

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

ADMINISTRATIVE PROCEEDING
File No. 2022-CFPB-0012

In the Matter of:

Servicio UniTeller, Inc.

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) has reviewed the remittance transfer activities of Servicio UniTeller, Inc. (Respondent, as defined below) and has identified violations of the Electronic Fund Transfer Act (EFTA), 15 U.S.C. § 1693 *et seq.*, and its implementing Regulation E, 12 C.F.R. Part 1005, Subpart B (known as the Remittance Rule) and of 12 U.S.C. § 5536(a)(1)(A) of the Consumer Financial Protection Act of 2010 (CFPA). Under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

I.

Jurisdiction

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565 and § 918 of the EFTA, 15 U.S.C. § 1693o.

II.

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated December 21, 2022 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

III.

Definitions

3. The following definitions apply to this Consent Order:

- a. “Affected Consumer” means any consumer (i) for whom Respondent failed to make requested remittance-transfer funds available by the date of availability in the receipt or combined disclosure, as applicable; (ii) who submitted a notice of error about the remittance-transfer; and (iii) who has not otherwise received a refund of the fees or taxes from the Respondent imposed on the remittance-transfer.
- b. “Board” means Respondent’s duly-elected and acting Board of Directors or a designated committee thereof.
- c. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- d. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his or her delegate.
- e. “Regional Director” means the Regional Director for the Northeast Region for the Office of Supervision for the Consumer Financial Protection Bureau, or his or her delegate.
- f. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another

governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.

- g. “Respondent” means Servicio UniTeller, Inc., and its successors and assigns.

IV.

Bureau Findings and Conclusions

The Bureau finds the following:

4. Respondent is a nonbank New Jersey corporation with its principal place of business in Rochelle Park, New Jersey, and is a subsidiary of Mexican company Grupo Financiero Banorte. Respondent offers and provides to consumers international money transfers, including remittance transfers.
5. Respondent is licensed in or operates in at least 48 states and the District of Columbia and sends remittance transfers to recipients in more than 70 countries. Respondent maintains a distribution network of more than 200,000 locations worldwide.
6. Respondent’s remittance transfers involve transmitting funds and constitute payment services. These services are offered to consumers primarily for personal, family, or household purposes. The services are therefore

“consumer financial product[s] or service[s]” under the CFPA. 12 U.S.C. §§ 5481(6), (15)(A)(iv), (15)(A)(vii).

7. Respondent is a remittance-transfer provider under EFTA and Regulation E because it provides remittance transfers for consumers in the normal course of businesses. 15 U.S.C. § 1693o-1(g)(3); 12 C.F.R. § 1005.30(f).

8. In 2010, EFTA was amended by adding § 919 to create a comprehensive system of consumer protections for remittance transfers sent by consumers in the United States to individuals and businesses in foreign countries.

Section 919 includes a number of requirements related to remittance transfers, including that:

- a. remittance-transfer providers must disclose the amount to be received and other information both before and at the time the consumer pays for the transfer, 15 U.S.C. § 1693o-1(a)(1) & (2);
- b. consumers have certain rights regarding cancellation and refunds, 15 U.S.C. § 1693o-1(d);
- c. remittance transfer providers must investigate disputes and remedy errors regarding remittances, 15 U.S.C. § 1693o-1(d); and
- d. remittance-transfer providers are liable for certain acts of their agents, 15 U.S.C. § 1630o-1(f).

9. The Bureau issued rules to implement these requirements, which became effective on October 28, 2013. These rules are known as the Remittance Rule. Respondent, as a remittance transfer provider, is subject to the requirements of EFTA and the Remittance Rule.
10. Respondent was aware of the Remittance Rule and the Rule's applicability to its remittance transfer services business, but Respondent failed to comply with several of the Remittance Rule's requirements.

