

UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU

ADMINISTRATIVE PROCEEDING

File No. 2014-CFPB-0010

In the Matter of:

Amerisave Mortgage Corporation;
Novo Appraisal Management Corp.;
and Patrick Markert.

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) has reviewed certain practices of Amerisave Mortgage Corporation, Novo Appraisal Management Corporation, and Patrick Markert (Respondents, as defined below) and has identified violations of: (1) Section 1031 and 1036 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531 and 5536; (2) Section 8 of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2607, and its implementing regulation, Regulation X, 12 C.F.R. part 1024 (collectively, RESPA); (3) the Truth in Lending Act, 15 U.S.C. § 1601 *et seq.*, and its implementing regulation, Regulation Z, 12 C.F.R. part 1026 (collectively, TILA), and (4) the Mortgage Acts and Practices Rule (MAP Rule), Section 626 of the Omnibus Appropriations Act, 2009 (P.L. 111-8) and its implementing regulation, 12 C.F.R. part 1014. The Bureau issues this Consent Order under sections 1053 and 1055 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5563, 5565.

I. Jurisdiction

1. The Bureau has jurisdiction over this matter under Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, Section 8(d) of RESPA, 12 U.S.C. § 2607(d), Section 108 of TILA, 12 U.S.C. § 1607, and the Omnibus Appropriations Act of 2009, 12 U.S.C. § 5538.

II. Stipulation

2. Respondents have executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated August 5, 2014 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondents have 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, without admitting or denying any of the findings of fact or conclusions of law, except that Respondents admit that the Bureau has jurisdiction over Respondents and the subject matter of this action.

III. Definitions

3. The following definitions shall apply to this Consent Order:
- a. “Affected Consumer” means a consumer within one of the described classes of consumers eligible for restitution, set out in Section VIII.
 - b. “Amerisave” shall mean Amerisave Mortgage Corporation.
 - c. “Corporate Respondents” shall mean Amerisave Mortgage Corporation, Novo Appraisal Management Corporation, and their successors and assigns.
 - d. “Effective Date” shall mean the date on which the Consent Order is entered.
 - e. “Enforcement Director” shall mean the Assistant Director of the

Office of Enforcement for the Consumer Financial Protection Bureau,
or his delegee.

- f. "Executive Management" shall mean Corporate Respondents' chief executive officer, president, and senior management.
- g. "Individual Respondent" shall mean Patrick Markert, and his successors and assigns.
- h. "Markert" shall mean Patrick Markert.
- i. "Novo" shall mean Novo Appraisal Management Corporation.
- j. "Related Consumer Action" shall mean a private action by or on behalf of one or more consumers or an enforcement action by another governmental entity, brought against Respondent based on substantially the same facts as set forth in Section IV of this Order.
- k. "Respondents" shall mean all Corporate Respondents and the Individual Respondent, individually, collectively, or in any combination.

IV. The Bureau's Findings and Conclusions

The Bureau finds the following:

4. Amerisave is a mortgage lender that operates primarily online through its website at www.Amerisave.com. Amerisave's website is designed to quote mortgage rates to consumers, allow consumers to input their personal information, and facilitate the loan application and mortgage origination process. Amerisave's loan officers are available to consumers by phone or through email to help guide them through the various steps on Amerisave's website.

5. Amerisave also advertises its mortgage products online by listing specific

mortgage rates in rate tables publicized through the website of an unrelated third-party company (“Rate Publisher”) that compiles rate quotes and other information of mortgage lenders who use its service, which is aimed at allowing consumers to compare available rates from various lenders in the consumer’s specific location. The Rate Publisher’s website also allows a consumer to enter personal information in order to generate an individualized rate quote, which the Rate Publisher displays for several different lenders. The consumer may click on one of those lenders, which then takes the person to that lender’s website.

6. Amerisave also runs display ads, which generically advertise available rates, on a number of independent websites.

7. Amerisave’s CEO, Markert, has an indirect beneficial ownership interest in both Amerisave and Novo through trusts for himself and members of his family. Since January 2011, Amerisave has generally required its customers to use Novo for their home appraisal services, referring more than 99% of its appraisal business to Novo.

8. Amerisave is a “covered person” as that term is defined by 12 U.S.C. § 5481(6). The residential mortgage loans made by Amerisave are “consumer financial products or services” under the CFPA. 12 U.S.C. §§ 5481(5)(A), (15)(A)(i).

9. Respondent Novo is a “covered person” as that term is defined by 12 U.S.C. § 5481(6). Novo is Amerisave’s affiliate and provides appraisal management services throughout the United States. Appraisal management services are “consumer financial products or services” under the CFPA. 12 U.S.C. §§ 5481(5)(A), (15)(a)(ii). Novo is also a “covered person,” as a “related person” to Amerisave. 12 U.S.C. §§ 5481(25)(C)(iii)(I).

10. Respondent Markert is a “related person” to both Amerisave and Novo, as defined by 12 U.S.C. § 5481(25)(C)(i)-(ii). He has managerial responsibility for Amerisave, and has materially participated in the conduct of the affairs of both Amerisave and Novo. Because Markert is a “related person,” he is deemed a “covered person” for purposes of the CFPA. 12 U.S.C. § 5481(25)(B).

**Findings and Conclusions Related to
Amerisave’s and Markert’s Deceptive Mortgage Ads.**

11. The Consumer Financial Protection Act (CFPA) provides, in relevant part, that covered persons and service providers may not “engage in any unfair, deceptive, or abusive act or practice.” 12 U.S.C. § 5536(a)(1)(B).

