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16 dba Student Loan Processing.US, and James Krause

17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**
19 **SOUTHERN DIVISION**

20 Consumer Financial Protection Bureau,
21 Plaintiff,
22
23 v.
24 IrvineWebWorks, Inc. d/b/a Student
25 Loan Processing.US, *et al.*,
26 Defendants.
27

Case No. SACV14-1967-JVS (DFMx)

**[PROPOSED] STIPULATED FINAL
JUDGMENT AND ORDER**

1 Plaintiff Consumer Financial Protection Bureau (Bureau) commenced this
2 civil action on December 11, 2014 against Defendants IrvineWebWorks, Inc. d/b/a
3 Student Loan Processing.US and James Krause to obtain injunctive relief, a civil
4 penalty, and other relief. The Complaint alleges violations of the Telemarketing
5 Sales Rule (TSR), 16 C.F.R. part 310, and sections 1031 and 1036 of the
6 Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a),
7 5536(a)(1), in connection with Defendants' alleged marketing and sale of student
8 loan debt relief services and the charging of advance fees.

9 The Bureau moved for summary judgment against Defendants on December
10 28, 2015. (Docket No. 34). Defendants moved for partial summary judgment on
11 Count I of the Complaint on the same date. (Docket No. 33). On February 5,
12 2016, the Court granted the Bureau's motion for summary judgment on Count I of
13 the Complaint, and granted in part the Bureau's motion for summary judgment on
14 Counts III and V of the Complaint. (Docket No. 59, MSJ Order). The Parties then
15 commenced settlement discussions with the assigned Magistrate Judge.

16 The Parties, by and through their respective counsel, now jointly request that
17 the Court enter this Stipulated Final Judgement and Order (Final Order).

18 **I. FINDINGS**

19 1. The Court has jurisdiction over the Parties and the subject matter of
20 this action.

21 2. The Parties agree to entry of this Final Order, without adjudication of
22 the remaining issues of fact or law pleaded in the Complaint, to settle and resolve
23 all matters in dispute arising from the conduct alleged in the Complaint to the date
24 this Final Order is entered.

25 3. Defendants neither admit nor deny any allegations in Complaint,
26 except as stated in this Final Order. For purposes of this Final Order, Defendants
27 admit the facts necessary to establish the Court's jurisdiction over them and the
28 subject matter of this action.

1 4. Defendants admit that defendant James Krause is a “related person” as
2 defined by the CFPA.

3 5. The Court found that the evidence accepted on summary judgment
4 established that defendant IrvineWebWorks, Inc. d/b/a Student Loan
5 Processing.US’s services are “debt relief services” as defined by the TSR.

6 6. The Court found that the evidence accepted on summary judgment
7 established that Defendants requested and received a fee or consideration that
8 violated 16 C.F.R. § 310.4(a)(5)(i). MSJ Order at 8-13.

9 7. The Court found that the evidence accepted on summary judgment
10 established that Defendants failed to disclose truthfully, in a clear and conspicuous
11 manner, the total costs to purchase, receive, or use their student loan services
12 before a consumer consented to pay for those services as defined by and in
13 violation of 16 C.F.R. § 310.3(a)(1)(i) and the CFPA. MSJ Order at 16-21.

14 8. Defendants waive service under Rule 4(d) of the Federal Rules of
15 Civil Procedure and waive all rights to seek judicial review or otherwise challenge
16 or contest the validity of this Final Order. Defendants also waive any claims that
17 they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412,
18 concerning the prosecution of this action to the date of this Final Order. Each
19 party will bear its own costs and expenses, including, without limitation, attorneys’
20 fees.

21 9. Entry of this Final Order is in the public interest.

