

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

AQUA FINANCE, INC., a corporation.

Defendant.

Case No. _____

**STIPULATED ORDER FOR
PERMANENT INJUNCTION,
MONETARY JUDGMENT, AND
OTHER RELIEF**

Plaintiff, the Federal Trade Commission (“Commission”), filed its Complaint for Permanent Injunction and Other Relief (“Complaint”), for a permanent injunction and other relief in this matter, pursuant to Sections 13(b) of the Federal Trade Commission Act (“FTC Act”), 15 U.S.C. §§ 53(b). The Commission and Defendant stipulate to the entry of this Stipulated Order for Permanent Injunction, Monetary Judgment, and Other Relief (“Order”) to resolve all matters in dispute in this action between them, including a potential administrative action pursuant to 16 C.F.R. Part 3, followed by a potential federal court action pursuant to Section 19(a)(2) of the FTC Act, 15 U.S.C § 57b(a)(2).

THEREFORE, IT IS ORDERED as follows:

FINDINGS

1. This Court has jurisdiction over this matter.
2. The Complaint charges that Defendant participates in deceptive and unfair acts or practices in violation of Section 5 of the FTC Act, 15 U.S.C. § 45, in connection with the promotion, offering for sale, or sale of water treatment systems.
3. The Complaint also charges that Defendant, in the offering or extension of credit

to consumers for purchase of Dealers' products or services, fails to properly disclose the terms of the credit in violation of the Truth in Lending Act ("TILA"), 15 U.S.C. §§ 1631 and 1638, and its implementing Regulation Z, 12 C.F.R. §§ 1026.17 and 1026.18, and that Defendant is violating the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681–1681x, and the Duties of Furnishers of Information to Consumer Reporting Agencies Rule, issued pursuant to section 623(e)(1) of the FCRA, 15 U.S.C. § 1681s-2(e)(1), and recodified as Duties of Furnishers of Information, 12 C.F.R. § 1022, subpart E ("Furnisher Rule").

4. Defendant neither admits nor denies any of the allegations in the Complaint, except as specifically stated in this Order. Only for purposes of this action, Defendant admits the facts necessary to establish jurisdiction.

5. Defendant waives any claim that it may have under the Equal Access to Justice Act, 28 U.S.C. § 2412, concerning the prosecution of this action through the date of this Order, and agrees to bear its own costs and attorney fees.

6. Defendant and Plaintiff waive all rights to appeal or otherwise challenge or contest the validity of this Order.

DEFINITIONS

For the purpose of this Order, the following definitions apply:

A. **"Clear(ly) and conspicuous(ly)"** means that a required disclosure is difficult to miss (i.e., easily noticeable) and easily understandable by ordinary consumers, including in all of the following ways:

1. In any communication that is solely visual or solely audible, the disclosure must be made through the same means through which the communication is presented. In any communication made through both visual and audible

means, such as a television advertisement, the disclosure must be presented simultaneously in both the visual and audible portions of the communication even if the representation requiring the disclosure is made in only one means.

2. A visual disclosure, by its size, contrast, location, the length of time it appears, and other characteristics, must stand out from any accompanying text or other visual elements so that it is easily noticed, read, and understood.
3. An audible disclosure, including by telephone or streaming video, must be delivered in a volume, speed, and cadence sufficient for ordinary consumers to easily hear and understand it.
4. In any communication using an interactive electronic medium, such as the Internet or software, the disclosure must be unavoidable.
5. The disclosure must use diction and syntax understandable to ordinary consumers and must appear in each language in which the representation that requires the disclosure appears.
6. The disclosure must comply with these requirements in each medium through which it is received, including all electronic devices and face-to-face communications.
7. The disclosure must not be contradicted or mitigated by, or inconsistent with, anything else in the communication.
8. When the representation or sales practice targets a specific audience, such as children, the elderly, or the terminally ill, “ordinary consumers”

includes reasonable members of that group.

- B. **“Compliance Date”** means the later of March 30, 2024, or the date of entry of this Order.
- C. **Consumer Reporting Agency” or “CRA”** means any Person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.
- D. **“Covered Consumer Debt”** means debt owed to Defendant by consumers who financed the purchase of water treatment equipment goods or services and that was identified in an email from counsel for Defendant to counsel for the Commission on October 12, 2023, whether the debt is possessed by Defendant or referred, sold, assigned, or otherwise transferred to any collection agency or other party. This includes any outstanding principal balance and all unpaid interest and fees.
- E. **“Credit Agreement(s)”** means any contract for consumers to finance the purchase of any water treatment good or service, including any modification or addendum to such a contract.
- F. **“Dealer(s)”** means any Person engaged in the promotion, offering for sale, or sale of water treatment systems door-to-door.
- G. **“Dealer Complaints”** are written or verbal communications received by Defendant from consumers who have purchased water treatment system goods or services that communicate a suspicion or allegation of wrongful conduct, whether in the form of a

misrepresentation by a Dealer or a Dealer's failure to disclose any material fact related to Credit Agreements or the financing of the purchase of any water treatment good or service, whether communicated to Defendant directly by the customer or through a third party.

- H. **"Defendant"** means Aqua Finance, Inc. and its successors and assigns.
- I. **"Direct Dispute"** means a dispute submitted directly to a Furnisher (including a Furnisher that is a debt collector) by a consumer concerning the accuracy of any information contained in a consumer report and pertaining to an account or other relationship that the Furnisher has or had with the consumer.
- J. **"FCRA Qualified Direct Dispute"** means a written Direct Dispute that is submitted by the consumer at the address provided by the Furnisher or, if the Furnisher has not specified an address, is submitted to any business address of the Furnisher and: (1) includes sufficient information to identify the account or other relationship that is in dispute; (2) includes the specific information the consumer is disputing and an explanation for the basis of the dispute; and (3) includes all supporting documentation or other information reasonably required by the Furnisher to substantiate the basis of the dispute.
- K. **"Furnisher"** means an entity that furnishes information relating to consumers to one or more Consumer Reporting Agencies for inclusion in a consumer report.
- L. **"Identity Theft Report"** means a report:
 - i. that alleges identity theft with as much specificity as the consumer can provide;

- ii. that is a copy of an official, valid report filed by the consumer with a Federal, state, or local law enforcement agency, including the United States Postal Inspection Service, the filing of which subjects the Person filing the report to criminal penalties relating to the filing of false information, if, in fact, the information in the report is false; and
- iii. that may include additional information or documentation that a Furnisher or Consumer Reporting Agency reasonably requests for the purpose of determining the validity of the alleged identity theft, provided that the Furnisher or Consumer Reporting Agency:
 - (A) makes such request not later than fifteen days after the date of receipt of the copy of the report form or the request by the consumer for the particular service, whichever shall be the later;
 - (B) makes any supplemental requests for information or documentation and final determination on the acceptance of the Identity Theft Report within another fifteen days after its initial request for information or documentation; and
 - (C) shall have five days to make a final determination on the acceptance of the Identity Theft Report, in the event that the Consumer Reporting Agency or Furnisher receives any such additional information or documentation on the eleventh day or later within the fifteen-day period set forth in (iii)(B) of this definition.

M. **“Person”** means a natural person, organization, or other legal entity, including a corporation, partnership, proprietorship, association, cooperative, or any other group or combination acting as an entity.

ORDER

I. PROHIBITION AGAINST MISREPRESENTATIONS

IT IS FURTHER ORDERED that Defendant, Defendant’s officers, agents, employees, and attorneys and all others in active concert or participation with any of them, who receive actual notice of this Order, whether acting directly or indirectly, in connection with promoting, offering, originating, servicing, collecting, or reporting on Credit Agreements, are hereby permanently restrained and enjoined from misrepresenting or assisting others, in misrepresenting, expressly or by implication:

- A. that interest rate stays the same for the term of the Credit Agreement;
- B. that the minimum monthly payment stays the same for the term of the Credit Agreement;
- C. that accrual of interest on the Credit Agreement is deferred;
- D. that the Credit Agreement will be repaid in a certain period of time if the consumer only makes the required minimum monthly payments;
- E. that the Credit Agreement is interest free;
- F. that interest on the Credit Agreement is included in the sales price;
- G. that any payments, rebates, or products will be provided as part of the Credit Agreement;
- H. the material terms of any Credit Agreement, including:
 - 1. the interest rate(s);

2. annual percentage rate(s);
3. finance charge(s);
4. the minimum monthly payment amount(s);
5. the amount financed;
6. the payment schedule;
7. whether any material term is subject to change; and
8. the total costs.

