

UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU

ADMINISTRATIVE PROCEEDING

File No. 2017-CFPB-0003

In the Matter of:

**Works & Lentz, Inc.; Works & Lentz of
Tulsa, Inc., and Harry A. Lentz, Jr.**

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) has reviewed the debt collection activities of Works & Lentz, Inc.; Works & Lentz of Tulsa, Inc.; (Works & Lentz or Corporate Respondent) and Harry A. Lentz, Jr. (Harry Lentz or Individual Respondent) (collectively, Respondent or Respondents, as defined below) and has identified the following law violations. Works & Lentz misrepresents the level of attorney involvement in the review of underlying collection accounts before sending Demand Letters to, and engaging in collection calls with, Consumers in violation of the Fair Debt Collection Practices Act (FDCPA), 15 U.S.C. § 1692e(3) & (10); Works & Lentz notarizes client affidavits in a manner that violates the FDCPA, 15 U.S.C. § 1692e(10); and Works & Lentz has failed to maintain written policies or procedures regarding furnishing information to consumer reporting agencies in violation of Regulation V, 12 C.F.R. § 1022.42(a)-(c). Further, Harry Lentz, President of Works & Lentz, has violated the FDCPA, 15 U.S.C. § 1692e(3) & (10) based upon his involvement in the conduct described above. Under Sections 1053 and 1055 of the Consumer Financial Protection

Act of 2010 (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 sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, section 814(b) of the FDCPA, 15 U.S.C. § 1692l(b), and section 621 of the FCRA, 15 U.S.C. § 1681s(b)(1).

II
Stipulation

2. Respondents have executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated December 30, 2016 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondents have consented to the issuance of this Consent Order by the Bureau under sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565, without admitting or denying the findings of fact and conclusions of law, except that Respondents admit the facts necessary to establish the Bureau’s jurisdiction over Respondents and the subject matter of this action.

III
Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumers” includes all Consumers who made a payment within 90 days of receiving a Demand Letter between the dates of January 1, 2015 and August 26, 2016 that threatened litigation.
 - b. “Clearly and prominently” means:

- i. In textual communications (e.g., printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and location sufficiently noticeable for an ordinary Consumer to read and comprehend it, in print that contrasts with the background on which it appears;
 - ii. In communications disseminated orally or through audible means (e.g., telephonically, radio or streaming audio), the disclosure must be delivered in a volume and cadence sufficient for an ordinary Consumer to hear and comprehend it; and
 - iii. In all instances, the disclosure must be presented contemporaneously with any attempt to collect a Debt, in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication with the Consumer.
- c. “Consumer” means any natural person obligated or allegedly obligated to pay any Debt.
 - d. “Collection Suit” means any civil action commenced in any court or other tribunal against a Consumer to attempt to collect a Debt.
 - e. “Debt” means any obligation or alleged obligation of a Consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment, as defined in the FDCPA, 15 U.S.C. § 1692a(5).

- f. “Demand Letter” means a letter sent by Respondent in an attempt to collect a Debt from a Consumer on behalf of a client.
- g. “Effective Date” means the date on which the Consent Order is issued.
- h. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his/her delegate.
- i. “Original Account-Level Documentation” means:
 - a. any documentation that the originator of a Debt or that originator’s agent (such as a servicer) provided to a Consumer about a Debt; or
 - b. a complete transaction history of a Debt, created by the originator.
- j. “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 Respondents based on substantially the same facts as described in Section VI of this Consent Order.
- k. “Respondents” shall mean the Corporate Respondent and Individual Respondent together.
 - a. “Corporate Respondent” shall mean Works & Lentz, Inc. and Works & Lentz of Tulsa, Inc., and their successors and assigns.
 - b. “Individual Respondent” shall mean Harry A. Lentz, Jr.

