

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
BALTIMORE DIVISION**

CONSUMER FINANCIAL
PROTECTION BUREAU
1700 G Street NW
Washington, D.C. 20552

STATE OF MARYLAND, Office of
the Attorney General of Maryland,
Consumer Protection Division
200 St. Paul Place, 16th Floor
Baltimore, MD 21202
Baltimore County

Plaintiffs,

v.

WELLS FARGO BANK, N.A.
464 California Street
San Francisco, CA 94104

JPMORGAN CHASE BANK, N.A.
270 Park Avenue
New York City, NY 10017

ELAINE OLIPHANT COHEN
2100 Heritage Drive
Baltimore, MD 21209
Baltimore County

TODD COHEN
2100 Heritage Drive
Baltimore, MD 21209
Baltimore County

Defendants.

Case No. 1:15-cv-00179-RDB

**STIPULATED FINAL JUDGMENT AND ORDER WITH RESPECT TO
JPMORGAN CHASE BANK, N.A.**

The Consumer Financial Protection Bureau (“Bureau”) and the State of Maryland’s Office of the Attorney General’s Consumer Protection Division (“CPD”) commenced this civil action against Defendant JPMorgan Chase Bank, N.A. (“Chase”) on January 22, 2015, to obtain damages or other monetary relief, civil penalties, and other relief. The Complaint alleges that from 2010 through 2013, Genuine Title, LLC provided Chase’s loan officers marketing services that assisted the loan officers in generating business and increasing the number of loans that Chase originated or refinanced. The Complaint alleges that under agreements or understandings between Genuine Title and the loan officers, the loan officers in return referred settlement-service business to Genuine Title, LLC.

The Complaint alleges violations of: (1) Section 8(a) of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607(a) (“RESPA”); (2) Section 1036(a)(1)(A) of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. § 5536(a)(1)(A); and (3) the Maryland Consumer Protection Act, Md. Code Ann., Com. Law §§ 13-101 through 13-501 (2013 Repl. Vol.) (“CPA”).

Plaintiffs and JPMorgan Chase Bank, N.A., by and through respective counsel, have requested that the Court enter this Stipulated Final Judgment and Order (“Order”).

FINDINGS

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Plaintiffs and Chase agree to entry of this Order, without adjudication of any issue of fact or law, to settle and resolve all matters in this dispute arising from the conduct alleged in the Complaint to the date this Order is entered.

3. Chase neither admits nor denies any allegations in the Complaint, except as specifically stated in this Order. For purposes of this Order, Chase admits the facts necessary to establish the Court's jurisdiction over Chase and the subject matter of this action.
4. Chase waives service under Rule 4(d) of the Federal Rules of Civil Procedure and waives all rights to seek judicial review or otherwise challenge or contest the validity of this Order. Chase also waives any claim it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each party will bear its own costs and expenses, including without limitation attorneys' fees.
5. This Order is made without trial or adjudication of any issue of fact or law and does not contain any injunctive measures against Chase or any of its subsidiaries or affiliates.
6. Entry of this Order is in the public interest.

DEFINITIONS

7. The following definitions apply to this Order:
 - a. **"Affected Consumers"** means all consumers who closed loans during the Relevant Period with Chase's Specified Loan Officers for which Genuine Title, LLC provided settlement services.
 - b. **"Defendant"** means JPMorgan Chase Bank, N.A. and its successors and assigns.
 - c. **"Effective Date"** means the date on which the Order is issued.
 - d. **"Enforcement Director"** means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his/her delegee.
 - e. **"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 Chase based on substantially the same facts as described in the Order or the Complaint.

- f. “**Relevant Period**” means from January 1, 2010 until Chase ceased doing business with Genuine Title, LLC.
- g. “**Specified Loan Officers**” means the loan officers employed by Chase during the Relevant Period that received marketing services paid for by Genuine Title, LLC.

ORDER

IT IS ORDERED that:

I. Compliance Plan

- 8. In conjunction with the Bureau’s investigation and in resolution of this matter, Chase submitted a comprehensive compliance plan designed to ensure that Chase’s loan officers refrain from giving or accepting any fee, kickback, or thing of value and comply with the terms of this Order (“Compliance Plan”). The Bureau has not objected to Chase’s Compliance Plan.

II. Monetary Provisions

- 9. A judgment for monetary relief is entered in favor of the Bureau and the CPD against Chase in the amount of \$300,753.
- 10. Within 20 days of the Effective Date, Chase 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, \$300,753 in full satisfaction of the judgment as ordered in Paragraph 11 of this Section.
- 11. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or to the Bureau’s agent according to applicable statutes and regulations to be used for redress for injured consumers, including but not limited to refund of moneys, restitution, damages, or other monetary relief, and for any attendant expenses for the administration of any such redress.

