

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

ADMINISTRATIVE PROCEEDING
File No. 2020-BCFP-0028

In the Matter of:

CONSENT ORDER

**Omni Financial of Nevada, Inc., also
doing business as Omni Financial
and Omni Military Loans**

The Bureau of Consumer Financial Protection (Bureau) has reviewed the loan-origination activities of Omni Financial of Nevada, Inc., d/b/a Omni Financial and Omni Military Loans (Omni or Respondent, as defined below) and has identified the following law violations: conditioning loans to servicemembers on repayment by allotment, in violation of the Military Lending Act (MLA), 10 U.S.C. § 987(e)(6), and conditioning loans on repayment by preauthorized electronic fund transfers, in violation of the Electronic Fund Transfers Act (EFTA), 15 U.S.C. § 1693k(1), and the Consumer Financial Protection Act (CFPA), 12 U.S.C. § 5536(a)(1)(A). 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 the CFPA, 12 U.S.C. §§ 5563 and 5565; EFTA, 15 U.S.C. § 1693o, the MLA, 10 U.S.C. § 987(f)(6), and the Truth In Lending Act, 15 U.S.C. § 1607(a)(6).

II.

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated December 21, 2020 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Omni has consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Omni admits the facts necessary to establish the Bureau’s jurisdiction over Omni and the subject matter of this action.

III.

Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumers” includes consumers who obtained loans from Omni during the Relevant Period, who qualified as Covered Members at

the time that they took out a loan from Omni, and whose loan repayment method at the point of origination was allotment.

- b. “Board” means Omni’s duly-elected and acting Board of Directors.
- c. “Clearly and Prominently” means:
 - i. in textual communications, 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, and disclosed in a manner that would be easily recognizable and understandable in language and syntax to an ordinary consumer;
 - ii. in communications disseminated orally or through audible means, the disclosure must be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.
- d. “Covered Member” is synonymous in meaning and equal in scope to the definition of the term, as of the Effective Date, provided in 10 U.S.C. § 987(i)(1), and includes a member of the armed forces who is:
 - i. On active duty under a call or order that does not specify a period of 30 days or less; or
 - ii. On active Guard and Reserve Duty.

- e. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- f. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Bureau of Consumer Financial Protection, or his or her delegate.
- g. “Omni” or “Respondent” means Omni Financial of Nevada, Inc., including Omni Financial and Omni Military Loans, and its successors and assigns.
- h. “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 Omni based on substantially the same facts as described in § IV of this Consent Order.
- i. “Relevant Period” includes from October 3, 2016, to the Effective Date.

IV.

Bureau Findings and Conclusions

The Bureau finds the following:

- 4. Omni is an installment lender that is incorporated in Nevada and has its principal place of business in Las Vegas. It operates using the trade names Omni Financial and Omni Military Loans, and it specializes in lending to consumers affiliated with the military. Its loans typically range from \$500 to

\$10,000 over a typical term of between 6 and 36 months. Omni originates tens of thousands of loans each year.

5. Because Omni originates installment loans for personal or household use, it is a “covered person” under the CPFA; 12 U.S.C. § 5481(5), (6), (7), & (15)(A)(i); and Omni’s loans are a “consumer financial product or service.” 12 U.S.C. § 5481(5), (7), (15)(A)(i).

Findings and Conclusions as to Omni’s Allotment Practices

6. In 2006, Congress amended Title 10 to add a new section commonly referred to as the Military Lending Act, which provides consumer protections for servicemembers. John Warner National Defense Authorization Act for Fiscal Year 2007, Pub. L. No. 109-364, § 670(a), 120 Stat 2083 (codified at 10 U.S.C. § 987).
7. Among these protections, the MLA makes it illegal for a creditor, such as Omni during the Relevant Period, to extend consumer credit to Covered Members or their dependents if the creditor requires them to repay by allotment. 10 U.S.C. § 987(e)(6).
8. About 90% of Omni’s loans are extended to Covered Members, as that term is defined in 10 U.S.C. § 987(i)(1).
9. The allotment system is run by the Department of Defense and dates back to the days before automatic bill-pay and internet banking. The system allows a

servicemember to designate a portion of each paycheck to certain recipients other than the servicemember. The allotment system was intended to help ensure that servicemembers could pay their obligations while they were deployed or otherwise unavailable to handle personal finances. Over the years, this has become less necessary as technology has made it easier to make payments automatically or remotely.

10. When active-duty servicemembers and active-duty Guard or Reserve Members who are Covered Members apply for loans from Omni, Omni employees tell the Covered Members that in order to get the loan they must repay by allotment.
11. 99% of active-duty servicemembers and active-duty Guard or Reserve members who are Covered Members and who get loans from Omni repay their loans by allotment.
12. Omni has benefited from this practice because the allotment system helps guarantee payment on unsecured loans, meaning that borrowers who repay by allotment have lower delinquency and default rates. And Affected Consumers have been harmed in the amount of interest and fees paid because they were wrongfully deprived of the option to pay by means other than allotment.
13. Therefore, Omni violated the MLA. 10 U.S.C. § 987(e)(6).