IV

Bureau Findings and Conclusions

The Bureau finds the following:

4. Corporate Respondent is a law firm that has its principal place of business in Oklahoma and maintains separately incorporated offices in Tulsa and Oklahoma City.
5. Corporate Respondent is a “debt collector” pursuant to the FDCPA because it uses the mail in a business the principal purpose of which is the collection of debts, and regularly collects, directly or indirectly, debts owed to another. 15 U.S.C. § 1692a(6).
6. Corporate Respondent is a furnisher as defined in 12 C.F.R. § 1022.41(c) because it furnishes information relating to over 1,000,000 Consumers to Equifax for inclusion in consumer reports.
7. Individual Respondent is a “debt collector” pursuant to the FDCPA because he uses the mail in a business the principal purpose of which is the collection of debts, and regularly collects, directly or indirectly, debts owed to another. 15 U.S.C. § 1692a(6).
8. Corporate Respondent is a law firm that specializes in medical Debt. It has offices in Tulsa and Oklahoma City, Oklahoma that attempted collection on approximately 700,000 Debts totaling over \$500 million annually. Corporate Respondent is paid on a contingency basis for its collection work and this work has generated millions of dollars in revenue.
9. Individual Respondent is the President of Works & Lentz. He owns 100% of the Oklahoma City office and a majority of the Tulsa office.

10. Individual Respondent has been responsible for making all major decisions for Works & Lentz for the past 10 years. Individual Respondent is responsible for creating, managing, or approving all of Corporate Respondent's policies and procedures.
11. Individual Respondent has drafted or approved all templates for Demand Letters sent by Respondent since at least January of 2012. All Demand Letters from the Tulsa office are signed with the name of Individual Respondent.

Findings and Conclusions as to Misrepresentations Concerning Level of Attorney Involvement in Demand Letters and Telephone Communications (Respondents)

12. Upon receiving a new account from a client, Corporate Respondent's computer system automatically sends the Consumer whose Debt is the subject of the account an initial Demand Letter.
13. Prior to October of 2012, this initial Demand Letter did not include any disclaimer to alert Consumers that no attorney had reviewed their account prior to the initial demand being mailed.
14. Since at least January 2012, in many instances, no attorney reviews Consumers' accounts before Corporate Respondent sends Consumers the initial Demand Letter.
15. After the initial Demand Letter is mailed, Corporate Respondent assigns accounts to account managers, who, after 33 days, call Consumers seeking payments.
16. When account managers call Consumers, they immediately identify themselves as calling from a law firm. When Consumers call Works & Lentz, if a person

does not answer, the automated greeting identifies Works & Lentz as a law firm, stating: “You have reached Works & Lentz, Attorneys at Law.”

17. In many instances, no attorney reviews Consumers’ accounts before account managers call them seeking payment.
18. Account managers also attempt to collect on accounts by mailing Consumers additional Demand Letters after the initial Demand Letter. These letters are available to account managers through Corporate Respondent’s computer system, which houses approximately 20 different letter templates. Account managers have full discretion to determine when and whether to mail consumers non-initial Demand Letters and do not routinely consult attorneys before doing so.
19. Since at least January of 2012, every Demand Letter sent from Corporate Respondent is sent on formal letterhead stating “Law Offices” and lists the names of multiple attorneys.
20. The text of some Demand Letters threatens to file a lawsuit against Consumers who do not make payments: “There may be no alternative but to file a lawsuit against you” or “There may be no alternative but to request permission from our client to file a lawsuit against you.”
21. The Demand Letters close with a computerized signature of an individual attorney, underneath which the words “Attorney at Law” is printed.
22. In many instances, no attorney reviews consumers’ accounts before account managers send Consumers the non-initial Demand Letters.
23. Until August of 2016, none of the non-initial Demand Letters contained a disclaimer regarding a lack of attorney involvement.