22 **II. DEFINITIONS**

23 The following definitions shall apply to this Final Order:

24 10. “Advance Fee” means any fee or consideration requested or received
25 from a consumer, in connection with telemarketing, by an entity, whether directly
26 or indirectly, that occurs before:

- 27 a. That entity has renegotiated, settled, reduced, or otherwise
28 altered the terms of at least one debt pursuant to a settlement

1 agreement, debt management plan, or other such valid
2 contractual agreement executed by the consumer;

3 b. The consumer has made at least one payment pursuant to that
4 settlement agreement, debt management plan, or other valid
5 contractual agreement between the consumer and the creditor or
6 debt collector; and

7 c. To the extent that debts enrolled in a service provided by the
8 entity are renegotiated, settled, reduced, or otherwise altered
9 individually, the fee or consideration either (1) bears the same
10 proportional relationship to the total fee for renegotiating,
11 settling, reducing, or altering the terms of the entire debt
12 balance as the individual debt amount bears to the entire debt
13 amount; or (2) is a percentage of the amount saved as a result of
14 the renegotiation, settlement, reduction, or alteration.

15 11. "Affected Consumer" means any consumer who paid any money to
16 Student Loan Processing.US for Student Loan Services pursuant to any agreement
17 entered into on or before the Effective Date.

18 12. "Debt Relief Service" means any program or service represented,
19 directly or by implication, to renegotiate, settle, or in any way alter the terms of
20 payment or other terms of the debt between a consumer and one or more unsecured
21 creditors or debt collectors, including, but not limited to, a reduction in the balance,
22 interest rate, or fees owed by a consumer to an unsecured creditor, even if such
23 program or service actually involves only the consolidation and/or refinancing of
24 existing debt.

25 13. "Defendants" shall mean Student Loan Processing.US and Krause,
26 individually, collectively, or in any combination.

27 14. "Effective Date" means the date on which the Final Order is entered
28 by the Court.

1 15. "Enforcement Director" means the Assistant Director of the Office of
2 Enforcement for the Consumer Financial Protection Bureau, or his or her delegate.

3 16. "Krause" means James Krause, as well as his successors and assigns.

4 17. "Monthly Maintenance Fee" means any recurring monthly fee
5 charged by Student Loan Processing.US for its Student Loan Services.

6 18. "Related Consumer Action" means a private action by or on behalf of
7 one or more consumers or an enforcement action by another governmental agency
8 brought against one or both Defendants based on substantially the same facts as
9 this matter.

10 19. "Student Loan Processing.US" means IrvineWebWorks, Inc. d/b/a
11 Student Loan Processing.US, as well as its successors and assigns.

12 20. "Student Loan Service" means any program, product, or service
13 marketed, offered, provided, administered, or sold related to student loans.

14 **III. ORDER**

15 **A. CONDUCT PROHIBITIONS AND INJUNCTIVE RELIEF**

16 **IT IS HEREBY ORDERED** as follows:

17 21. Defendants and their officers, agents, directors, and employees,
18 whether acting directly or indirectly, must immediately cease and desist from any
19 violation of the TSR and sections 1031 and 1036 of the CFPA.

20 22. All agreements related to Student Loan Services entered into up to
21 and including the date of the entry of this Final Order between any consumers and
22 Defendants (including any service agreement or power of attorney designation) are
23 rescinded, and shall be null and void effective immediately.

24 23. Defendants and their officers, agents, directors, and employees,
25 whether acting directly or indirectly, shall immediately cease assessing any fees on
26 any consumers pursuant to the agreements described in the preceding Paragraph.

27 24. Within 10 days of the Effective Date, Defendants must provide to the
28 Bureau, via a secure method of transmission, a report containing the following

1 information for each Affected Consumer: (a) the consumer's name, Social
2 Security number, postal address, phone number, and email address; (b) the name of
3 any U.S. Department of Education repayment programs or plans in which the
4 Affected Consumer is enrolled as of the date on which the report is generated; (c)
5 if the Affected Consumer is enrolled in any income-driven repayment or
6 forgiveness plan offered by the U.S. Department of Education, the Affected
7 Consumer's recertification or renewal deadline within the next 12 months; (d) the
8 Affected Consumer's Federal student loan servicer; (e) the address on file for the
9 Affected Consumer with the Affected Consumer's Federal student loan servicer;
10 (f) the date on which the consumer enrolled with Defendants for Student Loan
11 Services; (g) all enrollment fees, monthly maintenance fees, and other fees paid by
12 the consumer to Defendants; and (h) any refunds provided to the consumer
13 (including the amount of each refund, the date of each refund, and the reason for
14 each refund), excluding any refunds provided by the Washington Attorney
15 General's Office and the Massachusetts Attorney General's Office related to
16 Defendant's Student Loan Services.