12. Markert is Amerisave’s chief executive officer and beneficial owner. He directly participated in setting the rates and terms Amerisave advertised in the Rate Publisher’s tables and in Amerisave’s banner ads. He also had overall managerial responsibility for Amerisave’s pricing, business relationships, and marketing practices. Markert is therefore a related person under 12 U.S.C. § 5481(25)(C)(i) & (ii).

13. Because Markert is a related person, he is also a covered person under the CFPA. 12 U.S.C. § 5481(25)(B).

14. The Mortgage Acts and Practices Rule (MAP Rule), 12 C.F.R. § 1014.3, provides, in relevant part:

It is a violation of this part for any person to make any material misrepresentation, expressly or by implication, in any commercial communication, regarding any term of any mortgage credit product, including but not limited to misrepresentations about: (a) The interest charged for the mortgage credit product . . . (b) The annual percentage rate, simple annual rate, periodic rate, or any other rate; (c) The existence, nature, or amount of fees or costs to the consumer associated with the mortgage credit product

. . .

The MAP Rule became effective on August 19, 2011.

Inaccurate Rates on the Rate Publisher's Tables

15. In using the Rate Publisher's service, Amerisave periodically sends mortgage interest rate information to the Rate Publisher, which the Rate Publisher includes on its published rate tables.

16. From mid-2011 until May 2013, a systemic problem caused Amerisave to list lower mortgage rates than it was willing to honor on the Rate Publisher's rate tables for "jumbo conforming" loans. Amerisave knew that its advertised rates for its jumbo conforming products were inaccurate.

17. In addition, Amerisave supplied mortgage rates for other mortgage products to the Rate Publisher that were not likely to be locked by the majority of its customers. Amerisave allowed such rates to be listed on the Rate Publisher's mortgage tables.

18. Amerisave also failed to perform any systematic due diligence or quality control to check the accuracy of its listed rates, including its rates for both jumbo conforming loans and other loan products.

19. The Rate Publisher received periodic complaints from consumers about the inaccuracy of Amerisave rates published on its website. The Rate Publisher forwarded these complaints to Amerisave, as well as directly to Markert.

20. The Rate Publisher conducts occasional mystery shops to audit the accuracy of the rates advertised by lenders on its rate tables. Amerisave failed at least five such mystery shops from 2011 through February 2013.

Inaccurate Rates in Amerisave Display Ads

21. The rates Amerisave advertised in its display ads published on third-party websites were based on a sample consumer profile that included an 800 credit

score, although the majority of Amerisave consumers have credit scores below 800. Amerisave's reliance on an 800 credit score was not adequately disclosed in the display ads, despite the fact that Amerisave charged consumers more if they had credit scores below 800.

22. Amerisave's advertised rates in its display ads were also frequently dependent on the prospective borrower paying discount points, sometimes as high as \$10,000. But, except as a component of APR, Amerisave did not disclose the fact that discount points had been used to reduce the rates in its ads.

23. Very few consumers locked a rate or APR that was equal to or lower than those Amerisave claimed to offer in its contemporaneous display ads.

24. From at least January 1, 2011 through at least May 2013, Amerisave advertised mortgage rates, both in display ads and on the Rate Publisher's mortgage tables, which misled or were likely to mislead certain consumers.

25. Amerisave made substantial profits from loans made to these consumers.

26. Consumers viewing these Amerisave ads reasonably interpreted them as reflecting mortgage rates customarily made available to consumers by Amerisave.

27. The actual rates made available by Amerisave to most consumers resulted in substantially higher consumer costs for interest and fees than what Amerisave represented in its advertisements.

28. Amerisave's advertised rates therefore were materially inaccurate for most of its customers.

29. Amerisave and Markert therefore violated the CFPB's prohibition of deceptive practices and the MAP Rule.

**Findings and Conclusions Related to
Amerisave's and Markert's Deceptive Mortgage Quotes.**

30. From at least January 1, 2010 until on or about October 28, 2013, consumers who clicked through to Amerisave's own website from a display ad or mortgage table on a third-party website landed on Amerisave's homepage. Amerisave's homepage then directed consumers to a set of quotes based on their individualized circumstances (county, state, loan amount, property value), except that the quotes were based on an 800 credit score, which was not disclosed or changeable on Amerisave's homepage.

31. Consumers with credit scores below 800 (the majority of Amerisave consumers) typically received less favorable loan terms, other factors being constant, than those received by consumers with credit scores above 800.

32. From at least January 1, 2010 to on or about October 28, 2013, Amerisave allowed consumers to receive personalized "Mortgage Rate Quotes" by entering their loan amount, property value, state, county, and loan type on the Amerisave homepage. Amerisave disclosed the other factors the quote was based on, including an 800 FICO score, in a side bar next to the generated quotes, but only on the following page. On the following page, after the initial quote was generated, the consumer was provided the option of changing the FICO score or other loan factors in the side bar in order to generate a new quote.

33. Due to the design of Amerisave's website and mortgage loan application process, many consumers with credit scores below 800 did not receive any additional quotes from Amerisave before beginning an Amerisave mortgage application.

34. Amerisave's homepage generated inaccurate personalized quotes for consumers with credit scores below 800.

35. The actual rates typically made available by Amerisave to consumers with a credit score under 800 resulted in higher consumer costs for interest and fees than what Amerisave represented in the personalized mortgage quotes presented to such consumers on Amerisave's homepage. This problem affected thousands of consumers and allowed Amerisave to realize substantial profits from loans made to those consumers.

36. Amerisave's undisclosed 800 credit score mortgage quote therefore violated the CFPB's prohibition of deceptive practices and the MAP Rule.

Findings and Conclusions Related to Amerisave Imposing Fees from Novo Before Giving Consumers a Good Faith Estimate.