II. MONITORING OF DEALERS AND DEALER COMPLAINTS

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees, and attorneys and all others in active concert or participation with any of them, who receive notice of this Order, whether acting directly or indirectly, in connection with promoting, offering, originating, servicing, collecting, or reporting on Credit Agreements, are permanently restrained and enjoined from failing to:

- A. No later than the Compliance Date, for Dealers with whom the Defendant does not have, at the time of entry of this Order, an existing business relationship, before Defendant conducts any business with any such Dealer, obtain from each an express written agreement, which the Dealer must separately acknowledge apart from any other documentation Defendant may require the Dealer to sign, that it will not misrepresent any material aspect of the financing terms and conditions, will comply with all applicable laws in connection with the promotion or offering of financing, and disclose the financing terms outlined in Subsection C, unless inapplicable;
- B. for Dealers with whom the Defendant does have, at the time of entry of this Order, an existing business relationship, at or before entering into a renewal of an agreement to

continue the business relationship, or no later than the Compliance Date, obtain from each such Dealer an express written agreement, which the Dealer must separately acknowledge apart from any other documentation Defendant may require the Dealer to sign, that it will not misrepresent any material aspect of the financing terms and conditions, will comply with all applicable laws in connection with the promotion or offering of financing, and disclose the financing terms outlined in Subsection C, unless inapplicable;

C. no later than the Compliance Date, provide each Dealer with accurate information related to the financing of water treatment goods and services on the following topics to enable them to be able to explain to consumers:

1. the annual percentage rate and any scheduled changes to that rate;
2. the payment schedule;
3. how interest accrues;
4. the details of any available promotions;
5. to the extent known by Defendant prior to the consummation of the Credit

Agreement:

- a. the initial amount financed;
- b. the total of payments for the initial amount financed or advanced;
and
- c. how long it will take to repay the amount initially advanced if only the minimum monthly payments are made and no repeat or add on purchases are applied to the account;

D. implement a program that includes the following:

1. Dealer Complaint handling process

- a. document verbal and written Dealer Complaints about Dealers, whether received in English or Spanish, along with all additional details provided by consumers making such Dealer Complaints, and maintain all documents reflecting the foregoing consistent with the Section XI of this Order;
- b. for each new Dealer Complaint received about Dealers with whom the Defendant has, at the time of the Dealer Complaint, an existing business relationship, if Defendant is not able to, within five business days of its receipt of a Dealer Complaint, determine based on the information available to Defendant that the Dealer Complaint is without merit, provide the Dealer with a copy of any written Dealer Complaint or a detailed summary of any verbal Dealer Complaint regarding such Dealer, within two business days of Defendant making that determination and request a response from the Dealer within 10 business days of the date of Defendant's transmission of the Dealer Complaint to the Dealer;
- c. for each new Dealer Complaint, conduct a reasonable investigation and document the details and findings of each such investigation, including any response from the Dealer received in response to a request pursuant to Subsection D.1.b, within 10 business days of the Dealer response due date;

- d. for any Dealer that Defendant, after conducting such investigation, reasonably believes has misrepresented any fact identified in Section I of this Order, or failed to disclose the information identified in Section II.C of this Order unless inapplicable, (1) provide detailed notice of Defendant's findings to that Dealer within five business days of concluding the investigation, and (2) require that the Dealer, within 10 business days after Defendant's provision of such notice, provide evidence either (i) that there were no misrepresentations of any fact outlined in Section I of this Order, or failure to disclose the information outlined in Section II.C of this Order, or (ii) that any such practices have ceased and that such Dealer has taken appropriate remedial action to cure any identified harm caused to the consumer and to prevent future misrepresentations or failures to disclose;
2. if following Defendant's investigations of complaints against a Dealer, Defendant determines that Dealer engaged in a pattern of (i) misrepresentations of any fact outlined in Section I of this Order, or (ii) failures to disclose the information outlined in Section II.C of this Order unless inapplicable, Defendant must permanently terminate, within 30 days, its business relationship with that Dealer;
 - a. for any Dealer that Defendant terminates, Defendant must also terminate its business relationship with any owners and operators of that Dealer within 30 days, to the extent any such owner or operator is

known by Defendant to have engaged in the activities prohibited by this Order; and

b. *provided, however*, that if a Dealer is doing business out of more than one physical business location, the Defendant may continue its business relationship with any of that Dealer's physical business locations for which Defendant has determined that the Dealer is not engaged in a pattern of (i) misrepresentations of any fact outlined in Section I of this Order, or (ii) failure to disclose the information outlined in Section II.C of this Order.

III. REQUIRED DISCLOSURES

IT IS FURTHER ORDERED that Defendant, Defendant's officers, agents, employees, and attorneys and all others in active concert or participation with any of them, who receive notice of this Order, whether acting directly or indirectly, in connection with promoting, offering originating, servicing, collecting, or reporting on Credit Agreements, are hereby permanently restrained and enjoined from:

A. beginning no later than the Compliance Date, prior to entering an agreement for closed-end Credit Agreements, and before the first transaction is made under open-end Credit Agreements, failing to disclose in writing (electronic or hardcopy), Clearly and Conspicuously, and in a form that the consumer may keep, before the consumer signs the Credit Agreement, the following information in a manner reflecting the terms of the legal obligation between the parties:

1. the identity of the creditor;
2. the annual percentage rate;

3. for closed-end Credit Agreements
 - a. the amount financed;
 - b. the finance charge;
 - c. the payment schedule for the amount financed; and
 - d. the total number of payments;
 4. for open-end Credit Agreements
 - a. the amount financed for the first transaction;
 - b. the finance charge on the first transaction;
 - c. the payment schedule for the amount financed for the first transaction; and
 - d. the total number of payments on the first transaction if the minimum monthly payment is paid each month;
 5. that the creditor, or any party that subsequently assumes the Credit Agreement, can record a purchase money security interest under the Uniform Commercial Code (“UCC”) in the product being financed, when such is true; and
 6. that the consumer’s ability to sell or refinance their property where the water treatment system is installed may be affected by such a UCC filing.
- B. violating any provision of the Truth in Lending Act, 15 U.S.C. §§1601-1666j, or Regulation Z, 12 C.F.R. Part 1026.

Provided, however, that implementing and enforcing the policies described in Sections II and III of this Order shall not, for purposes of interpreting or enforcing this Order, be construed as

creating an agency relationship between Defendant—including its officers, agents, employees, and attorneys—and any Dealer.

IV. PROHIBITED CREDIT REPORTING ACTIVITIES

IT IS ORDERED that Defendant, Defendant's officers, agents, employees, and attorneys and all others in active concert or participation with any of them, who receive notice of this Order, whether acting directly or indirectly, in connection with promoting, offering, originating, servicing, collecting, or reporting on Credit Agreements, are hereby permanently restrained and enjoined from:

A. failing to comply with 12 C.F.R. § 1022.42, a copy of which is attached as

Attachment A, including by failing to:

1. establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to CRAs that are appropriate to the nature, size, complexity, and scope of Defendant's activities;
2. consider the guidelines set forth in Appendix E to 12 C.F.R. Part 1022, a copy of which is attached as **Attachment B**, in developing the policies and procedures, and incorporate those guidelines that are appropriate; and
3. periodically review the written policies and procedures and update them as necessary to ensure their continued effectiveness;

B. failing to:

1. establish and implement reasonable written policies and procedures regarding reasonable investigations of FCRA Qualified Direct Disputes, regardless of the language;

2. in developing the policies and procedures concerning FCRA Qualified Direct Disputes, regardless of language, incorporate reasonable provisions related to:
 - (a) training employees whose duties include processing, responding to, or investigating Direct Disputes, including training on the requirements of the FCRA and related regulations;
 - (b) retaining documents related to FCRA Qualified Direct Disputes for a reasonable period of time to allow for effective training and auditing;
 - (c) requiring employees to document actions taken in processing, responding to, or investigating FCRA Qualified Direct Disputes, to allow for effective training and auditing; and
 - (d) establishing an auditing program and schedule that is reasonably designed to promote compliance with the requirements of the FCRA and related regulations; and
3. periodically review the written policies and procedures regarding the conduct of reasonable investigations of FCRA Qualified Direct Disputes and update them as necessary to ensure their continued effectiveness;

C. failing to comply with 12 C.F.R. § 1022.43, a copy of which is attached as

Attachment C, including by, upon receiving an FCRA Qualified Direct Dispute, failing to:

1. conduct a reasonable investigation with respect to the disputed information;
2. review all relevant information provided by the consumer with the dispute notice; and
3. complete its investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period prescribed by

Section 611(a)(1) of the FCRA, 15 U.S.C 1681i(a)(1), a copy of which is attached as **Attachment D**;

D. failing to comply with Section 623 of the FCRA, 15 U.S.C. § 1681s-2, a copy of which is attached as **Attachment E**, including by failing to:

1. cease furnishing information it knows or has reasonable cause to believe is inaccurate, as required by Section 623 (a)(1)(A) of the FCRA, 15 U.S.C. § 1681s-2(a)(1)(A), notwithstanding any alternative compliance methods that may be generally available under Section 623(a)(1)(C) of the FCRA, 15 U.S.C. §1681s-2(a)(1)(C);
2. report information as “disputed” to CRAs when consumers dispute, including verbally, the completeness or accuracy of any information Defendant furnished to a CRA, as required by Section 623(a)(3) of the FCRA, 15 U.S.C. § 1681s-2(a)(3); and
3. cease furnishing information that purports to relate to a consumer to any CRA upon receipt by Defendant of an Identity Theft Report at the address specified by Defendant for receiving such reports, unless and until Defendant subsequently knows or is informed by the consumer that the information being furnished is correct, as required by Section 623(a)(6)(B) of the FCRA, 15 U.S.C. § 1681s-2(a)(6)(B).