17 25. Within 30 days of the Effective Date, Defendants shall contact all
18 consumer reporting agencies to which they have supplied or asked to be supplied
19 negative or derogatory information concerning any consumer who enrolled with
20 Student Loan Processing.US, if any, and take all steps necessary to have this
21 negative or derogatory information removed for such consumers.

22 26. Within 45 days of the Effective Date, Defendants shall permanently
23 cease all operations of Student Loan Processing.US, including all operations by
24 which Student Loan Processing.US markets, offers, provides, administers, or sells
25 Student Loan Services. Without limiting the foregoing, during the 45-day time
26 period during which Defendants are undertaking actions to permanently cease
27 operations of Student Loan Processing.US, Defendants shall:
28

- 1 a. Not enroll any new consumers with Student Loan
2 Processing.US. To the extent that any consumer submits
3 paperwork or other documentation seeking to enroll with
4 Student Loan Processing.US, Defendants shall promptly return
5 that paperwork and documentation and notify the consumer that
6 Student Loan Processing.US is ceasing operations;
- 7 b. For any Affected Consumer enrolled in any income-driven
8 repayment or forgiveness plan offered by the U.S. Department
9 of Education whose annual recertification or renewal deadline
10 occurs within the 30-day time period following the Effective
11 Date, prepare, process, and mail any paperwork required for the
12 Affected Consumer to maintain enrollment in the plan; and
- 13 c. Send or make any routine reminders or notifications to Affected
14 Consumers regarding recertification or renewal deadlines for
15 income-driven repayment or forgiveness plans offered by the
16 U.S. Department of Education that Defendants would otherwise
17 send or make during the 30-day time period following the
18 Effective Date.

- 19 27. Nothing in Paragraph 26 shall limit or affect Defendants' ability to:
 - 20 a. Comply with any provision of this Final Order;
 - 21 b. Send to each Affected Consumer who requests it, and to the
22 extent not already done, via a secured method of electronic
23 transmission or via postal mail, copies of all paperwork filed on
24 the consumer's behalf with the U.S. Department of Education
25 or the consumer's student loan servicer; or
 - 26 c. Forward to any Affected Consumer any mail addressed to any
27 Affected Consumer that is received by Defendants.

1 28. Except to the extent provided in Paragraphs 26 and 27, Defendants,
2 whether acting directly or indirectly, are permanently restrained and enjoined from:

- 3 a. Advertising, marketing, promoting, offering for sale, selling, or
4 providing any Debt Relief Service or Student Loan Service;
5 b. Assisting any person advertising, marketing, promoting,
6 offering for sale, selling, or providing any Debt Relief Service
7 or Student Loan Service; or
8 c. Receiving any remuneration or other consideration from,
9 holding any ownership interest in, providing services to, or
10 working in any capacity for any person engaged in or assisting
11 in advertising, marketing, promoting, offering for sale, selling,
12 or providing any Debt Relief Service or Student Loan Service.

13 29. Within 30 days of the Effective Date, Defendants will cause the
14 written notice concerning this Final Order attached hereto as Exhibit A to be sent
15 to all Affected Consumers by first class postal mail, address correction service
16 requested. No other materials shall be transmitted with the notice.

17 **B. MONETARY PROVISIONS**

18 **IT IS FURTHER ORDERED** that:

19 30. A judgment for equitable monetary relief and damages is entered in
20 favor of the Bureau and against the Defendants, in the amount of \$8,249,548.48,
21 for the purpose of providing redress to Affected Consumers; however, full
22 payment of this judgment will be suspended upon satisfaction of the obligations in
23 Paragraph 31 of this Section and Paragraph 40 of Section D, and subject to Section
24 C of this Final Order.

25 31. Within 10 days of the Effective Date, Defendants must pay to the
26 Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to
27 the Bureau's wiring instructions, \$326,000, toward satisfaction of the judgment
28 ordered in Paragraph 30.