24. The FDCPA prohibits any Debt collector from using false, deceptive, or misleading representations or means in connection with the collection of any Debt, including “[t]he false representation or implication that any individual is an attorney or that any communication is from an attorney.” 15 U.S.C. § 1692e(3). The FDCPA also prohibits “[t]he use of any false representation or deceptive means to collect or attempt to collect any Debt or to obtain information concerning a customer.” *Id.* at § 1692e(10).
25. As described in Paragraphs 12-23, in connection with collecting or attempting to collect Debt, Respondent has represented, directly or indirectly, expressly or impliedly, that the Demand Letters were from an attorney or that the firm’s attorneys were meaningfully involved in reviewing the Consumer’s case or had reached a professional judgment that sending a Demand Letter or making a collection call was warranted.
26. In fact, the letters are sent and collection calls are made by non-attorneys, and the firm’s attorneys are not meaningfully involved in evaluating individual accounts before Respondents send collection letters or make collection calls to Consumers.
27. Thus, Respondents’ representations, as described in Paragraph 25 are false or misleading and constitute deceptive acts or practices in violation of Sections 807(3) and 807(10) of the FDCPA, 15 U.S.C. § 1692e(3), (10).

Findings and Conclusions as to Misrepresentations Concerning Improperly Notarized Affidavits in Lawsuits Against Consumers (Corporate Respondent)

28. If Corporate Respondent decides to file a lawsuit against a Consumer, it sends the client a client affidavit and requests the client to sign, notarize and return the affidavit along with approval to file suit.
29. In some cases, prior to June of 2016, clients returned signed affidavits with a nonnotarized signature; when this occurred, a Corporate Respondent employee notarized the client affidavit for the client.
30. Oklahoma law requires notarial officers to verify that a signature is true from either personal knowledge or satisfactory evidence for the notary to be valid. Oklahoma State Notary Law § 49-113.
31. Prior to June of 2016, Corporate Respondent's employees did not take any steps to verify the truth of the signature on the client affidavit before notarizing the document and filing them as part of collection lawsuits against Consumers.
32. The FDCPA prohibits "[t]he use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a customer." 15 U.S.C. § 1692e(10).
33. As described in Paragraphs 28-31, in connection with collecting or attempting to collect Debt, Corporate Respondent represented, directly or indirectly, expressly or by implication, that the affidavits it proffered in collection lawsuits against Consumers had been verified and notarized in accordance with Oklahoma state law.

34. In truth, in numerous instances, Corporate Respondent did not properly verify the truth of the signature on the affidavit prior to notarizing the affidavits and filing them in Collection Suits against Consumers.
35. Thus, Corporate Respondent's representations, as described in Paragraph 33 are false or misleading and constitute deceptive acts or practices in violation of Section 807(10) of the FDCPA, 15 U.S.C. § 1692e(10).

Findings and Conclusions as to Works & Lentz's Violation of Regulation V (Corporate Respondent)

36. Corporate Respondent furnishes consumer information regarding more than one million Consumers to a credit reporting agency (CRA).
37. Corporate Respondent did not maintain any written policies or procedures regarding its transmission of information to the CRA prior to July of 2016.
38. Corporate Respondent did not create any protocols to ensure the accuracy or integrity of the information it submitted to the CRA prior to July of 2016.
39. Regulation V requires furnishers to establish, implement, and periodically review and update reasonable written policies and procedures regarding the accuracy and integrity of information relating to Consumers that it furnishes to consumer reporting agencies, 12 C.F.R. § 1022.42(a) and (c), and requires furnishers to consider the guidelines provided in Appendix E of the regulation and to incorporate those guidelines as appropriate. 12 C.F.R. § 1022.42(b).
40. As described in Paragraphs 36-38, Corporate Respondent did not maintain any written policies and procedures regarding the accuracy and integrity of information relating to Consumers that it furnishes to consumer reporting agencies until July 2016.

41. Thus, Corporate Respondent has violated 12 C.F.R. § 1022.42(a), (b) & (c).

ORDER

V

Conduct Provisions

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

42. Respondents, and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate sections 807(3) and 807(10) of the FDCPA, 1692e(3), and 1692e(10); or Regulation V, 12 C.F.R. § 1022.42(a), (b) & (c).
43. Respondents, and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, may not directly or indirectly do any of the following, in connection with the collection of a Debt, if an attorney has not been meaningfully involved in reviewing the Consumer's account at issue and has not made a professional assessment of the Debt:
- a. State or imply that a written communication in connection with the collection of a Debt, including a Demand Letter, is from an attorney or on behalf of an attorney;
 - b. State or imply that a phone call in connection with the collection of a Debt is from or on behalf of an attorney;
 - c. Refer to "attorneys" or a "law firm" in any automated recording that plays when Consumers call Respondents regarding a Debt;
 - d. State or imply that an attorney has reviewed the Consumer's Debt; or
 - e. State or imply that Respondents may file a lawsuit or take legal action against the Consumer.

