

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

ADMINISTRATIVE PROCEEDING  
File No. 2020-BCFP-0027

In the Matter of:

**SANTANDER CONSUMER USA  
INC.**

**CONSENT ORDER**

The Bureau of Consumer Financial Protection (Bureau) has reviewed the consumer credit furnishing practices of Santander Consumer USA Inc.

(Respondent, as defined below) and has identified the following law violations: (1)

Respondent furnished inaccurate information about consumers' credit to Consumer Reporting Agencies (CRAs) that it knew or had reasonable cause to believe was

inaccurate in violation of § 623(a)(1)(A) of the Fair Credit Reporting Act (FCRA),

15 U.S.C. § 1681-s2(a)(1)(A); (2) Respondent failed to promptly update and

correct information furnished to CRAs that Respondent determined was not

complete or accurate in violation of § 623(a)(2) of the FCRA, 15 U.S.C. § 1681-

s2(a)(2); (3) Respondent furnished information to CRAs about severely delinquent

or charged-off accounts but failed to furnish Dates of First Delinquency (DOFDs)

for those accounts in violation of § 623(a)(5) of the FCRA, 15 U.S.C. § 1681s-2(a)(5); and (4) Respondent failed to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of information provided to CRAs in violation of Regulation V, 12 C.F.R. § 1022.42(a). These violations of the FCRA and Regulation V also constitute independent violations of the Consumer Financial Protection Act (CFPA), 12 U.S.C. § 5536(a)(1)(A). Under §§ 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).

## **I.**

### **Jurisdiction**

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, and § 621 of the FCRA, 15 U.S.C. § 1681s(b)(1)(H).

## **II.**

### **Stipulation**

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated December 14, 2020 (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. "Board" means Respondent's duly-elected and acting Board of Directors.
  - b. "Effective Date" means the date on which the Consent Order is entered on the administrative docket.
  - c. "Regional Director" means the Regional Director for the Southeast Region for the Office of Supervision 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 based on substantially the same facts as described in Section IV of this Consent Order.
  - e. "Relevant Period" includes from January 2016 through August 2019.
  - f. "Respondent" means Santander Consumer USA Inc. and its successors and assigns.

## IV.

### **Bureau Findings and Conclusions**

The Bureau finds the following:

4. Respondent is a specialized consumer finance company headquartered in Fort Worth, Texas. Its primary business is the indirect origination of retail installment contracts and vehicle leases through manufacturer-affiliated dealers or large, independent dealers. In 2019, Respondent reported \$31.3 billion in originations across vehicle retail installment contracts and leases, and it reported \$994 million in net income.

5. Respondent is a “covered person” under 12 U.S.C. § 5481(6).

6. Respondent furnishes consumer credit information to CRAs and is therefore subject to the FCRA and Regulation V. 15 U.S.C. § 1681 et seq.; 12 C.F.R. pt. 1022.

7. Respondent furnishes consumer information on the vehicle retail installment contracts and leases it services by sending monthly data files to CRAs using a data format called Metro 2. Each line of consumer data relating to one individual credit account is commonly known as a tradeline, and each tradeline can be composed of more than 40 data fields, such as the consumer’s name, the type of account, and the status of the account.

**Findings and Conclusions as to Respondent’s Furnishing of Information That It Knew or Had Reasonable Cause to Believe Was Inaccurate**

8. From at least January 2016 to at least August 2019, Respondent furnished consumer information to CRAs that contained systemic errors. In many instances, the errors should have been readily apparent because the data for certain accounts was internally inconsistent.

9. Moreover, Respondent received error reports from at least one CRA that described these errors in the company’s data files. In addition, Respondent’s internal audits show that it was aware of at least one of these errors as of 2016. Despite being on notice of these errors, Respondent continued to make them for years.

10. Several of Respondent’s errors related to its use of the Date of First Delinquency (DOFD) field in its furnishing data.

11. Section 605(a)(5) of the FCRA requires that negative information such as late payments must be removed from a consumer’s credit report after that information is seven years old. 15 U.S.C. § 1681(a)(5). The date by which such information must be removed is determined by the date on which the account first became delinquent—the “date of first delinquency.” This provision allows consumers to rebuild their credit following a long period of delinquency.

Reporting an Incorrect Date of First Delinquency

12. In more than 23 million instances between January 2016 and August 2019, or 35 percent of all instances when Respondent furnished a DOFD during this time period, the DOFD furnished by Respondent equaled the Date of Account Information (DOAI) for the account. The DOAI is the date on which Respondent pulled information from its system of record each month in order to send to CRAs.

13. When furnishing in the Metro 2 format, furnishers like Respondent must provide the DOAI so that date is updated each month until the company stops reporting on a tradeline. Even if the DOFD did equal the DOAI at one point for a particular account, it is extremely unlikely that the DOFD would equal the DOAI for two or more months.