1 32. With regard to any money that Defendants pay under this Section, if
2 Defendants receive, directly or indirectly, any reimbursement or indemnification
3 from any source, including but not limited to payment made under any insurance
4 policy, or if Defendants secure a tax deduction or tax credit with regard to any
5 federal, state, or local tax in respect of any money that Defendants pay under this
6 Section (Additional Payment), Defendants must: (a) immediately notify the
7 Bureau's Enforcement Director in writing, and (b) within 10 days of receiving the
8 Additional Payment, Defendants must transfer to the Bureau the full amount of
9 such Additional Payment to the Bureau or to the Bureau's agent according to the
10 Bureau's wiring instructions. After the Bureau receives the Additional Payment,
11 that payment will be applied toward the judgment entered in Paragraph 30, and the
12 amount of the suspended judgment referenced in Paragraph 30 will be reduced by
13 the amount of the Additional Payment.

14 33. Any funds received by the Bureau in satisfaction of this judgment will
15 be deposited into a fund or funds administered by the Bureau or the Bureau's agent
16 according to applicable statutes and regulations to be used for redress for Affected
17 Consumers, including, but not limited to, refund of moneys, restitution, damages,
18 or other monetary relief, and for any attendant expenses for the administration of
19 any such redress.

20 34. If the Bureau determines, in its sole discretion, that redress to
21 consumers is wholly or partially impracticable or if funds remain after redress is
22 completed, the Bureau will deposit any remaining funds in the U.S. Treasury as
23 disgorgement. Defendants will have no right to challenge any actions that the
24 Bureau or its representatives may take under this Section.

25 35. Payment of redress to any Affected Consumer under this Final Order
26 may not be conditioned on that Affected Consumer waiving any right.

27 **C. EFFECT OF MISREPRESENTATION OR OMISSION**
28 **REGARDING FINANCIAL CONDITION**

1 **IT IS FURTHER ORDERED** that:

2 36. The Bureau's agreement to entry of this Final Order is expressly
3 premised on the truthfulness, accuracy, and completeness of the forms titled
4 "Consumer Financial Protection Bureau: Financial Statement of Individual
5 Defendant," "Consumer Financial Protection Bureau: Financial Statement of
6 Corporate Defendant," and supporting documents submitted to the Bureau on or
7 about March 1, 2016 and March 2, 2016 (collectively, Financial Statements),
8 which Defendants certified under penalty of perjury.

9 37. If the Bureau in its sole discretion determines that Defendants have
10 failed to disclose any material asset or that any of its Financial Statements contain
11 any material misrepresentation or omission, including materially misstating the
12 value of any asset, then the suspension of the monetary judgment entered in
13 Section B will be terminated, and the Bureau can seek to enforce in any
14 appropriate Federal district court as immediately due and payable the full judgment
15 entered in Section B of this Final Order, \$8,249,548.48, less any amounts paid
16 under Section B of the Final Order.

17 38. After the reinstatement of the monetary judgment under this Section,
18 the Bureau will be entitled to interest on the judgment, computed from the date of
19 entry of this Final Order, at the rate prescribed by 28 U.S.C. § 1961, as amended,
20 on any outstanding amounts not paid.

21 **D. CIVIL MONEY PENALTY**

22 **IT IS FURTHER ORDERED** that:

23 39. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason
24 of the violations of law described in the Complaint and continuing to the entry of
25 this Final Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3),
26 Defendants must pay a civil money penalty of at least \$1 to the Bureau, but no
27 more than \$1 plus any amount due under Paragraph 42 of this Section.
28

1 40. Within 10 days of the Effective Date, Defendants must pay \$1 of the
2 civil money penalty referred to in Paragraph 39 by wire transfer to the Bureau or
3 the Bureau's agent in compliance with the Bureau's wiring instructions.

4 41. Defendants must set aside \$129,000 for use only to pay reasonable
5 expenses to permanently cease operations of Student Loan Processing.US as set
6 forth in Paragraph 26. Defendants must provide to the Bureau a detailed
7 accounting of how such funds were used within 7 days after operations of Student
8 Loan Processing.US are ceased, and again after existing rent obligations for
9 Student Loan Processing.US are satisfied. If Defendants do not incur reasonable
10 expenses amounting to the full \$129,000 to permanently cease operations and to
11 satisfy the existing rent obligations of Student Loan Processing.US, the remaining
12 balance must be paid to the Bureau as a civil money penalty in addition to the \$1
13 required under Paragraph 40. In addition, if the Bureau makes a determination that
14 any portion of the \$129,000 was not expended in a reasonable manner, the Bureau
15 shall be entitled to demand payment of that portion of the \$129,000 as a civil
16 money penalty in addition to the \$1 required under Paragraph 40.

