

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

**ADMINISTRATIVE PROCEEDING**

**File No. 2014-CFPB-0011**

**In the Matter of:**

**USA Discounters, Ltd.**

**CONSENT ORDER**

The Consumer Financial Protection Bureau (“Bureau”) has reviewed the practices of Respondent USA Discounters, Ltd. relating to its extension of credit and has identified violations of law. Under Sections 1053 and 1055 of the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. §§ 5563 and 5565, the Bureau hereby issues this Consent Order (“Order”).

**I.**

**Overview**

The Bureau finds that USA Discounters has engaged in violations of Sections 1031 and 1036 of the CFPA (collectively, “Section 1036”), 12 U.S.C. §§ 5531, 5536, in connection with a fee that it charged members of the United States Armed Forces as a condition of credit.

**II.**

**Jurisdiction**

1. The Bureau has jurisdiction over this matter pursuant to Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565.

### **III.**

#### **Stipulation**

2. USA Discounters has executed a “Stipulation and Consent to the Issuance of Consent Order,” dated August 11, 2014 (“Stipulation”), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, USA Discounters has consented to the issuance of this Order by the Bureau pursuant to Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, without admitting or denying any findings of fact or violations of law, except that USA Discounters admits the facts necessary to establish the Bureau’s jurisdiction over USA Discounters and the subject matter of this action.

### **IV.**

#### **Definitions**

3. For purposes of this Order, the following definitions shall apply:
  - a. “Effective Date” shall mean the date on which the Order is issued.
  - b. “Eligible Consumers” shall mean any current or former member of the United States Armed Forces who paid or has been obligated to pay one or more \$5 “SCRA Specialists fee” in connection with credit that USA Discounters offered and sold during the Relevant Time Period.
  - c. “Enforcement Director” shall mean the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau.
  - d. “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 USA Discounters based on substantially the same facts as set forth in Section V of this Order.

- e. “Relevant Time Period” shall include the period from January 1, 2009 through the Effective Date of this Order.
- f. “USA Discounters” means “USA Discounters, Ltd.” and its affiliates, successors, and assigns, by whatever names they might be known.

## **BUREAU FINDINGS AND CONCLUSIONS**

### **V.**

#### **General**

The Bureau finds the following:

- 4. USA Discounters, Ltd. is a privately held company that operates a chain of retail stores selling furniture, electronics, bedding, and appliances from storefronts nationwide, mostly located within a few miles of military installations.
- 5. From each of its locations, USA Discounters offers credit to finance the purchase of merchandise through a retail installment contract, often titled Consumer Retail Installment Contract and Security Agreement (“Installment Contract”).
- 6. For members of the U.S. Armed Forces, USA Discounters has provided a version of the Installment Contract that includes a provision titled “Military Service, Home State,” which acknowledges the servicemember is on “active duty status in the U.S. Military.” The provision also states that the servicemember agrees that “an independent company, SCRA SPECIALISTS, LLC of Norfolk, Virginia . . . may perform an investigation to verify the facts and representations” relating to the servicemember’s duty status in the military.
- 7. As a prerequisite for entry into the Installment Contract, servicemembers must sign an attached agreement titled “Military Services Addendum” (“the Addendum”). The Addendum acknowledges that the servicemember is an active

duty member of the U.S. Armed Forces and reserves the servicemember's rights and protections under section 524 of the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. app. § 524. Among other rights granted to servicemembers, section 524 states that a court may stay the execution of any judgment or order entered against the servicemember and vacate or stay an attachment or garnishment of property, money, or debts in the possession of the servicemember when, in the opinion of the court, the servicemember is materially affected by reason of military service in complying with the court judgment or order.

8. The Addendum also states that the servicemember, referenced as the "Buyer," agrees to "engage the services of SCRA Specialists, LLC, an independent company, . . . to represent and assist Buyer in specified matters related to compliance with the SCRA." That statement is located within a provision that is titled "SELLER TO RECOGNIZE SCRA SPECIALISTS, LLC AS BUYER'S REPRESENTATIVE" (all caps in original).
9. The Addendum also references three services that SCRA Specialists may perform as a representative for servicemembers:
  - a. USA Discounters "may, but is not required to send to SCRA Specialists any notice pursuant to the provisions of the SCRA arising out of Buyer's default under this Contract";
  - b. USA Discounters "may seek verification of Buyer's active military status for purposes of the SCRA by contacting SCRA Specialists who will either provide the status last provided to it by Buyer or obtain a certificate or Military Status report from the Department of Defense pursuant to 50 USC App. § 582"; and