37. Mortgage lenders must provide mortgage loan applicants with a Good Faith Estimate (GFE), which is a disclosure document designed to help consumers compare different lenders' rates and terms, and shop around before committing to a specific company.

38. From on or about January 2009 to on or about July 2009, Amerisave charged consumers an application fee of \$35 before giving them a GFE.

39. From on or about July 2009 to on or about May 2011, Amerisave charged consumers \$35 as a credit report deposit fee before giving them a GFE.

40. During this same period, individual credit reports cost Amerisave approximately \$7.50 and joint credit reports cost Amerisave approximately \$12. After on or about May 2011, Amerisave only charged consumers its actual cost for credit reports.

41. After Amerisave pulled the consumer's credit report, Amerisave displayed another set of interest rates to consumers, prompting them to choose a rate and closing costs option to lock. Prior to April 2012, after consumers chose a rate, but

before Amerisave gave the consumer a GFE, Amerisave required each loan applicant to schedule an appraisal and provide credit or debit card information to authorize a charge between \$375 and \$500 for the appraisals.

42. For at least some credit card accounts, Amerisave's authorization hold reduced the consumer's amount of available credit. For at least some debit card accounts, Amerisave's authorization hold froze those funds in the consumer's checking or savings account. Although such authorization holds eventually dropped off of a consumer's account, they could have lasted up to 30 days.

43. Amerisave did not permit consumers to defer scheduling and providing credit/debit card information for an appraisal until after seeing a GFE. A consumer could not obtain a GFE from Amerisave without first scheduling an appraisal and providing credit card authorization information.

44. After scheduling and authorizing payment for the appraisal, if the consumer canceled within 24 hours of the scheduled appraisal time, the consumer could have been subject to a cancellation fee of 50% of the total appraisal cost. Amerisave encouraged consumers to schedule the appraisal as soon as possible, many times within 24 hours of providing payment information. Amerisave did not disclose the potential cancellation fee to consumers on the page that required them to schedule and provide payment information for the appraisal.

45. By requiring the consumer to schedule and provide payment information for an appraisal generally costing from \$375 to \$500 before providing the consumer with a GFE, Amerisave made it less likely that consumers would compare Amerisave's rates and terms with those of other potential lenders.

46. The Real Estate Settlement Procedures Act's (RESPA) Regulation X (12

C.F.R. 1024.7(a)(4)) provides, in relevant part:

The lender is not permitted to charge, as a condition for providing a GFE, any fee for an appraisal, inspection, or other similar settlement service. The lender may, at its option, charge a fee limited to the cost of a credit report. The lender may not charge additional fees until after the applicant has received the GFE and indicated an intention to proceed with the loan covered by that GFE.

47. The Truth in Lending Act's (TILA) Regulation Z (12 C.F.R. §

1026.19(a)(1)(ii)) provides, in relevant part:

Imposition of fees. Except as provided in paragraph (a)(1)(iii) of this section, neither a creditor nor any other person may impose a fee on a consumer in connection with the consumer's application for a mortgage transaction subject to paragraph (a)(1)(i) of this section before the consumer has received the disclosures required by paragraph (a)(1)(i) of this section.

48. From at least January 2009 to May 2011, Amerisave charged and imposed upon consumers a \$35 fee at the outset of a mortgage application, before Amerisave provided them with a GFE. This \$35 fee was a not bona fide and reasonable fee for obtaining a credit report.

49. Amerisave required consumers to schedule an appraisal and authorize \$375 or more in credit or debit card charges before giving them a GFE and before receiving indication that a consumer intended to proceed with an Amerisave loan covered by the GFE. Amerisave charged millions of dollars in appraisal fees to thousands of consumers who ultimately did not close a loan with Amerisave.

50. Amerisave thus charged and imposed fees of more than the actual cost of a credit report before giving consumers a GFE and before receiving indication that a consumer intended to proceed with an Amerisave loan.

51. By marking up the cost of credit reports and requiring appraisal fee credit or debit card authorizations before giving consumers their first GFE and

receiving an indication of the consumer's intention to proceed with a loan covered by the GFE, Amerisave violated RESPA, Regulation X and TILA, Regulation Z.

52. Novo occasionally charged Amerisave a cancellation fee of 50% of the appraisal's cost when the appraiser charged Novo for the cost of the appraiser's work. Because Amerisave often had consumers schedule appraisals on the following day, in at least some circumstances consumers were liable for an appraisal cancellation fee before they received a GFE, in violation of TILA, Regulation Z.

**Findings and Conclusions Related to Markert and Amerisave
Requiring Consumers to Use Novo
Without Properly Disclosing Their Relationship.**

53. Amerisave does not allow consumers to choose their own appraiser or appraisal management company. Since on or about January 2011, Amerisave has referred over 99% of its appraisals to its affiliate, Novo Appraisal Management Corporation.

54. Until on or about November 2013, Amerisave did not disclose its affiliate relationship with Novo until Amerisave had already obtained credit card authorization information regarding the scheduling of the appraisal from the consumer.

55. Amerisave also required consumers to pay \$100 for "appraisal reviews." Amerisave did not disclose that this fee was ultimately paid to Novo in an Affiliated Business Arrangements form, or anywhere else, from on or about January 2011 until on or about October 2012.

56. Amerisave's webpage requiring consumers to enter appraisal payment information also included misleading statements that undermined its subsequent disclosure of its affiliate relationship with Novo. Amerisave told consumers that "Appraisers do not work for Amerisave," that "they are an independent third party,"

and “Amerisave allows payment for the appraisal to be made to Amerisave as a convenience to our customers.” But Amerisave failed to mention anywhere on this page that Novo was its affiliate or that a portion of these fees ultimately flowed back, at least indirectly, to Amerisave’s CEO and owner, Markert.