44. In all Demand Letters or other written communications with a Consumer in connection with the collection of a Debt, where an attorney has not been meaningfully involved in reviewing the Consumer's account at issue and has not made a professional assessment of the delinquency, Respondents must:
 - a. Clearly and prominently disclose that no attorney has reviewed the Consumer account at issue;
 - b. State in the signature block that the letter is from the Collections Department; and
 - c. Omit the name of any attorney and the phrase "Attorney at Law" from the signature block of any Demand Letter.
45. In any oral communication with a Consumer in connection with the collection of a Debt, where an attorney has not been meaningfully involved in reviewing the Consumer's account at issue and has not made a professional assessment of the delinquency, Respondents must:
 - a. Clearly and prominently disclose that no attorney has reviewed the Consumer account at issue; and
 - b. Accurately state the identity or the job title of the person making the call and state that he or she is from the Collections Department.
46. In all Demand Letters sent to Consumers and all phone calls with Consumers in connection with the collection of a Debt, Respondents must make a statement that the Consumer may request, in writing, copies of the documentation referenced in Paragraph 47(a) as to the account at issue, and the Respondents will provide such documentation within 30 days, at no cost, provided that Respondent only has to provide such documentation once per year per account.

47. Respondents, and their officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with the collection of any Debt may not, in any written or oral communication with a Consumer, refer to the potential of a Collection Suit being filed, implicitly or explicitly, or commence a Collection Suit unless an attorney acting on behalf of the Respondents:
- a. Has reviewed Original Account-Level Documentation reflecting, at a minimum, the Consumer's full name, the last four digits of the account number associated with the Debt by the Client, and the claimed amount excluding any post-transfer payments; and (i) a document signed by the Consumer evidencing the opening of the account forming the basis for the Debt or (ii) Original Account-Level Documentation reflecting a purchase, payment, or actual use by the Consumer, or (iii) other documentation authorizing the creation of the Debt by the Consumer;
 - b. Has made a professional assessment of the delinquency; and
 - c. Has obtained client permission to file a suit against that specific Consumer.
48. In connection with a Collection Suit, Respondents are permanently restrained and enjoined from presenting to a court any affidavit in which the affiant represents, expressly or by implication, that the affidavit has been notarized if the affidavit was not executed by the affiant in the presence of a notary or otherwise in strict compliance with applicable state law.
49. Within 10 days of the Effective Date, Corporate Respondents shall revise and enhance their written policies and procedures regarding the accuracy and integrity of information relating to Consumers that it furnishes to Consumer

reporting agencies such that they fully adhere to all of the guidelines provided in Appendix E.

50. Within 45 days of the Effective Date, Respondents must create and provide adequate training to all officers, agents, servants, employees and attorneys regarding the requirements of paragraphs 42-49 of this Consent Order and the FDCPA and Regulation V.

VI Compliance Plan

IT IS FURTHER ORDERED that:

51. Within 30 days of the Effective Date, Respondents must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Respondents' actions 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:
 - a. Detailed steps for addressing each action required by this Consent Order;
 - b. The name and contact information of the primary person responsible for creating, developing, and implementing policies and procedures in the Tulsa and Oklahoma City Offices;
 - c. An explanation of the process by which new policies, including policies required under the Consent Order, will be approved in the future including the specific people in charge of approving said policies;
 - d. All template or form collection letters Respondents use in collection efforts;