- c. USA Discounters agrees to “accept and implement address changes for Buyer from SCRA Specialists.”
- 10. In addition to the Installment Contract and the Addendum, USA Discounters provides servicemembers an agreement on behalf of SCRA Specialists, titled the “Representative Agreement.” The Representative Agreement acknowledges that the servicemember, as an active duty member of the military, is afforded certain rights and protections by the SCRA. The Representative Agreement also states that the servicemember “may have to deploy, transfer or otherwise vacate the [customer’s current address] . . . such that he or she may not be available to complete or comply with the provisions of the SCRA or receive its benefits. Accordingly, the Servicemember desires to engage SCRA Specialists to serve as a representative for specified purposes as stated in this Agreement.”
- 11. The SCRA Specialists’ Representative Agreement, like the Addendum to the Installment contract, describes the services that SCRA Specialists may perform as a “representative” for the servicemember:
  - a. “Servicemember hereby appoints SCRA Specialists as his or her representative that may receive any notices required by the SCRA with respect to the USA Discounters Contract”;
  - b. “Servicemember agrees to provide SCRA Specialists, LLC written notification of any changes to the above address of Servicemember and SCRA Specialists, in turn, agrees to provide any such address changes to USA Discounters”; and

- c. “SCRA Specialists also agrees to obtain verification of Servicemember’s active military status for purposes of the SCRA should it be requested to do so by USA Discounters.”
12. Ostensibly in exchange for the offered services, USA Discounters charges the servicemember a \$5 “SCRA Specialists fee.” The SCRA Specialists fee is assessed by USA Discounters on its installment contracts and, in turn, USA Discounters remits \$4.50 of each \$5 fee monthly to SCRA Specialists. USA Discounters has charged the \$5 fee in connection with more than 70,000 contracts, generating more than \$350,000 since 2009.
13. Taken together, the Installment Contract, the Addendum, and the Representative Agreement communicate to servicemembers that SCRA Specialists is an independent agent working on the servicemembers’ behalf. In actuality, however, SCRA Specialists was financially dependent on USA Discounters because its sole source of revenue was through customers of USA Discounters. Moreover, while USA Discounters portrays that its \$5 fee is for “representative” services performed by SCRA Specialists on behalf of servicemembers, SCRA Specialists did not provide any representational services to servicemembers.
14. Although USA Discounters represented to consumers that it “may seek verification of Buyer’s active military status for the purposes of the SCRA by contacting SCRA Specialists,” it routinely performed its own duty status verifications, without assistance from SCRA Specialists, in order to satisfy the SCRA’s obligation to “file with the court an affidavit . . . stating whether or not the defendant is in military service” before it could obtain default judgments against customers. 50 U.S.C. app. § 521(b)(1)(A). Accordingly, USA Discounters

misrepresented performance of duty status verification as a benefit to servicemembers performed by SCRA Specialists when in fact USA Discounters performed the duty status verification on its own to advance its own interests. In addition, USA Discounters never actually asked SCRA Specialists to verify any servicemember's active duty status, thereby rendering the purported service illusory.

15. USA Discounters also represented to consumers that it "may, but is not required to send to SCRA Specialists any notice pursuant to the provisions of the SCRA arising out of Buyer's default under [the USA Discounters] Contract." This claim could create a false impression that SCRA Specialists is authorized to receive actual service of process on servicemembers' behalf. In fact, SCRA Specialists is not authorized to receive service of process on a servicemember's behalf. Moreover, USA Discounters never sent any notices to SCRA Specialists in regard to default and SCRA Specialists never performed any action on a servicemember's behalf with regard to default, thereby rendering the \$5 fee illusory.

16. USA Discounters required its customers to send address changes to SCRA Specialists, and represented that it would accept customer address changes forwarded by SCRA Specialists. This purported service was of little ascertainable benefit to servicemembers because servicemembers could just as easily provide an updated address directly to USA Discounters; SCRA Specialists' involvement provides no representational service to servicemembers.