Respondent Violated § 1005.33(g)(1)-(g)(2) of the Remittance Rule by Failing to Develop and Maintain Required Written Policies and Procedures for Error Resolution

11. Section 1005.33(g)(1) of the Remittance Rule requires remittance transfer providers to develop and maintain written policies and procedures designed to ensure compliance with the Rule's error resolution requirements.
12. Section 1005.33(g)(2) of the Remittance Rule requires that these written policies and procedures ensure, at minimum, the retention of any notices of error submitted by a remittance sender, any documentation provided by the sender to the remittance transfer provider with respect to the alleged error, and the provider's findings.
13. Section 1005.33(a)(1)(i)-(v) of the Remittance Rule covers five types of "transfers or inquiries" that fall within the definition of "error" in this section. This definition includes the inquiries set forth in § 1005.33(a)(1)(v),

which, as described in that provision, are requests by the sender “for documentation required by § 1005.31 or for additional information or clarification concerning a remittance transfer, including a request a sender makes to determine whether an error exists.”

14. Until at least September 2019, Respondent’s written policies and procedures did not instruct or explain to employees how to follow the Remittance Rule’s error resolution procedures, and did not identify which employees were responsible for error resolution requirements—including conducting investigations, notifying consumers, and keeping records.
15. Until at least April 2020, Respondent did not maintain written policies and procedures designed to ensure compliance with the Remittance Rule’s specific document retention requirements.
16. Until at least June 2021, Respondent’s written policies and procedures provided an incomplete definition of “error” under the Rule because those policies and procedures did not define “error” to include those “request[s] for documentation . . . or for additional information or clarification.” 12 C.F.R. § 1005.33(a)(1)(v).
17. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. § 1005.33(g)(1)-(g)(2).

Respondent Violated §§ 1005.13(b)(1) and 1005.33(g)(2) of Regulation E by Failing to Retain Evidence Demonstrating Compliance with the Remittance Rule’s Error-Resolution Requirements

18. Section 1005.33 of the Remittance Rule requires remittance transfer providers to follow specific procedures to investigate and report on errors, including:
 - a. a remittance transfer provider must investigate promptly and determine whether an error occurred in response to a consumer’s properly asserted error notice, 12 C.F.R. § 1005.33(c)(1);
 - b. within three business days of completing an error investigation, a remittance transfer provider must report the results of the investigation to the sender, 12 C.F.R. § 1005.33(c)(1); and
 - c. when a remittance transfer provider reports the results of an investigation to the sender, the provider must include notice of remedies available for correcting any error that the provider determines has occurred, 12 C.F.R. § 1005.33(c)(1).

19. Section 1005.33 of the Remittance Rule also includes specific requirements that apply if a remittance transfer provider determines that an “error” occurred, as well as requirements if the provider determines that “no error” occurred, including:

- a. in the case of an error determination, a remittance provider generally must either refund the amount of funds provided by the sender which was not properly transmitted or make available to the designated recipient, without additional cost to the sender or to the designated recipient, the amount appropriate to resolve the error as a remedy for the error, 12 C.F.R. § 1005.33(c)(2); and
- b. if a remittance transfer provider’s investigation determines “no error” or finds an error “different” from the one alleged, the remittance transfer provider must provide a written explanation of the findings regarding the notice of error, addressing the specific complaint, and noting the sender’s right to request the documents on which the remittance provider relied in making its determination, 12 C.F.R. § 1005.33(d)(1).

20. Section 1005.33(g)(2) of the Remittance Rule also requires remittance transfer providers to follow specific record retention procedures, including at a minimum, retention of:

- a. any notices of error submitted by a sender;
- b. documentation related to the error submitted by the sender; and
- c. the providers’ findings regarding the investigation of the error.

