

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

Bureau of Consumer Financial Protection and
the People of the State of New York, by Letitia
James, Attorney General for the State of New
York,

Plaintiffs,

v.

JPL Recovery Solutions, LLC; Check Security
Associates, LLC (dba Warner Location Services,
Pinnacle Location Services, and Orchard
Payment Processing Systems); ROC Asset
Solutions LLC (dba API Recovery Solutions and
Northern Information Services); Regency One
Capital LLC; Keystone Recovery Group, LLC;
Bluestreet Asset Partners, Inc.; Christopher L.
Di Re; Scott A. Croce; Brian J. Koziel; Marc D.
Gracie; and Susan A. Croce,

Defendants, and

Susan A. Croce,

Relief Defendant.

1:20-cv-01217-JLS-JJM

**JOINT STIPULATION FOR ENTRY
OF PROPOSED STIPULATED FINAL
JUDGMENT AND ORDER**

Plaintiffs the Consumer Financial Protection Bureau and the People of the State
of New York, by Letitia James, the Attorney General of the State of New York, and
Defendants JPL Recovery Solutions, LLC, Check Security Associates, LLC, dba Warner
Location Services, Pinnacle Location Services, and Orchard Payment Processing
Systems, ROC Asset Solutions LLC, dba API Recovery Solutions and Northern
Information Services, Regency One Capital LLC, Keystone Recovery Group, LLC, and
Bluestreet Asset Partners, Inc., Christopher L. Di Re, Scott A. Croce, Susan A. Croce,

Brian J. Koziel, and Marc D. Gracie respectfully request that the Court enter the attached, proposed Stipulated Final Judgment and Order.

By their signature, Defendants irrevocably consent to entry of the proposed Stipulated Final Judgment and Order and Plaintiffs may submit the same to the Court for entry on or after May 20, 2022.

Defendants represent that, prior to signing this Stipulation, they have transferred a total of ONE MILLION DOLLARS (\$1,000,000) to an escrow account maintained by their counsel.

SO STIPULATED AND AGREED

COUNSEL FOR PLAINTIFFS:



Date: May 5, 2022

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Washington, DC 20552
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*Attorneys for Plaintiff Bureau of
Consumer Financial Protection*

LETITIA JAMES
Attorney General of the
State of New York



Date: 5/20/22

CHRISTOPHER L. BOYD
Assistant Attorney General
350 Main Street, Suite 300A
Buffalo, NY 14202
Telephone: (716) 853-8457
Email: Christopher.Boyd@ag.ny.gov

*Attorney for Plaintiff the People of the
State of New York*

COUNSEL FOR DEFENDANTS:

Terrence Connors

Date: 5-3-22

Terrence M. Connors, Esq.

Andrew M. Debbins, Esq.

CONNORS LLP

Attorneys for JPL Recovery Solutions, LLC; Check Security Associates, LLC (dba Warner Location Services and Orchard Payment Processing Systems); ROC Asset Solutions LLC (dba API Recovery Solutions); Regency One Capital LLC; Keystone Recovery Group, LLC; Bluestreet Asset Partners, Inc, Brian J.

Koziel; and Marc D. Gracie

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Date: _____

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Attorneys for Defendant

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1700 Rand Building

Buffalo, New York 14203

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Date: _____

COUNSEL FOR DEFENDANTS:

Date: _____

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Andrew M. Debbins, Esq.