### **Findings and Conclusions as to Unfairness**

17. USA Discounters is a “covered person” as that term is defined by 12 U.S.C. § 5481(6).
18. Section 1036(a)(1)(B) of the CFPA prohibits covered persons from engaging in “unfair, deceptive, or abusive” acts or practices (“UDAAP”). 12 U.S.C. § 5536(a)(1)(B).
19. An act or practice is unfair under the CFPA if it (a) causes or is likely to cause substantial injury to consumers; (2) such injury is not reasonably avoidable by consumers; and (3) such injury is not outweighed by countervailing benefits to consumers or to competition. 12 U.S.C. § 5531(c).
20. As described in Paragraphs 4 through 16, USA Discounters’ acts and practices during the Relevant Time Period caused or were likely to cause substantial injury, including consumers’ financing and/or payment of the \$5 SCRA Specialists fee in exchange for services that were never provided or had no representational value. The injury was not reasonably avoidable by consumers nor outweighed by any countervailing benefits to consumers or to competition.
21. Accordingly, USA Discounters engaged in unfair acts and practices in violation of the CFPA, 12 U.S.C. §§ 5531, 5536.

### **Findings and Conclusions as to Deception**

22. An act or practice may be considered “deceptive” under the CFPA if it (1) misleads or is likely to mislead the consumer; (2) the consumer’s interpretation of the act or practice is reasonable under the circumstance; and (3) the misleading act or practice is material.



23. As described in Paragraphs 4 through 16, USA Discounters made material misrepresentations during the Relevant Time Period, expressly or by implication, that were likely to mislead consumer acting reasonably under the circumstances into believing that SCRA Specialists is independent from USA Discounters and that SCRA Specialists performed services on behalf of consumers relating to compliance with and obtaining benefits of the SCRA.
24. Accordingly, USA Discounters engaged in deceptive acts and practices in violation of the CFPA, 12 U.S.C. §§ 5531, 5536.

### **CONDUCT PROVISIONS**

#### **VI.**

#### **Order to Cease and Desist**

**IT IS HEREBY ORDERED**, pursuant to Sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, that:

25. Subject to the terms and limitations in Paragraph 58, USA Discounters and its affiliates, officers, agents, representatives, and employees shall cease and desist from:
  - a. Engaging in the unfair and deceptive acts or practices described in Section V of this Order;
  - b. Offering the performance, in exchange for a fee, of any service relating to the Servicemembers Civil Relief Act involving a contract for credit for which USA Discounters is a creditor or assignee; and
  - c. Accepting any payment in exchange for the performance of any service relating to the Servicemembers Civil Relief Act involving a contract for credit for which USA Discounters is a creditor or assignee.

## **MONETARY PROVISIONS**

### **VII.**

#### **Order to Pay Redress**

**IT IS FURTHER ORDERED** that:

26. Within 90 days of the Effective Date, USA Discounters shall make full restitution to all Eligible Consumers for the total amount of the \$5 SCRA Specialists fees that each Eligible Consumer paid or has been obligated to pay, plus interest, in connection with credit that USA Discounters extended during the Relevant Time Period.
27. USA Discounters shall make restitution to Eligible Consumers in accordance with the preceding paragraph, as follows:
  - a. For Eligible Consumers with any installment accounts in repayment, USA Discounters shall credit the consumer's account in the amount of all \$5 SCRA Specialists fees paid or obligated to be paid, plus interest accrued on such fees;
  - b. For Eligible Consumers who repaid their installment account(s) (with no other installment account currently in repayment), USA Discounters shall mail a check (valid for 180 days) for the full amount of the \$5 SCRA Specialists fees paid by each Eligible Consumer, plus interest paid on such fees;
  - c. With respect to any installment account charged off to collection or which resulted in a repossession or return, USA Discounters shall discharge from the overdue amount(s) all \$5 SCRA Specialists fees plus interest paid or accrued through the date of the charge off, repossession or return; and

- d. USA Discounters shall send to all Eligible Consumers by letter or email to the most recent address on record a notice approved in advance by the Bureau explaining the restitution provided to them.
- 28. USA Discounters shall make reasonable attempts to locate Eligible Consumers.
  - 29. For any Eligible Consumer who is eligible with respect to more than one \$5 Specialist fee, the Eligible Consumer's restitution will be determined for each installment account separately. No Eligible Consumer shall be precluded from receiving restitution with respect to more than one \$5 SCRA Specialists fee.
  - 30. USA Discounters shall not attach any conditions to the restitution provided to Eligible Consumers, including requiring consumers to waive any rights.
  - 31. USA Discounters shall not be obligated to make restitution for any amount that was discharged or refunded prior to the Effective Date.
  - 32. With respect to any Eligible Consumer's account that receives restitution as a credit that decreases the existing balance or charged-off balance, USA Discounters shall as permitted by law and in accordance with existing procedures:
    - a. Report the updated balance to each credit reporting agency to which USA Discounters had previously furnished balance information for the account;  
or
    - b. Delete the account tradeline at each credit reporting agency to which USA Discounters had previously furnished balance information for the account;  
or
    - c. In the case of an account sold to an unaffiliated third party, request that such third party owner of the debt report the updated balance to, or delete

the account tradeline at, each credit reporting agency to which USA Discounters or the third party owner of the debt had previously furnished balance information for the account.