21. Section § 1005.33(g)(2), which incorporates the record retention requirements under Section 1005.13(b)(1), requires a remittance transfer provider to retain evidence of compliance with the Remittance Rule’s error resolution requirements for at least two years. A provider must retain evidence demonstrating that its procedures reasonably ensure the consumers’ receipt of required disclosures and documentation.
22. Until at least September 2020, Respondent’s records did not distinguish “notices of error” from other customer complaints, and therefore did not identify whether a sender’s inquiry was a “notice of error” under the Remittance Rule.
23. Respondent also failed to retain evidence pursuant to 12 C.F.R. §§ 1005.13(b)(1) and 1005.33(g)(2) in a way that demonstrated compliance with the requirements of 12 C.F.R. § 1005.33, including:
 - a. failure to retain evidence demonstrating that Respondent reported the results of the investigation to the sender within three business days of completing an error investigation;
 - b. failure to retain evidence demonstrating that Respondent notified the sender of available remedies in the event an error occurred;

- c. failure to retain evidence demonstrating whether and how the remittance sender instructed Respondent to either refund the transfer or have the transfer resent as a remedy for the error;
- d. failure to retain evidence demonstrating whether Respondent informed the sender of its error investigation findings orally or in writing;
- e. failure to retain evidence demonstrating that, in the event Respondent determined there was “no error” or an error “different” from the one alleged, Respondent provided a written explanation of the findings regarding the notice of error, addressing the specific complaint, and noting the sender’s right to request the documents on which Respondent relied in making its determination; and
- f. failure to retain evidence demonstrating that Respondent retained all notices of error submitted by a sender; documentation related to the error submitted by the sender; and Respondent’s findings related to the resolution.

24. Therefore, Respondent violated 12 C.F.R. §§ 1005.13(b)(1) and 1005.33(g)(2).

Respondent Violated §§ 1005.31(b)(1)(i) and (b)(2)(i) of the Remittance Rule and § 1693o-1(a)(1) of EFTA by Issuing Disclosures Which Did Not Use the Term “Transfer Amount” or a “Substantially Similar” Term

25. Section 1693o-1(a)(1) of EFTA provides that “remittance transfer provider shall make disclosures as required . . . in accordance with rules prescribed by the Bureau.”
26. Sections 1005.31(b)(1)(i) and (b)(2)(i) of the Remittance Rule require that remittance transfer prepayment disclosures and receipts disclose to the sender the amount that will be transferred to the designated recipient, in the currency in which the remittance transfer is funded, using the term “transfer amount” or a substantially similar term.
27. Until at least June 2021, some of Respondent’s prepayment disclosures and receipts, including disclosures and receipts from its agents, used the term “net amount” to indicate the amount to be transferred to the designated recipient. “Net amount” is neither the term “transfer amount” nor a substantially similar term.
28. Section 1005.35 of the Remittance Rule provides that “[a] remittance transfer provider is liable for any violation . . . by an agent when such agent acts for the provider.”
29. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. §§ 1005.31(b)(1)(i) and (b)(2)(i), and EFTA, 15 U.S.C. § 1693o-1(a)(1).

Respondent Violated § 1005.31(c)(3) of the Remittance Rule and § 1693o-1(a)(1) of EFTA By Failing to Use Minimum Font Size in Disclosures

30. Section 1693o-1(a)(1) of EFTA provides that “remittance transfer provider shall make disclosures as required . . . in accordance with rules prescribed by the Bureau.”
31. Section 1005.31(c)(3) of the Remittance Rule requires a remittance transfer provider’s written disclosures and receipts to disclose certain terms and information in at least “eight-point font.”
32. From 2018 through at least 2021, more than 1,000 versions of disclosure exemplars or templates used by Respondent or by Respondent’s agents disclosed some required terms in a font size smaller than eight point.
33. Section 1005.35 of the Remittance Rule provides that “[a] remittance transfer provider is liable for any violation . . . by an agent when such agent acts for the provider.”
34. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. § 1005.31(c)(3), and EFTA, 15 U.S.C. § 1693o-1(a)(1).