CONNORS LLP

Attorneys for JPL Recovery Solutions, LLC; Check Security Associates, LLC (dba Warner Location Services and Orchard Payment Processing Systems); ROC Asset Solutions LLC (dba API Recovery Solutions); Regency One Capital LLC; Keystone Recovery Group, LLC; Bluestreet Asset Partners, Inc, Brian J. Koziel; and Marc D. Gracie

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Date: 5/3/2022

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Date: _____

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Date: _____



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Email: rcs@sliszlaw.com

Date: 4-29-22

DEFENDANTS:



Christopher L. Di Re

Date: 4/29/22

Scott A. Croce

Date: _____

Susan A. Croce

Date: _____

Brian J. Koziel

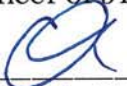
Date: _____

Marc D. Gracie


Date: _____


Christopher L. Di Re
As an officer of JPL Recovery Solutions, LLC

Date: 4/29/22




Christopher L. Di Re
As an officer of Check Security Associates, LLC

Date: 4/29/22




Christopher L. Di Re
As an officer of ROC Asset Solutions LLC

Date: 4/29/22



Christopher L. Di Re
As an officer of Regency One Capital LLC

Date: 4/29/22



Christopher L. Di Re
As an officer of Keystone Recovery Group, LLC

Date: 4/29/22



Christopher L. Di Re
As an officer of Bluestreet Asset Partners, Inc.

Date: 4/29/22

DEFENDANTS:

Christopher L. Di Re

Date: _____

Scott A. Croce

Scott A. Croce

Date: 4/30/22

Susan A. Croce

Susan A. Croce

Date: 04/30/22

Brian J. Koziel

Date: _____

Marc D. Gracie

Date: _____

Christopher L. Di Re
As an officer of JPL Recovery Solutions, LLC

Date: _____

Christopher L. Di Re
As an officer of Check Security Associates, LLC

Date: _____

Christopher L. Di Re
As an officer of ROC Asset Solutions LLC

Date: _____

Christopher L. Di Re
As an officer of Regency One Capital LLC

Date: _____

Christopher L. Di Re
As an officer of Keystone Recovery Group, LLC

Date: _____

Christopher L. Di Re
As an officer of Bluestreet Asset Partners, Inc.

Date: _____

DEFENDANTS:

Christopher L. Di Re

Date: _____

Scott A. Croce

Date: _____

Susan A. Croce

Date: _____



Brian J. Koziel

Date: 5.2.22



Marc D. Gracie

Date: 5.2.22

Christopher L. Di Re
As an officer of JPL Recovery Solutions, LLC

Date: _____

Christopher L. Di Re
As an officer of Check Security Associates, LLC

Date: _____

Christopher L. Di Re
As an officer of ROC Asset Solutions LLC

Date: _____

Christopher L. Di Re
As an officer of Regency One Capital LLC

Date: _____

Christopher L. Di Re
As an officer of Keystone Recovery Group, LLC

Date: _____

Christopher L. Di Re
As an officer of Bluestreet Asset Partners, Inc.

Date: _____

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NEW YORK

Bureau of Consumer Financial
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State of New York, by Letitia
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Plaintiffs,

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JPL Recovery Solutions, LLC;
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(dba API Recovery Solutions and
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Regency One Capital LLC; Keystone
Recovery Group, LLC; Bluestreet
Asset Partners, Inc.; Christopher L.
Di Re; Scott A. Croce; Brian J.
Koziel; Marc D. Gracie; and Susan
A. Croce,

Defendants, and

Susan A. Croce,

Relief Defendant.

1:20-cv-01217-JLS-JJM

**STIPULATED FINAL
JUDGMENT AND ORDER**

The Bureau of Consumer Financial Protection (Bureau) and the
People of the State of New York, by Letitia James, Attorney General for the

State of New York (NYAG), commenced this civil action on September 8, 2020 to obtain injunctive and monetary relief and civil penalties. The Amended Complaint, filed on December 20, 2021, names as defendants JPL Recovery Solutions, LLC, Check Security Associates, LLC, dba Warner Location Services, Pinnacle Location Services, and Orchard Payment Processing Systems, ROC Asset Solutions LLC, dba API Recovery Solutions and Northern Information Services, Regency One Capital LLC, Keystone Recovery Group, LLC, and Bluestreet Asset Partners, Inc. (collectively, the Corporate Defendants); and Christopher L. Di Re, Scott A. Croce, Susan A. Croce, Brian J. Koziel, and Marc D. Gracie (collectively, the Individual Defendants). The Amended Complaint alleges violations of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5531(a), 5536(a), the Fair Debt Collection Practices Act, 15 U.S.C. §§ 1692-1692p, N.Y. Executive Law § 63(12), and N.Y. General Business Law (GBL) Article 22-A, Consumer Protection from Deceptive Acts and Practices, and Article 29-H, Debt Collection Procedures, in connection with the Defendants' purchase and collection of Consumer Debt.