33. Ninety days from the Effective Date, USA Discounters shall submit to the Enforcement Director a report with an assessment of its compliance with the terms of Paragraphs 26 through 32 (“Restitution Report”). The Restitution Report shall include:
- a. A description of the methodology used to determine the population of Eligible Consumers;
  - b. The total number of Eligible Consumers to whom it reimbursed a \$5 SCRA Specialists fee, broken down by method of reimbursement;
  - c. The total amounts reimbursed to Eligible Consumers, broken down by the principal amounts and interest;
  - d. The total number of installment contracts for which the Eligible Consumers were reimbursed;
  - e. The total number of Eligible Consumers who were not provided restitution;
  - f. The total amount that was not reimbursed;
  - g. A description of the efforts made to locate and reimburse the Eligible Consumers in subpart (e);
  - h. A description of the procedures used to issue and track reimbursement of payments; and
  - i. The procedures used for reporting and requesting the reporting of updated balances to credit reporting agencies.

## **VIII.**

### **Undeliverable Restitution Payments**

34. For any restitution payment to an Eligible Consumer that USA Discounters is unable to deliver despite reasonable attempts or that goes unclaimed if a check was issued, USA Discounters shall remit the payment to the Eligible Consumer's state of domicile pursuant to the Uniform Unclaimed Property Act or related state laws within 300 days of the Effective Date.
35. All amounts that are not accepted by the Eligible Consumer's state of domicile under the preceding paragraph shall be paid by USA Discounters as disgorgement in the form of a wire transfer to the Bureau or such agent as the Bureau may direct, and in accordance with wiring instructions to be provided by counsel for the Bureau, within 330 days from the Effective Date. Any funds paid to the Bureau under this paragraph shall be deposited in the U.S. Treasury as disgorgement.
36. Within 330 days from the Effective Date, USA Discounters shall submit to the Enforcement Director a report with an assessment of its compliance with the terms of the preceding paragraph ("Final Restitution Report"). The Final Restitution Report shall include:
  - a. The total number of Eligible Consumers to whom it reimbursed a \$5 SCRA Specialists fee, broken down by method of reimbursement;
  - b. The total amount reimbursed to Eligible Consumers;
  - c. The total number of installment contracts for which the Eligible Consumers were reimbursed;

- d. The total number of Eligible Consumers whose restitution payment was submitted to the Eligible Consumer's state of domicile pursuant to the Uniform Unclaimed Property Act or related state laws pursuant to Paragraph 34 of this Order;
- e. The total amount of restitution that was submitted to the Eligible Consumer's state of domicile pursuant to the Uniform Unclaimed Property Act or related state laws pursuant to Paragraph 34 of this Order;
- f. A description of the efforts made to locate and reimburse the Eligible Consumers in subpart (d);
- g. A description of the procedures used to issue and track reimbursement of payments;
- h. The procedures used for reporting and requesting the reporting of updated balances to credit reporting agencies; and
- i. The total amount disgorged by USA Discounters in accordance with Paragraph 35 of this Order.

## **IX.**

### **Order To Pay Civil Money Penalties**

**IT IS FURTHER ORDERED** that:

- 37. Pursuant to Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law set forth in Section V of this Order, and taking into account the factors set forth in 12 U.S.C. § 5565(c)(3), USA Discounters shall pay a civil

money penalty of \$50,000 to the Bureau, as directed by the Bureau and as set forth herein (“Civil Money Penalty”).

38. Within 10 days of the Effective Date, USA Discounters 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.
39. The Civil Money Penalty paid pursuant to this 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).
40. To preserve the deterrent effect of the Civil Money Penalty, in any Related Consumer Action, USA Discounters shall not argue that USA Discounters is entitled to, nor shall USA Discounters benefit by, any offset or reduction of any monetary remedies imposed in the Related Consumer Action, by any amount of the Civil Money Penalty paid in this action (“Penalty Offset”). If the court in any Related Consumer Action grants such a Penalty Offset, USA Discounters shall, within 10 days after entry of a final order granting the Penalty Offset, notify the Enforcement Director in writing, 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.
41. USA Discounters 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, USA Discounters 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 paid under this Order; or
- b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made pursuant to any insurance policy, with regard to any Civil Money Penalty paid under this Order.