Respondent Violated §§ 1005.31(b)(2)(ii) and (f) of the Remittance Rule, and § 1693o-1(a)(1) and (a)(2)(B)(i)(II) of EFTA by Failing to Accurately Disclose the Date of Funds Availability

35. Section 1693o-1(a)(1) of EFTA provides that “remittance transfer provider shall make disclosures as required . . . in accordance with rules prescribed by the Bureau.”
36. Section 1005.31(f) of the Remittance Rule requires a remittance transfer provider to send “accurate” disclosures, receipts, and combined disclosures to a sender when the sender makes payment for the transfer.
37. Section 1693o-1(a)(2)(B)(i)(II) of EFTA provides that a “remittance transfer provider shall provide . . . a receipt showing— . . . the promised date of delivery to the designated recipient.”
38. Section 1005.31(b)(2)(ii) of the Remittance Rule further requires remittance transfer provider to disclose the date in the foreign country on which funds will be available to the designated recipient, using the term “Date Available” or a substantially similar term. To comply, the provider does not need to state the exact date on which funds will be available, but may disclose the latest date on which the funds will be available.
39. Until at least 2020, Respondent disclosed inaccurate “date available” information on some disclosures.
40. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. §§ 1005.31(b)(2)(ii) and (f), and EFTA, 15 U.S.C. §§ 1693o-1(a)(1) and (a)(2)(B)(i)(II).

Respondent Violated § 1005.31(f) of the Remittance Rule and §§ 1693o-1(a)(1) and (a)(2)(B)(ii)(I) of EFTA by Failing to Accurately Disclose Sender’s Cancellation Rights

41. Section 1693o-1(a)(1) of EFTA provides that a “remittance transfer provider shall make disclosures as required . . . in accordance with rules prescribed by the Bureau.”
42. Section 1005.31(f) of the Remittance Rule requires a remittance transfer provider to send “accurate” disclosures, receipts, and combined disclosures to a sender when the sender makes payment for the transfer.
43. Section 1693o-1(a)(2)(B)(ii)(I) of EFTA requires remittance transfer providers to disclose a statement containing “information about the rights of the sender . . . regarding the resolution of errors.”
44. Section 1005.34(a) of the Remittance Rule requires a remittance transfer provider to comply with a sender’s “oral or written request” to cancel a transfer that is received within 30 minutes, so long as other not pertinent conditions are met.
45. Until at least June 2021, some of Respondent’s disclosure statements inaccurately omitted the consumer’s right under the Remittance Rule to make an “oral” cancellation, instead typically disclosing guidance such as “refunds . . . will be made upon written request of the sender.”

46. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. § 1005.31(f), and EFTA, 15 U.S.C. §§ 1693o-1(a)(1) and (a)(2)(B)(ii)(I).

Respondent Violated § 1005.33(c)(2)(ii) of the Remittance Rule and § 1693o-1(d) of EFTA by Failing to Refund Certain Fees

47. Section 1693o-1(d) of EFTA provides error resolution requirements, including that, after receiving an error notification from a sender, “the remittance transfer provider shall resolve the error pursuant to [EFTA] and investigate the reason for the error,” 15 U.S.C. § 1693o-1(d)(1)(A), and that “the Bureau shall establish, by rule . . . , clear and appropriate standards for remittance transfer providers with respect to error resolution relating to remittance transfers, to protect senders from such errors,” 15 U.S.C. § 1693o-1(d)(2). A failure to resolve an error pursuant to the Remittance Rule is therefore a failure to “resolve the error” consistent with § 1693o-1(d) of EFTA.
48. When a consumer asserts an error under the Remittance Rule because the remittance transfer provider failed to make funds available to the designated recipient by the availability date in the receipt, § 1005.33(c)(2)(ii) of the Rule generally requires the provider to refund “any fees imposed” as well as taxes on the transfer.

49. From 2018 through at least 2020, Respondent did not refund fees or taxes in at least 3,154 instances where a sender properly submitted an error notice alleging a date of availability error and Respondent determined that such an error occurred.
50. Therefore, Respondent violated the Remittance Rule, 12 C.F.R. § 1005.33(c)(2)(ii), and EFTA, 15 U.S.C. § 1693o-1(d).