V. MONETARY JUDGMENT

IT IS FURTHER ORDERED that:

A. Judgment in the amount of Forty-Three Million Six Hundred and Five Thousand and Nine Hundred Eighty Dollars (\$43,605,980) is entered in favor of Plaintiff Federal Trade

Commission against Defendant, as monetary relief. This judgment consists of:

1. Payment of Twenty Million Dollars (\$20,000,000) to the Commission.
 - a. Defendant is ordered to pay to the Commission Twenty Million Dollars (\$20,000,000), which, as Defendant stipulates, its undersigned counsel holds in escrow for no purpose other than payment to the Commission. Such payment must be made within 7 days of entry of this Order by electronic fund transfer in accordance with instructions previously provided by a representative of the Commission.
2. Ceased collection of a minimum of Twenty-Three Million Six Hundred and Five Thousand and Nine Hundred Eighty Dollars (\$23,605,980) in Covered Consumer Debt as follows:
 - a. Defendant, Defendant's officers, agents, 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, are permanently enjoined from attempting to collect, collecting, or assigning any right to collect any Covered Consumer Debt.
 - b. Within 10 business days after entry of this Order, Defendant shall cease collecting on all Covered Consumer Debt and notify any collection agency or other third party collecting Covered Consumer Debt to cease such collection efforts. Within 60 business days after entry of this Order, Defendant shall recall, purchase, or otherwise obtain any Covered Consumer Debt that Defendant has referred, sold, assigned, or otherwise transferred to any collection agency or other third party.

- c. For any Covered Consumer Debt that has been reported to a CRA, Defendant shall, within 30 business days of entry of this Order, request that each CRA delete the Covered Consumer Debt from the consumer's credit reporting file.
- d. For any consumer with Covered Consumer Debt for which Defendant has recorded, or caused to be recorded, a Uniform Commercial Code fixture filing for associated water treatment equipment goods or services, Defendant shall cause to be filed, within 30 business days of entry of this order, a termination statement with the recorder's office where each fixture filing for water treatment equipment is recorded. To the extent that Defendant is informed that any additional action is necessary to effectuate the termination of all such fixture filings, including but not limited to additional information requested by the agency with which the termination statement has been filed, Defendant will take such additional action as necessary and as soon as practicable but within 14 business days of learning that additional action is necessary. Within 10 business days of filing these termination statements, Defendant shall provide the Commission with a list of all consumers whose fixture filing it has terminated.
- e. To the extent Defendant receives any payments for Covered Consumer Debt after the effective date of this Order, Defendant shall, within 30 days of receipt, refund any such payments.
- f. Defendant shall, within 90 business days after entry of this Order, provide a signed declaration to the Commission attesting that it has ceased collecting on all Covered Consumer Debt as required by Section V.A.2.

VI. ADDITIONAL MONETARY PROVISIONS

IT IS FURTHER ORDERED that:

A. Defendant relinquishes dominion and all legal and equitable right, title, and interest in any assets transferred pursuant to this Order and may not seek the return of any assets.

B. The facts alleged in the Complaint will be taken as true, without further proof, in any subsequent civil litigation by or on behalf of the Commission, including in a proceeding to enforce their rights to any payment or monetary judgment pursuant to this Order, such as a nondischargeability complaint in any bankruptcy case.

C. The facts alleged in the Complaint establish all elements necessary to sustain an action by the Commission pursuant to Section 523(a)(2)(A) of the Bankruptcy Code, 11 U.S.C. § 523(a)(2)(A) and this Order will have collateral estoppel effect for such purposes.

D. Defendant acknowledges that its Taxpayer Identification Numbers (Social Security Numbers or Employer Identification Numbers), which Defendant must submit to the Commission, may be used for collecting and reporting on any delinquent amount arising out of this Order, in accordance with 31 U.S.C. §7701.

E. All money received by the Commission pursuant to this Order may be deposited into a fund administered by the Commission or its designee to be used for consumer relief, such as redress and any attendant expenses for the administration of any redress fund. If a representative of the Commission decides that direct redress to consumers is wholly or partially impracticable or money remains after such redress is completed, the Commission may apply any remaining money for such related relief as it determines to be reasonably related to Defendants' practices alleged in the Complaint. Any money not used for relief is to be deposited to the U.S. Treasury. Defendants have no right to challenge any actions the Commission or its

representatives may take pursuant to this Subsection.

VII. CONSUMER NOTIFICATION

IT IS FURTHER ORDERED that Defendant shall:

A. Within 15 business days of entry of this Order, provide notification to each consumer with Covered Consumer Debt, using the notification, in both English and Spanish, provided as **Attachment F** to this Order. Notification shall be given:

1. By electronic mail to the most recent electronic mail address of the consumer known to the Defendant, if any; and
2. By written notice sent to the most recent address of the consumer known to the Defendant.

B. Provide the Commission, within 10 business days after providing consumer notice pursuant to Subsection A., with a signed declaration identifying the name of each consumer required to be notified, including, to the extent known: (i) mailing address; (ii) email address; (iii) telephone number; (iv) the method or methods of notification; and (v) whether any electronic mail or written notice was returned undelivered.

VIII. CUSTOMER INFORMATION

IT IS FURTHER ORDERED that Defendant is permanently restrained and enjoined from directly or indirectly:

A. Failing to provide sufficient customer information to enable the Commission to efficiently administer consumer redress. Defendant represents that it has provided this redress information to the Commission. If a representative of the Commission requests in writing any information related to redress, Defendant must provide it, in the form prescribed by the Commission, within 14 days.

B. Disclosing, using, or benefitting from customer information, including the name, address, telephone number, email address, social security number, other identifying information, or any data that enables access to a customer's account (including a credit card, bank account, or other financial account), that Defendant obtained prior to entry of this Order in connection with the extension of consumer credit.

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

IX. ORDER ACKNOWLEDGMENTS

IT IS FURTHER ORDERED that Defendant obtain acknowledgments of receipt of this Order:

A. Defendant, within 7 days of entry of this Order, must submit to the Commission an acknowledgment of receipt of this Order sworn under penalty of perjury.

B. For 5 years after entry of this Order, Defendant must deliver a copy of this Order to: (1) all principals, officers, directors, and LLC managers and members; (2) all employees having managerial responsibilities for conduct related to the subject matter of the Order and all agents, representatives and Dealers who participate in conduct related to the subject matter of the Order; and (3) any business entity resulting from any change in structure as set forth in the Section titled Compliance Reporting. Delivery must occur within 7 days of entry of this Order for current personnel, agents, representatives, and Dealers. For all others, delivery must occur before they assume their responsibilities.

C. From each individual or entity to which a Defendant delivered a copy of this Order, that Defendant must obtain, within 30 days, a signed and dated acknowledgment of

receipt of this Order.

X. COMPLIANCE REPORTING

IT IS FURTHER ORDERED that Defendant make timely submissions to the Commission:

A. One year after entry of this Order, Defendant must submit a compliance report, sworn under penalty of perjury, Defendant must: (1) identify the primary physical, postal, and email address and telephone number, as designated points of contact, which representatives of the Commission may use to communicate with Defendant; (2) identify all of the Defendant's businesses by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; (3) describe the activities of each business, including the goods, services, or credit or loan products offered, the means of advertising, marketing, and sales; (4) describe in detail whether and how that Defendant is in compliance with each Section of this Order; and (5) provide a copy of each Order Acknowledgment obtained pursuant to this Order, unless previously submitted to the Commission.

B. For 10 years after entry of this Order, Defendant must submit a compliance notice, sworn under penalty of perjury, within 14 days of any change in the following, Defendant must report any change in: (1) any designated point of contact; or (2) the structure of Defendant or any entity that Defendant has any ownership interest in or controls directly or indirectly that may affect compliance obligations arising under this Order, including: creation, merger, sale, or dissolution of the entity or any subsidiary, parent, or affiliate that engages in any acts or practices subject to this Order.

C. Defendant must submit to the Commission notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against such Defendant within 14

days of its filing.

D. Any submission to the Commission required by this Order to be sworn under penalty of perjury must be true and accurate and comply with 28 U.S.C. § 1746, such as by concluding: “I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: _____” and supplying the date, signatory’s full name, title (if applicable), and signature.

E. Unless otherwise directed by a Commission representative in writing, all submissions to the Commission pursuant to this Order must be emailed to DEbrief@ftc.gov or sent by overnight courier (not the U.S. Postal Service) to: Associate Director for Enforcement, Bureau of Consumer Protection, Federal Trade Commission, 600 Pennsylvania Avenue NW, Washington, DC 20580. The subject line must begin: *Federal Trade Commission v. Aqua Finance, Inc., X_____*.

XI. RECORDKEEPING

IT IS FURTHER ORDERED that Defendant must create certain records for 10 years after entry of the Order and retain each such record for 5 years. Specifically, Defendant must create and retain the following records:

- A. accounting records showing the revenues from all Credit Agreements;
- B. 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; and (if applicable) the reason for termination;
- C. records of all consumer complaints concerning the subject matter of this Order;
- D. all records relating to the Section titled Monitoring of Dealer Complaints;
- E. all records necessary to demonstrate full compliance with each provision of this

Order, including all submissions to the Commission; and

F. a copy of each unique advertisement or other marketing material.

XII. COMPLIANCE MONITORING

IT IS FURTHER ORDERED that, for the purpose of monitoring Defendant's compliance with this Order and any failure to transfer any assets as required by this Order:

A. Within 14 days of receipt of a written request from a representative of the Commission, Defendant must: submit additional compliance reports or other requested information, which must be sworn under penalty of perjury; appear for depositions; and produce documents for inspection and copying. The Commission is also authorized to obtain discovery, without further leave of court, using any of the procedures prescribed by Federal Rules of Civil Procedure 29, 30 (including telephonic depositions), 31, 33, 34, 36, 45, and 69.

