

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

ADMINISTRATIVE PROCEEDING  
File No. 2024-CFPB-0002

In the matter of:

**CHIME FINANCIAL, INC.**

**CONSENT ORDER**

The Consumer Financial Protection Bureau (Bureau) has reviewed the post-closure account-refund practices of Chime Financial, Inc. (Chime or Respondent, as defined below) and has identified the following violation of law: Chime violated §§ 1031 and 1036 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531, 5536, by failing to provide refunds of balances remaining in certain accounts after closure within a reasonable amount of time. 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 CFPB, 12 U.S.C. §§ 5563 and 5565.

**II.**

**Stipulation**

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated April 30, 2024 (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 CFPB, 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 Consumers” includes consumers whose checking and savings accounts serviced by Chime were closed during the Relevant Period for reasons that, under Chime’s policies, made them automatically eligible

for a refund for the remaining balance (if greater than or equal to \$1) and for which Chime took longer than 14 days to process a refund check that it mailed to the consumer's last-known, valid address in Chime's records, and the accounts were not re-opened after closure. Affected Consumers does not include consumers who:

- i. opened the relevant accounts using synthetic or stolen identities;
  - ii. were issued refund checks within 30 days if the refund checks were returned as undeliverable;
  - iii. had their refund checks processed within 16 days of account closure if the 14<sup>th</sup> day after closure was a weekend or federal holiday;
  - iv. have released Chime from claims based on substantially the same facts as described in Section IV of this Consent Order and who, in exchange for that release, received redress greater than they would be entitled to under this Consent Order; or
  - v. were otherwise identified for exclusion in the Redress Plan that received a non-objection from the Enforcement Director.
- b. "Board" means Respondent's duly elected and acting Board of Directors.
- 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 their delegate.
- e. “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.
- f. “Relevant Period” means from January 1, 2018, to the Effective Date.
- g. “Respondent” or “Chime” means Chime Financial, Inc., and its successors and assigns.

#### **IV.**

#### **Bureau Findings and Conclusions**

The Bureau finds the following:

- 4. Chime Financial, Inc. is a financial-technology company incorporated in Delaware with its principal place of business in San Francisco.
- 5. Chime designed and services several products, the most relevant of which are a checking account and a savings account. Each product is offered and provided primarily for personal, family, or household use and is explicitly not for business use.

6. Each Chime account is held by one of two FDIC-insured banks, which Chime refers to as its “partner banks.” Chime is responsible for providing most customer service; processing consumers’ payments, which it does by contracting with a separate payment processor; and setting or applying the policies and procedures for servicing the consumers’ accounts, with the partner banks’ review and approval.
7. Chime is a “covered person” under the CFPA because it “engage[s] in deposit-taking activities” and “provide[s] payments or other financial data processing products or services to [consumers].” 12 U.S.C. § 5481(5), (6)(A), (8), (15)(A)(iv), (15)(A)(vii).
8. Chime is also a “service provider” under the CFPA because its servicing of the accounts is a “material service” to the partner banks, which are covered persons because they engage in deposit-taking activities. 12 U.S.C. § 5481(5), (6)(A), (8), (15)(A)(iv), (26)(A).
9. At times, a consumer’s account(s) may be closed. This can be initiated by the consumer or by Chime or one of its partner banks. Often, consumers have positive balances remaining in their accounts at the time that their accounts are closed and are entitled to a refund of those balances under Chime’s policies.
10. Until 2021, the consumers’ account agreements with Chime’s partner banks stated that refund checks for any remaining balances over \$1 would be

processed and mailed within 14 days. Since 2021, the account agreements have stated that refund checks for any remaining balances over \$1 would be processed within 14 days and mailed thereafter.

