

1 UNITED STATES DISTRICT COURT
2 NORTHERN DISTRICT OF CALIFORNIA

3
4 Consumer Financial Protection Bureau,
5 Plaintiff,
6 v.
7 LendUp Loans, LLC,
8 Defendant.
9

Case No. 3:21-cv-06945-JSC

[Proposed] Stipulated Final
Judgment and Order

10 The Consumer Financial Protection Bureau (Bureau) commenced this civil
11 action on September 8, 2021, to obtain injunctive and monetary relief and civil
12 penalties from LendUp Loans, LLC (Defendant). The Complaint alleges violations
13 of § 1031(a) and 1036(a) of the Consumer Financial Protection Act of 2010
14 (CFPA), 12 U.S.C. §§ 5531(a), 5536(a)(1)(A), as well as violations of the Bureau’s
15 2016 consent order, in connection with Defendant’s marketing of the LendUp
16 Ladder and associated claims regarding the benefits of repeat borrowing. The
17 Complaint also alleges violations of the Equal Credit Opportunity Act (ECOA), 15
18 U.S.C. §§ 1691–1691f, and Regulation B, 12 C.F.R. § 1002.9(a)–(b).

19 The Bureau and Defendant agree to the entry of this Stipulated Final
20 Judgment and Order (Order), without adjudication of any issue of fact or law, to
21 settle and resolve all matters in dispute arising from the conduct alleged in the
22 Complaint.

23 **FINDINGS**

24 1. This Court has jurisdiction over the parties and the subject matter of
25 this action.
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1 2. Defendant neither admits nor denies the allegations in the Complaint,
2 except as specified in this Order. For purposes of this Order, Defendant admits
3 the facts necessary to establish the Court’s jurisdiction over it and the subject
4 matter of this action.

5 3. Defendant waives all rights to seek judicial review or otherwise
6 challenge or contest the validity of this Order and any claim it may have under
7 the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of
8 this action to the date of this Order. Each Party agrees to bear its own costs and
9 expenses, including, without limitation, attorneys’ fees.

10 4. Entry of this Order is in the public interest.

11 **DEFINITIONS**

12 5. The following definitions apply to this Order:

- 13 a. “**Affected Consumer**” includes any borrower to whom
14 Defendant extended a Subject Loan during the Relevant Period.
- 15 b. “**APR**” means annual percentage rate, or the cost of credit,
16 expressed as a yearly rate, that relates the amount and timing of
17 value received by the consumer to the amount and timing of
18 payments made, and is calculated as set forth in 12 C.F.R.
19 § 1026.22(a)(1).
- 20 c. “**Assisting Others**” includes, but is not limited to:
21 i. providing names of, or assisting in the generation of,
22 potential customers; and
23 ii. performing marketing, billing, payment, administrative,
24 customer, or collection services of any kind.
- 25 d. “**Board**” means Defendant’s duly elected and acting Board of
26 Managers.

- 1 e. **“Defendant”** means LendUp Loans, LLC, f/k/a Flurish, Inc.,
2 d/b/a LendUp, and its successors and assigns.
- 3 f. **“Effective Date”** means the date on which the Order is entered by
4 the Court.
- 5 g. **“LendUp Ladder”** means Defendant’s tiered borrower-incentive
6 or loyalty program or system, which included some or all of the
7 following levels: “Silver,” “Gold,” “Platinum,” and “Prime.”
- 8 h. **“Regional Director”** means the Regional Director for the West
9 Region for the Office of Supervision for the Consumer Financial
10 Protection Bureau, or his or her delegate.
- 11 i. **“Related Consumer Action”** means a private action by or on
12 behalf of one or more consumers or an enforcement action by
13 another governmental agency brought against Defendant based on
14 substantially the same facts as described in the Complaint.
- 15 j. **“Relevant Period”** includes the period from October 1, 2016, to
16 when LendUp ceased originating loans.
- 17 k. **“Subject Loan”** means a loan where Defendant:
18 i. charged a borrower the same APR that Defendant charged
19 that borrower for a loan of identical amount and duration
20 extended to that borrower at a lower LendUp Ladder level;
21 ii. charged a borrower the same APR that Defendant charged
22 that borrower for a smaller loan of the same duration
23 extended to that borrower at a lower LendUp Ladder level;
24 iii. charged a borrower a higher APR than Defendant charged
25 that borrower for a loan of identical amount and duration
26 extended to that borrower at a lower LendUp Ladder level;

- 1 iv. charged a borrower a higher APR than Defendant charged
2 that borrower for a smaller loan of the same duration
3 extended to that borrower at a lower LendUp Ladder level;
4 or
5 v. extended a loan to a borrower for the maximum loan amount
6 that Defendant offered to that borrower at the time of the
7 loan, and that amount was lower than an amount that
8 Defendant had previously extended to that borrower.