17 42. Within 10 days after the Bureau has indicated that it has completed its
18 review of the accounting specified in Paragraph 41, Defendants must pay any
19 unused portion of the \$129,000 that was set aside to cease operations, as well as
20 any amounts determined not to have been expended in a reasonable manner, by
21 wire transfer to the Bureau or the Bureau's agent in compliance with the Bureau's
22 wiring instructions.

23 43. The civil money penalty paid under this Order will be deposited in the
24 Civil Penalty Fund of the Bureau as required by Section 1017(d) of the CFPB, 12
25 U.S.C. § 5497(d).

26 44. Defendants must treat the civil money penalty paid under this Order
27 as a penalty paid to the government for all purposes. Regardless of how the Bureau
28 ultimately uses those funds, Defendants may not:

- 1 a. Claim, assert, or apply for a tax deduction, tax credit, or any
- 2 other tax benefit for any civil money penalty paid under this
- 3 Order.
- 4 b. Seek or accept, directly or indirectly, reimbursement or
- 5 indemnification from any source, including but not limited to
- 6 payment made under any insurance policy, with regard to any
- 7 civil money penalty paid under this Order.

8 45. To preserve the deterrent effect of the civil money penalty in any
9 Related Consumer Action, Defendants may not argue that Defendants are entitled
10 to, nor may Defendants benefit by, any offset or reduction of any monetary
11 remedies imposed in the Related Consumer Action because of the civil money
12 penalty paid in this action or because of any payment that the Bureau makes from
13 the Civil Penalty Fund (Penalty Offset). If the court in any Related Consumer
14 Action grants such a Penalty Offset, Defendants must, within 30 calendar days
15 after entry of a final order granting the Penalty Offset, notify the Bureau, and pay
16 the amount of the Penalty Offset to the U.S. Treasury. Such a payment will not be
17 considered an additional civil money penalty and will not change the amount of the
18 civil money penalty imposed in this action.

19 46. The facts alleged in the Complaint establish all elements necessary to
20 sustain an action by the Bureau under Section 523(a)(2)(A) of the Bankruptcy
21 Code, 11 U.S.C. § 523(a)(2)(A). For such purposes, this Order will have collateral
22 estoppel effect against Krause, even in Krause's capacity as debtor-in-possession.

23 47. The civil penalty imposed by the Order represents a civil penalty
24 owed to the United States Government, is not compensation for actual pecuniary
25 loss, and thus, as to Krause, is not subject to discharge under the Bankruptcy Code
26 under 11 U.S.C. § 523(a)(7).

27 **E. OTHER MONETARY PROVISIONS**

28 **IT IS FURTHER ORDERED** that:

1 48. In the event of any default on Defendants' obligations to make
2 payment under this Final Order, interest, computed under 28 U.S.C. § 1961, as
3 amended, will accrue on any outstanding amounts not paid from the date of default
4 to the date of payment, and will immediately become due and payable.

5 49. Defendants must relinquish all dominion, control, and title to the
6 funds paid under this Final Order to the fullest extent permitted by law, and no part
7 of the funds may be returned to Defendants.

8 50. Under 31 U.S.C. § 7701, Defendants, unless they already have done
9 so, must furnish to the Bureau their taxpayer identifying numbers, which may be
10 used for purposes of collecting and reporting on any delinquent amount arising out
11 of this Final Order.

12 51. Under Section 604(a)(I) of the Fair Credit Reporting Act, 15 U.S.C. §
13 1681 b(a)(1), any consumer reporting agency may furnish a consumer report
14 concerning any Defendant to the Bureau, which may be used for purposes of
15 collecting and reporting on any delinquent amount arising out of this Order.