57. Novo receives appraisal referrals from Amerisave, and then retains a real estate appraiser to conduct the appraisal and prepare the appraisal report. Once the appraisal is complete, Novo forwards the appraisal report to Amerisave. Amerisave then runs the final charges on the consumer’s credit or debit card and transfers the proceeds back to Novo.

58. Markert established trusts for himself and members of his family that indirectly are the beneficial owners of both Novo and Amerisave. Amerisave referred nearly all of its appraisal business to Novo. At times, Markert set the price Novo charged Amerisave for appraisals and the base amount that Novo paid appraisers. The Markert and Markert Family trusts received shareholder distributions from Novo during 2011, 2012, and 2013, most of which came from profits Novo generated from referrals from Amerisave.

59. RESPA § 8(a), 12 U.S.C. § 2607(a), provides:

No person shall give and no person shall accept any fee, kickback, or thing of value pursuant to any agreement or understanding, oral or otherwise, that business incident to or a part of a real estate settlement service involving a federally related mortgage loan shall be referred to any person.

60. RESPA § 8(c), 12 U.S.C. § 2607(c), contains a narrow exception to § 8(a)’s prohibition. It provides, in relevant part:

Nothing in this section shall be construed as prohibiting . . . (4) affiliated business arrangements so long as (A) a disclosure is made of the existence of such an arrangement to the person being referred and, in connection with such referral, such person is

provided a written estimate of the charge or range of charges generally made by the provider to which the person is referred . . . (iii) in the case of referral by a lender . . . at the time the estimates required under section 5(c) [GFE] are provided . . . (B) such person is not required to use any particular provider of settlement services, and (C) the only thing of value that is received from the arrangement, other than the payments permitted under this subsection, is a return on the ownership interest or franchise relationship For purposes of the preceding sentence, the following shall not be considered a violation of (4)(B): (i) any arrangement that requires a buyer, borrower, or seller to pay for the services of an attorney, credit reporting agency, or real estate appraiser chosen by the lender to represent the lender's interest in a real estate transaction

61. Markert, Amerisave, and Novo have an Affiliated Business Arrangement for purposes of RESPA. 12 U.S.C. § 2602(7), (8).

62. Novo, Amerisave, and Markert are not subject to the exception set forth in RESPA § 8(c)(4).

63. Novo has given, and Markert has accepted, a thing of value, in the form of profit distributions from Novo, pursuant to the agreement or understanding that appraisal management services and appraisal validation reports involving federally related mortgage loans of Amerisave consumers shall be referred to Novo, in violation of RESPA §8(a).

Findings and Conclusions Related to Novo's Appraisal Fees and Appraisal Review Fees, and Amerisave's related representations.

64. Since on or about January 2011 until on or about January 2014, Amerisave charged all consumers who closed a loan with Amerisave a \$100 "appraisal review fee," which is passed directly to Novo. For this fee, Novo ordered "appraisal validation reports" from a third party. These reports indicated whether the property's appraised value was supported. In addition, Novo generated a "validation certificate," a document that stated that Novo ordered the reports.

65. Amerisave did not disclose to consumers that the appraisal validation fees were being paid to its affiliate, Novo, until on or about October 2012.

66. Novo's appraisal validation process had three steps involving varying levels of reports produced by the third party. All Novo appraisals received a first step validation; the subsequent steps were required only if an appraisal did not pass the immediately previous step. Over time the first two steps became entirely automated (the second step became automated in mid-2013).

67. The step 1 reports generally cost Novo \$10, and the step 2 reports generally cost Novo \$12. For the 85% of consumers who only received a step 1 report, Novo's \$100 charge resulted in a 900% markup over acquisition cost. For validations ending with a step 2 report, this still resulted in a 354% markup.

68. A significant majority of the time, Novo's out-of-pocket cost for the validation process was only \$10, and its average cost per consumer for the whole validation process was approximately \$20.

69. Novo's automated process for ordering, transmitting and invoicing step 1 and 2 reports involved a relatively small investment in the underlying information technology. Novo also had little in the way of contemporaneous expenses for services corresponding to ordering, transmitting, and invoicing step 1 or step 2 reports, for the vast majority of time these automated systems were in place.

70. Novo forwarded the appraisal validation reports directly to Amerisave for use by Amerisave's underwriters.

71. The validation certificates were automatically generated and cost Novo virtually nothing.

72. Amerisave made the following representations to consumers about third

party fees, including the appraisal review fee, before consumers received a GFE:

- a. "These fees are not paid to Amerisave."
- b. "By law, mortgage companies are not allowed to markup or make money on any of these fees."
- c. "If a fee is guaranteed, this means that Amerisave has negotiated a special deal on your behalf for this fee."

73. While the appraisal validation fees were "not paid to Amerisave," they were paid to Amerisave's affiliate Novo and generated substantial income for Novo, some of which resulted in indirect distributions to the Markert and Markert Family trusts. And while Amerisave did not "markup or make any money" on the appraisal validation fees, Amerisave's affiliate Novo did. Finally, rather than having "negotiated a special deal on your behalf for this fee," Amerisave negotiated with Novo a \$100 charge for this service, while Novo charged other lenders as little as \$25 for a nearly identical service.

74. Before Novo was created in December 2010, Amerisave directly ordered the appraisal validation reports from the third party. It only charged consumers for Amerisave's actual acquisition price for these reports, with no additional markup. Amerisave's underwriters used the validation reports to facilitate the underwriting process.

75. After December 2010, Novo purchased the validation reports and simply transferred them to Amerisave. Having Novo, rather than Amerisave, order the reports provided no benefits to Amerisave's consumers. No one at Novo reviewed the reports or otherwise used them before they were automatically sent over to Amerisave.