9 **CONDUCT PROVISIONS**

10 **I**

11 **Prohibition on Lending Activities**

12 **IT IS ORDERED** that:

- 13 6. Defendant, whether acting directly or indirectly, is permanently
14 restrained from:
15 a. advertising, marketing, promoting, offering for sale, selling, or
16 providing any extension of credit;
17 b. receiving any remuneration or other consideration from, or
18 holding any ownership interest in, any person engaged in
19 advertising, marketing, promoting, offering for sale, selling, or
20 providing any extension of credit; and
21 c. Assisting Others in (a) or (b).

22 Nothing in this Order shall be read as an exception to this Paragraph.

23 **II**

24 **Prohibition on Collecting on, Selling, or Assigning Subject Loans**

25 **IT IS FURTHER ORDERED** that:

- 26 7. Defendant and its officers, agents, servants, employees, and
27 attorneys, and all other persons in active concert or participation with them who

1 have actual notice of this Order, whether acting directly or indirectly, are
2 permanently restrained from—and permanently restrained from Assisting Others
3 in—attempts to enforce or collect on any Subject Loan, including but not
4 limited to making any request for payment on any Subject Loan and initiating or
5 maintaining any collection action on any Subject Loan.

6 8. Defendant and its officers, agents, servants, employees, and
7 attorneys, and all other persons in active concert or participation with them who
8 have actual notice of this Order, whether acting directly or indirectly, are
9 permanently restrained from—and permanently restrained from Assisting Others
10 in—selling or assigning, or attempting to sell or assign, any Subject Loan.

11 **III**

12 **Prohibition on Misrepresentations**

13 **IT IS FURTHER ORDERED** that:

14 9. Defendant and its officers, agents, servants, employees, and
15 attorneys, and all other persons in active concert or participation with them who
16 have actual notice of this Order, whether acting directly or indirectly, in
17 connection with the advertising, marketing, promotion, offering for sale, or sale
18 of credit, or the collection of consumer debt, may not misrepresent, and may not
19 Assist Others in misrepresenting, expressly or impliedly, any fact material to
20 consumers, including any material restrictions, limitations, or conditions of such
21 credit or debt and the benefits or costs of borrowing.

22 **IV**

23 **Prohibition on Violations of Federal Consumer Financial Law**

24 **IT IS FURTHER ORDERED** that:

25 10. Defendant and its officers, agents, servants, employees, and
26 attorneys, and all other persons in active concert or participation with them who
27 have actual notice of this Order, whether acting directly or indirectly, may not
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1 violate §§ 1031 and 1036 of the CFPA, 12 U.S.C. §§ 5531, 5536, the Equal Credit
2 Opportunity Act (ECOA), 15 U.S.C. §§ 1691–1691f, and Regulation B, 12 C.F.R.
3 § 1002.9(a)–(b), or any other provision of “Federal consumer financial law,” as
4 defined by 12 U.S.C. § 5481(14).

5 **V**

6 **Customer Information**

7 **IT IS FURTHER ORDERED** that:

8 11. Defendant and its officers, agents, servants, employees, and attorneys
9 and all other Persons in active concert or participation with any of them, who
10 receive actual notice of this Order, whether acting directly or indirectly, may not:

- 11 a. disclose, use, or benefit from customer information, including
12 names, addresses, telephone numbers, email addresses, social
13 security numbers, other identifying information, or any data that
14 enables access to a customer’s account (including a credit card,
15 bank account, or other financial account), that Defendant obtained
16 before the Effective Date in connection with the offering or
17 provision of credit;
- 18 b. attempt to sell, assign, or otherwise transfer any right to collect
19 payment on any Subject Loan.