The Plaintiffs and Defendants agree to entry of this Stipulated Final Judgment and Order (Order) to settle and resolve all matters in dispute arising from the conduct alleged in the Amended Complaint.

FINDINGS

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendants neither admit nor deny the allegations in the Complaint, except as specified in this Order. For purposes of this Order, Defendants admit the facts necessary to establish the Court's jurisdiction over them and the subject matter of this action.
3. Defendants waive all rights to seek judicial review or otherwise challenge or contest the validity of this Order and any claim they may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action to the date of this Order. Each Party agrees to bear its own costs and expenses, including, without limitation, attorneys' fees.
4. Entry of this Order is in the public interest.

DEFINITIONS

5. The following definitions apply to this Order:
 - a. **“Assist[ing]”** or **“Assist Others”** includes, but is not limited to:
 - i. consulting in any form whatsoever;
 - ii. providing paralegal or administrative support services;

- iii. performing customer service functions, including but not limited to, receiving or responding to Consumer complaints;
- iv. formulating or providing, or arranging for the formulation or provision of, any advertising or marketing material, including but not limited to, any telephone sales script, direct mail solicitation, or the text of any Internet website, email, or other electronic communication or advertisement;
- v. formulating or providing, or arranging for the formulation or provision of, any marketing support material or service, including but not limited to, web or Internet Protocol addresses or domain name registration for any Internet websites, affiliate marketing services, or media placement services;
- vi. providing names of, or assisting in the generation of, potential customers;
- vii. performing marketing, billing, or payment services of any kind, including Payment Processing; and

- viii. acting or serving as an owner, officer, director, manager, or principal of any entity.
- b. **“Consumer”** means an individual or an agent, trustee, or representative acting on behalf of an individual.
- c. **“Consumer Debt”** means Debt incurred or owed by a Consumer.
- d. **“Consumer Financial Product or Service”** is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in Section 1002(5) of the CFPA, 12 U.S.C. § 5481(5), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to:
 - i. extending credit and servicing loans, including acquiring, purchasing, selling, brokering, or other extensions of credit (other than solely extending commercial credit to a Person who originates Consumer credit transactions);
 - ii. providing financial advisory services to Consumers on individual financial matters or relating to proprietary financial products or services, including providing

- credit counseling to any Consumer or providing services to assist a Consumer with debt management or debt settlement, modifying the terms of any extension of credit, or avoiding foreclosure;
- iii. collecting, analyzing, maintaining, or providing consumer report information or other account information, including information relating to the credit history of Consumers, used or expected to be used in connection with any decision regarding the offering or provision of a Consumer Financial Product or Service; or
- iv. collecting Debt related to any Consumer Financial Product or Service.
- e. **“Corporate Defendants”** means JPL Recovery Solutions, LLC, Check Security Associates, LLC, dba Warner Location Services, Pinnacle Location Services, and Orchard Payment Processing Systems, ROC Asset Solutions LLC, dba API Recovery Solutions and Northern Information Services, Regency One Capital LLC, Keystone Recovery Group, LLC,

and Bluestreet Asset Partners, and their successors and assigns.