11. The ostensible rationale for the 14-day refund policy was that this time was required to allow all pending transactions and merchant credits on the account to clear. But in practice, pending transactions usually clear within three or four days.
12. Yet in thousands of instances, Chime took longer than 14 days from closure to issue refund checks.
13. In thousands of instances, Chime took longer than 90 days from closure to issue refund checks.
14. Chime's failure to return consumer funds in a reasonable amount of time caused or was likely to cause substantial injury in the form of the lost use of funds.
15. Consumers use Chime accounts to pay for day-to-day necessities such as groceries, gas, and housing, so, when consumers don't have access to the money in those accounts, they are likely to be unable to pay for these necessities or have to search for alternative sources to cover the gap. Those alternative sources, such as credit cards and payday loans, can be expensive.
16. Consumers could not reasonably avoid this likelihood of injury because consumers had no control over Chime's refund processes, and, in the case of

Chime- or partner-bank-initiated closures, consumers sometimes had no control over whether their accounts were closed at all.

17. Any countervailing benefits to consumers or to competition from failing to provide refunds in a reasonable amount of time do not outweigh the consumer injury.
18. Chime therefore committed unfair acts or practices in violation of the CFPA. 12 U.S.C. §§ 5531, 5536.

## V.

### Conduct Provisions

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

19. Chime and its officers, agents, servants, employees, and attorneys, and all other persons in active concert or participation with them who receive actual notice of this Consent Order, whether acting directly or indirectly, may not violate §§ 1031 and 1036 of the CFPA, and are prohibited from unfairly failing to provide refund checks for closed accounts within a reasonable amount of time.

## VI.

### Compliance Plan

**IT IS FURTHER ORDERED** that:

20. Within 60 days of the Effective Date, Respondent must create and implement a comprehensive compliance plan designed to ensure that Respondent's post-

closure account-refund practices comply with all applicable laws that the Bureau enforces, including Federal consumer financial laws, and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. detailed steps for addressing each action required by this Consent Order;
- b. a mechanism to ensure that the Board is kept apprised of the status of compliance actions; and
- c. specific timeframes and deadlines for implementation of the steps described above.

21. Respondent will provide the Compliance Plan to the Bureau upon request.

## **VII.**

### **Role of the Board and Executives**

**IT IS FURTHER ORDERED** that:

22. Respondent's Board has the ultimate responsibility for ensuring that Respondent complies with this Consent Order.
23. Respondent's Chief Executive Officer and Board must review all plans and reports required by this Consent Order, and any submissions to the Bureau prior to such submission.
24. One year after the Effective Date, Respondent must submit to the Enforcement Director an accurate written compliance progress report that has been approved



by the Board, the accuracy of which is sworn to under penalty of perjury, and which, at a minimum:

- a. describes the steps that Respondent's Board has taken to reasonably assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order;
- b. describes in detail whether and how Respondent has complied with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order, including the manner of verification of such compliance and any corrective actions taken to remedy potential non-compliance with the applicable requirement, paragraph, or subparagraph; and
- c. attaches a copy of each Order Acknowledgment obtained under Section XII, unless previously submitted to the Bureau.

25. Respondent's Board and Chief Executive Officer must:

- a. authorize whatever actions are necessary for Respondent to assess whether Respondent is complying with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order;

- b. authorize whatever actions, including corrective actions, are necessary for Respondent to fully comply with the Redress Plan, Compliance Plan, and each applicable paragraph and subparagraph of this Consent Order; and
- c. require timely reporting by management to Respondent's Board and Chief Executive Officer on the status of compliance obligations.

## **MONETARY PROVISIONS**

### **VIII.**

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

**IT IS FURTHER ORDERED** that:

- 26. Within 10 days of the Effective Date, Respondent must reserve or deposit into a segregated deposit account an amount not less than \$1.3 million, for the purpose of providing redress to Affected Consumers as required by this Section.
- 27. Within 60 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Enforcement

Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.