20 *However*, customer information may be disclosed if requested by a
21 government agency or required by law, regulation, or court order.
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MONETARY PROVISIONS

VI

Order to Pay Redress

IT IS FURTHER ORDERED that:

12. A judgment for monetary relief is entered in favor of the Bureau and against Defendant in the amount of \$40,500,000, for the purpose of providing redress to Affected Consumers in the amount of the finance charges paid in connection with Subject Loans; however, full payment of this judgment will be suspended upon satisfaction of the obligations in Paragraphs 17 through 19 of Section VIII and Paragraphs 21 through 23 of Section IX and subject to Section VII of this Consent Order.

13. With regard to any redress that Defendant pays under this Section, if Defendant receives, directly or indirectly, any reimbursement or indemnification from any source, including but not limited to payment made under any insurance policy, or if Defendant secures a tax deduction or tax credit with regard to any federal, state, or local tax, Defendant must: (a) immediately notify the Regional Director in writing, and (b) within ten (10) days of receiving the funds or monetary benefit, Defendant must transfer to the Bureau the full amount of such funds or monetary benefit (Additional Payment) to the Bureau or to the Bureau's agent according to the Bureau's wiring instructions. After the Bureau receives the Additional Payment, the amount of the suspended judgment referenced in Paragraph 12 will be reduced by the amount of the Additional Payment and the Additional Payment will be applied toward satisfaction of the monetary judgment entered in Paragraph 12.

14. Any funds received by the Bureau in satisfaction of this judgment will be deposited into a fund or funds administered by the Bureau or the Bureau's agent according to applicable statutes and regulations to be used for redress for

1 injured consumers, including, but not limited to, refund of moneys, restitution,
2 damages or other monetary relief, and for any attendant expenses for the
3 administration of any such redress.

4 15. If the Bureau determines, in its sole discretion, that providing redress
5 to consumers is wholly or partially impracticable or if funds remain after the
6 administration of redress is completed, the Bureau will deposit any remaining
7 funds in the U.S. Treasury as disgorgement. Defendant will have no right to
8 challenge the Bureau's choice of remedies under this Section and will have no
9 right to contest the manner of distribution chosen by the Bureau.

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

12 VII

13 **Effect of Misrepresentation or Omission Regarding Financial** 14 **Condition**

15 **IT IS FURTHER ORDERED** that:

16 17. The suspension of the monetary judgment entered in Section VI of
17 this Order is expressly premised on the truthfulness, accuracy, and completeness
18 of Defendant's financial statements and supporting documents submitted to the
19 Bureau on or about July 16, 2021, August 20, 2021, and November 29, 2021,
20 which Defendant asserts are truthful, accurate, and complete, and which include:

- 21 a. Defendant's July 16, 2021 letter and its attachments, including
22 Defendant's Consolidated Balance Sheet for December 1, 2020,
23 through May 31, 2021, submitted to the Bureau on or about July
24 16, 2021;
- 25 b. Defendant's Consolidated Balance Sheet and Consolidated Profit &
26 Loss Statement for May 1, 2020, through July 31, 2021, submitted
27 to the Bureau on or about August 20, 2021; and

1 c. Defendant's Consolidated Balance Sheet and Consolidated Profit &
2 Loss Statement for August 1, 2021, through October 31, 2021,
3 submitted to the Bureau on or about November 29, 2021.

4 18. If upon motion by the Bureau, the Court determines that Defendant
5 has failed to disclose any material asset or that any of its financial statements
6 contain any material misrepresentation or omission, including materially
7 misstating the value of any asset, the Court shall terminate the suspension of the
8 monetary judgment entered in Section VI and without further adjudication, shall
9 reinstate the monetary judgment, and the full judgment of \$40,500,000 shall be
10 immediately due and payable.

11 19. If the Court terminates the suspension of the monetary judgment
12 under this Section, the Bureau will be entitled to interest on the judgment,
13 computed from the date of entry of this Order, at the rate prescribed by 28 U.S.C.
14 § 1961, as amended, on any outstanding amounts not paid.

15 20. Provided, however, that in all other respects this Order shall remain
16 in full force and effect unless otherwise ordered by the Court; and, provided
17 further, that proceedings instituted under this provision would be in addition to,
18 and not in lieu of any other civil or criminal remedies as may be provided by law,
19 including any other proceedings that the Bureau may initiate to enforce this
20 Order.