**Findings and Conclusions as to
Omni's Preauthorized Electronic Fund Transfers Practices**

14. Omni also lends to civilians and non-covered servicemembers, such as military retirees, some of whom do not have access to the allotment system. Omni often permits these borrowers to pay by check, cash, credit card, or ACH, among other means.
15. Regardless of the repayment method selected by the borrower, Omni requires every borrower to provide bank account and routing information. And each consumer must sign a contract that authorizes Omni to initiate an electronic-fund transfer from the identified bank account on the scheduled payment date in the event of a payment default under the primary payment method. Under the contract, Omni is authorized to initiate an electronic-fund transfer on the first business day after the due date of a payment that has been missed.
16. EFTA states that no person may condition an extension of credit on a consumer's agreement to repay by a preauthorized electronic-fund transfer. 15 U.S.C. § 1693k(1).
17. The terms in Omni's contracts constitute preauthorized electronic-fund transfers because they authorize in advance an electronic-fund transfer to occur at substantially regular intervals (*i.e.*, the first business day after a missed payment and each successive payment thereafter until the borrower

makes a payment by another means). 15 U.S.C. § 1693a(1).

18. Therefore, Omni violated EFTA. 15 U.S.C. § 1693k(1).
19. Section 1036(a)(1)(A) of the CFPA prohibits covered persons from offering or providing a consumer-financial product or service that is not in conformity with Federal consumer-financial law. 12 U.S.C. § 5536(a)(1)(A).
20. EFTA is a Federal consumer-financial law. 12 U.S.C. § 5481(12)(C), (14).
21. Omni's loans were not offered or provided in conformity with EFTA, as described above.
22. Therefore, Omni violated the CFPA. 12 U.S.C. § 5536(a)(1)(A).

CONDUCT PROVISIONS

V.

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

23. Omni and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate: 10 U.S.C. § 987(e), including by conditioning a loan to a borrower who is a Covered Member under the MLA on that Covered Member's agreement to repay by allotment; or 15 U.S.C. § 1693k(1) by conditioning any loan on a borrower's agreement to repay by preauthorized electronic fund transfer.
24. Within 30 days of receiving notice of the Enforcement Director's

nonobjection to the Compliance Plan, Omni must contact in writing, which may be electronic, each borrower who has a loan with an outstanding balance and who, as of the Effective Date, is repaying his or her loan by allotment, and Clearly and Prominently:

- a. inform the borrower of this Consent Order and provide a summary of the Bureau's findings and conclusions;
- b. inform the borrower that the borrower may choose to repay his or her loan using a different repayment method;
- c. list all repayment methods available to the borrower; and
- d. provide a method by which the borrower may elect an alternative repayment option.

Omni and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not make any representation or statement, or take any other action that interferes with, detracts from, contradicts, or otherwise undermines the communications required under this Paragraph. Omni shall include no other materials with the notice unless Omni has obtained written confirmation from the Enforcement Director that the Bureau does not object to the inclusion of such materials.

25. After the occurrence of all events specified in ¶¶ 31-32, Omni and its

officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not draft the bank account of a borrower who has an outstanding loan as of the Effective Date (unless the borrower has, as of the Effective Date, elected to repay the loan by EFT as the borrower's primary repayment method) unless Omni obtains a new authorization to draft that borrower's bank account. The new authorization must be in writing, which may be electronic, and signed by the consumer. Omni must Clearly and Prominently disclose to the consumer that the authorization is optional.

26. For loans made after the occurrence of all events specified in ¶¶ 31-32, Omni and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not accept a payment by allotment without first obtaining authorization that is signed by the consumer to repay by allotment. Such authorization, which may be electronic, must be in a document that is separate from the loan contract document and any other document and must Clearly and Prominently disclose to the consumer that repayment by allotment is optional and that the consumer may change his or her repayment method at any time.
27. Within 30 days of the Effective Date and at least annually thereafter, Omni

must provide a training to each employee involved in loan origination. Such training must inform the employee that no consumer is required to repay his or her loan by allotment.

28. Omni and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not:
 - a. take any action to incentivize Omni's employees, contractors, or other agents to obtain authorizations from consumers to repay loans by allotment; or
 - b. consider the number or rate of consumers that have elected to repay their loans by allotment (or any proxy thereof) when evaluating the performance of any employee, contractor, or other agent.
29. Beginning no later than 30 days of the Effective Date, Omni must provide each consumer with a written statement, which may be electronic, for each billing cycle, within a reasonably prompt time after the payment due date, that Clearly and Prominently contains at least the following:
 - a. loan balance;
 - b. the total of all payments received since the last statement;
 - c. the total of all payments received since the beginning of the calendar year;

- d. the amount due for the next payment; and
- e. any fees assessed.

VI.

Compliance Plan

IT IS FURTHER ORDERED that:

- 30. Within 30 days of the Effective Date, Omni must submit to the Enforcement Director for review and determination of non-objection a comprehensive compliance plan designed to ensure that Omni's repayment-selection practices comply with all applicable Federal consumer financial laws, the MLA, 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. draft communications required under ¶ 24 and information about their dissemination;
 - c. draft authorizations referred to in ¶¶ 25 and 26 and information about their dissemination; and
 - d. specific timeframes and deadlines for implementation of the steps described above.
- 31. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Omni to revise it. If the Enforcement Director directs Omni to revise the

Compliance Plan, Omni must revise and resubmit the Compliance Plan to the Enforcement Director within 15 days.