28. The Redress Plan must:
  - a. specify how Respondent will identify all Affected Consumers for the purpose of providing redress, including the source code used to identify them;
  - b. include the form of the communications (Redress Notices) to be sent to Affected Consumers notifying them of their right to redress, which must include a statement that the payment is made under the terms of this Consent Order;
  - c. include the form of the envelopes to be sent to Affected Consumers (Redress Envelopes);
  - d. specify that the only items to be included in the Redress Envelope shall be the Redress Notice and redress check, unless Respondent has written confirmation from the Enforcement Director that the Bureau does not object to the inclusion of other materials, which must have been previously submitted to the Bureau for review and non-objection;
  - e. specify how Respondent will comply with Paragraph 30; and

- f. describe the process for providing redress to Affected Consumers entitled to redress, which must include the following requirements:
- i. prior to sending redress checks and Redress Notices, Respondent must make reasonable attempts to obtain a current address for every Affected Consumer entitled to redress using, at a minimum, the National Change of Address System (NCAS). If no updated address is provided for an Affected Consumer, Respondent may mail the redress check to the last known mailing address;
  - ii. Respondent must send each Affected Consumer, or their authorized representative, a redress check in the amount of the redress required by Paragraph 30. Respondent must send the redress checks and Redress Notices by United States Postal Service first-class mail, address correction service requested, to the most recent address for the consumer;
  - iii. if a redress check and Redress Notice is returned to Respondent as undeliverable, Respondent must make additional reasonable attempts to contact the Affected Consumer and obtain a current address using a commercially available database other than the NCAS or by skip-tracing, emailing, or contacting them at their last known email address or phone number. If such process reveals an updated address

- for the Affected Consumer, Respondent must then promptly mail the redress check and Redress Notice to the updated address;
- iv. if a redress check remains uncashed for 90 days, Respondent must make reasonable attempts to contact the Affected Consumer and obtain a current address by skip-tracing, emailing, and calling them at their last known email address and phone number. Respondent must promptly re-mail the redress check and the Redress Notice to the address provided by the consumer or the current addresses, if any, obtained through such reasonable attempts or through Bureau-provided addresses;
  - v. if a redress check that Respondent sends to an Affected Consumer is returned to Respondent or remains uncashed for 90 days after the re-mailing under Paragraph 28(f)(iv), Respondent must retain the redress amount for a period of 180 days from the date that the redress check was mailed or re-mailed, whichever is later, and make the redress available to be claimed by such consumer upon appropriate proof of identity; and
  - vi. for any redress amount remaining unclaimed after 365 days from the date that the check was mailed or re-mailed, whichever is later,

Respondent must turn it over to the Bureau as set forth in Paragraph 32.

29. Respondent must mail all initial redress checks and Redress Notices no later than 60 days after the Enforcement Director has made a determination of non-objection to the Redress Plan.
30. Respondent must pay redress to each Affected Consumer as follows:
  - a. \$25 to each Affected Consumer whose balance 14 days after closure was less than or equal to \$10;
  - b. for each Affected Consumer whose balance 14 days after closure was greater than \$10, the higher of:
    - i. the loss of use of funds of the amounts of each consumer's initial post-closure refund check calculated by applying a 30% annual interest rate from the date that is 14 days after the consumer's account was closed to the date that Respondent processed that consumer's initial post-closure refund check; or
    - ii. \$150.
31. Within 15 days of completing the Redress Plan, Respondent must submit to the Bureau a report that identifies each Affected Consumer entitled to redress and in what amounts, the total amount of redress actually paid to each Affected Consumer, the date each redress check was cashed, all steps taken under

Paragraph 28(f) for each borrower, and any remainder of funds to be wired to the Bureau under Paragraph 32.

