt forgiveness of \$319,731.74;
 - e. Provide that nothing in the Redress Plan creates any new collection, credit reporting, or litigation rights on behalf of Respondent; and
 - f. Provide that Respondent shall pay all costs of administering redress as required by this Section.
35. Respondent shall provide all relief to Affected Consumers required by this Consent Order, regardless of whether the total of such relief exceeds the amount reserved or deposited into a segregated account under Paragraph 32.

36. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than \$5,130,213.94, 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 the amount of redress provided to Affected Consumers and \$5,130,213.94, so that such funds may be distributed to the U.S. Treasury as disgorgement.
37. Respondent may not condition the payment of any redress to any Affected Consumer under this Order on the Affected Consumer waiving any right, nor deny any service, modification, or other consideration regularly offered or provided to consumers to any Affected Consumer.

IX

Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

38. Under Section 1055(c) of the CFPB, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section V 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 \$500,000 to the Bureau.
39. 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.
40. 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 CFPB, 12 U.S.C. § 5497(d).

41. 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.
42. 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 (Penalty Offset). If the court in any Related Consumer Action grants such a Penalty Offset, Respondent must, within 30 days after entry of a final order granting the Penalty Offset, notify the Bureau, and pay the amount of the Penalty Offset 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:

43. 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.

44. 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.
45. 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.
46. 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.

XI

Reporting Requirements

IT IS FURTHER ORDERED that:

47. 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 at least 30 days before the development or as soon as practicable after the learning about the development, whichever is sooner.

48. Within 90 days of the Bureau's non-objection to the Compliance Plan, 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. Describes in detail the manner and form in which Respondent has complied with this Order; and
 - b. 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:

49. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its board members 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 the Consent Order.
50. 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 board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who will have responsibilities related to the subject matter of the Consent Order before they assume their responsibilities.

51. 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.

XIII Recordkeeping

IT IS FURTHER ORDERED that:

52. Respondent must create, for at least 5 years from the Effective Date, 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 Program, described in Section VIII above.
53. Respondent must retain the documents identified in Paragraph 52 for at least 5 years.
54. Respondent must make the documents identified in Paragraph 52 available to the Bureau upon the Bureau's request.

XIV Notices

IT IS FURTHER ORDERED that:

55. 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 Syndicated Office Systems, LLC*, File No. 2015-CFPB-0012," and send them either:

- a. By overnight courier (not the U.S. Postal Service), as follows:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1625 Eye Street, N.W.
Washington D.C. 20006; or

- b. By first-class mail to the below address and contemporaneously by email

to Enforcement_Compliance@cfpb.gov:

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

XVI

Compliance Monitoring

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

56. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional compliance reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
57. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview. The person interviewed may have counsel present.
58. 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.

59. For the duration of the Order in whole or in part, Respondent agrees to be subject to the Bureau's supervisory authority under 12 U.S.C. § 5514. Consistent with 12 C.F.R. § 1091.111, Respondent may not petition for termination of supervision under 12 C.F.R. § 1091.113.

XVII

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

60. 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.
61. The Enforcement 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 Enforcement Director must be in writing.

XVIII

Administrative Provisions

62. 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 63.
63. 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 V 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.

64. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under Section 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.
65. This Consent Order will terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
66. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
67. 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 section 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.

68. 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.
69. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondent, its Board, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 18th day of June, 2015.



Richard Cordray
Director
Consumer Financial Protection Bureau