B. For matters concerning this Order, the Commission is authorized to communicate directly with Defendant. Defendant must permit representatives of the Commission to interview any employee or other person affiliated with Defendant who has agreed to such an interview. The person interviewed may have counsel present.

C. The Commission may use all other lawful means, including posing, through their representatives as consumers, suppliers, or other individuals or entities, to Defendant or any individual or entity affiliated with Defendant, without the necessity of identification or prior notice. Nothing in this Order limits the Commission's lawful use of compulsory process, pursuant to Sections 9 and 20 of the FTC Act, 15 U.S.C. §§ 49, 57b-1.

XIII. RETENTION OF JURISDICTION

IT IS FURTHER ORDERED that this Court retains jurisdiction of this matter for purposes of construction, modification, and enforcement of this Order.

SO ORDERED this ___ day of _____, 202__.

UNITED STATES DISTRICT JUDGE

SO STIPULATED AND AGREED:

FEDERAL TRADE COMMISSION



Date: 5/1/24

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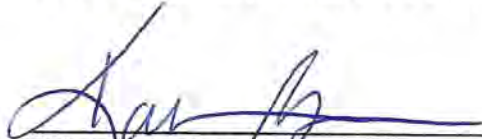
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ATTACHMENTS:

Attachment A: Reasonable policies and procedures concerning the accuracy and integrity of furnished information, 12 C.F.R. § 1022.42.

Attachment B: Appendix E to Part 1022—Interagency Guidelines Concerning the Accuracy and Integrity of Information Furnished to Consumer Reporting Agencies.

Attachment C: Direct disputes, 12 C.F.R. § 1022.43.

Attachment D: Procedure in case of disputed accuracy, Section 611(a)(1) of the FCRA, 15 U.S.C 1681i(a)(1).

Attachment E: Responsibilities of furnishers of information to consumer reporting agencies, Section 623 of the FCRA, 15 U.S.C. § 1681s-2.

Attachment F: Notice to Consumers in English and Spanish

ATTACHMENT A

§ 1022.42 Reasonable policies and procedures concerning the accuracy and integrity of furnished information.

(a) Policies and procedures. Each furnisher must establish and implement reasonable written policies and procedures regarding the accuracy and integrity of the information relating to consumers that it furnishes to a consumer reporting agency. The policies and procedures must be appropriate to the nature, size, complexity, and scope of each furnisher's activities.

(b) Guidelines. Each furnisher must consider the guidelines in appendix E of this part in developing its policies and procedures required by this section, and incorporate those guidelines that are appropriate.

(c) Reviewing and updating policies and procedures. Each furnisher must review its policies and procedures required by this section periodically and update them as necessary to ensure their continued effectiveness.

ATTACHMENT B

Appendix E to Part 1022 - Interagency Guidelines Concerning the Accuracy and Integrity of Information Furnished to Consumer Reporting Agencies

The Bureau encourages voluntary furnishing of information to consumer reporting agencies. Section 1022.42 of this part requires each furnisher to establish and implement reasonable written policies and procedures concerning the accuracy and integrity of the information it furnishes to consumer reporting agencies. Under § 1022.42(b) of this part, a furnisher must consider the guidelines set forth below in developing its policies and procedures. In establishing these policies and procedures, a furnisher may include any of its existing policies and procedures that are relevant and appropriate. Section 1022.42(c) requires each furnisher to review its policies and procedures periodically and update them as necessary to ensure their continued effectiveness.

I. Nature, Scope, and Objectives of Policies and Procedures

(a) Nature and Scope. Section 1022.42(a) of this part requires that a furnisher's policies and procedures be appropriate to the nature, size, complexity, and scope of the furnisher's activities. In developing its policies and procedures, a furnisher should consider, for example:

- (1)** The types of business activities in which the furnisher engages;
- (2)** The nature and frequency of the information the furnisher provides to consumer reporting agencies; and
- (3)** The technology used by the furnisher to furnish information to consumer reporting agencies.

(b) Objectives. A furnisher's policies and procedures should be reasonably designed to promote the following objectives:

- (1)** To furnish information about accounts or other relationships with a consumer that is accurate, such that the furnished information:
 - (i)** Identifies the appropriate consumer;
 - (ii)** Reflects the terms of and liability for those accounts or other relationships; and
 - (iii)** Reflects the consumer's performance and other conduct with respect to the account or other relationship;
- (2)** To furnish information about accounts or other relationships with a consumer that has integrity, such that the furnished information:
 - (i)** Is substantiated by the furnisher's records at the time it is furnished;
 - (ii)** Is furnished in a form and manner that is designed to minimize the likelihood that the information may be incorrectly reflected in a consumer report; thus, the furnished information should:

- (A) Include appropriate identifying information about the consumer to whom it pertains; and
- (B) Be furnished in a standardized and clearly understandable form and manner and with a date specifying the time period to which the information pertains; and
- (iii) Includes the credit limit, if applicable and in the furnisher's possession;
- (3) To conduct reasonable investigations of consumer disputes and take appropriate actions based on the outcome of such investigations; and
- (4) To update the information it furnishes as necessary to reflect the current status of the consumer's account or other relationship, including, for example:
 - (i) Any transfer of an account (e.g., by sale or assignment for collection) to a third party; and
 - (ii) Any cure of the consumer's failure to abide by the terms of the account or other relationship.

II. Establishing and Implementing Policies and Procedures

In establishing and implementing its policies and procedures, a furnisher should:

- (a) Identify practices or activities of the furnisher that can compromise the accuracy or integrity of information furnished to consumer reporting agencies, such as by:
 - (1) Reviewing its existing practices and activities, including the technological means and other methods it uses to furnish information to consumer reporting agencies and the frequency and timing of its furnishing of information;
 - (2) Reviewing its historical records relating to accuracy or integrity or to disputes; reviewing other information relating to the accuracy or integrity of information provided by the furnisher to consumer reporting agencies; and considering the types of errors, omissions, or other problems that may have affected the accuracy or integrity of information it has furnished about consumers to consumer reporting agencies;
 - (3) Considering any feedback received from consumer reporting agencies, consumers, or other appropriate parties;
 - (4) Obtaining feedback from the furnisher's staff; and
 - (5) Considering the potential impact of the furnisher's policies and procedures on consumers.
- (b) Evaluate the effectiveness of existing policies and procedures of the furnisher regarding the accuracy and integrity of information furnished to consumer reporting agencies; consider whether new, additional, or different policies and procedures are necessary; and consider whether implementation of existing policies and procedures should be modified to enhance the accuracy and integrity of information about consumers furnished to consumer reporting agencies.
- (c) Evaluate the effectiveness of specific methods (including technological means) the furnisher uses to provide information to consumer reporting agencies; how those methods may affect the

accuracy and integrity of the information it provides to consumer reporting agencies; and whether new, additional, or different methods (including technological means) should be used to provide information to consumer reporting agencies to enhance the accuracy and integrity of that information.

III. Specific Components of Policies and Procedures

In developing its policies and procedures, a furnisher should address the following, as appropriate:

(a) Establishing and implementing a system for furnishing information about consumers to consumer reporting agencies that is appropriate to the nature, size, complexity, and scope of the furnisher's business operations.

(b) Using standard data reporting formats and standard procedures for compiling and furnishing data, where feasible, such as the electronic transmission of information about consumers to consumer reporting agencies.

(c) Maintaining records for a reasonable period of time, not less than any applicable recordkeeping requirement, in order to substantiate the accuracy of any information about consumers it furnishes that is subject to a direct dispute.

(d) Establishing and implementing appropriate internal controls regarding the accuracy and integrity of information about consumers furnished to consumer reporting agencies, such as by implementing standard procedures and verifying random samples of information provided to consumer reporting agencies.

(e) Training staff that participates in activities related to the furnishing of information about consumers to consumer reporting agencies to implement the policies and procedures.

(f) Providing for appropriate and effective oversight of relevant service providers whose activities may affect the accuracy or integrity of information about consumers furnished to consumer reporting agencies to ensure compliance with the policies and procedures.

(g) Furnishing information about consumers to consumer reporting agencies following mergers, portfolio acquisitions or sales, or other acquisitions or transfers of accounts or other obligations in a manner that prevents re-aging of information, duplicative reporting, or other problems that may similarly affect the accuracy or integrity of the information furnished.

(h) Deleting, updating, and correcting information in the furnisher's records, as appropriate, to avoid furnishing inaccurate information.

(i) Conducting reasonable investigations of disputes.

(j) Designing technological and other means of communication with consumer reporting agencies to prevent duplicative reporting of accounts, erroneous association of information with the wrong consumer(s), and other occurrences that may compromise the accuracy or integrity of information provided to consumer reporting agencies.

(k) Providing consumer reporting agencies with sufficient identifying information in the furnisher's possession about each consumer about whom information is furnished to enable the consumer reporting agency properly to identify the consumer.