76. Novo's annual profit and loss statements show that Novo made more

than \$4 million gross profit from appraisal validation markups from 2011 to 2013.

77. Amerisave's representations about Novo's appraisal fees and appraisal validation fees misled or were likely to mislead consumers.

78. Consumers reasonably understood Amerisave's representations to mean that Novo's appraisal fees and appraisal review fees were an independent third party's fees being passed along to the consumer.

79. Amerisave's representations and omissions were materially inaccurate.

80. As CEO of Amerisave, Markert materially participated in the conduct of Amerisave's affairs and had ultimate responsibility for Amerisave's representations about Novo's appraisal validation fees. Markert also materially participated in the conduct of Novo's affairs.

81. Markert realized substantial financial gain from Amerisave's representations about Novo's appraisal validation fees.

82. Amerisave and Markert therefore violated the CFPA's prohibition of deceptive practices.

83. The MAP Rule, in addition to the prohibitions listed above, also proscribes any misrepresentations about "the existence, nature, or amount of fees or costs to the consumer associated with the mortgage credit product." 12 C.F.R. § 1014.3(c).

84. Amerisave, as described above, misrepresented the nature of Novo's appraisal fees and appraisal validation fees.

85. Amerisave therefore violated the MAP Rule.

86. The CFPA, 12 U.S.C. § 5531(c)(1) provides that an act or practice is "unfair" if it "is likely to cause substantial injury to consumers which is not reasonably

avoidable by consumers,” and that injury “is not outweighed by countervailing benefits to consumers or to competition.”

87. Amerisave hid these markups on the cost of the appraisal validation reports by only disclosing Amerisave’s affiliate relationship with Novo after: 1) Amerisave misrepresented that the validation fees were not marked up and were the product of a “special deal” for consumers; 2) the consumer had already scheduled an appraisal, 3) Amerisave imposed an authorization hold on consumers’ credit or debit cards; and 4) subjected consumers to a potential appraisal cancellation fee if they walked away from the appraisal within 24 hours of the scheduled appraisal.

88. Amerisave, Novo, and Markert’s validation fee outsourcing therefore caused substantial harm to consumers, in the form of the hidden markup, which was not reasonably avoidable. To the extent the validation services markup had any countervailing benefits, such benefits were substantially outweighed by the costs to consumers or competition.

89. Amerisave, Markert, and Novo therefore violated the CFPA’s prohibition of unfair practices.

Conduct provisions

V. Order to Cease and Desist and to Take Other Affirmative Action

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

90. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of the CFPA’s prohibition of unfair or deceptive conduct, 12 U.S.C. §§ 5531 and 5536(a)(1)(B), with respect to mortgage advertising and mortgage origination acts or practices.

91. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of the MAP Rule, 12 C.F.R. § 1014.3, with respect to mortgage advertising acts or practices.

92. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of RESPA, Regulation X, 12 C.F.R. § 1024.7(a)(4), with respect to their mortgage origination acts or practices.

93. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of TILA, Regulation Z, 12 C.F.R. § 1026.19(a)(1)(ii), with respect to their mortgage origination acts or practices.

94. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall cease and desist from any further violations of RESPA § 8(a), 12 U.S.C. § 2607(a) with respect to their acts or practices related to the referral of real estate settlement services to affiliates.

95. Respondents and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, shall take the following affirmative actions:

- a. Amerisave will advertise only rates and terms that are in fact available to consumers.
- b. Amerisave will prominently display or disclose in its advertisements all disclosures required by applicable law,

including but not limited to disclosures required by TILA and the MAP Rule. If the majority of consumers who applied for loans with Amerisave during the previous calendar quarter would not qualify for the rate and discount point combination advertised in display ads and banner ads Amerisave places on its website or any third-party websites, then Amerisave will prominently display or disclose, in the advertisement itself and not solely in disclosures accessible only by clicking on a hyperlink, the following parameters related to the advertised rates: rate, APR, discount points and any similar fee that Amerisave charges for buying down the interest rate that would be disclosed in Section 2 of the GFE, FICO score, LTV, and loan amount. If Amerisave introduces a new loan product, it should look to the majority of Amerisave consumers who applied for a 30 year fixed loan product (refinance or purchase, as applicable to the new loan product) during the previous calendar quarter to determine whether the disclosures required by the prior sentence are required.

- c. Amerisave will prominently display or disclose in its display ads and banner ads it places on its website or any third-party websites, in the advertisement itself and not solely in disclosures accessible only by clicking on a hyperlink, the APR, and any discount points or any similar fee that Amerisave charges for buying down the interest rate that would be disclosed in Section 2 of the GFE when such points and fees exceed a half percentage

point of the loan principal.

- d. Amerisave's homepage web tool will not generate quotes without prominently displaying the credit score upon which that quote is based or without asking the consumer to supply his or her estimated credit score and relying on that score in order to generate a rate. Any such default credit score used should not exceed the median credit score for consumers closing loans with Amerisave.
- e. Amerisave will provide third party websites with only rates and terms that are actually available to consumers based on the parameters selected by the consumer on the third party website or the default values used and disclosed by the third party website.
- f. Amerisave will develop a quality control program with responsibility for reviewing Amerisave's advertisements to determine whether the rates advertised are actually available to consumers with the same loan terms and conditions disclosed, either in the advertisement itself, or through the default values used and disclosed through the third party website. Amerisave will correct any advertising defects discovered during the quality control process as soon as practicable. If Amerisave is unable to correct any identified advertising defect and cease advertising the rates with defects within 5 business days of identification, it will immediately provide the Bureau's Enforcement Director with: 1) notice that it has experienced an advertising defect; 2) a detailed description of the defect, including the scope, affected website, and estimated duration; and 3) the specific steps Amerisave

has taken to prevent consumers from being misled while Amerisave works to resolve the defect.