- f. **“Debt”** means any obligation or alleged obligation to pay money arising out of a transaction, whether or not such obligation has been reduced to judgment.
- g. **“Debt Collector”** means (i) any Person who uses an instrumentality of interstate commerce or the mail in any business the principal purpose of which is the collection of Debts or who regularly collects or attempts to collect, directly or indirectly, Debts owed or due or asserted to be owed or due another; (ii) any creditor who, in the process of collecting its own Debts, uses any name other than its own that would indicate that a third Person is collecting or attempting to collect the creditor’s Debts; or (iii) any Person to the extent that such Person collects or attempts to collect any Debt that was in default at the time it was obtained by such Person.
- h. **“Debt-Relief Service”** means any good, program, or service represented, directly or by implication, to renegotiate, settle, or in any way alter the terms of payment

or other terms of a Debt between an individual and one or more unsecured creditors, secured creditors, or Debt Collectors, including but not limited to a reduction in the balance, interest rate, or fees owed by an individual to an unsecured creditor, secured creditor, or Debt Collector.

- i. **“Defendants”** means all of the Individual Defendants and the Corporate Defendants, including their successors and assigns, individually, collectively, or in any combination.
- j. **“Effective Date”** means the date on which the Order is entered by the Court on the docket.
- k. **“Enforcement Director”** means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, aka the Consumer Financial Protection Bureau, or his or her delegate.
- l. **“Individual Defendants”** means Christopher L. Di Re, Scott A. Croce, Susan A. Croce, Brian J. Koziel, and Marc D. Gracie, collectively, or in any combination, and each of them by any other names by which they might be known.

- m. “**Original Creditor**” means a Person which offers or extends credit creating a Consumer Debt or to which a debt was owed prior to default.
- n. “**Payment Processing**” means facilitating payments on Debts owed or due or asserted to be owed or due another, or Debts purchased from another.
- o. “**Person**” means an individual, partnership, company, corporation, association (incorporated or unincorporated), trust, estate, cooperative organization, or other entity.
- p. “**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 any Defendant based on substantially the same facts as described in the Amended Complaint.
- q. “**Service Provider**” is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, in section 1002(26) of the CFPA, 12 U.S.C. § 5481(26), and, subject to applicable restrictions contained in the CFPA, includes, but is not limited to, any Person that provides a material service to a Person that is a “covered person” under

the CFPA, 12 U.S.C. § 5481(6), in connection with the offering or provision by such covered person of a Consumer Financial Product or Service, including a Person that:

- i. participates in designing, operating, or maintaining the Consumer Financial Product or Service; or
 - ii. processes transactions relating to the Consumer Financial Product or Service (other than unknowingly or incidentally transmitting or processing financial data in a manner that such data is undifferentiated from other types of data of the same form as the Person transmits or processes);
 - iii. but does not include a Person solely by virtue of such Person offering or providing to a covered person a support service of a type provided to businesses generally or a similar ministerial service.
- r. **“Stipulation”** means the Joint Stipulation for Entry of Proposed Stipulated Final Judgment and Order dated April 29, 2022.

ORDER

CONDUCT RELIEF

I

Permanent Ban on Debt Collection

IT IS ORDERED that:

6. Defendants, whether acting directly or indirectly, are permanently restrained and enjoined from:
- a. acting as a Debt Collector;
 - b. receiving any remuneration or other consideration from, or holding any ownership interest in, any Person acting as a Debt Collector or a Service Provider to a Debt Collector;
 - c. Assisting any Person acting as a Debt Collector, including but not limited to acting as a Service Provider, employee, or independent contractor to a Debt Collector;
 - d. advertising, marketing, promoting, offering for sale, selling, or buying any Consumer Debt or any information related to a Consumer Debt; and
 - e. engaging in Payment Processing for any Person acting as a Debt Collector.

Nothing in this Order shall be read as an exception to this Paragraph; except that Defendant Gracie may be employed by or receive remuneration from a company providing VoIP telephone and internet services for businesses that provide services to a Debt Collector as long as he or such company does not act as a Debt Collector. This section prohibits any Defendant or any person which Defendant holds an interest in from knowingly leasing real property to a Debt Collector. This section does not prohibit any Defendant or any Person which Defendant holds an interest in, is employed by, acts as an independent contractor to, or holds any position with, from collecting or attempting to collect, or engaging the services of a Debt Collector to collect, Debts owed to them as a landlord or as an Original Creditor.