16 52. Within 30 days of the entry of a final judgment, consent order, or
17 settlement in a Related Consumer Action, Defendants must notify the Bureau of
18 the final judgment, consent order, or settlement in writing. That notification must
19 indicate the amount of redress, if any, that Defendants paid or are required to pay
20 to consumers and describe the consumers or classes of consumers to whom that
21 redress has been or will be paid.

22 **F. REPORTING REQUIREMENTS**

23 **IT IS FURTHER ORDERED** that:

24 53. Each Defendant must notify the Bureau of any development that may
25 affect compliance obligations arising under this Final Order, including but not
26 limited to, the creation or dissolution of a subsidiary, parent, or affiliate that
27 engages in any acts or practices subject to this Final Order; the filing of any
28 bankruptcy or insolvency proceeding by or against Defendants; or a change in

1 Defendants' names or addresses. Each Defendant must provide this notice, if
2 practicable, at least 30 calendar days before the development but in any case no
3 later than 14 days after the development.

4 54. Within 10 days of the Effective Date, each Defendant must:

- 5 a. Designate at least one telephone number and email, physical,
6 and postal address as points of contact, which the Bureau may
7 use to communicate with each Defendant;
- 8 b. Identify all businesses for which each Defendant is the majority
9 owner, or that each Defendant directly or indirectly controls, by
10 all of their names, telephone numbers, and physical, postal,
11 email, and Internet addresses;
- 12 c. Describe the activities of each such business, including the
13 products and services offered, and the means of advertising,
14 marketing, and sales;
- 15 d. Identify Krause's telephone numbers and all email, Internet,
16 physical, and postal addresses, including all residences; and
- 17 e. Describe in detail Krause's involvement in any business for
18 which he performs services in any capacity or which he wholly
19 or partially owns, including Krause's title, role, responsibilities,
20 participation, authority, control, and ownership.

21 55. Each Defendant must report any change in the information required to
22 be submitted under this Section at least 30 calendar days before the change or as
23 soon as practicable after the learning about the change, whichever is sooner.

24 **G. ORDER DISTRIBUTION AND ACKNOWLEDGEMENT**

25 **IT IS FURTHER ORDERED** that:

26 56. Within 10 days of the Effective Date, Student Loan Processing.US
27 and Krause, for any business for which either/both is the majority owner or which
28 either/both directly or indirectly controls, must deliver a copy of this Final Order to

1 each of its executive officers, as well as to any managers, employees, service
2 providers, or other agents and representatives who have responsibilities related to
3 the subject matter of this Final Order.

4 57. Defendants must secure a signed and dated statement acknowledging
5 receipt of a copy of this Final Order, ensuring that any electronic signatures
6 comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within
7 30 days of delivery, from all persons receiving a copy of this Final Order under
8 this Section.

9 **H. RECORDKEEPING**

10 **IT IS FURTHER ORDERED** that:

11 58. Defendants must retain, for at least 5 years from the Effective Date,
12 the following business records:

- 13 a. All documents and records necessary to demonstrate full
14 compliance with each provision of this Final Order, including
15 all submissions to the Bureau;
- 16 b. Copies of all sale scripts, training materials, advertisements;
17 websites, and other marketing materials related to Defendants'
18 Student Loan Services;
- 19 c. Records showing, for each individual Affected Consumer who
20 enrolled in Defendants' Student Loan Services: the consumer's
21 name, address, phone number, email address, amount paid,
22 quantity of Student Loan Services purchased, description of the
23 Student Loan Services purchased, the date on which the Student
24 Loan Services were purchased, and if applicable, the date and
25 reason consumer left the program;
- 26 d. For Defendants' Student Loan Services, accounting records
27 showing the gross and net revenues generated by the Student
28 Loan Services;

- 1 e. All consumer complaints and refund requests related to
2 Defendants' Student Loan Services and any responses to those
3 complaints or requests; and
4 f. Records showing, for each employee who provided services
5 related to Defendants' Student Loan Services: the employee's
6 name; telephone number; email, physical, and postal address;
7 job title or position; dates of service; and, if applicable, the
8 reason for termination.

9 59. Defendant must make the documents identified in this Section
10 available to the Bureau upon the Bureau's request. Retention of the documents
11 may be in an electronic form.