14. A CRA informed Respondent that it was reporting DOFDs that were more recent than previously reported DOFDs on derogatory accounts --an error that could result from using the DOAI in the DOFD field. Respondent received these reports from January 2015 through June 2016 and again in December 2017 and early 2019.

15. In more than 22 million instances when Respondent reported a DOFD that equaled the DOAI, the company also reported that the accounts were *current*. DOFD should not typically be reported for current accounts. Respondent knew

about this issue since at least September 2016, when an internal audit showed that the company reported DOFDs on current accounts. In November 2016, another internal audit showed the same error.

16. In almost 450,000 of the instances when Respondent reported a DOFD that equaled the DOAI, the company also reported an account status showing a serious delinquency (e.g., account was charged-off or at least 90 days delinquent, or the vehicle was already repossessed). The DOAI is typically close in time to the date of furnishing because account information is ordinarily pulled for furnishing purposes shortly before it is transmitted to CRAs. By contrast, it would be extremely unusual to have a DOFD close to the date of furnishing on a seriously delinquent account.

#### Reporting a Date of First Delinquency for Accounts that Were Not Delinquent

17. In at least an additional 890,700 instances between January 2016 and August 2019, Respondent reported a DOFD at the same time it reported contradictory information suggesting that the accounts in question were not in fact delinquent. Respondent should not have reported DOFDs for accounts that were current, paid in full (and not delinquent immediately beforehand), or previously delinquent but subsequently became current. If, on the other hand, the DOFD was accurate and the accounts referenced above were delinquent, then Respondent should not have reported them as current, paid in full, or cured. Either way,

Respondent furnished incorrect information for each of these tradelines.

Reporting Other Types of Inaccurate Information

18. Respondent also furnished inconsistent information regarding whether accounts were open or closed and whether consumers were carrying a balance or obligated to make future payments. To the extent that the company inaccurately reported whether accounts were open or closed or that consumers owed money that they did not actually owe, these errors could have negatively impacted consumers' credit scores and access to credit.

19. For example, in at least 367,070 instances between January 2016 and August 2019, Respondent furnished information indicating that accounts were "paid in full, charged off," along with contradictory information suggesting the tradelines were still open. The company received error reports from a CRA highlighting this inconsistency from January 2015 through June 2016 and again in December 2017 and early 2019.

20. Respondent also reported in approximately 250,000 instances that accounts had a current balance and simultaneously furnished contradictory information, such as also furnishing information indicating that the accounts were paid in full. The company had received error reports from a CRA since January 2015 advising of this error.

21. Prior to June 2017, Respondent did not consistently, for all its retail installment contract and lease portfolios, clearly and conspicuously specify to consumers an address where consumers could notify the company that information the company furnished was inaccurate.

22. Section 623(a)(1)(A) of FCRA prohibits a furnisher from furnishing any information relating to a consumer to any CRA if it knows or has reasonable cause to believe that the information is inaccurate. 15 U.S.C. § 1681s-2(a)(1)(A).

23. In numerous instances, Respondent furnished consumer credit information to CRAs that contained inaccurate information about consumers' credit accounts.

24. In many instances, Respondent knew or had reasonable cause to believe that the information was inaccurate because this information was internally inconsistent. In many other instances, the company furnished a DOFD that equaled the DOAI, which was extremely unlikely to be accurate for tradelines furnished over multiple months for multiple accounts. Moreover, the company continued to furnish this inaccurate information even after it had been notified about these types of errors by CRAs.

25. Therefore, prior to June 2017, Respondent violated § 623(a)(1)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(1)(A).

**Findings and Conclusions as to Respondent's Failure to Promptly Update and Correct Inaccurate Information**

26. Section 623(a)(2) of FCRA requires furnishers to promptly update and correct information they have furnished to a CRA that they determine is not complete or accurate. 15 U.S.C. § 1681s-2(a)(2).

27. As detailed above, in numerous instances from at least January 2016 to at least August 2019, Respondent furnished to CRAs information relating to consumers that was not complete or accurate.

28. In many instances, Respondent furnished information that was inconsistent with its internal account information and inaccurate. In many other instances, Respondent furnished a DOFD that equaled the DOAI, which was extremely unlikely to be accurate for tradelines furnished over multiple months for multiple accounts.

29. In addition, Respondent received multiple error reports from at least one CRA that allowed it to determine that the information it furnished was not complete or accurate, and Respondent's internal audits showed at least one of the errors listed above.

30. Despite this knowledge, Santander did not promptly update or correct the incomplete or inaccurate information it furnished. To the contrary, in many

cases Santander continued reporting inconsistent information for years after being alerted to its errors.