21 VIII

22 Order to Pay Civil Money Penalty

23 **IT IS FURTHER ORDERED** that:

24 21. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the
25 violations of law alleged in the Complaint and continuing until the Effective Date,
26 and taking into account the factors in 12 U.S.C. § 5565(c)(3), Defendant must pay
27 a civil money penalty of \$100,000 to the Bureau. This penalty is based on

1 Defendant's limited ability to pay as attested to in its financial statements listed
2 in Section VII above.

3 22. Within 10 days of the Effective Date, Defendant must pay the civil
4 money penalty by wire transfer to the Bureau or to the Bureau's agent in
5 compliance with the Bureau's wiring instructions.

6 23. The civil money penalty paid under this Order will be deposited in the
7 Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C.
8 § 5497(d).

9 24. Defendant must treat the civil money penalty paid under this Order
10 as a penalty paid to the government for all purposes. Regardless of how the
11 Bureau ultimately uses those funds, Defendant may not:

- 12 a. claim, assert, or apply for a tax deduction, tax credit, or any other
13 tax benefit for any civil money penalty paid under this Order; or
14 b. seek or accept, directly or indirectly, reimbursement or
15 indemnification from any source, including but not limited to
16 payment made under any insurance policy, with regard to any civil
17 money penalty paid under this Order.

18 IX

19 Additional Monetary Provisions

20 **IT IS FURTHER ORDERED** that:

21 25. In the event of any default on Defendant's obligations to make
22 payment under this Order, interest, computed under 28 U.S.C. § 1961, as
23 amended, will accrue on any outstanding amounts not paid from the date of
24 default to the date of payment, and will immediately become due and payable.

25 26. Defendant relinquishes all dominion, control, and title to the funds
26 paid under this Order to the fullest extent permitted by law and no part of the
27 funds may be returned to Defendant.

1 27. Under 31 U.S.C. § 7701, Defendant, unless it already has done so,
2 must furnish to the Bureau its taxpayer-identification number, which may be
3 used for purposes of collecting and reporting on any delinquent amount arising
4 out of this Order.

5 28. The facts alleged in the Complaint will be taken as true and be given
6 collateral estoppel effect, without further proof, in any proceeding based on the
7 entry of the Order, or in any subsequent civil litigation by or on behalf of the
8 Bureau, including in a proceeding to enforce its rights to any payment or
9 monetary judgment under this Order, such as a nondischargeability complaint in
10 any bankruptcy case.

11 29. The facts alleged in the Complaint establish all elements necessary to
12 sustain an action by the Bureau under § 523(a)(2)(A) of the Bankruptcy Code, 11
13 U.S.C. § 523(a)(2)(A), and for such purposes this Order will have collateral
14 estoppel effect against Defendant, even in Defendant's capacity as debtor-in-
15 possession.

16 30. Within 30 days of the entry of a final judgment, order, or settlement
17 in a Related Consumer Action, Defendant must notify the Regional Director of
18 the final judgment, order, or settlement in writing. That notification must
19 indicate the amount of redress, if any, that Defendant paid or is required to pay to
20 consumers and describe the consumers or classes of consumers to whom that
21 redress has been or will be paid. To preserve the deterrent effect of the civil
22 money penalty in any Related Consumer Action, Defendant may not argue that
23 Defendant is entitled to, nor may Defendant benefit by, any offset or reduction of
24 any monetary remedies imposed in the Related Consumer Action because of the
25 civil money penalty paid in this action or because of any payment that the Bureau
26 makes from the Civil Penalty Fund. If the court in any Related Consumer Action
27 offsets or otherwise reduces the amount of compensatory monetary remedies

1 imposed against Defendant based on the civil money penalty paid in this action
2 or based on any payment that the Bureau makes from the Civil Penalty Fund,
3 Defendant must, within 30 days after entry of a final order granting such offset or
4 reduction, notify the Bureau and pay the amount of the offset or reduction to the
5 U.S. Treasury. Such a payment will not be considered an additional civil money
6 penalty and will not change the amount of the civil money penalty imposed in
7 this action.