32. After receiving notification that the Enforcement Director has made a determination of non-objection to the Compliance Plan, Omni must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the Compliance Plan.

VII.

Role of the Board

IT IS FURTHER ORDERED that:

33. The Board must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order before submission to the Bureau.
34. Although this Consent Order requires Omni to submit certain documents for review or non-objection by the Enforcement Director, the Board will have the ultimate responsibility for proper and sound management of Omni and for ensuring that Omni complies with the laws that the Bureau enforces, including Federal consumer financial laws, the MLA, and this Consent Order.
35. In each instance that this Consent Order requires the Board to ensure adherence to the Consent Order, or perform certain obligations of Omni, the

Board must:

- a. authorize whatever actions are necessary for Omni to fully comply with the Consent Order;
- b. require timely reporting by management to the Board on the status of compliance obligations; and
- c. Require timely and appropriate corrective action to remedy any material non-compliance with any failures to comply with Omni directives related to this Section.

MONETARY PROVISIONS

VIII.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

- 36. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in § IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Omni must pay a civil money penalty of \$2,175,000 to the Bureau.
- 37. Within 10 days of the Effective Date, Omni 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.
- 38. 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).

39. Omni, 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, Omni 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.
40. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Omni may not argue that Omni is entitled to, nor may Omni 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 Omni based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil

Penalty Fund, Omni 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.

IX.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

41. In the event of any default on Omni'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.
42. Omni relinquishes 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 Omni.
43. Under 31 U.S.C. § 7701, Omni, unless it already has done so, must furnish to the Bureau its taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
44. Within 30 days of the entry of a final judgment, consent order, or settlement

in a Related Consumer Action, Omni 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 Omni 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

X.

Reporting Requirements

IT IS FURTHER ORDERED that:

45. Omni 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 Omni; or a change in Omni's name or address. Omni 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.
46. Within seven days of the Effective Date, Omni 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 Omni;
- b. identify all businesses for which Omni is the majority owner, or that Omni directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
 - c. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
47. Omni must report any change in the information required to be submitted under ¶ 46 at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
48. Within 90 days of the Effective Date, and again one year after receiving notice of non-objection to the Compliance Plan, Omni must submit to the Enforcement Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, sworn to under penalty of perjury, which, at a minimum:
- a. lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Omni has complied with each such paragraph and subparagraph of the Consent Order;
 - b. describes in detail the manner and form in which Omni has complied with the Compliance Plan; and

- c. attaches a copy of each Order Acknowledgment obtained under § XI, unless previously submitted to the Bureau.

XI.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

- 49. Within seven days of the Effective Date, Omni must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
- 50. Within 30 days of the Effective Date, Omni 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.
- 51. For five years from the Effective Date, Omni must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in § X, 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.
- 52. Omni 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. §§ 7001–7006, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.

53. Within 90 days of the Effective Date, Omni must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under ¶¶ 50–51 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under ¶ 52.

XII.

Recordkeeping

IT IS FURTHER ORDERED that:

54. Omni must create and retain the following business records:
- a. all documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau;
 - b. all documents and records necessary to demonstrate any borrower's military status at the time of loan application and the repayment method selected by each borrower;
 - c. all consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those

- complaints or requests; and
- d. records showing, for each employee who assists consumers with applying for or closing loans, that person's name, telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination.
55. Omni must make the documents identified in ¶ 54 available to the Bureau upon the Bureau's request

XIII.

Notices

IT IS FURTHER ORDERED that:

56. Unless otherwise directed in writing by the Bureau, Omni must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, "*In re Omni Financial*, File No. 2020-BCFP-0028," and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

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

XIV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

57. Omni must cooperate fully to help the Bureau determine the identity and location of, and the amount of injury sustained by, each Affected Consumer. Omni must provide such information in its or its agents' possession or control within 14 days of receiving a written request from the Bureau.

XV.

Compliance Monitoring

IT IS FURTHER ORDERED that:

58. Within 14 days of receipt of a written request from the Bureau, Omni 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 about the requirements of this Consent Order and Omni's compliance with those requirements any employee or other person affiliated with Omni who has agreed to such an interview. 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.

XVI.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

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

ADMINISTRATIVE PROVISIONS

XVII.

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 Omni, except as described in ¶ 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 Omni.

64. The Bureau releases and discharges Omni from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in § 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 Omni 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 five years from the Effective Date or five years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Omni. If such action is dismissed or

the relevant adjudicative body rules that Omni 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 Omni seek to transfer or assign all or part of its operations that are subject to this Consent Order, Omni 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 Omni wherever Omni may be found, and Omni may not contest that court's personal jurisdiction over Omni.

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 Omni, its Board, officers, or employees to violate any law, rule, or regulation.

IT IS SO ORDERED, this 28th day of December, 2020.



Kathleen L. Kraninger
Director
Bureau of Consumer Financial Protection