(l) Conducting a periodic evaluation of its own practices, consumer reporting agency practices of which the furnisher is aware, investigations of disputed information, corrections of inaccurate information, means of communication, and other factors that may affect the accuracy or integrity of information furnished to consumer reporting agencies.

(m) Complying with applicable requirements under the FCRA and its implementing regulations.

ATTACHMENT C

§ 1022.43 Direct disputes.

(a) General rule. Except as otherwise provided in this section, a furnisher must conduct a reasonable investigation of a direct dispute if it relates to:

(1) The consumer's liability for a credit account or other debt with the furnisher, such as direct disputes relating to whether there is or has been identity theft or fraud against the consumer, whether there is individual or joint liability on an account, or whether the consumer is an authorized user of a credit account;

(2) The terms of a credit account or other debt with the furnisher, such as direct disputes relating to the type of account, principal balance, scheduled payment amount on an account, or the amount of the credit limit on an open-end account;

(3) The consumer's performance or other conduct concerning an account or other relationship with the furnisher, such as direct disputes relating to the current payment status, high balance, date a payment was made, the amount of a payment made, or the date an account was opened or closed; or

(4) Any other information contained in a consumer report regarding an account or other relationship with the furnisher that bears on the consumer's creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

(b) Exceptions. The requirements of paragraph (a) of this section do not apply to a furnisher if:

(1) The direct dispute relates to:

(i) The consumer's identifying information (other than a direct dispute relating to a consumer's liability for a credit account or other debt with the furnisher, as provided in paragraph (a)(1) of this section) such as name(s), date of birth, Social Security number, telephone number(s), or address(es);

(ii) The identity of past or present employers;

(iii) Inquiries or requests for a consumer report;

(iv) Information derived from public records, such as judgments, bankruptcies, liens, and other legal matters (unless provided by a furnisher with an account or other relationship with the consumer);

(v) Information related to fraud alerts or active duty alerts; or

(vi) Information provided to a consumer reporting agency by another furnisher; or

(2) The furnisher has a reasonable belief that the direct dispute is submitted by, is prepared on behalf of the consumer by, or is submitted on a form supplied to the consumer by, a credit repair organization, as defined in 15 U.S.C. 1679a(3), or an entity that would be a credit repair organization, but for 15 U.S.C. 1679a(3)(B)(i).

(c) Direct dispute address. A furnisher is required to investigate a direct dispute only if a consumer submits a dispute notice to the furnisher at:

- (1) The address of a furnisher provided by a furnisher and set forth on a consumer report relating to the consumer;
- (2) An address clearly and conspicuously specified by the furnisher for submitting direct disputes that is provided to the consumer in writing or electronically (if the consumer has agreed to the electronic delivery of information from the furnisher); or
- (3) Any business address of the furnisher if the furnisher has not so specified and provided an address for submitting direct disputes under paragraphs (c)(1) or (2) of this section.

(d) Direct dispute notice contents. A dispute notice must include:

- (1) Sufficient information to identify the account or other relationship that is in dispute, such as an account number and the name, address, and telephone number of the consumer, if applicable;
- (2) The specific information that the consumer is disputing and an explanation of the basis for the dispute; and
- (3) All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example: a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity theft affidavit; a court order; or account statements.

(e) Duty of furnisher after receiving a direct dispute notice. After receiving a dispute notice from a consumer pursuant to paragraphs (c) and (d) of this section, the furnisher must:

- (1) Conduct a reasonable investigation with respect to the disputed information;
- (2) Review all relevant information provided by the consumer with the dispute notice;
- (3) Complete its investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under section 611(a)(1) of the FCRA (15 U.S.C. 1681i(a)(1)) within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and
- (4) If the investigation finds that the information reported was inaccurate, promptly notify each consumer reporting agency to which the furnisher provided inaccurate information of that determination and provide to the consumer reporting agency any correction to that information that is necessary to make the information provided by the furnisher accurate.

(f) Frivolous or irrelevant disputes.

- (1) A furnisher is not required to investigate a direct dispute if the furnisher has reasonably determined that the dispute is frivolous or irrelevant. A dispute qualifies as frivolous or irrelevant if:

(i) The consumer did not provide sufficient information to investigate the disputed information as required by paragraph (d) of this section;

(ii) The direct dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, either directly to the furnisher or through a consumer reporting agency, with respect to which the furnisher has already satisfied the applicable requirements of the Act or this section; provided, however, that a direct dispute is not substantially the same as a dispute previously submitted if the dispute includes information listed in paragraph (d) of this section that had not previously been provided to the furnisher; or

(iii) The furnisher is not required to investigate the direct dispute because one or more of the exceptions listed in paragraph (b) of this section applies.

(2) Notice of determination. Upon making a determination that a dispute is frivolous or irrelevant, the furnisher must notify the consumer of the determination not later than five business days after making the determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the furnisher.

(3) Contents of notice of determination that a dispute is frivolous or irrelevant. A notice of determination that a dispute is frivolous or irrelevant must include the reasons for such determination and identify any information required to investigate the disputed information, which notice may consist of a standardized form describing the general nature of such information.

ATTACHMENT D

15 U.S. Code § 1681i - Procedure in case of disputed accuracy

(a) Reinvestigations of disputed information.

(1) Reinvestigation required.

(A) In general. Subject to subsection (f) and except as provided in subsection (g), if the completeness or accuracy of any item of information contained in a consumer's file at a consumer reporting agency is disputed by the consumer and the consumer notifies the agency directly, or indirectly through a reseller, of such dispute, the agency shall, free of charge, conduct a reasonable reinvestigation to determine whether the disputed information is inaccurate and record the current status of the disputed information, or delete the item from the file in accordance with paragraph (5), before the end of the 30-day period beginning on the date on which the agency receives the notice of the dispute from the consumer or reseller.

(B) Extension of period to reinvestigate. Except as provided in subparagraph (C), the 30-day period described in subparagraph (A) may be extended for not more than 15 additional days if the consumer reporting agency receives information from the consumer during that 30-day period that is relevant to the reinvestigation.

(C) Limitations on extension of period to reinvestigate. Subparagraph (B) shall not apply to any reinvestigation in which, during the 30-day period described in subparagraph (A), the information that is the subject of the reinvestigation is found to be inaccurate or incomplete or the consumer reporting agency determines that the information cannot be verified.

(2) Prompt notice of dispute to furnisher of information.

(A) In general. Before the expiration of the 5-business-day period beginning on the date on which a consumer reporting agency receives notice of a dispute from any consumer or a reseller in accordance with paragraph (1), the agency shall provide notification of the dispute to any person who provided any item of information in dispute, at the address and in the manner established with the person. The notice shall include all relevant information regarding the dispute that the agency has received from the consumer or reseller.

(B) Provision of other information. The consumer reporting agency shall promptly provide to the person who provided the information in dispute all relevant information regarding the dispute that is received by the agency from the consumer or the reseller after the period referred to in subparagraph (A) and before the end of the period referred to in paragraph (1)(A).

(3) Determination that dispute is frivolous or irrelevant.

(A) In general. Notwithstanding paragraph (1), a consumer reporting agency may terminate a reinvestigation of information disputed by a consumer under that paragraph if the agency reasonably determines that the dispute by the consumer is frivolous or irrelevant, including by reason of a failure by a consumer to provide sufficient information to investigate the disputed information.

(B) Notice of determination. Upon making any determination in accordance with subparagraph (A) that a dispute is frivolous or irrelevant, a consumer reporting agency shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the agency.

(C) Contents of notice. A notice under subparagraph (B) shall include—

- (i)** the reasons for the determination under subparagraph (A); and
- (ii)** identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

(4) Consideration of consumer information. In conducting any reinvestigation under paragraph (1) with respect to disputed information in the file of any consumer, the consumer reporting agency shall review and consider all relevant information submitted by the consumer in the period described in paragraph (1)(A) with respect to such disputed information.

(5) Treatment of inaccurate or unverifiable information.

(A) In general. If, after any reinvestigation under paragraph (1) of any information disputed by a consumer, an item of the information is found to be inaccurate or incomplete or cannot be verified, the consumer reporting agency shall—

- (i)** promptly delete that item of information from the file of the consumer, or modify that item of information, as appropriate, based on the results of the reinvestigation; and
- (ii)** promptly notify the furnisher of that information that the information has been modified or deleted from the file of the consumer.

(B) Requirements relating to reinsertion of previously deleted material.

(i) Certification of accuracy of information. If any information is deleted from a consumer's file pursuant to subparagraph (A), the information may not be reinserted in the file by the consumer reporting agency unless the person who furnishes the information certifies that the information is complete and accurate.

(ii) Notice to consumer. If any information that has been deleted from a consumer's file pursuant to subparagraph (A) is reinserted in the file, the consumer reporting agency shall notify the consumer of the reinsertion in writing not later than 5 business days after the reinsertion or, if authorized by the consumer for that purpose, by any other means available to the agency.

(iii) Additional information. As part of, or in addition to, the notice under clause (ii), a consumer reporting agency shall provide to a consumer in writing not later than 5 business days after the date of the reinsertion—

(I) a statement that the disputed information has been reinserted;

(II) the business name and address of any furnisher of information contacted and the telephone number of such furnisher, if reasonably available, or of any furnisher of information that

contacted the consumer reporting agency, in connection with the reinsertion of such information; and

(III) a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the disputed information.