- e. All scripts, talking points, question and answer documents, job aids, or other documents used to train agents engaged in collection calls and all phone message scripts used by Respondents;
 - f. A sworn statement summarizing the policies and procedures created and implemented pursuant to this Consent Order;
 - g. A sworn statement describing all training provided pursuant to this Consent Order and certifying the attendance of all officers, agents, servants, employees and attorneys at such training or trainings; and
 - h. Specific timeframes and deadlines for implementation of the steps described above.
52. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondents to revise it. If the Enforcement Director directs Respondents to revise the Compliance Plan, Respondents must make the revisions and resubmit the Compliance Plan to the Enforcement Director within 15 days.
53. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, Respondents must immediately implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

MONETARY PROVISIONS

VII

Order to Pay Redress

IT IS FURTHER ORDERED that:

54. Within 10 days of the Effective Date, Respondents must reserve or deposit into a segregated deposit account \$577,135.20 for the purpose of providing redress to Affected Consumers as required by this Section.
55. Within 30 days of the Effective Date, Respondents 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 Respondents to revise it. If the Enforcement Director directs Respondents to revise the Redress Plan, Respondents must make the revisions 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, Respondents must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Redress Plan.
56. The Redress Plan will apply to all Affected Consumers and must:
 - a. Specify how Respondents will identify all Affected Consumers;
 - b. Provide processes describing how redress will be made to all Affected Consumers;
 - c. Describe the method used to calculate redress to be paid to each Affected Consumer as required by this Consent Order;

- d. Include the form of the letter to be sent notifying Affected Consumers of the redress and the form of the envelope that will contain the letter;
 - i. The letter must include language explaining how the amount of redress was calculated and a statement that the refund payment is being provided in compliance with the terms of this Consent Order;
 - ii. Respondents may not include in any envelope containing the notification letter any materials other than the approved letter and redress checks; and
 - e. Require Respondents to make reasonable attempts to locate Affected Consumers whose notification letter or check is returned for any reason, including performing a standard address search using the National Change of Address System. Respondents must re-mail any returned letters or checks to corrected addresses within 90 days of receiving a return. Any unclaimed funds must be disposed of in compliance with the Redress Plan and this Consent Order.
57. After completing the Redress Plan, if the amount of redress provided to Affected Consumers is less than \$577,135.20, within 15 days of the completion of the Redress Plan, Respondents 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 \$577,135.20.
58. 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 as disgorgement. Respondents will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

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

VIII Order to Pay Civil Money Penalties

IT IS FURTHER ORDERED that:

60. Under section 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), Respondents must pay a civil money penalty of \$78,800.00 to the Bureau.
61. Within 10 days of the Effective Date, Respondents 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.
62. The civil money penalty paid under this Consent 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).
63. Respondents must treat the civil money penalty paid under this Consent Order as a penalty paid to the government for all purposes. Regardless of how the Bureau ultimately uses those funds, Respondents 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.
64. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondents may not argue that Respondents are entitled to, nor may Respondents 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 (Penalty Offset). If the court in any Related Consumer Action grants such a Penalty Offset, Respondents must, within 30 days after entry of a final order granting the Penalty Offset, notify the Bureau, and pay the amount of the Penalty Offset 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.

IX

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

65. In the event of any default on Respondents' 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.

66. Respondents 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 Respondents.
67. Under 31 U.S.C. § 7701, Respondents, unless they have already has done so, must furnish to the Bureau their taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
68. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondents 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 Respondents 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.

X

Reporting Requirements

IT IS FURTHER ORDERED that:

69. Respondents 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 Respondents; or a change in Respondents' name or address.

Respondents 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.

70. Within 7 days of the Effective Date, Respondents must:
- a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Bureau may use to communicate with Respondents for the Oklahoma City and Tulsa offices;
 - b. Identify all businesses, if any, for which Respondents are the majority owner, or that Respondents directly or indirectly control, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;
 - c. Describe the activities of each such business, including the products and services offered, and the annual revenues;
 - d. Identify Individual Respondent's telephone numbers and all email, Internet, physical, and postal addresses, including all residences; and
 - e. Describe in detail Individual Respondent's involvement in any business for which he performs services in any capacity or which he wholly or partially owns, including Respondent's title, role, responsibilities, participation, authority, control, and ownership.
71. Respondents must report any change in the information required to be submitted under Paragraph 70 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
72. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondents must submit to the Enforcement Director an accurate

written compliance progress report (Compliance Report), which, at a minimum:

- a. Describes in detail the manner and form in which Respondents have complied with this Consent Order; and
- b. Attaches a copy of each Order Acknowledgment obtained under Section XI, unless previously submitted to the Bureau.