II

Prohibition on Deceptive Practices

IT IS FURTHER ORDERED that:

7. Defendants and their officers, agents, servants, employees, and attorneys, and all other Persons in active concert or participation with them who have actual notice of this Order, whether acting directly or indirectly, in connection with any Consumer Financial Product or Service, may not:

- a. misrepresent, or Assist Others in misrepresenting, expressly or impliedly, any material fact, including but not limited to:
- i. the amount of a Consumer Debt;
 - ii. that nonpayment of a Consumer Debt will result in arrest or imprisonment;
 - iii. that nonpayment of a Consumer Debt will result in the filing of a lawsuit, the garnishing of a Consumer's wages, or the attachment or seizure of a Consumer's personal property;
 - iv. that nonpayment of a Consumer Debt will result in harassment of the Consumer;
 - v. that nonpayment of a Consumer Debt will result in the contact or harassment of third parties known to the Consumer;
 - vi. that notices required by law or regulation have been sent to the Consumer;
 - vii. the terms or rates that are available for any loan or other extension of credit;

- viii. a Consumer's ability to improve or otherwise affect the Consumer's credit record, credit history, credit rating, or ability to obtain credit;
- ix. that a Consumer can improve the Consumer's credit record, credit history, or credit rating by permanently removing negative information from the Consumer's credit record, credit history, or credit rating, even where such information is accurate and not obsolete;
- x. any aspect of a Debt-Relief Service, including but not limited to how much a Consumer will save from purchasing, using, or enrolling in such Debt-Relief Service; how long it will take to settle any Debts; or the reduction or cessation of collection attempts;
- xi. that a Consumer will receive legal representation;
- xii. the likelihood of any particular outcome or result from a Consumer Financial Product or Service; or
- xiii. the nature or terms of any refund, cancellation, exchange, or repurchase policy, including but not limited to the likelihood of a Consumer obtaining a full

or partial refund, or the circumstances in which a full or partial refund will be provided to the Consumer; and

- b. advertising or Assisting Others in advertising credit terms other than those terms that actually are or will be arranged or offered by a creditor or lender.

III

Consumer Information

IT IS FURTHER ORDERED that:

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

- a. disclose, use, or benefit from Consumer information, including names, addresses, telephone numbers, email addresses, social security numbers, other identifying information, or any data that enables access to a Consumer's account (including a credit card, bank account, or other financial account), that Defendants obtained before the Effective Date in connection with the purchase, sale, collection, or placement of Debt;

- b. fail to destroy such Consumer information in all forms in their possession, custody, or control within thirty (30) days after receipt of written direction to do so from a representative of the Bureau or the NYAG; and
- c. attempt to collect, sell, assign, or otherwise transfer any right to collect payment using Consumer information in the Defendants' possession, custody, or control.

Provided however, that Consumer information need not be disposed of, and may be disclosed, if requested by a government agency or required by law, regulation, or court order.

MONETARY PROVISIONS

IV

Escrow

IT IS FURTHER ORDERED that:

9. Prior to signing the Stipulation, Defendants transferred a total of ONE MILLION DOLLARS (\$1,000,000) to an escrow account maintained by their counsel (Escrow). These funds shall be used for the sole purpose of funding the monetary relief ordered in Sections V-VII.

V

Order to Pay Civil Money Penalty to the Bureau of Consumer Financial Protection

IT IS FURTHER ORDERED that:

10. Under Section 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law alleged in the Amended Complaint and continuing until the Effective Date, and taking into account the factors in 12 U.S.C. § 5565(c)(3), a judgment for a civil money penalty is entered in favor of the Bureau and against Defendants, jointly and severally, in the amount of TWO MILLION DOLLARS (\$2,000,000).