- g. Amerisave will give consumers an affiliated business arrangements disclosure form (AfBA) before making any referrals to an affiliate or, if Amerisave requires use of a particular provider, at the time of loan application. Amerisave will give an AfBA before having a consumer schedule or authorize payment for a Novo appraisal. Amerisave's AfBA will show the amount, within permitted range, expected to be charged to the consumer by the affiliate to which Amerisave intends to make the referral or which it will require the consumer to use.
- h. Amerisave will not make any representations that services are performed by a third party if the charge to consumers for such services includes a markup by Amerisave or an Amerisave affiliate, unless Amerisave, in the same passage, also explains the amount includes such a markup paid to Amerisave's affiliate.
- i. Amerisave will not charge a consumer for anything other than its actual cost for a credit report before providing the consumer a GFE and an AfBA disclosure, if applicable, and before the consumer has indicated an intention to proceed with an Amerisave loan covered by that GFE.
- j. Amerisave will not authorize appraisal charges or otherwise obtain any payment authorization from consumers until it has provided a GFE and an AfBA disclosure, and the consumer has indicated an intention to proceed with an Amerisave loan covered by that GFE,

other than to obtain payment for Amerisave's actual cost for a credit report.

- k. Amerisave will not schedule an appraisal or otherwise make any referrals of third party services, other than for a credit report, until it has provided a GFE and, in the case of referrals to, or required use of, affiliates, an AfBA disclosure.
- l. Amerisave will not charge any appraisal cancellation fees except for appraisals scheduled after a consumer has received a first GFE and AfBA disclosure.
- m. Amerisave will not require the use of any settlement service from any company with which it has an affiliated business relationship under RESPA, other than those services excepted under RESPA Sec. 8(c), 12 U.S.C. § 2607(c), and its implementing Regulation X, 12 C.F.R. § 1024.15(b)(2).
- n. Amerisave will not charge consumers for appraisal review services or appraisal validation certifications ordered from an affiliate whose standard pricing is higher for Amerisave retail customers than other similarly situated consumers for the same services or certifications. It is understood that pricing may vary for some individual consumers based on the complexity of an individual assignment.
- o. Amerisave will provide, on an annual basis for the three years following the Effective Date, a Compliance Plan in response to the report of an Independent Consultant, as outlined in Section VII. If, during each of the three years following the Effective Date, the

Independent Consultant finds that Amerisave has substantially complied with the relevant provisions of this order and federal consumer financial law, Amerisave will have no further obligation to retain the Independent Consultant.

VI. Prohibited Misrepresentations Relating to Amerisave's Referral of Third Party Services.

IT IS FURTHER ORDERED that:

96. Respondents, and their officers, agents, servants, and employees who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the advertising, marketing, promotion, offering for sale, sale, or performance of any consumer financial product or service, are hereby permanently restrained and enjoined from misrepresenting, or assisting others in misrepresenting, expressly or by implication:

- a. That fees are not paid to Amerisave when describing any fee paid to an Amerisave affiliate that includes a markup;
- b. That, by law, mortgage companies are not allowed to markup or make any money on any of these fees when describing any fee paid to an Amerisave affiliate that includes a markup;
- c. That, if a fee is guaranteed, this means that Amerisave has negotiated a special deal on your behalf for this fee, unless Amerisave has a legitimate basis for claiming that Amerisave consumers pay less than the ordinary retail price for such services;
- d. That a fee is paid to an independent third party, when describing any fee paid to an Amerisave affiliate that includes a markup;
- e. Any other statement that is substantially similar to those listed from

(a)-(d).

VII. Independent Consultant's Report and Compliance Plan

IT IS FURTHER ORDERED that:

97. Within 60 days of the Effective Date, Amerisave shall secure and retain one or more independent consultants, with specialized experience in false advertising analysis, statistics, real estate settlement services, and mortgage origination, and acceptable to the Enforcement Director, to conduct an independent review of Amerisave's advertising and website disclosure practices. The review shall include an analysis of Amerisave's advertising practices including both Amerisave's listing of rates on third party Rate Publisher websites and Amerisave's prepaid ads; Amerisave's website disclosure process, including its representations to consumers, descriptions of services performed by affiliates, referrals to affiliates; and the timing and content of Amerisave's disclosures. The purposes of the review shall be to determine:

- a. whether Amerisave is advertising rates below those actually available to similarly situated, contemporaneous consumers;
- b. whether Amerisave's homepage is generating accurate and transparent mortgage quotes for consumers;
- c. whether Amerisave is properly disclosing its relationship to its affiliates before making any referrals or imposing any fees or charges upon consumers;
- d. whether Amerisave is properly describing the nature of the services performed by its affiliates; and
- e. whether Amerisave is imposing any impermissible fees or charges before providing consumers with required disclosures.

98. Within 180 days of the Effective Date, the independent consultant(s) shall prepare a written report detailing the findings of the review (the “Independent Consultant Report”), and provide the Independent Consultant Report to the Amerisave Executive Management.

99. Within 30 days of receiving the Independent Consultant Report, the Amerisave Executive Management shall:

- a. Develop a plan (the “Compliance Plan”) to: (i) correct any deficiencies identified, and (ii) implement any recommendations or explain in writing why a particular recommendation is not being implemented; and
- b. Submit the Independent Consultant Report and the Compliance Plan to the Enforcement Director.