31. Therefore, Santander violated section 623(a)(2) of the FCRA, 15 U.S.C. § 1681s-2(a)(2).

**Findings and Conclusions as to Failing to Report a DOFD**

32. In at least 9,730 instances between January 2016 and August 2019, Respondent failed to report a DOFD, leaving this field blank, when it reported other information indicating that the accounts were more than 120 days delinquent or had been charged off. This error could have caused incorrect delinquency information to remain on a consumer's credit report for longer than it should, and, in turn, this could potentially result in another credit report user charging a higher cost of credit or denying credit to an affected consumer.

33. From January 2015 through June 2016 and again in December 2017 and early 2019, a CRA sent Respondent monthly error reports showing that the company was not always reporting DOFDs when it reported other information indicating that the accounts were delinquent.

34. Despite this information, through at least August 2019, Respondent continued to fail to furnish DOFDs while also furnishing information indicating that the accounts had been placed for collection, charged-off, subject to similar

action, or were at least 120 days delinquent (which is a typical time period for moving an account to collection and charge-off).

35. Section 623(a)(5)(A) of the FCRA requires that an entity provide the DOFD for any account placed for collection, charged to profit or loss, or subjected to any similar action. 15 U.S.C. § 1681s-2(a)(5)(A). Thus, when Respondent failed to report a DOFD in the 9,730 instances cited above, Respondent violated section 623(a)(5)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(5)(A).

### **Findings and Conclusions as to Deficient Policies and Procedures**

36. Respondent failed to establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnished to CRAs. In 2016, Respondent's policies and procedures did not require employees to add information required in the Metro 2 file after the company sold accounts to another company. When furnishers like Respondent sell accounts, they are required to identify the purchaser.

37. Respondent submitted Metro 2 correction files for at least some accounts that it sold. But at least 89,400 of these correction files improperly omitted the name of the account purchaser.

38. Until 2018, Respondent did not have any written policies or procedures requiring employees to update its internal records concerning consumer accounts after it determined that the internal records contained errors.

39. When a furnisher like Respondent determines there is an error in one of its tradelines, it is required to correct and update the information previously furnished.

40. For those who furnish to the national CRAs, this task is accomplished by submitting changes to the CRAs. Simultaneously, the furnisher must correct its internal records to ensure that it does not send a file with the same error the next month. Respondent had no written policies or procedures requiring its employees to make these changes.

41. Respondent was aware that its credit reporting policies and procedures contained important misstatements and deficiencies. In 2016, for example, an internal audit found that “written procedures do not exist that would govern daily reporting activities within the [Credit Bureau Reporting] department.”

42. Another 2016 audit found that Respondent’s policies and procedures were “not sufficient” and pointed out specific gaps in the company’s procedures.

43. The same audit also noted that Respondent had no training for electronically submitting consumer data to the CRAs or protocols to measure whether such information was successfully transmitted to CRAs.

44. Regulation V requires furnishers to “establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency.” 12 C.F.R. § 1022.42(a). The policies and procedures must be appropriate to the nature, size, complexity, and scope of the furnisher’s activities. 12 C.F.R. § 1022.42(a).

45. Regulation V requires that furnishers’ policies and procedures should address establishing and implementing internal controls for accuracy and integrity of information about consumers furnished to CRAs; training staff that furnishes information; providing appropriate and effective oversight of service providers; deleting, updating, and correcting information in the furnisher’s records, as appropriate, to avoid furnishing inaccurate information; designing appropriate technology to communicate with CRAs; and conducting a periodic evaluation of its practices.

46. Between 2016 and 2018, Respondent failed to establish and implement reasonable written policies and procedures that related to the accuracy and integrity of the consumer information it was furnishing to CRAs. Respondent’s

written policies and procedures regarding the accuracy and integrity of the consumer information that it furnishes to CRAs were inadequate given the high volume and complexity of Respondent's furnishing activities and were not reasonable or appropriate given the nature, size, complexity, and scope of Respondent's activities.

47. Therefore, Respondent violated Regulation V by failing to establish and implement the required reasonable written policies and procedures, 12 C.F.R. § 1022.42(a).

### **Findings and Conclusions as to the Consumer Financial Protection Act**

48. Under the CFPA, a covered person's violation of a Federal consumer financial law, which includes enumerated consumer laws and rules thereunder, violates the CFPA. 12 U.S.C. §§ 5536(a)(1)(A), 5481(14).