11. Within three [3] business days of the Effective Date, Defendants must make their first payment of the civil money penalty, FIVE HUNDRED THOUSAND DOLLARS (\$500,000), by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions, using 50 percent of the funds placed in the Escrow by Defendants.

12. Within one hundred and eighty (180) days of the Effective Date, Defendants must pay the balance of the civil money penalty, ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.

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

14. Defendants must treat the civil money penalty paid under this Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Defendant 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 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 Order.

15. Individual Defendants agree that the civil penalty imposed by the Order represents a civil penalty owed to the United States Government, is not compensation for actual pecuniary loss, and, thus, as to Individual Defendants, is not subject to discharge under the Bankruptcy Code under 11 U.S.C. § 523(a)(7).

VI

Order to Pay Damages to the State of New York

IT IS FURTHER ORDERED that:

16. Under N.Y. Executive Law § 63(12) and General Business Law § 350-d, a judgment is entered in favor of the NYAG and against Defendants, jointly and severally, in the amount of TWO MILLION DOLLARS (\$2,000,000).

17. Within three [3] business days of the Effective Date, Defendants must make their first payment of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), by wire transfer as directed by the NYAG in compliance with the NYAG's wiring instructions, using 50 percent of the funds placed in the Escrow by Defendants.

18. Within one hundred and eighty (180) days of the Effective Date, Defendants must pay the balance of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000), by wire transfer as directed by the NYAG in compliance with the NYAG's wiring instructions.

19. Individual Defendants agree that the amounts payable to the NYAG imposed by the Order represents damages owed to the State of New York, is not compensation for actual pecuniary loss, and, thus, as to

Individual Defendants, is not subject to discharge under the Bankruptcy Code under 11 U.S.C. § 523(a)(7).

VII

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

20. The amount of the payments imposed in Sections V and VI assume timely payment by Defendants. If Defendants fail to make timely payment of the entire amounts owed pursuant to Paragraphs 12 and/or 18, then, taking into account the factors in 12 U.S.C. § 5565(c)(3), Defendants will be required to pay immediately and without any further delay an additional civil money penalty of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to the Bureau and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) to the NYAG, so that the total owed and to be paid by Defendants to Plaintiffs is TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) in civil money penalties to the Bureau and TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) to the NYAG, for a total of FIVE MILLION DOLLARS (\$5,000,000) to Plaintiffs. For the avoidance of doubt, if Defendants fail to make timely payment of the entire amounts owed pursuant to Paragraphs 12 and/or 18, then the Escrow payment shall be applied toward the additional amount due , and

Plaintiffs shall still have judgment against Defendants for the full amounts provided for in Paragraphs 10 and 16.

21. In the event of any default on Defendants' obligations to make payment under this 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.

22. Defendants relinquish all dominion, control, and title to the funds paid under this Order to the fullest extent permitted by law and no part of the funds, including funds in Escrow, may be returned to Defendants.

23. The facts alleged in the Amended Complaint will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding based on the entry of the Order, or in any subsequent civil litigation by or on behalf of Plaintiffs, including in a proceeding to enforce their rights to any payment or monetary judgment under this Order.

24. Under 31 U.S.C. § 7701, Defendants, unless they have already done so, must furnish to Plaintiffs their taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

25. Within 30 days of the entry of a final judgment, order, or settlement in a Related Consumer Action, Defendants must notify the Enforcement Director and the NYAG of the final judgment, order, or settlement in writing. That notification must indicate the amount of redress, if any, that Defendants paid or are required to pay to Consumers and describe the Consumers or classes of Consumers to whom that redress has been or will be paid. To preserve the deterrent effect of the damages and civil money penalty in any Related Consumer Action, Defendants may not argue that Defendants are entitled to, nor may Defendants benefit by, any offset or reduction of any monetary remedies imposed in the Related Consumer Action because of the damages and 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 Defendants based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Defendants 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.

26. Upon written request of a representative of the Bureau or NYAG, any consumer reporting agency must furnish consumer reports to the Bureau or NYAG concerning any Individual Defendants under Section 604(a)(1) of the Fair Credit Reporting Act, 15 U.S.C. § 1681b(a)(1), which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Order.