32. If, after completing the Redress Plan, the amount of redress checks cashed or deposited by Affected Consumers is less than the amount of redress Affected Consumers are entitled to under this Consent Order, which may not be less than \$1.3 million, then, within 30 days of completing the Redress Plan, Respondent must pay to the Bureau, by wire transfer to the Bureau or the Bureau's agent, and according to the Bureau's wiring instructions, the difference between the amount of redress checks cashed by Affected Consumers and the amount of redress Affected Consumers are entitled to under this Consent Order.
33. 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.
34. 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:

35. 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, Respondent must pay a civil money penalty of \$3.25 million to the Bureau.
36. 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.
37. 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).
38. 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.

39. 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:

40. 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.
41. 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.
42. Respondent acknowledges that its Employer Identification Number, which Respondent previously submitted to the Bureau, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. § 7701.
43. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Enforcement 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:

44. 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.
45. 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. designate at least one telephone number and email, physical, and postal addresses as points of contact for consumers with inquiries related to consumer relief under the Consent Order;

- c. 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
  - d. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
46. Respondent must report any change in the information required to be submitted under Paragraph 45 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.

## **XII.**

### **Order Distribution and Acknowledgment**

**IT IS FURTHER ORDERED** that:

- 47. Within 7 days of the Effective Date, Respondent must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
- 48. 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.

49. 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.
50. 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.
51. Within 90 days from the Effective Date, Respondent must submit to the Bureau a list of all persons and their titles to whom this Consent Order has been delivered under the Section of this Order titled “Distribution and Acknowledgement” and a copy of all signed and dated statements acknowledging receipt of this Consent Order under Paragraph 50.

### **XIII.**

#### **Recordkeeping**

**IT IS FURTHER ORDERED** that:

52. Respondent must create and retain the following business records:
  - a. all documents and records necessary to demonstrate full compliance with the Compliance Plan, the Redress Plan, each provision of this Consent

Order, and 12 U.S.C. §§ 5531 and 5536, including all submissions to the Bureau; and

b. all documents and records pertaining to the Redress Plan.

53. All documents and records must be maintained in their original electronic format. Data should be centralized and maintained in such a way that access, retrieval, auditing, and production are not hindered.
54. Respondent must make the documents identified in Paragraph 52 available to the Bureau upon the Bureau's request.

#### **XIV.**

#### **Notices**

**IT IS FURTHER ORDERED** that:

55. 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 Chime Financial, Inc., File No. 2024-CFPB-0002," and send them by email to [Enforcement\\_Compliance@cfpb.gov](mailto:Enforcement_Compliance@cfpb.gov) addressed as follows:

ATTN: Enforcement Director  
Consumer Financial Protection Bureau  
Office of Enforcement

**XV.**

**Cooperation with the Bureau**

**IT IS FURTHER ORDERED** that:

56. Respondent must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Respondent must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the Bureau.
57. Respondent must remain registered for the Bureau's Company Portal, and, in connection with responding to consumer complaints and inquiries, whether acting directly or indirectly, must comply with the requirements that §§ 1034(b) and (c) of the CFPA, 12 U.S.C. §§ 5534(b) and (c), impose on covered persons subject to supervision and primary enforcement by the Bureau pursuant to § 1025 of the CFPA, 12 U.S.C. § 5515.

**XVI.**

**Compliance Monitoring**

**IT IS FURTHER ORDERED** that:

58. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional compliance reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.

59. 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.
60. 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.

## **XVII.**

### **Modifications to Non-Material Requirements**

**IT IS FURTHER ORDERED** that:

61. 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 written requests to the Enforcement Director.
62. The Enforcement Director may, in their discretion, modify any non-material requirements of this Consent Order (e.g., reasonable extensions of time and changes to reporting requirements) if they determine good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.



## XVIII.

### ADMINISTRATIVE PROVISIONS

**IT IS FURTHER ORDERED** that:

63. 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 64. 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.
64. 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 its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.

65. 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.
66. 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.
67. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
68. 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.

69. 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). 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.
70. 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.

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

**IT IS SO ORDERED**, this 7th day of May, 2024.

*Rohit Chopra*

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Rohit Chopra  
Director  
Consumer Financial Protection Bureau