49. The FCRA and Regulation V are Federal consumer financial laws.

50. Respondent's violations of the FCRA and Regulation V, described in Paragraphs 8-47, constitute violations of § 1036(a)(1)(A) of the CFPA. 12 U.S.C. § 5536(a)(1)(A)

**ORDER**

**V.**

**Conduct Provisions**

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

51. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate (i) § 623(a)(1)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(1)(A); (ii) § 623(a)(2) of the FCRA, 15 U.S.C. § 1681s-2(a)(2); (iii) § 623(a)(5)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(5)(A); or (iv) 12 C.F.R. § 1022.42(a), and in connection with furnishing consumer credit information, must take the following affirmative actions:

- a. Correct all inaccuracies and errors described in Section IV of this Consent Order and update affected tradelines accordingly to the extent data is available;
- b. Each month, examine Respondent's furnishing data for the errors described in Section IV of this Consent Order, take all reasonable steps to identify such errors, and resolve identified errors *before* providing the data to any CRA;

- c. Establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that Respondent furnishes to a CRA;
- d. Examine and, where necessary, establish and implement changes to its policies and procedures and the practices of its employees to ensure that its employees properly route, categorize, investigate, and respond to all direct disputes; and
- e. Retain all direct disputes and all response letters for at least five years.

## VI.

### Compliance Plan

**IT IS FURTHER ORDERED** that:

52. Within 45 days of the Effective Date, Respondent must submit to the Regional Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondent's consumer credit furnishing practices 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;
- and

b. specific timeframes and deadlines for implementation of each step.

53. The Regional Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondent to revise it. If the Regional Director directs Respondent to revise the Compliance Plan, Respondent must revise and resubmit the Compliance Plan to the Regional Director within 15 days.

54. 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 Board**

**IT IS FURTHER ORDERED** that:

55. The Board or a committee thereof must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the Bureau.

56. Although this Consent Order requires Respondent to submit certain documents for review or non-objection by the Regional Director, the Board will have the ultimate responsibility for proper and sound management of Respondent

and for ensuring that Respondent complies with the laws that the Bureau enforces, including Federal consumer financial laws and this Consent Order.

57. In each instance that this Consent Order requires the Board to ensure adherence to, or perform certain obligations of Respondent, the Board or a committee thereof must:

- a. Authorize whatever actions are necessary for Respondent to fully comply with the Consent Order;
- b. Require timely reporting by management to the Board on the status of compliance obligations; and
- c. Require timely and appropriate corrective action to remedy any material non-compliance with Board directives related to this Section.

## **VIII.**

### **Order to Pay Civil Money Penalty**

**IT IS FURTHER ORDERED** that:

58. 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 \$4.75 million to the Bureau.

59. 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.

60. 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).

61. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. 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.

62. 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 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.

63. 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.

64. 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.

65. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.

66. 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 is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

## **IX.**

### **Reporting Requirements**

**IT IS FURTHER ORDERED** that:

67. 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.

68. Within 7 days of the Effective Date, Respondent must designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent.

69. Respondent must report any change in the information required to be submitted under Paragraph 68 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

70. 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 Regional Director an accurate written compliance progress report (Compliance Report), sworn to under penalty of perjury, 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
- c. attaches a copy of each Order Acknowledgment obtained under Paragraph 74, unless previously submitted to the Bureau.

**X.**

**Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

71. Within 7 days of the Effective Date, Respondent must submit to the Regional Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.

72. 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.

73. 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 IX, 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.

74. 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.

75. Within 90 days of the Effective Date, Respondent must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under Paragraphs 72-73 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 74.

## **XI.**

### **Recordkeeping**

**IT IS FURTHER ORDERED** that:

76. Respondent must create and retain 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 consumer complaints relating to furnishing consumer credit information (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.
  - c. records showing, for each employee providing services related to Respondent's furnishing practices, that person's name, telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination.

d. Records showing, for each service provider providing services related to Respondent's furnishing practices, the name of a point of contact, and that person's telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination.

77. Respondent must make the documents identified in Paragraph 76 available to the Bureau upon the Bureau's request.

## **XII.**

### **Notices**

**IT IS FURTHER ORDERED** that:

78. 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* Santander Consumer USA Inc., File No. 2020-BCFP- 0027 ," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement\_Compliance@cfpb.gov:

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

### **XIII.**

#### **Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

79. Respondent must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV of this Consent Order. Respondent must provide truthful and complete information, evidence, and testimony. Respondent must cause Respondent's officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 10 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

### **XIV.**

#### **Compliance Monitoring**

**IT IS FURTHER ORDERED** that:

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

produce non-privileged documents related to requirements of this Consent Order and Respondents' compliance with those requirements.

81. 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.

82. 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.

## **XV.**

### **Modifications to Non-Material Requirements**

**IT IS FURTHER ORDERED** that:

83. 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.

84. The Regional 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 Regional Director must be in writing.

## XVI.

### Administrative Provisions

#### **IT IS FURTHER ORDERED** that:

85. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 86. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.

86. 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.

87. 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.

88. 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.

89. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.

90. 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.

91. 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.

92. 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.

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

**IT IS SO ORDERED**, this 21<sup>st</sup> day of December, 2020



Kathleen L. Kraninger  
Director  
Bureau of Consumer Financial Protection