100. The Enforcement Director shall have the discretion, within 30 days of receiving the Compliance Plan, to make a determination of non-objection to the Compliance Plan or to direct Amerisave to revise it. In the event that the Enforcement Director directs Amerisave to revise the Compliance Plan, the Amerisave Executive Management shall make the requested revisions and resubmit the Compliance Plan to the Enforcement Director within 20 days.

101. Within a reasonable time after notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, Amerisave shall implement and adhere to the steps, recommendations, deadlines, and timeframes set forth in the Compliance Plan.

VIII. Order to Pay Redress

IT IS FURTHER ORDERED that:

102. A judgment for equitable monetary relief and damages is hereby entered in favor of the Bureau and against Amerisave in the amount of \$14,892,234.

103. Immediately upon signing this Stipulation, Amerisave is ordered to transfer a total of \$14,892,234 to an escrow account maintained by counsel.

104. Within 10 days of the Effective Date, Respondents' counsel will pay to the Bureau, in the form of a wire transfer to the Bureau or to such agent as the Bureau may direct, and in accordance with wiring instructions to be provided by counsel for the Bureau, \$14,892,234 in full satisfaction of the judgment as set forth in Paragraphs 102-103 of this Section.

105. Individual Respondent, in his personal capacity, will be jointly and severally liable for the judgment set forth in paragraph 102.

106. Any funds received by the Bureau in satisfaction of this judgment shall be deposited into a fund or funds administered by the Bureau or its agent in accordance with applicable statutes and regulations. Such funds are 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. In particular, funds will be distributed to provide redress to:

- a. Consumers who viewed Amerisave's misleading rates on the Rate Publisher between July 21, 2011 and the Effective Date and then took out a mortgage through Amerisave with higher than advertised rates;
- b. Consumers who received misleading 800 FICO score mortgage

quotes on Amerisave's website between July 21, 2011 and the Effective Date, and then took out a mortgage through Amerisave with a rate higher than what was quoted;

- c. Consumers who, between November 1, 2009 and the Effective Date paid charges in excess of Amerisave's actual cost of providing a credit report before Amerisave provided a GFE;
- d. Consumers who, between January 1, 2011 and the Effective Date, paid appraisal fees after being referred to Novo by Amerisave without receiving proper disclosure of their affiliate relationship; and
- e. Consumers who closed loans during the period of December 2010 through the Effective Date and paid for appraisal review fees.

107. If the Bureau determines, in its sole discretion, that redress to such 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 to be reasonably related to the violations described in Section IV of this Consent Order. Any funds not used for such equitable relief shall be deposited in the U.S. Treasury as disgorgement. Respondent shall have no right to challenge any actions that the Bureau or its representatives may take under this paragraph.

108. Payment of redress to any Affected Consumer under this Order may not be conditioned on that Affected Consumer waiving any right.

IX. Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

- 109. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the

violations of law set forth in Section IV of this Consent Order, and taking into account the factors set forth in 12 U.S.C. § 5565(c)(3), Respondents shall pay a civil money penalty of \$6 million to the Bureau, as directed by the Bureau and as set forth herein. This amount is allocated as follows:

- a. Amerisave and Novo will pay a combined civil money penalty of \$4.5 million; and
- b. Markert will pay a civil money penalty of \$1.5 million.

110. Within 10 days of the Effective Date, Respondents shall pay the civil money penalty in the form of a wire transfer to the Bureau or to such agent as the Bureau may direct, and in accordance with wiring instructions to be provided by counsel for the Bureau.

111. Markert, in his personal capacity will be jointly and severally liable for all civil money penalties required to be paid by either Amerisave or Novo.

112. The civil money penalty paid under this Consent Order shall be deposited in the Civil Penalty Fund of the Bureau in accordance with Section 1017(d) of the CFPA, 12 U.S.C. § 5497(d).

113. Respondents shall treat the civil money penalty as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, each Respondent shall not:

- a. Claim, assert, or apply for a tax deduction or tax credit with regard to any federal, state, or local tax for any civil money penalty that Respondent pays 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 that Respondent pays under this Consent Order.

114. To preserve the deterrent effect of the civil money penalty, in any Related Consumer Action, Respondent shall not argue that Respondent is entitled to, nor shall Respondent benefit by, any offset or reduction of any 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 shall, 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 shall not be deemed an additional civil money penalty and shall not be deemed to change the amount of the civil money penalty imposed in this action.

X. Additional Monetary Provisions

IT IS FURTHER ORDERED that:

115. In the event of any default on Respondents' obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, shall accrue on any outstanding amounts not paid from the date of default to the date of payment, and shall immediately become due and payable.

116. Respondent shall relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds shall be returned to Respondents.

117. In accordance with 31 U.S.C. § 7701, Respondents, unless they already have done so, shall furnish to the Bureau their taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount

arising out of this Consent Order.

118. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondents shall notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification shall indicate the amount of redress, if any, that Respondent paid or is required to pay to consumers and should describe the consumers or classes of consumers to whom that redress has been or will be paid.

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

120. Respondents, any current or former affiliated entity, to the extent Respondents retain liabilities associated with such former affiliated entity, as well as any current or former director, current or former officer, and current or former employee of any of the foregoing, may not receive funds, or any other monetary benefit, from any federal, state, or local government agency in connection with costs directly or indirectly incurred (1) investigating, defending, engaging in corrective actions and/or making payments related to or required by matters covered by the Consent Order; or (2) due to the Bureau's examination and/or investigation of Respondents. This prohibition includes insurance, incentive payments, or any other type of compensation. To the extent that any such funds or monetary benefits are received, Respondents shall provide an accounting of such funds or monetary benefits, and return the amount of the funds or the monetary benefit to the appropriate governmental agency.