COMPLIANCE PROVISIONS

VIII

Reporting Requirements

IT IS FURTHER ORDERED that:

27. Defendants must notify the Bureau and the NYAG of any development that may affect compliance obligations arising under this 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 Order; the filing of any bankruptcy or insolvency proceeding by or against a Defendant; or a change in a Defendant's name or address. Defendants must provide this notice at least

30 days before the development or as soon as practicable after the learning about the development, whichever is sooner.

28. Within 7 days of the Effective Date, each Defendant must submit to Plaintiffs an accurate report sworn to under penalty of perjury:

- a. Designating at least one telephone number and email, physical, and postal addresses as points of contact that Plaintiffs may use to communicate with Defendant;
- b. Identifying all businesses for which Defendant is a 50 percent or greater owner, or that Defendant directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
- c. Describing the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales;
- d. Identifying each Individual Defendant's telephone numbers and all email, Internet, physical, and postal addresses, including all residences; and
- e. Describing in detail each Individual Defendant's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including

Defendant's title, role, responsibilities, participation, authority, control, and ownership.

29. Defendants must report any change in the information required to be submitted under Paragraph 28 at least 30 days before the change or as soon as practicable after learning about the change, whichever is sooner.

30. Within 90 days of the Effective Date, and again one year after the Effective Date, each Defendant must submit to the Enforcement Director and the NYAG an accurate written compliance progress report sworn to under penalty of perjury (Compliance Report), which, at a minimum:

- a. Lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Defendant has complied with each such paragraph and subparagraph of this Order; and
- b. Attaches a copy of each Order Acknowledgment obtained under Section IX, unless previously submitted to Plaintiffs.

IX

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that,

31. Within 7 days of the Effective Date, each Defendant must submit to the Enforcement Director and the NYAG an acknowledgment of receipt of this Order, sworn under penalty of perjury.

32. Within 30 days of the Effective Date, Defendants, and any business that offers or provides a Consumer Financial Product or Service for which a Defendant is at least 50 percent owner or which a Defendant directly or indirectly controls, must deliver a copy of this Order to each of its board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and representatives who have responsibilities related to the subject matter of the Order.

33. For 10 years from the Effective Date, Defendants, and any business that offers or provides a Consumer Financial Product or Service for which a Defendant is the majority or 50 percent owner or which a Defendant directly or indirectly controls, must deliver a copy of this Order to any business entity resulting from any change in structure referred to in Section VIII, any future board members and executive officers, as well as to any managers, employees, Service Providers, or other agents and

representatives who will have responsibilities related to the subject matter of the Order before they assume their responsibilities.

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

35. Within 90 days of the Effective Date, each Defendant must provide the Plaintiffs with a list of all Persons and their titles to whom this Order was delivered through that date under Paragraphs 32 and 33 and a copy of all signed and dated statements acknowledging of receipt of this Order under Paragraph 34.

X

Recordkeeping

IT IS FURTHER ORDERED that

36. Each Defendant must create, for at least 10 years from the Effective Date, for any business that offers or provides a Consumer Financial Product or Service for which the Defendant is at least a 50 percent owner or which a Defendant directly or indirectly controls, all documents, data, and records necessary to demonstrate full compliance

with each provision of this Order. Defendants must retain these documents, including all submissions to Plaintiffs, for at least 10 years after creation and make them available to Plaintiffs upon request.

37. Each Defendant must maintain for any business that offers or provides a Consumer Financial Product or Service for which a Defendant is at least 50 percent owner or controls directly or indirectly, for at least 10 years from the Effective Date or 10 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 each Defendant's behalf;
- b. Accounting records showing the gross and net revenues from all goods or services sold;
- c. Personnel records showing for each Person providing services, whether as an employee or otherwise, that Person's name; addresses; telephone numbers; job title or position; dates of service; name of their point of contact; and, if applicable, the reason for termination; and

- d. Records of all Consumer complaints and refund requests, whether received directly or indirectly, such as through a third party, and any response.

