

IN THE UNITED STATES DISTRICT COURT FOR
THE WESTERN DISTRICT OF OKLAHOMA

SUSAN PARISI,

Plaintiff,

v.

OKLAHOMA WINDOWS AND
DOORS, LLC d/b/a RENEWAL BY
ANDERSON OF OKLAHOMA, and
BMO HARRIS BANK, NA d/b/a
GREENSKY, LLC,

Defendants.

Case No.: 5:23-cv-00115-R

CLASS ACTION

**PLAINTIFF'S MOTION FOR LEAVE TO AMEND THE PETITION AND
FILE SECOND AMENDED CLASS ACTION COMPLAINT**

Plaintiff Susan Parisi ("Ms. Parisi"), on behalf of herself and all others similarly situated, pursuant to Federal Rule of Civil Procedure 15(a) and LCvR7.1(l), requests Leave to Amend the Petition and File a Second Amended Complaint¹ to add an additional Defendant and to more clearly state the allegations against Defendants. A copy of Plaintiff's proposed Second Amended Complaint is attached hereto as **Exhibit 1**. In support thereof Ms. Parisi respectfully states the following:

1. Ms. Parisi originally filed this action in state court, which Defendant GreenSky successfully removed to this Court. [D.E. 1]. Ms. Parisi amended her petition once following removal, but because she was focused on Defendants' multiple attempts to

¹ Although the state court complaint was properly styled as a Petition, henceforth the claims will be referred to as those in the Complaint, as is proper in federal court. Likewise, previous filings misspelled Andersen but will be corrected in Plaintiff's future pleadings.

compel her to arbitration, did not make any substantive changes other than to properly name Defendant Andersen in place of the previously named defendant.

2. Since the Tenth Circuit affirmed this Court's rulings denying Defendants' Motions to Compel Arbitration, and upon review of Defendants' subsequently-filed Motions to Dismiss [D.E. 99, 100, 101], Ms. Parisi has determined that it is prudent for her to amend her Complaint to add factual specificity and to clarify and supplement her allegations in order to provide the best opportunity to have her claims against Defendants decided on their merits.

3. Ms. Parisi's proposed Second Amended Complaint clarifies the roles of Defendants with regard to their interaction with consumers for loan origination, loan application, approval, acceptance, and funding. Ms. Parisi seeks to plead additional facts to allege Defendants' business practices in relationship with each other as well as with consumers like Ms. Parisi to whom they direct their marketing, loan origination, and financing efforts. *See* Proposed Second Amended Complaint, ¶¶ 2-4, 12-23, 81-93.

4. Specifically, the Second Amended Complaint provides greater detail and clarity with regard to the process by which Defendants communicate with consumers like Ms. Parisi, obtain information to submit loan applications, provide information regarding decisions made on loan applications, and work in concert to establish and access loans that consumers have not authorized and often do not even know about. *Id.*

5. The proposed Second Amended Complaint adds BMO Harris Bank as a separate defendant. Defendant GreenSky has contended that it has been misnamed as

BMO/Harris d/b/a GreenSky, and upon further investigation, Ms. Parisi agrees that GreenSky and BMO Harris Bank are indeed separate entities.

6. Ms. Parisi alleges that during the relevant time period, GreenSky operated under a loan origination agreement with BMO Harris Bank wherein GreenSky originated loans through its network of home improvement merchants like Defendant Andersen and assigned them to BMO Harris Bank, which funded the loans. The addition of BMO Harris Bank is necessary so that the claims against all parties responsible for the unlawful conduct that is the subject of this action can be adjudicated in a single action. These claims must be asserted in this case as they arise from the same conduct, transaction, or occurrence set forth in the operative complaint.

7. The Second Amended Complaint adds causes of action for violations of the Oklahoma Consumer Protection Act (“OCPA”), the Truth in Lending Act (“TILA”) (15 USCA §1631); and The Electronic Fund Transfer Act (“EFTA”) (1693i - Issuance of cards or other means of access).