12 60. Defendants must not sell or transfer the documents identified in this
13 Section to any other person or entity, except that nothing in this Paragraph shall
14 prohibit or limit Defendants from supplying this information in response to a court
15 order or request from a local, state, or federal government entity. Defendants must
16 also not use the documents identified in this Section for any purpose other than for
17 compliance with this Final Order.

18 **I. COOPERATION WITH THE BUREAU**

19 61. Defendants must cooperate fully to help the Bureau determine the
20 identity and location of, and the amount of injury sustained by, each Affected
21 Consumer. Defendants must provide such information in its or its agents'
22 possession or control within 14 days of receiving a written request from the
23 Bureau.

24 62. Defendants must cooperate fully with the Bureau in this matter and in
25 any investigation related to or associated with the conduct described in the
26 Complaint. Defendants must provide truthful and complete information, evidence,
27 and testimony. Defendants must appear for interviews, discovery, hearings, trials,
28 and any other proceedings that the Bureau may reasonably request upon 10 days

1 written notice, or other reasonable notice, at such places and times as the Bureau
2 may designate, without the service of compulsory process.

3 **J. COMPLIANCE MONITORING**

4 **IT IS FURTHER ORDERED** that, to monitor Defendants' compliance
5 with this Final Order:

6 63. Within 14 days of receipt of a written request from the Bureau, unless
7 the Bureau grants a further extension of time, each Defendant must submit
8 additional compliance reports or other requested information, which must be made
9 under penalty of perjury; provide sworn testimony; and produce documents.

10 64. For matters concerning this Final Order, the Bureau is authorized by
11 this Final Order to communicate directly with each Defendant, including Krause,
12 unless Defendant has retained counsel related to these communications.

13 65. Nothing in this Final Order limits the Bureau's lawful use of civil
14 investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

15 **K. NOTICES**

16 **IT IS FURTHER ORDERED:**

17 66. Unless otherwise directed in writing by the Bureau, Defendants must
18 provide all submissions, requests, communications, or other documents relating to
19 this Final Order in writing, with the subject line, *CFPB v. IrvineWebWorks, Inc.*
20 *d/b/a Student Loan Processing.US*, Case No. 8:14-cv-1967 (C.D. Cal.), and send
21 them either:

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

23 Assistant Deputy Enforcement Director

24 Consumer Financial Protection Bureau

25 ATTENTION: Office of Enforcement

26 1625 Eye Street, N.W.

27 Washington D.C. 20006; or

28

1 b. By first-class mail to the below address and contemporaneously
2 by email to Enforcement_Compliance@cfpb.gov:

3 Assistant Deputy Enforcement Director

4 Consumer Financial Protection Bureau

5 ATTENTION: Office of Enforcement

6 1700 G Street, N.W.

7 Washington D.C. 20552

8 **L. RETENTION OF JURISDICTION**

9 **IT IS FURTHER ORDERED** that:

10 67. This Court retains jurisdiction of this matter for purposes of
11 construction, modification, and enforcement of this Final Order.

12
13 **IT IS SO ORDERED.**

14 Dated this ____ day of _____, 2016.

15
16
17 _____
18 United States District Judge
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Exhibit A

March [date], 2016

IMPORTANT NOTICE TO STUDENT LOAN PROCESSING.US CUSTOMERS

On December 11, 2014, the Consumer Financial Protection Bureau (Bureau) – a federal government agency headquartered in Washington, D.C. – filed a lawsuit against IrvineWebWorks, Inc. d/b/a Student Loan Processing.US (SLP) and SLP's president and owner, James Krause. In that lawsuit, the Bureau alleged that SLP and Krause charged consumers illegal upfront fees, deceived consumers about the costs of their services, and falsely represented an affiliation with the U.S. Department of Education, in violation of federal consumer financial laws. On [Insert Date], 2016, SLP and the Bureau reached a settlement and jointly asked the Court to enter a Final Order by which SLP is to permanently shut down, provide the Bureau with funds for partial refunds to consumers, and pay a fine. The Court entered that Final Order on [Insert Date].