(C) Procedures to prevent reappearance. A consumer reporting agency shall maintain reasonable procedures designed to prevent the reappearance in a consumer's file, and in consumer reports on the consumer, of information that is deleted pursuant to this paragraph (other than information that is reinserted in accordance with subparagraph (B)(i)).

(D) Automated reinvestigation system. Any consumer reporting agency that compiles and maintains files on consumers on a nationwide basis shall implement an automated system through which furnishers of information to that consumer reporting agency may report the results of a reinvestigation that finds incomplete or inaccurate information in a consumer's file to other such consumer reporting agencies.

(6) Notice of results of reinvestigation.

(A) In general. A consumer reporting agency shall provide written notice to a consumer of the results of a reinvestigation under this subsection not later than 5 business days after the completion of the reinvestigation, by mail or, if authorized by the consumer for that purpose, by other means available to the agency.

(B) Contents. As part of, or in addition to, the notice under subparagraph (A), a consumer reporting agency shall provide to a consumer in writing before the expiration of the 5-day period referred to in subparagraph (A)—

(i) a statement that the reinvestigation is completed;

(ii) a consumer report that is based upon the consumer's file as that file is revised as a result of the reinvestigation;

(iii) a notice that, if requested by the consumer, a description of the procedure used to determine the accuracy and completeness of the information shall be provided to the consumer by the agency, including the business name and address of any furnisher of information contacted in connection with such information and the telephone number of such furnisher, if reasonably available;

(iv) a notice that the consumer has the right to add a statement to the consumer's file disputing the accuracy or completeness of the information; and

(v) a notice that the consumer has the right to request under subsection (d) that the consumer reporting agency furnish notifications under that subsection.

(7) Description of reinvestigation procedure. A consumer reporting agency shall provide to a consumer a description referred to in paragraph (6)(B)(iii) by not later than 15 days after receiving a request from the consumer for that description.

(8) Expedited dispute resolution. If a dispute regarding an item of information in a consumer's file at a consumer reporting agency is resolved in accordance with paragraph (5)(A) by the deletion of the disputed information by not later than 3 business days after the date on which the agency receives notice of the dispute from the consumer in accordance with paragraph (1)(A), then the agency shall not be required to comply with paragraphs (2), (6), and (7) with respect to that dispute if the agency—

(A) provides prompt notice of the deletion to the consumer by telephone;

(B) includes in that notice, or in a written notice that accompanies a confirmation and consumer report provided in accordance with subparagraph (C), a statement of the consumer's right to request under subsection (d) that the agency furnish notifications under that subsection; and

(C) provides written confirmation of the deletion and a copy of a consumer report on the consumer that is based on the consumer's file after the deletion, not later than 5 business days after making the deletion.

(b) Statement of dispute. If the reinvestigation does not resolve the dispute, the consumer may file a brief statement setting forth the nature of the dispute. The consumer reporting agency may limit such statements to not more than one hundred words if it provides the consumer with assistance in writing a clear summary of the dispute.

(c) Notification of consumer dispute in subsequent consumer reports. Whenever a statement of a dispute is filed, unless there is reasonable grounds to believe that it is frivolous or irrelevant, the consumer reporting agency shall, in any subsequent consumer report containing the information in question, clearly note that it is disputed by the consumer and provide either the consumer's statement or a clear and accurate codification or summary thereof.

(d) Notification of deletion of disputed information. Following any deletion of information which is found to be inaccurate or whose accuracy can no longer be verified or any notation as to disputed information, the consumer reporting agency shall, at the request of the consumer, furnish notification that the item has been deleted or the statement, codification or summary pursuant to subsection (b) or (c) to any person specifically designated by the consumer who has within two years prior thereto received a consumer report for employment purposes, or within six months prior thereto received a consumer report for any other purpose, which contained the deleted or disputed information.

(e) Treatment of complaints and report to Congress.

(1) In general. The Commission shall—

(A) compile all complaints that it receives that a file of a consumer that is maintained by a consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)] contains incomplete or inaccurate information, with respect to which, the consumer appears to have disputed the completeness or accuracy with the consumer reporting agency or otherwise utilized the procedures provided by subsection (a); and

(B) transmit each such complaint to each consumer reporting agency involved.

(2) Exclusion. Complaints received or obtained by the Bureau pursuant to its investigative authority under the Consumer Financial Protection Act of 2010 shall not be subject to paragraph (1).

(3) Agency responsibilities. Each consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)] that receives a complaint transmitted by the Bureau pursuant to paragraph (1) shall—

(A) review each such complaint to determine whether all legal obligations imposed on the consumer reporting agency under this title [15 USCS §§ 1681 et seq.] (including any obligation imposed by an applicable court or administrative order) have been met with respect to the subject matter of the complaint;

(B) provide reports on a regular basis to the Bureau regarding the determinations of and actions taken by the consumer reporting agency, if any, in connection with its review of such complaints; and

(C) maintain, for a reasonable time period, records regarding the disposition of each such complaint that is sufficient to demonstrate compliance with this subsection.

(4) Rulemaking authority. The Commission may prescribe regulations, as appropriate to implement this subsection.

(5) Annual report. The Commission shall submit to the Committee on Banking, Housing, and Urban Affairs of the Senate and the Committee on Financial Services of the House of Representatives an annual report regarding information gathered by the Bureau under this subsection.

(f) Reinvestigation requirement applicable to resellers.

(1) Exemption from general reinvestigation requirement. Except as provided in paragraph (2), a reseller shall be exempt from the requirements of this section.

(2) Action required upon receiving notice of a dispute. If a reseller receives a notice from a consumer of a dispute concerning the completeness or accuracy of any item of information contained in a consumer report on such consumer produced by the reseller, the reseller shall, within 5 business days of receiving the notice, and free of charge—

(A) determine whether the item of information is incomplete or inaccurate as a result of an act or omission of the reseller; and

(B) if—

(i) the reseller determines that the item of information is incomplete or inaccurate as a result of an act or omission of the reseller, not later than 20 days after receiving the notice, correct the information in the consumer report or delete it; or

(ii) if the reseller determines that the item of information is not incomplete or inaccurate as a result of an act or omission of the reseller, convey the notice of the dispute, together with all

relevant information provided by the consumer, to each consumer reporting agency that provided the reseller with the information that is the subject of the dispute, using an address or a notification mechanism specified by the consumer reporting agency for such notices.

(3) Responsibility of consumer reporting agency to notify consumer through reseller. Upon the completion of a reinvestigation under this section of a dispute concerning the completeness or accuracy of any information in the file of a consumer by a consumer reporting agency that received notice of the dispute from a reseller under paragraph (2)—

(A) the notice by the consumer reporting agency under paragraph (6), (7), or (8) of subsection (a) shall be provided to the reseller in lieu of the consumer; and

(B) the reseller shall immediately reconvey such notice to the consumer, including any notice of a deletion by telephone in the manner required under paragraph (8)(A).

(4) Reseller reinvestigations. No provision of this subsection shall be construed as prohibiting a reseller from conducting a reinvestigation of a consumer dispute directly.

(g) Dispute process for veteran's medical debt.

(1) In general. With respect to a veteran's medical debt, the veteran may submit a notice described in paragraph (2), proof of liability of the Department of Veterans Affairs for payment of that debt, or documentation that the Department of Veterans Affairs is in the process of making payment for authorized hospital care, medical services, or extended care services rendered to a consumer reporting agency or a reseller to dispute the inclusion of that debt on a consumer report of the veteran.

(2) Notification to veteran. The Department of Veterans Affairs shall submit to a veteran a notice that the Department of Veterans Affairs has assumed liability for part or all of a veteran's medical debt.

(3) Deletion of information from file. If a consumer reporting agency receives notice, proof of liability, or documentation under paragraph (1), the consumer reporting agency shall delete all information relating to the veteran's medical debt from the file of the veteran and notify the furnisher and the veteran of that deletion.

ATTACHMENT E

§ 1681s-2. Responsibilities of furnishers of information to consumer reporting agencies

(a) Duty of furnishers of information to provide accurate information.

(1) Prohibition.

(A) Reporting information with actual knowledge of errors. A person shall not furnish any information relating to a consumer to any consumer reporting agency if the person knows or has reasonable cause to believe that the information is inaccurate.

(B) Reporting information after notice and confirmation of errors. A person shall not furnish information relating to a consumer to any consumer reporting agency if

(i) the person has been notified by the consumer, at the address specified by the person for such notices, that specific information is inaccurate; and

(ii) the information is, in fact, inaccurate.

(C) No address requirement. A person who clearly and conspicuously specifies to the consumer an address for notices referred to in subparagraph (B) shall not be subject to subparagraph (A); however, nothing in subparagraph (B) shall require a person to specify such an address.

(D) Definition. For purposes of subparagraph (A), the term “reasonable cause to believe that the information is inaccurate” means having specific knowledge, other than solely allegations by the consumer, that would cause a reasonable person to have substantial doubts about the accuracy of the information.

(E) Rehabilitation of private education loans.