8 **COMPLIANCE PROVISIONS**

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10 31. Defendant anticipates that it will file a certificate of dissolution within
11 90 days of the Effective Date of this Order and will have no successors or assigns.
12 All continuing obligations under Paragraphs 32 through 49 of Sections X through
13 XV shall be extinguished upon Defendant's submission to the Bureau of a
14 declaration under penalty of perjury that Defendant has dissolved with an
15 attached authenticated certificate of dissolution, unless a determination is made
16 by this Court that one or more persons is a successor or assign of Defendant
17 subsequent to Defendant's dissolution. With respect to Paragraphs 32 through 49
18 of Sections X through XV, Defendant must comply with applicable provisions of
19 Paragraphs 32, 33, 36, 37, 39, 40, and 45 before Defendant may file a certificate
20 of dissolution.

21 **X**

22 **Reporting Requirements**

23 32. Defendant must notify the Bureau of any development that may affect
24 compliance obligations arising under this Order, including but not limited to, a
25 dissolution, assignment, sale, merger, or other action that would result in the
26 emergence of a successor company; the creation or dissolution of a subsidiary,
27 parent, or affiliate that engages in any acts or practices subject to this Order; the

1 filing of any bankruptcy or insolvency proceeding by or against Defendant; or a
2 change in Defendant's name or address. Defendant must provide this notice at
3 least 30 days before the development or as soon as practicable after learning
4 about the development, whichever is sooner.

5 33. Within 7 days of the Effective Date, Defendant must:

- 6 a. designate at least one telephone number and email, physical, and
7 postal addresses as points of contact that the Bureau may use to
8 communicate with Defendant;
- 9 b. identify all businesses for which Defendant is the majority owner,
10 or that Defendant directly or indirectly controls, by all of their
11 names, telephone numbers, and physical, postal, email, and
12 Internet addresses; and
- 13 c. describe the activities of each such business, including the
14 products and services offered, and the means of advertising,
15 marketing, and sales.

16 34. Defendant must report any change in the information required to be
17 submitted under Paragraph 32 at least 30 days before the change or as soon as
18 practicable after learning about the change, whichever is sooner.

19 35. Within 90 days of the Effective Date, and again one year after the
20 Effective Date, Defendant must submit to the Regional Director an accurate
21 written compliance progress report (Compliance Report) that has been approved
22 by and sworn to under penalty of perjury by the Board, which, at a minimum:

- 23 a. lists each applicable paragraph and subparagraph of this Order
24 and describes in detail the manner and form in which Defendant
25 has complied with each such paragraph and subparagraph of this
26 Order; and

1 b. attaches a copy of each Order Acknowledgment obtained under
2 Section XI, unless previously submitted to the Bureau.

3 **XI**

4 **Order Distribution and Acknowledgment**

5 **IT IS FURTHER ORDERED** that:

6 36. Within 7 days of the Effective Date, Defendant must submit to the
7 Regional Director an acknowledgment of receipt of this Order, sworn under
8 penalty of perjury.

9 37. Within 30 days of the Effective Date, Defendant must deliver a copy
10 of this Order to each of its board members and executive officers, as well as to
11 any managers, employees, service providers, or other agents and representatives
12 who have responsibilities related to the subject matter of the Order.

13 38. For 5 years from the Effective Date, Defendant must deliver a copy of
14 this Order to any business entity resulting from any change in structure referred
15 to in Section VII, any future board members and executive officers, as well as to
16 any managers, employees, Service Providers, or other agents and representatives
17 who will have responsibilities related to the subject matter of the Order before
18 they assume their responsibilities.

19 39. Defendant must secure a signed and dated statement acknowledging
20 receipt of a copy of this Order, ensuring that any electronic signatures comply
21 with the requirements of the E-Sign Act, 15 U.S.C. §§ 7001-7006, within 30 days
22 of delivery, from all persons receiving a copy of this Order under this Section.

23 40. Within 90 days of the Effective Date, Defendant must provide the
24 Bureau with a list of all persons and their titles to whom this Order was delivered
25 through that date under Paragraphs 35 and 36 and a copy of all signed and dated
26 statements acknowledging receipt of this Order under Paragraph 38.

XII

Recordkeeping

IT IS FURTHER ORDERED that:

41. Defendant must create, for at least 5 years from the Effective Date, all documents and records necessary to demonstrate full compliance with each provision of this Order, including all submissions to the Bureau. Defendant must retain these documents for at least 5 years after creation and make them available to the Bureau upon the Bureau's request.