XI. Reporting Requirements

IT IS FURTHER ORDERED that:

121. Each Respondent shall notify the Bureau of any change in any Respondent 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 proposed filing of any bankruptcy or insolvency proceeding by or against any Respondent; or a change in any Respondent's name or address.

122. Within 7 days of the Effective Date, each Respondent shall designate at least one telephone number and an email, physical, and postal address as points of contact, which the Bureau may use to communicate with Respondent.

123. Each Respondent shall report any change in the information required to be submitted under Paragraph 121 at least 30 days before such change. *Provided, however,* that with respect to any proposed change about which Respondent learns less than 30 days before the date such action is to take place, Respondent shall notify the Bureau as soon as is practicable after obtaining such knowledge.

124. Within 90 days of the Effective Date, and again each year for the following three years after the Effective Date, Amerisave shall submit to the Enforcement Director an accurate written compliance progress report (Compliance Report), which has been approved by the Amerisave Executive Management which, at a minimum:

- a. Describes in detail the manner and form in which Amerisave has complied with this Order; and

- b. Attaches a copy of each Order Acknowledgment obtained under Section XII of this Consent Order, unless previously submitted to the Bureau.

XII. Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that,

125. Within 7 days of the Effective Date, each Respondent shall submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.

126. Within 30 days of the Effective Date, Corporate Respondents and Individual Respondent, for any business for which he is the majority owner or which he directly or indirectly controls, shall 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.

127. For 5 years from the Effective Date, each Respondent and Individual Respondent, for any business for which he is the majority owner or which he directly or indirectly controls, shall deliver a copy of this Consent Order to any business entity resulting from any change in structure as set forth in Section XI (Reporting Requirements), 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.

128. Each Respondent shall secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, with any electronic signatures

complying 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:

129. Amerisave, any successor thereto, and any retail mortgage origination business for which an Individual Respondent individually or collectively with any other Respondent is a majority owner or which he directly or indirectly controls, shall create, for at least 5 years from the Effective Date, and then retain, for at least 5 years, and make available to the Bureau upon request, the following business records:

- a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau.
- b. Copies of all advertisements, websites, and other marketing materials, and including any such materials used by a third party on behalf of a person subject to this paragraph.
- c. Documents sufficient to demonstrate the general experience of consumers on each materially different version of each website on which each Respondent, whether acting directly or through any sole proprietorship, partnership, limited liability company, corporation, subsidiary, branch, division, affiliate, or other entity, advertises, promotes, markets, offers for sale, sells, or provides products or services, including, as necessary:
 - (i) Screenshots or screen capture recordings of such websites on

- at least a quarterly basis;
- (ii) Source code and database records for such websites; and
 - (iii) Other documents related to the design and functioning of such websites, including source code repository comments, version histories, and system change requests, including supporting documentation, submitted through Amerisave's project management web application.
- d. Advertising and customer data sufficient for the Bureau to assess whether advertised rates and terms reflect those actually made available to consumers.
 - e. All consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.

XIV. Notices

IT IS FURTHER ORDERED that:

130. Unless otherwise directed in writing by the Bureau, all submissions, requests, communications, consents, or other documents relating to this Consent Order shall be in writing and shall be sent by overnight courier (not the U.S. Postal Service), as follows:

Assistant Director for Enforcement Consumer Financial Protection Bureau

ATTENTION: Office of Enforcement

1700 G Street NW, Washington, DC 20552.

The subject line shall begin: *In re Amerisave, et al.*, File # [insert docket number from first page]

Provided however that Respondent may send such reports or notifications by first-class mail, but only if Respondent contemporaneously sends an electronic version of such report or notification to Enforcement_Compliance@cfpb.gov.

XV. Cooperation with the Bureau

IT IS FURTHER ORDERED that:

131. Respondents shall cooperate fully to assist the Bureau in determining the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondents shall provide such information in its or its agents' possession, custody, or control to the Bureau within 14 days of receiving a written request from the Bureau.

XVI. Compliance Monitoring

IT IS FURTHER ORDERED that, for the purpose of monitoring Respondent's compliance with this Consent Order:

132. For purposes of this Section, the Bureau may communicate directly with Respondent, unless Respondent retains counsel in connection with such communications.

133. Respondent shall permit the Bureau's 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.

134. Nothing in this Consent Order shall limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6.

XVII. Compliance and Extensions of Time

IT IS FURTHER ORDERED that:

135. Upon a written showing of good cause, the Enforcement Director may

exercise discretion to modify any non-material provisions of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements). Any such modification by the Enforcement Director shall be in writing.

XVIII. Administrative Provisions

136. The Bureau releases and discharges the Respondents from all potential liability (other than as set forth in this Order) 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.

137. Except as provided in paragraph 136, the provisions of this Consent Order shall not bar, estop, or otherwise prevent the Bureau, or any other governmental agency, from taking any other action against Respondents.

138. This Consent Order is intended to be, and shall be construed to be, 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.

139. This Consent Order shall 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 any Respondent. *Provided, further*, that if such action is dismissed or the relevant adjudicative body rules that no Respondent violated 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 shall remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order shall have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

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

141. The provisions of this Consent Order shall be enforceable by the Bureau. Any violation of this Consent Order may result in the imposition by the Bureau of the maximum amount of civil money penalties allowed under section 1055(c) of the CFP Act, 12 U.S.C. § 5565(c).

142. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. No promises, representations, or warranties other than those set forth in this Consent Order and the accompanying Stipulation have been made by any of the parties. This Consent Order and the accompanying Stipulation supersede all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing.

143. Nothing in this Consent Order or the accompanying Stipulation shall be construed as allowing the Respondents, their Boards, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this ^{12th}]th day of August, 2014.

Richard Cordray
Director
Consumer Financial Protection Bureau