12. If the Bureau determines, in its sole discretion, that redress to consumers is wholly or partially impracticable, or if funds remain after redress is completed, the Bureau may apply any remaining funds for such other equitable relief (including consumer-information remedies) as determined by the Bureau to be reasonably related to the violations described in the Complaint. Any funds not used for such equitable relief will be deposited in the U.S. Treasury as disgorgement. Chase will have no right to challenge any actions that the Bureau or its representatives may take under this paragraph.
13. Payment of redress to any Affected Consumer under this Order shall not limit Affected Consumers' rights in any way.

III. Civil Money Penalties

14. Chase must pay a civil money penalty of \$500,000 to the Bureau.
15. Within 20 days of the Effective Date, Chase 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.
16. The civil money penalty paid under this 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).
17. Chase must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Chase 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 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 Order.
18. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Chase may not argue that Chase is entitled to, nor may Chase 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, Chase 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.
19. Chase must pay a civil money penalty of \$100,000 to the CPD.
20. Within 20 days of the Effective Date, Chase must pay the civil money penalty by wire transfer to the CPD or to the CPD’s agent in compliance with the CPD’s wiring instructions.

IV. Additional Monetary Provisions

21. In the event of any default on Chase’s obligations to make payment under this 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.

22. Chase 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 Chase.
23. Under 31 U.S.C. § 7701, Chase, 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 Order.
24. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Chase 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 Chase 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.

V. Reporting Requirements

25. Chase must notify the Bureau of any development that may affect compliance obligations arising under this 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 Order; the filing of any bankruptcy or insolvency proceeding by or against Chase; or a change in Chase's name or address. Chase 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.
26. Chase designates the following points of contact, which the Bureau may use to communicate with Chase regarding this Order:

Matthew P. Previn
BuckleySandler LLP
1133 Avenue of the Americas
Suite 3100
New York, NY 10036
mprevin@buckleysandler.com

and

Jason Sabot
Senior VP and Associate General Counsel
JPMorgan Chase Bank, N.A.
4 New York Plaza
19th Floor
New York, NY 10004
Jason.Sabot@chase.com

VI. Order Distribution and Acknowledgment

27. Within 30 days of the Effective Date, Chase must deliver a copy of this Order to board members, executive officers, and certain employees as described in the Compliance Plan.
28. For 5 years from the Effective Date, Chase will provide a copy of this Order to certain individuals as described in the Compliance Plan.
29. Chase must secure a signed and dated statement acknowledging receipt of a copy of this 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 Order under this Section.

VII. Recordkeeping

30. Chase 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 Order, including all submissions to the Bureau; and

- b. for each individual Affected Consumer, copies of any record of the consumer's name; address; phone number; email address; amount of settlement service charges paid to Genuine Title; and the Affected Consumer's loan file.
- 31. Chase must retain the documents identified in Paragraph 30 for at least 5 years.
- 32. Chase must make the documents identified in Paragraph 30 available to the Bureau upon the Bureau's request.

VIII. Notices

- 33. Unless otherwise directed in writing by the Bureau, Chase must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, "*In re Genuine Title, LLC, Case No. 2013-0607-02,*" and send them to:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTN: Office of Enforcement
1700 G Street, NW
Washington, DC 20552

Enforcement_Compliance@cfpb.gov

IX. Cooperation with the Bureau

- 34. Chase must preserve consumer records and cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Chase must provide such information in their or their agents' possession or control within 14 days of receiving a written request from the Bureau.
- 35. Chase must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in the Complaint. Chase must provide truthful and complete information, evidence, and testimony. Chase must appear and must cause its officers, employees, representatives, or agents to appear for interviews, discovery,

hearings, trials, and any other proceedings that the Bureau may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

X. Compliance Monitoring

36. Within 14 days of receipt of a written request from the Bureau, Chase must submit additional compliance reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
37. Chase must permit Bureau representatives to interview any employee or other person affiliated with Chase who has agreed to such an interview. The person interviewed may have counsel present.
38. Nothing in this Order will limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6.

XI. Release

39. The Bureau and the CPD release and discharge Chase from all potential liability for law violations that the Bureau has or might have asserted based on the practices alleged in the Complaint, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. Notwithstanding this release, the Bureau may use the practices alleged in the Complaint in future enforcement actions against Chase or its affiliates 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 Order, or to seek penalties for any violations of this Order.

XII. Modifications to Non-Material Requirements

1. Chase may seek a modification to non-material requirements of this Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Enforcement Director.
2. The Enforcement Director may, in his discretion, modify any non-material requirements of this Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if he determines good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.

XIII. Retention of Jurisdiction

3. The Court will retain jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

IT IS SO ORDERED.

DATED this ____ day of _____, 2015.

Richard D. Bennett
United States District Judge