Defendants must make these materials available to Plaintiffs upon a request by the Bureau or NYAG. The recordkeeping requirements of this paragraph do not apply to any materials Defendants are directed to destroy pursuant to Paragraph 8(b) of this Order.

XI

Notices

IT IS FURTHER ORDERED that:

38. Unless otherwise directed in writing by Plaintiffs, Defendants must provide all submissions, requests, communications, or other documents relating to this Order in writing, with the subject line, “BCFP v. JPL Recovery Solutions, LLC, et al., Case No. 1:20-cv-01217,” and send them by overnight courier or first-class mail to the below address and contemporaneously by email to:

a. Bureau

Assistant Director for Enforcement
Bureau of Consumer Financial Protection
ATTENTION: Office of Enforcement
1700 G Street, N.W.
Washington D.C. 20552
Enforcement_Compliance@cfpb.gov

b. NYAG

New York State Office of the Attorney General
ATTENTION: Bureau of Consumer Frauds
350 Main Street, Suite 300A
Buffalo, New York 14222
Christopher.Boyd@ag.ny.gov

XII

Cooperation

IT IS FURTHER ORDERED that:

39. Defendants must cooperate fully with Plaintiffs in this matter and in any investigation or litigation related to or associated with the conduct described in the Amended Complaint. Defendants must provide truthful and complete information, evidence, and testimony. Individual Defendants must appear and Corporate Defendants must cause such Defendant's officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau or the NYAG may reasonably request upon 10 days written notice, or other reasonable notice, at such places and times as the Bureau or the NYAG may designate, without the service of compulsory process.

XIII

Compliance Monitoring

IT IS FURTHER ORDERED that, to monitor Defendants' compliance with this Order:

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

41. For matters concerning, or arising from, this Order, the Bureau or NYAG may communicate directly with each Defendant, unless such Defendant retains counsel related to these communications.

42. Defendants must permit Bureau or NYAG representatives to interview any employee or other Person affiliated with Defendants who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described the Amended Complaint; or (c) compliance with this Order. The Person interviewed may have counsel present.

43. The Bureau and NYAG may use all other lawful means of gathering information, including posing, through its representatives, as Consumers, suppliers, or other individuals or entities, to Defendants or any

individual or entity affiliated with Defendants, without the necessity of identification or prior notice.

44. Nothing in this Order will limit the Bureau's lawful use of compulsory process, under 12 C.F.R. § 1080.6 or the NYAG's use of its subpoena power.

XIV

Transfer of Operations

IT IS FURTHER ORDERED that:

45. Should Corporate Defendants seek to transfer or assign all or part of their operations that are subject to this Order, such Defendants must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Order.

XV

Miscellaneous

IT IS FURTHER ORDERED that:

46. If any clause, provision, or section of this Order shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other clause, provision, or section of this Order and this Order shall be construed and

enforced as if such invalid, illegal, or unenforceable clause, provision, or section had not been contained herein.

47. Nothing contained herein shall be construed as to deprive any Person, not a party to this case, of any private right under the law.

48. Plaintiffs may serve Defendants, directly or through their attorneys, via electronic mail any written notices required or permitted to be served pursuant to this Order.

XVI

Entry of Judgment

IT IS FURTHER ORDERED that:

49. There is no just reason for delay of entry of this judgment, and under Federal Rule of Civil Procedure 54(b), the Clerk immediately shall enter this Order as a final judgment as to Defendants.

XVII

Retention of Jurisdiction

IT IS FURTHER ORDERED that:

50. All pending motions are hereby denied as moot.

51. The Court will retain jurisdiction of this matter for the purpose of enforcing this Order.

IT IS SO ORDERED.

DATED this ____ day of _____, 2022.

Hon. John L. Sinatra, Jr.