XI

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that,

73. Within 7 days of the Effective Date, Individual Respondent must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
74. Within 30 days of the Effective Date, Respondents, for any business for which any of them is the majority owner or which any of them directly or indirectly controls, must deliver a copy of this Consent Order to each of its owners, managers, employees, attorneys, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
75. For 5 years from the Effective Date, Respondents, for any business for which any of them is the majority owner or which any of them directly or indirectly controls, must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section X, any future owners, 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.

76. Respondents must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.

XII

Recordkeeping

IT IS FURTHER ORDERED that

77. Respondents must create, or if already created, must retain for at least 5 years from the Effective Date, the following business records for any business for which Individual Respondent, individually or collectively with any other Respondent, is a majority owner or which he directly or indirectly controls:
- a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau.
 - b. All documents and records pertaining to the Redress Plan, described in Section VII above;
 - c. All documents and records pertaining to the Compliance Report described in Section VI above;
 - d. All template or form collection letters Respondents seek to use in collection efforts; and
 - e. All scripts, talking points, question and answer documents, job aids, training materials, or other documents made available to agents engaged in collection calls.

78. Respondents must retain the documents identified in Paragraph 77 for the duration of the Consent Order.
79. Respondents must make the documents identified in Paragraph 77 available to the Bureau upon the Bureau's request.

**XIII
Notices**

IT IS FURTHER ORDERED that:

80. Unless otherwise directed in writing by the Bureau, Respondents must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re* Works & Lentz, File No. 2017-CFPB-0003," and send them either:

- a. By overnight courier (not the U.S. Postal Service), as follows:

Assistant Director for Enforcement
Consumer Financial Protection Bureau
ATTENTION: Office of Enforcement
1625 Eye Street, N.W.
Washington D.C. 20006; or

- b. By first-class mail to the below address and contemporaneously by email to

Enforcement_Compliance@cfpb.gov:

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

**XIV
Cooperation with the Bureau**

IT IS FURTHER ORDERED that:

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

Consumer. Respondents must provide such information in their agents' possession or control within 14 days of receiving a written request from the Bureau.

82. Respondents must cooperate fully with the Bureau in this matter and in any investigation related to or associated with the conduct described in Section IV. Respondents must provide truthful and complete information, evidence, and testimony. Individual Respondent must appear and Corporate Respondent must cause Respondent's officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the Bureau may reasonably request upon 5 days written notice, or other reasonable notice, at such places and times as the Bureau may designate, without the service of compulsory process.

XV Compliance Monitoring

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

83. Within 14 days of receipt of a written request from the Bureau, Respondents must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
84. For purposes of this Section, the Bureau may communicate directly with Individual Respondent, unless he retains counsel related to these communications.

85. Respondents must permit Bureau representatives to interview any employee or other person affiliated with Respondents who has agreed to such an interview. The person interviewed may have counsel present.
86. 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:

87. Respondents 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 Enforcement Director.
88. The Enforcement Director may, in his/her discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if he/she determines good cause justifies the modification. Any such modification by the Enforcement Director must be in writing.

XVII
Administrative Provisions

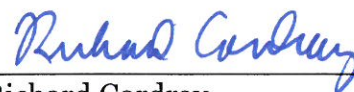
89. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau, or any other governmental agency, from taking any other action against Respondents.
90. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might 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.

91. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
92. This Consent Order will terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondents. If such action is dismissed or the relevant adjudicative body rules that Respondents 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.
93. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.

94. Should Respondents seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondents 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.
95. 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 section 1055(c) of the CFPB, 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 Respondents wherever Respondents may be found and Respondents may not contest that court's personal jurisdiction over Respondents.
96. 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.
97. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondents, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 4th day of January, 2017.



Richard Cordray
Director
Consumer Financial Protection Bureau