**Respondent’s Violations of the Remittance Rule and EFTA are also
Violations of § 5536(a)(1)(A) of the CFPA**

51. Section 1036(a)(1)(A) of the CFPA prohibits covered persons from offering or providing consumer-financial products or services that are not in conformity with “Federal consumer financial law.” 12 U.S.C. § 5536(a)(1)(A).
52. Regulation E is a “Federal consumer financial law.” 12 U.S.C. § 5481(14); 12 C.F.R. § 1005.1(a).
53. EFTA is an “enumerated consumer law” and a “Federal consumer financial law.” 12 U.S.C. § 5481 (12)(C), (14).
54. As described above in Paragraphs 11 to 50, Respondent offered or provided remittance transfers not in conformity with the Regulation E and EFTA.
55. Respondent therefore violated § 1036(a)(1)(A) of the CFPA. 12 U.S.C. § 5536(a)(1)(A).

CONDUCT PROVISIONS

V.

Prohibited Conduct

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

56. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the provision of remittance transfers, are prohibited from offering or providing remittance transfers without complying with the error-resolution requirements of EFTA, 15 U.S.C. § 1693o-1, and the Remittance Rule, 12 C.F.R. § 1005.33, including but not limited to:
- a. the requirement to develop and maintain written policies and procedures that are designed to ensure the remittance transfer provider's compliance with the Rule's error resolution requirements pursuant to 12 C.F.R. § 1005.33(g)(1);
 - b. the requirements that a remittance transfer provider must investigate promptly and determine whether an error occurred in response to a consumer's properly asserted error notice, report the results of the investigation to the sender, and when making that report to the

sender, include notice of remedies available for correcting any error that the provider determines has occurred pursuant to 12 C.F.R. § 1005.33(c)(1);

- c. the requirement to provide the sender with a written explanation if the investigation finds no error or finds an error different from the one alleged in the consumer's properly asserted error notice, pursuant to 12 C.F.R. § 1005.33(d)(1);
- d. the requirement that remittance transfer provider refund all fees imposed and taxes to a sender when the provider fails to make funds available to the designated recipient by the availability date on the receipt pursuant to 12 C.F.R. § 1005.33(c)(2)(ii)(B);
- e. the requirement—incorporating the record retention requirements of Section 1005.13(b)(1) of Regulation E—to retain evidence of compliance with the Rule's error resolution requirements, for at least two years, including retention of evidence demonstrating that its procedures reasonably ensure the consumers' receipt of required disclosures and documentation; and
- f. the requirement to identify whether a sender's request for documentation or for additional information or clarification

concerning a remittance transfer constituted an “error” under the Rule pursuant to 12 C.F.R. §§ 1005.33(a)(1)(v), (c)(1).

57. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the provision of remittance transfers are prohibited from offering or providing remittance transfers without complying with the disclosure requirements of the Remittance Rule, 12 C.F.R. § 1005.31, and of EFTA, 15 U.S.C. § 1693o-1, including but not limited to:
- a. the requirement that a remittance transfer provider send accurate disclosures, receipts, and combined disclosures to a sender when the sender makes payment for the transfer pursuant to 12 C.F.R. § 1005.31(f);
 - b. the requirement that remittance transfer prepayment disclosures, receipts, and combined disclosures comply with the font size minimum set forth by 12 C.F.R. § 1005.31(c)(3), which requires that specified terms are in at least “eight-point font” on most disclosures pursuant to 12 C.F.R. § 1005.31(c)(3);
 - c. the requirement that a remittance transfer provider shall disclose to the sender the date on which funds will be available to the designated

recipient in the foreign country, using the term “Date Available” or a substantially similar term pursuant to 15 U.S.C. § 1693o-1(a)(2)(B)(i)(II) and 12 C.F.R. § 1005.31(b)(2)(ii);