(i) In general. Notwithstanding any other provision of this section, a consumer may request a financial institution to remove from a consumer report a reported default regarding a private education loan, and such information shall not be considered inaccurate, if—

(I) the financial institution chooses to offer a loan rehabilitation program which includes, without limitation, a requirement of the consumer to make consecutive on-time monthly payments in a number that demonstrates, in the assessment of the financial institution offering the loan rehabilitation program, a renewed ability and willingness to repay the loan; and

(II) the requirements of the loan rehabilitation program described in subclause (I) are successfully met.

(ii) Banking agencies.

(I) In general. If a financial institution is supervised by a Federal banking agency, the financial institution shall seek written approval concerning the terms and conditions of the loan rehabilitation program described in clause (i) from the appropriate Federal banking agency.

(II) Feedback. An appropriate Federal banking agency shall provide feedback to a financial institution within 120 days of a request for approval under subclause (I).

(iii) Limitation.

(I) In general. A consumer may obtain the benefits available under this subsection with respect to rehabilitating a loan only 1 time per loan.

(II) Rule of construction. Nothing in this subparagraph may be construed to require a financial institution to offer a loan rehabilitation program or to remove any reported default from a consumer report as a consideration of a loan rehabilitation program, except as described in clause (i).

(iv) Definitions. For purposes of this subparagraph—

(I) the term “appropriate Federal banking agency” has the meaning given the term in section 3 of the Federal Deposit Insurance Act (12 U.S.C. 1813); and

(II) the term “private education loan” has the meaning given the term in section 140(a) of the Truth in Lending Act (15 U.S.C. 1650(a)).

(F) Reporting information during COVID-19 pandemic.

(i) Definitions. In this subsection:

(I) Accommodation. The term “accommodation” includes an agreement to defer 1 or more payments, make a partial payment, forbear any delinquent amounts, modify a loan or contract, or any other assistance or relief granted to a consumer who is affected by the coronavirus disease 2019 (COVID-19) pandemic during the covered period.

(II) Covered period. The term “covered period” means the period beginning on January 31, 2020 and ending on the later of—

(aa) 120 days after the date of enactment of this subparagraph [enacted March 27, 2020]; or

(bb) 120 days after the date on which the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.) terminates.

(ii) Reporting. Except as provided in clause (iii), if a furnisher makes an accommodation with respect to 1 or more payments on a credit obligation or account of a consumer, and the consumer makes the payments or is not required to make 1 or more payments pursuant to the accommodation, the furnisher shall—

(I) report the credit obligation or account as current; or

(II) if the credit obligation or account was delinquent before the accommodation—
(aa) maintain the delinquent status during the period in which the accommodation is in effect;
and

(bb) if the consumer brings the credit obligation or account current during the period described in item (aa), report the credit obligation or account as current.

(iii) Exception. Clause (ii) shall not apply with respect to a credit obligation or account of a consumer that has been charged-off.

(2) Duty to correct and update information. A person who—

(A) regularly and in the ordinary course of business furnishes information to one or more consumer reporting agencies about the person's transactions or experiences with any consumer;
and

(B) has furnished to a consumer reporting agency information that the person determines is not complete or accurate,

shall promptly notify the consumer reporting agency of that determination and provide to the agency any corrections to that information, or any additional information, that is necessary to make the information provided by the person to the agency complete and accurate, and shall not thereafter furnish to the agency any of the information that remains not complete or accurate.

(3) Duty to provide notice of dispute. If the completeness or accuracy of any information furnished by any person to any consumer reporting agency is disputed to such person by a consumer, the person may not furnish the information to any consumer reporting agency without notice that such information is disputed by the consumer.

(4) Duty to provide notice of closed accounts. A person who regularly and in the ordinary course of business furnishes information to a consumer reporting agency regarding a consumer who has a credit account with that person shall notify the agency of the voluntary closure of the account by the consumer, in information regularly furnished for the period in which the account is closed.

(5) Duty to provide notice of delinquency of accounts.

(A) In general. A person who furnishes information to a consumer reporting agency regarding a delinquent account being placed for collection, charged to profit or loss, or subjected to any similar action shall, not later than 90 days after furnishing the information, notify the agency of the date of delinquency on the account, which shall be the month and year of the commencement of the delinquency on the account that immediately preceded the action.

(B) Rule of construction. For purposes of this paragraph only, and provided that the consumer does not dispute the information, a person that furnishes information on a delinquent account that

is placed for collection, charged for profit or loss, or subjected to any similar action, complies with this paragraph, if—

(i) the person reports the same date of delinquency as that provided by the creditor to which the account was owed at the time at which the commencement of the delinquency occurred, if the creditor previously reported that date of delinquency to a consumer reporting agency;

(ii) the creditor did not previously report the date of delinquency to a consumer reporting agency, and the person establishes and follows reasonable procedures to obtain the date of delinquency from the creditor or another reliable source and reports that date to a consumer reporting agency as the date of delinquency; or

(iii) the creditor did not previously report the date of delinquency to a consumer reporting agency and the date of delinquency cannot be reasonably obtained as provided in clause (ii), the person establishes and follows reasonable procedures to ensure the date reported as the date of delinquency precedes the date on which the account is placed for collection, charged to profit or loss, or subjected to any similar action, and reports such date to the credit reporting agency.

(6) Duties of furnishers upon notice of identity theft-related information.

(A) Reasonable procedures. A person that furnishes information to any consumer reporting agency shall have in place reasonable procedures to respond to any notification that it receives from a consumer reporting agency under section 605B [15 USCS § 1681c-2] relating to information resulting from identity theft, to prevent that person from refurnishing such blocked information.

(B) Information alleged to result from identity theft. If a consumer submits an identity theft report to a person who furnishes information to a consumer reporting agency at the address specified by that person for receiving such reports stating that information maintained by such person that purports to relate to the consumer resulted from identity theft, the person may not furnish such information that purports to relate to the consumer to any consumer reporting agency, unless the person subsequently knows or is informed by the consumer that the information is correct.

(7) Negative information.

(A) Notice to consumer required.

(i) In general. If any financial institution that extends credit and regularly and in the ordinary course of business furnishes information to a consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)] furnishes negative information to such an agency regarding credit extended to a customer, the financial institution shall provide a notice of such furnishing of negative information, in writing, to the customer.

(ii) Notice effective for subsequent submissions. After providing such notice, the financial institution may submit additional negative information to a consumer reporting agency described

in section 603(p) [15 USCS § 1681a(p)] with respect to the same transaction, extension of credit, account, or customer without providing additional notice to the customer.

(B) Time of notice.

(i) In general. The notice required under subparagraph (A) shall be provided to the customer prior to, or no later than 30 days after, furnishing the negative information to a consumer reporting agency described in section 603(p) [15 USCS § 1681a(p)].

(ii) Coordination with new account disclosures. If the notice is provided to the customer prior to furnishing the negative information to a consumer reporting agency, the notice may not be included in the initial disclosures provided under section 127(a) of the Truth in Lending Act [15 USCS § 1637(a)].

(C) Coordination with other disclosures. The notice required under subparagraph (A)—

(i) may be included on or with any notice of default, any billing statement, or any other materials provided to the customer; and

(ii) must be clear and conspicuous.

(D) Model disclosure.

(i) Duty of Bureau. The Bureau shall prescribe a brief model disclosure that a financial institution may use to comply with subparagraph (A), which shall not exceed 30 words.

(ii) Use of model not required. No provision of this paragraph may be construed to require a financial institution to use any such model form prescribed by the Bureau.

(iii) Compliance using model. A financial institution shall be deemed to be in compliance with subparagraph (A) if the financial institution uses any model form prescribed by the Bureau under this subparagraph, or the financial institution uses any such model form and rearranges its format.

(E) Use of notice without submitting negative information. No provision of this paragraph shall be construed as requiring a financial institution that has provided a customer with a notice described in subparagraph (A) to furnish negative information about the customer to a consumer reporting agency.

(F) Safe harbor. A financial institution shall not be liable for failure to perform the duties required by this paragraph if, at the time of the failure, the financial institution maintained reasonable policies and procedures to comply with this paragraph or the financial institution reasonably believed that the institution is prohibited, by law, from contacting the consumer.

(G) Definitions. For purposes of this paragraph, the following definitions shall apply:

(i) Negative information. The term “negative information” means information concerning a customer’s delinquencies, late payments, insolvency, or any form of default.

(ii) Customer; financial institution. The terms “customer” and “financial institution” have the same meanings as in section 509 Public Law 106-102 [15 USCS § 6809].

(8) Ability of consumer to dispute information directly with furnisher.

(A) In general. The Bureau, in consultation with the Federal Trade Commission, the Federal banking agencies, and the National Credit Union Administration, shall jointly prescribe regulations that shall identify the circumstances under which a furnisher shall be required to reinvestigate a dispute concerning the accuracy of information contained in a consumer report on the consumer, based on a direct request of a consumer.

(B) Considerations. In prescribing regulations under subparagraph (A), the agencies shall weigh—

(i) the benefits to consumers with the costs on furnishers and the credit reporting system;

(ii) the impact on the overall accuracy and integrity of consumer reports of any such requirements;

(iii) whether direct contact by the consumer with the furnisher would likely result in the most expeditious resolution of any such dispute; and

(iv) the potential impact on the credit reporting process if credit repair organizations, as defined in section 403(3) [15 USCS § 1679a(3)], including entities that would be a credit repair organization, but for section 403(3)(B)(i) [15 USCS § 1679a(3)(B)(i)], are able to circumvent the prohibition in subparagraph (G).