**X.**

**Additional Monetary Provisions**

**IT IS FURTHER ORDERED** that:

- 42. In the event of any default on USA Discounters' obligation to make payment under this Order, interest, computed pursuant to 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.
- 43. USA Discounters 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 USA Discounters.
- 44. In accordance with 31 U.S.C. § 7701, USA Discounters, unless it already has done so, shall furnish to the Bureau its taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.
- 45. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, USA Discounters 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 USA Discounters paid or is required to pay to consumers and should describe the consumers or class of consumers to whom that redress has been or will be paid.

## **COMPLIANCE PROVISIONS**

### **XI.**

#### **Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that,

46. Within 30 days of the Effective Date, USA Discounters shall deliver a copy of this 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 Order.
47. For a period of five years from the Effective Date, USA Discounters shall deliver a copy of this Order to 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 Order before they assume their responsibilities.
48. USA Discounters shall secure a signed and dated statement acknowledging receipt of a copy of this 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 Order pursuant to this Section.

### **XII.**

#### **Recordkeeping**

**IT IS FURTHER ORDERED** that USA Discounters shall create, for at least five years from the Effective Date, and then retain, for at least five years, and make available

to Bureau representatives upon request, the following business records:

49. All documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau.
50. All documents and records pertaining to the redress set forth in Sections VII and VIII above.
51. For each individual Eligible Consumer: the consumer's name, address, phone number, email address, a copy of the loan agreement(s), and the amount(s) of SCRA Specialists fees paid and/or owed by the consumer.
52. All consumer complaints and refund requests relating to the \$5 SCRA Specialists fee (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests.

### **XIII.**

#### **Notices**

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

Anthony Alexis, Assistant Director for Enforcement

Consumer Financial Protection Bureau

ATTENTION: Office of Enforcement

1700 G Street, N.W.

Washington D.C. 20552

The subject line shall begin: In re USA Discounters, Ltd., File No. 2014-CFPB-[Docket #].

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

**XIV.**

**Compliance and Extensions of Time**

**IT IS FURTHER ORDERED** that:

54. Upon a written showing of good cause, the Enforcement Director may, in his/her discretion, modify any non-material provisions of this Order (e.g., reasonable extensions of time). Any such modification by the Enforcement Director shall be in writing.

**ADMINISTRATIVE PROVISIONS**

**XV.**

**Administrative Provisions**

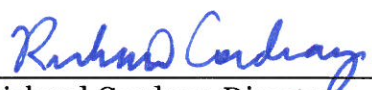
55. The provisions of this Order shall not bar, estop or otherwise prevent the Bureau, or any other federal or state agency or department from taking any other action against USA Discounters.
56. The Bureau releases and discharges USA Discounters from all potential liability for violations of law that have been or might have been asserted by the Bureau based on the practices described in Section V of this Consent Order, to the extent such practices occurred prior to Effective Date and are known to the Bureau as of the Effective Date. Notwithstanding the foregoing, the Bureau may use the practices described in this Consent Order in future enforcement actions against USA Discounters 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 shall not preclude or affect any right of the Bureau to determine and ensure compliance with the terms and provisions of the Consent Order, or to seek penalties for any violations of the Consent Order.

57. This Order is intended to be, and shall be construed to be, a final order issued pursuant 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.
58. This Order will terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Order by USA Discounters. If such action is dismissed or the relevant adjudicative body rules that USA Discounters did not violate any provision of the Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Order will terminate as though the action had never been filed. The Order will remain effective and enforceable until such time, except to the extent that any provisions of this Order shall have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.
59. Calculation of time limitations shall run from the Effective Date and shall be based on calendar days, unless otherwise noted.
60. The provisions of this Order shall be enforceable by the Bureau. Any violation of this Order may result in the imposition by the Bureau of the maximum amount of civil money penalties allowed under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c).

61. This Order and the accompanying Stipulation contain the complete agreement between the parties. No promises, representations or warranties other than those set forth in this Order and the accompanying Stipulation have been made by any of the parties. This Order and the accompanying Stipulation supersede all prior communications, discussions, or understandings, if any, of the parties, whether oral or in writing.
62. Nothing in this Order or the accompanying Stipulation shall be construed as allowing USA Discounters, its Board, officers, or employees to violate any law, rule, or regulation.

**IT IS SO ORDERED**, this 13<sup>th</sup> day of August 2014.

  
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Richard Cordray, Director  
Consumer Financial Protection Bureau