RELIEF FOR CUSTOMERS OF STUDENT LOAN PROCESSING.US:

You will likely receive a refund of at least some of the fees you paid to SLP, unless you have already received a full refund. The Bureau will contact you when there is further information to share regarding the availability, status, and amount of refunds. In addition, any contract you entered with SLP is now cancelled, and SLP will no longer be charging you a monthly fee.

Since SLP is shutting down all of its operation by [Insert Date], SLP will no longer provide any services related to your federal student loan after that date. Therefore, after [Insert Date] SLP will no longer assist you with the annual recertification requirements to maintain your enrollment in U.S. Department of Education repayment programs. If you are (or may be) enrolled in an income-driven repayment plan for your federal student loans, this settlement **will not** cause your monthly payment to increase, as long as you comply with the terms of enrollment. Income-driven repayment plans are available for free to student loan borrowers under federal law.

We urge you to read this letter carefully, and to **immediately** follow the steps outlined below.

WHAT YOU NEED TO DO IN RESPONSE TO THIS NOTICE:

- **First**, contact your federal student loan servicer – SLP is not your servicer – to ensure that the address, email, and phone number on file with your servicer is correct. This will ensure communications regarding your federal student loans come directly to you, rather than to SLP, and will ensure that you do not miss important information about your loans. If you do not know your federal student loan servicer, please contact the U.S. Department of Education at 800.4.FEDAID (800.433.3243) to get that information.
- **Second**, if you are (or may be) enrolled in an income-driven repayment plan for your federal student loans, you need to recertify your income and family size annually to remain enrolled in the plan. Please call your federal student loan servicer and confirm (a) whether you are enrolled in an income-driven repayment program, and (b) if so, the date by which you must recertify your income and family size to remain enrolled. Your servicer can tell you how to recertify on www.studentloans.gov.

If you have any questions about this letter, the lawsuit, or the Final Order, please contact the Bureau at students@cfpb.gov.

FREQUENTLY ASKED QUESTIONS

1. Wasn't SLP my servicer? Who is my federal student loan servicer?

SLP is not a loan servicer and has no affiliation with the U.S. Department of Education. Any payments you made to SLP were not payments towards your federal student loan, but were fees kept by SLP. If you have questions about your payment history, you should contact your servicer directly.

Your student loan servicer is a company that contracts with the U.S. Department of Education and handles the billing and other services on your federal student loan, including loans for the William D. Ford Federal Direct Loan Program and for some older loans made by private lenders and guaranteed by the Department of Education (known as Federal Family Education Loans or FFEL). U.S. Department of Education loan servicers include companies such as Navient, Nelnet, MOHELA, Great Lakes Educational Loan Services, Inc., and FedLoan Servicing (PHEAA).

If you do not know your federal student loan servicer, please contact the U.S. Department of Education at 800.4.FEDAID (800.433.3243) to get that information.

2. What happens to the Service Agreement I executed with SLP?

Your Service Agreement and any other contracts that you signed with SLP (including the Limited Power of Attorney and Permission Letter) are now cancelled. You will no longer be charged any fee by SLP, including the monthly fee of at least \$39 per month. SLP will continue to prepare, process, and mail to the U.S. Department of Education any paperwork necessary to maintain enrollment in repayment programs only until [Insert Date], and otherwise will no longer be providing any services.

3. Will I receive a refund of any of the fees that I paid to SLP?

Unless you have already received a full refund, you will likely receive a refund of at least some of the fees you paid to SLP. At this time we cannot determine the exact amount of the refund, nor can we provide the precise date when you will receive that refund. The Bureau will contact you when there is further information to share regarding the availability, status, and amount of refunds.

4. Do I need to do anything in response to this notice?

You should contact your federal student loan servicer to update the contact information you have on file with your servicer. You may also need to recertify your income and family size to remain enrolled in certain federal student loan repayment plans, including income-driven repayment plans. We encourage you to contact your servicer as soon as possible for more information and to ensure that you are enrolled in the repayment plan that's best for your individual circumstances.

If you have any questions about your federal student loan and the repayment options that may be available to you, ask your federal student loan servicer or consult StudentAid.gov/repay, a U.S. Department of Education website. Please be aware that there are numerous free services to help you understand the terms, conditions, and options regarding your federal student loans.