42. Defendant must maintain, for at least 5 years from the Effective Date or 5 years after creation, whichever is longer:

- a. copies of all sales scripts; training materials; advertisements; websites; and other marketing materials, including any such materials used by a third party on Defendant's behalf;
- b. documents sufficient to demonstrate the experience of consumers on each materially different version of each website on which Defendant, 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; and
- c. for each Affected Consumer, the information specified in Paragraph 44.

Defendant must make these materials available to the Bureau upon the Bureau's request.

XIII

Notices

IT IS FURTHER ORDERED that:

43. Unless otherwise directed in writing by the Bureau, Defendant must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, “*CFPB v. LendUp Loans, LLC*, Case No. 3:21-cv-06945-JSC,” and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

Regional Director, Bureau West Region
Consumer Financial Protection Bureau
301 Howard Street, Suite 1200
San Francisco, CA 94105

XIV

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

44. Defendant must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer.

45. Within 30 days of the Effective Date, for all loans originated by Defendant on or after February 1, 2020, Defendant must provide the following information in tab-delimited text files:

- a. unique loan identification number;
- b. unique borrower identification number;
- c. borrower’s last name;
- d. borrower’s first name;
- e. borrower’s middle name;

- 1 f. borrower's address;
- 2 g. LendUp Ladder level at origination (e.g., Silver, Gold, Platinum,
- 3 Prime);
- 4 h. borrower's LendUp Ladder incentive-points total at origination;
- 5 i. origination date;
- 6 j. whether the loan was a single-payment or installment loan;
- 7 k. duration of loan at origination;
- 8 l. scheduled payoff date at origination;
- 9 m. principal amount at origination;
- 10 n. finance charge at origination;
- 11 o. APR at origination;
- 12 p. loan status (e.g., paid off, delinquent, etc.);
- 13 q. whether the loan was modified;
- 14 r. outstanding principal balance, if applicable;
- 15 s. current payoff amount, if applicable; and
- 16 t. date loan was paid off, if applicable.

17 46. Defendant must provide additional information in its or its agents'
18 possession or control to assist the Bureau in determining the identity or location
19 of, or the amount of the finance charge paid by, any consumer who may have
20 obtained a loan from Defendant during the Relevant Period (including, but not
21 limited to any of the information specified in Paragraph 44) within 14 days of
22 receiving a written request from the Bureau.

1 **XV**

2 **Compliance Monitoring**

3 **IT IS FURTHER ORDERED** that, to monitor Defendant's compliance with
4 this Order, including the financial representations upon which the judgment of
5 redress was suspended:

6 47. Within 14 days of receipt of a written request from the Bureau,
7 Defendant must submit additional compliance reports or other requested
8 information, which must be sworn under penalty of perjury; provide sworn
9 testimony; or produce documents.

10 48. Defendant must permit Bureau representatives to interview any
11 employee or other person affiliated with Defendant who has agreed to such an
12 interview regarding: (a) this matter; (b) anything related to or associated with the
13 conduct described the Complaint; or (c) compliance with this Order. The person
14 interviewed may have counsel present.

15 49. Nothing in this Order will limit the Bureau's lawful use of compulsory
16 process, under 12 C.F.R. § 1080.6.

17 **XVI**

18 50. Should Defendant seek to transfer or assign all or part of its
19 operations that are subject to this Order, Defendant must, as a condition of sale,
20 obtain the written agreement of the transferee or assignee to comply with all
21 applicable provisions of this Order.

22 **XVII**

23 **Release**

24 51. The Bureau releases and discharges Defendant from all potential
25 liability for violations of law that the Bureau has or might have asserted based on
26 the practices described in the Complaint, to the extent such practices occurred
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1 before the Effective Date and the Bureau knows about them as of the Effective
2 Date. The Bureau may use the practices described in the Complaint in future
3 enforcement actions against Defendant and its affiliates, including, without
4 limitation, to establish a pattern or practice of violations or the continuation of a
5 pattern or practice of violations or to calculate the amount of any penalty. This
6 release does not preclude or affect any right of the Bureau to determine and
7 ensure compliance with this Order, or to seek penalties for any violation of this
8 Order.

9 **XVIII**

10 **Retention of Jurisdiction**

11 **IT IS FURTHER ORDERED** that:

12 52. The Court will retain jurisdiction of this matter for the purpose of
13 enforcing this Order.

14
15 **IT IS SO ORDERED.**

16
17 DATED this ____ day of _____, 20__.

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21 _____
22 United States District Judge
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