d. the requirement that remittance transfer prepayment disclosures, receipts, and combined disclosures disclose any fees imposed on the remittance transfer by the provider, in the currency in which the remittance transfer is funded, using the term “Transfer Amount” or a substantially similar term pursuant to 12 C.F.R. §§ 1005.31(b)(1)(i), (b)(2)(i), (b)(3)(i);

e. the requirement that remittance transfer providers disclose a statement to the sender containing accurate information about error resolution and cancellation rights, consistent with 12 C.F.R. § 1005.31(f) and 15 U.S.C. §§ 1693o-1(a)(1) and (a)(2)(B)(ii)(I).

Required Conduct

58. Respondent, in connection with the provision of remittance transfers, must:
- a. implement and maintain written policies and procedures designed to ensure compliance with EFTA and the Remittance Rule, including but not limited to written policies and procedures detailing the roles and responsibilities of Respondent’s officers, agents, and employees in complying with error resolution requirements;

- b. maintain a compliance management system that is designed to ensure that Respondent's operations comply with EFTA and the Remittance Rule;
- c. develop and maintain a record retention system that demonstrates compliance with EFTA and the Remittance Rule's error resolution requirements, and ensures that records are retained for the required duration of time set forth by the Remittance Rule; and
- d. conduct training and oversight of all agents, employees, and service providers that is reasonably designed to ensure compliance with EFTA and the Remittance Rule.

VI.

Compliance Plan

IT IS FURTHER ORDERED that:

- 59. Within 60 days of the Effective Date, Respondent must submit to the Regional Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondent's remittance transfer acts and practices comply with all applicable federal consumer-financial laws and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum, detailed steps for

addressing each action required by this Consent Order and specific timeframes and deadlines for implementing those steps, including, but not limited to, requirements set forth in Paragraph 58(a)-(d).

60. The Regional Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondent to revise it. If the Regional Director directs Respondent to revise the Compliance Plan, Respondent must make the revisions and resubmit the Compliance Plan to the Regional Director within 30 days.
61. After receiving notification that the Regional Director has made a determination of non-objection to the Compliance Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

VII.

Role of the Board

IT IS FURTHER ORDERED that:

62. The Board, or a committee thereof, must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the Bureau.
63. Although this Consent Order requires Respondent to submit certain documents for the review or non-objection by the Regional Director, the

Board, or a committee thereof, will have the ultimate responsibility for proper and sound management of Respondent and for ensuring that Respondent complies with the laws that the Bureau enforces, including federal consumer financial laws and this Consent Order.

64. In each instance that this Consent Order requires the Board to ensure adherence to, or perform certain obligations of Respondent, the Board, or a committee thereof, must:
- a. authorize whatever actions are necessary for Respondent to fully comply with the Consent Order;
 - b. require timely reporting by management to the Board on the status of compliance obligations; and
 - c. require timely and appropriate corrective action to remedy any material non-compliance with any failures to comply with Board directives related to this Section.

MONETARY PROVISIONS

VIII.

Order to Pay Redress

IT IS FURTHER ORDERED that:

65. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account an amount not less than \$29,664.37, for the purpose of providing redress to Affected Consumers as required by this Section.
66. Within 45 days of the Effective Date, Respondent must submit to the Regional Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Regional Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondents to revise it. If the Regional Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Regional Director within 15 days. After receiving notification that the Regional Director has made a determination of non-objection to the Redress Plan, Respondents must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.
67. The Redress Plan must, at a minimum, identify Respondent's: (i) methodology used to identify all Affected Consumers and calculate fees imposed on their remittance transfers and where applicable, taxes to be refunded to each Affected Consumer, along with a final list of all Affected Consumers and redress amounts; (ii) plan for locating Affected Consumers

and notifying them that they are entitled to refunds; (iii) method by which Respondent will refund Affected Consumers; and (iv) specific steps and deadlines for completing each step of the Redress Plan, including identification of Respondent's officers, agents, servants, employees, and attorneys responsible for the executing administration of the Redress Plan.

68. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than \$29,664.37, within 30 days of the completion of the Redress Plan, Respondent must pay to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress provided to Affected Consumers and \$29,664.37.
69. The Bureau may use these remaining funds to pay additional redress to Affected Consumers. If the Bureau determines, in its sole discretion, that additional redress is wholly or partially impracticable or otherwise inappropriate, or if funds remain after the additional redress is completed, the Bureau will deposit any remaining funds in the U.S. Treasury. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

70. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

IX.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

71. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Respondent must pay a civil money penalty of \$700,000 to the Bureau.
72. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
73. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
74. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:

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

75. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will

not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

X.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

76. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
77. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
78. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identification number, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
79. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Regional Director of the final judgment, consent order, or settlement in writing. That

notification must indicate the amount of redress, if any, that Respondent paid or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

XI.

Reporting Requirements

IT IS FURTHER ORDERED that:

80. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days before the development, but in any case no later than 14 days after the development.
81. Within 7 days of the Effective Date, Respondent must:

- a. designate at least one telephone number and email, physical, and postal addresses as points of contact, that the Bureau may use to communicate with Respondent;
 - b. identify all businesses for which Respondent is the majority owner, or that Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
 - c. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
82. Respondent must report any change in the information required to be submitted under Paragraph 81 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
83. Within one year after receiving notice of non-objection to the Compliance Plan, Respondent must submit to the Regional Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board or a committee thereof, sworn to under penalty of perjury, which, at a minimum:
- a. lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Respondent has

complied with each such paragraph and subparagraph of the Consent Order;

- b. describes in detail the manner and form in which Respondent has complied with the Compliance Plan; and
- c. attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

XII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

- 84. Within 7 days of the Effective Date, Respondent must submit to the Regional Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
- 85. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
- 86. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XI, 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.

87. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
88. Within 90 days of the Effective Date, Respondent must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under Paragraphs 85-86 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 87.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

89. Respondent must retain or create and retain, as appropriate, 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. templates of all prepayment disclosures, receipts, and combined disclosures, along with records sufficient to demonstrate the dates and locations in which each template was in use and the number of consumers who received each template; and
 - c. all consumer complaints, notices of error, and refund requests (whether received directly or indirectly, such as through a third party), determinations of error or non-error under the Remittance Rule, and any responses to those notices, complaints or requests.
90. Respondent must make the documents identified in Paragraph 89 available to the Bureau upon the Bureau's request.

XIV.

Notices

IT IS FURTHER ORDERED that:

91. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "In re Servicio UniTeller, Inc., File No. 2022-CFPB-0012" 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, Northeast Region
Consumer Financial Protection Bureau
140 East 45th Street, 4th Floor
New York, NY 10017

XV.

Compliance Monitoring

IT IS FURTHER ORDERED that:

92. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information; provide sworn testimony; or produce documents.
93. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.
94. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVI.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

95. Respondent may seek a modification to non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) by submitting a written request to the Regional Director.
96. The Regional Director may, in his or her discretion, modify any non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) if he or she determines good cause justifies the modification. Any such modification by the Regional Director must be in writing.

ADMINISTRATIVE PROVISIONS

XVII.

IT IS FURTHER ORDERED that:

97. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in Paragraph 98. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.
98. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the

practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondent and their 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.

99. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
100. This Consent Order will terminate on the later of 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent, if such action is initiated within 5 years of the Effective Date. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not appealed or upheld on appeal, then the Consent Order will terminate as

though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

101. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
102. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
103. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under §1055(c) of the CFPA, 12 U.S.C. § 5565(c).
104. In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found and Respondent may not contest that court's personal jurisdiction over Respondent.
105. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises,

representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.

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

IT IS SO ORDERED, this 22nd day of December, 2022.

Rohit Chopra

Rohit Chopra

Director

Consumer Financial Protection Bureau