(C) Applicability. Subparagraphs (D) through (G) shall apply in any circumstance identified under the regulations promulgated under subparagraph (A).

(D) Submitting a notice of dispute. A consumer who seeks to dispute the accuracy of information shall provide a dispute notice directly to such person at the address specified by the person for such notices that—

(i) identifies the specific information that is being disputed;

(ii) explains the basis for the dispute; and

(iii) includes all supporting documentation required by the furnisher to substantiate the basis of the dispute.

(E) Duty of person after receiving notice of dispute. After receiving a notice of dispute from a consumer pursuant to subparagraph (D), the person that provided the information in dispute to a consumer reporting agency shall—

(i) conduct an investigation with respect to the disputed information;

(ii) review all relevant information provided by the consumer with the notice;

(iii) complete such person's investigation of the dispute and report the results of the investigation to the consumer before the expiration of the period under section 611(a)(1) [15 USCS § 1681i(a)(1)] within which a consumer reporting agency would be required to complete its action if the consumer had elected to dispute the information under that section; and

(iv) if the investigation finds that the information reported was inaccurate, promptly notify each consumer reporting agency to which the person furnished the inaccurate information of that determination and provide to the agency any correction to that information that is necessary to make the information provided by the person accurate.

(F) Frivolous or irrelevant dispute.

(i) In general. This paragraph shall not apply if the person receiving a notice of a dispute from a consumer reasonably determines that the dispute is frivolous or irrelevant, including—

(I) by reason of the failure of a consumer to provide sufficient information to investigate the disputed information; or

(II) the submission by a consumer of a dispute that is substantially the same as a dispute previously submitted by or for the consumer, either directly to the person or through a consumer reporting agency under subsection (b), with respect to which the person has already performed the person's duties under this paragraph or subsection (b), as applicable.

(ii) Notice of determination. Upon making any determination under clause (i) that a dispute is frivolous or irrelevant, the person shall notify the consumer of such determination not later than 5 business days after making such determination, by mail or, if authorized by the consumer for that purpose, by any other means available to the person.

(iii) Contents of notice. A notice under clause (ii) shall include—

(I) the reasons for the determination under clause (i); and

(II) identification of any information required to investigate the disputed information, which may consist of a standardized form describing the general nature of such information.

(G) Exclusion of credit repair organizations. This paragraph shall not apply if the notice of the dispute is submitted by, is prepared on behalf of the consumer by, or is submitted on a form supplied to the consumer by, a credit repair organization, as defined in section 403(3) [15 USCS

§ 1679a(3)], or an entity that would be a credit repair organization, but for section 403(3)(B)(i) [15 USCS § 1679a(3)(B)(i)].

(9) Duty to provide notice of status as medical information furnisher. A person whose primary business is providing medical services, products, or devices, or the person's agent or assignee, who furnishes information to a consumer reporting agency on a consumer shall be considered a medical information furnisher for purposes of this title, and shall notify the agency of such status.

(b) Duties of furnishers of information upon notice of dispute.

(1) In general. After receiving notice pursuant to section 611(a)(2) [15 USCS § 1681i(a)(2)] of a dispute with regard to the completeness or accuracy of any information provided by a person to a consumer reporting agency, the person shall

(A) conduct an investigation with respect to the disputed information;

(B) review all relevant information provided by the consumer reporting agency pursuant to section 611(a)(2) [15 USCS § 1681i(a)(2)];

(C) report the results of the investigation to the consumer reporting agency;

(D) if the investigation finds that the information is incomplete or inaccurate, report those results to all other consumer reporting agencies to which the person furnished the information and that compile and maintain files on consumers on a nationwide basis; and

(E) if an item of information disputed by a consumer is found to be inaccurate or incomplete or cannot be verified after any reinvestigation under paragraph (1), for purposes of reporting to a consumer reporting agency only, as appropriate, based on the results of the reinvestigation promptly—

(i) modify that item of information;

(ii) delete that item of information; or

(iii) permanently block the reporting of that item of information.

(2) Deadline. A person shall complete all investigations, reviews, and reports required under paragraph (1) regarding information provided by the person to a consumer reporting agency, before the expiration of the period under section 611(a)(1) [15 USCS § 1681i(a)(1)] within which the consumer reporting agency is required to complete actions required by that section regarding that information.

(c) Limitation on liability. Except as provided in section 621(c)(1)(B) [15 USCS § 1681s(c)(1)(B)], sections 616 and 617 [15 USCS §§ 1681n, 1681o] do not apply to any violation of—

(1) subsection (a) of this section, including any regulations issued thereunder;

(2) subsection (e) of this section, except that nothing in this paragraph shall limit, expand, or otherwise affect liability under section 616 or 617 [15 USCS § 1681n or 1681o], as applicable, for violations of subsection (b) of this section; or

(3) subsection (e) of section 615 [15 USCS § 1681m].

(d) Limitation on enforcement. The provisions of law described in paragraphs (1) through (3) of subsection (c) (other than with respect to the exception described in paragraph (2) of subsection (c)) shall be enforced exclusively as provided under section 621 [15 USCS § 1681s] by the Federal agencies and officials and the State officials identified in section 621 [15 USCS § 1681s].

(e) Accuracy guidelines and regulations required.

(1) Guidelines. The Bureau shall, with respect to persons or entities that are subject to the enforcement authority of the Bureau under section 621 [15 USCS § 1681s]—

(A) establish and maintain guidelines for use by each person that furnishes information to a consumer reporting agency regarding the accuracy and integrity of the information relating to consumers that such entities furnish to consumer reporting agencies, and update such guidelines as often as necessary; and

(B) prescribe regulations requiring each person that furnishes information to a consumer reporting agency to establish reasonable policies and procedures for implementing the guidelines established pursuant to subparagraph (A).

(2) Criteria. In developing the guidelines required by paragraph (1)(A), the Bureau shall—

(A) identify patterns, practices, and specific forms of activity that can compromise the accuracy and integrity of information furnished to consumer reporting agencies;

(B) review the methods (including technological means) used to furnish information relating to consumers to consumer reporting agencies;

(C) determine whether persons that furnish information to consumer reporting agencies maintain and enforce policies to ensure the accuracy and integrity of information furnished to consumer reporting agencies; and

(D) examine the policies and processes that persons that furnish information to consumer reporting agencies employ to conduct reinvestigations and correct inaccurate information relating to consumers that has been furnished to consumer reporting agencies.

ATTACHMENT F (Consumer Notice in English)

Subject Line of Notice: Aqua Finance, Inc. Settlement

Dear [consumer's name]:

Aqua Finance, Inc., and the Federal Trade Commission (FTC), the nation's consumer protection agency, have resolved a lawsuit alleging that Aqua Finance participated in unfair and deceptive trade practices in connection with the promotion, offering for sale or sale of water treatment systems.

As a result, you don't have to pay the outstanding account balance on the finance contract for the home water treatment system good or service. We will delete your entire account balance within 45 business days.

Additionally, Aqua Finance will do the following within 30 business days:

- 1) Ask credit reporting agencies to delete the debt from your credit report; and
- 2) File paperwork to remove any Uniform Commercial Code fixture filings filed on your property. This will remove from your property records the debt for the home water treatment system goods or service.

If you have questions, please contact us at

- [Aqua email address]
- [Aqua phone number]

For more information about the FTC settlement, visit [Aqua Finance micro site URL] or [FTC alias URL].

[Include a complimentary close]

[Include a person's name]

ATTACHMENT F (Consumer Notice in Spanish)

Línea de asunto del Aviso: Acuerdo resolutorio con Aqua Finance, Inc.

Estimado(a) [consumer's name]:

Aqua Finance, Inc., y la Comisión Federal de Comercio (FTC), la agencia nacional de protección del consumidor, han resuelto una demanda judicial en la cual se alegaba que Aqua Finance participó en prácticas comerciales desleales y engañosas con relación a la promoción, ofrecimiento a la venta o venta de sistemas de tratamiento de agua.

En consecuencia, usted no tiene que pagar el saldo pendiente de su cuenta sobre el contrato financiero correspondiente al producto o servicio del sistema de tratamiento de agua para su hogar. Eliminaremos el saldo total de su cuenta dentro de los próximos 45 días hábiles.

Además, Aqua Finance hará lo siguiente dentro de los próximos 30 días hábiles:

- 1) Les solicitará a las agencias de informes crediticios que eliminen la deuda de su informe de crédito; y
- 2) Presentará la documentación necesaria para anular cualquier declaración de bienes y enseres de conformidad con el Código Comercial Uniforme sobre su propiedad. Esto eliminará la deuda por productos o servicios del sistema de tratamiento de agua para el hogar de sus registros de propiedad.

Si tiene alguna pregunta, por favor, comuníquese con nosotros al

- [Aqua email address]
- [Aqua phone number]

Para más información sobre el acuerdo resolutorio de la FTC, visite [Aqua Finance micro site URL] o [FTC alias URL].

[Include a complimentary close]

[Include a person's name]