8. Pursuant to Fed. R. Civ. P. 15(a)(2), “[t]he court should freely give leave when justice so requires.” Fed. R. Civ. P. 15(2). “The purpose of the Rule is to provide litigants the maximum opportunity for each claim to be decided on its merits...” *Minter v. Prime Equip. Co.*, 451 F.3d 1196, 1204 (10th Cir. 2006) (citation omitted). “If the underlying facts or circumstances relied upon by a plaintiff may be a proper subject of relief, he ought to be afforded an opportunity to test his claim on the merits.” *Id.* (citing *Foman v. Davis*, 371 U.S. 178, 182 (1962)).

9. In deciding a motion to amend, a court should consider whether there is undue prejudice to the opposing party, undue delay, bad faith or dilatory motive, and if the amendment is futile. *Borque v. David Stanley Doge, LLC*, 2017 WL 1611142, *1 (W.D. Ok. May 1, 2017) (citing *Foman v. Davis, supra*).

10. Ms. Parisi has not unduly delayed amending her Complaint; rather she first was confronted with Defendants' removal to federal court, and once in federal court, needed to defend against being unfairly compelled to arbitrate her claims. Now that the Tenth Circuit has affirmed this Court's rulings denying Defendants' arbitration efforts, the substantive case is just beginning.

11. No scheduling order has been entered yet in the case, and thus no deadline has been set for motions to join parties or amend claims. No trial or pretrial dates have been set in the case. No court deadlines will therefore be affected by the requested relief.

12. Accordingly, permitting the filing of the proposed Second Amended Complaint will not unduly prejudice Defendants or otherwise delay the prosecution of the case in any way. Instead, the Second Amended Complaint will clarify the nature of the claims and provide Defendants with the opportunity to either answer the claims or renew their motions to dismiss.

13. Justice requires that Ms. Parisi be granted leave to amend. *Capitol Records, Inc. v. Debbie Foster*, 2005 WL 8157587, *1 (W.D. Ok. July 6, 2005) (finding justice required granting plaintiffs' application to amend complaint, suspend scheduling deadlines, and add additional defendant).

14. The underlying facts and circumstances here are a proper subject of relief and Ms. Parisi should be afforded the opportunity to have her claims decided on the merits.

15. On September 11, 2025, Plaintiff's counsel informed Defendants' counsel that Plaintiff intended to amend her Complaint and asked to schedule a meet and confer to discuss. On September 19, 2025, the Parties' counsel met via zoom. Based on a request from Defendant GreenSky's counsel, Plaintiff's counsel agreed to provide Defendants with a draft of the amended pleading once it was prepared. The Complaint was amended over the next week and a half, and on September 30, 2025, Plaintiff's counsel was able to forward a near-final draft of the Amended Complaint to Defendants. At close of business on October 1, 2025, Plaintiff's counsel reached out to Defendants' counsel via email to ask if they opposed or consented to the Motion for Leave to Amend. At the time of this filing, Plaintiff's counsel has not received a response from Defendants' counsel.

WHEREFORE, for the foregoing reasons, Plaintiffs' Motion for Leave to Amend the Petition and File a Second Amended Class Action Complaint should be granted. *Foman v. Davis*, 371 U.S. 178, 182 (1962) (leave to amend should be freely given when justice so requires). **Exhibit 2**, a proposed Order is submitted concurrently herewith.²

² If the Court grants Plaintiff's Motion for Leave to Amend, Defendants' pending Motions to Dismiss will be moot. On September 30, 2025, Plaintiff filed a time-sensitive Motion to Stay or Suspend the current deadline of October 2, 2025, for Plaintiff to respond to Defendants' pending dismissal motions until the Court rules on this instant motion. [D.E. 104].

Date: October 1, 2025

Respectfully submitted,

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Attorneys for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 1, 2025, I electronically filed the foregoing with the Clerk of the Court through the CM/ECF System, which will send a notice of electronic filing to all counsel of record.

/s/ Janet R. Varnell

Janet R. Varnell

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT FOR
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SUSAN PARISI,

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**OKLAHOMA WINDOWS AND
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Defendants.

Case No.: 5:23-cv-00115-R

CLASS ACTION

JURY TRIAL DEMAND

**SECOND AMENDED CLASS ACTION COMPLAINT
FOR MONETARY AND INJUNCTIVE RELIEF**

Plaintiff, Susan Parisi (“Parisi”), individually, on behalf of herself and all others similarly situated, upon information and belief by and through her counsel of record, files her Second Amended Class Action Complaint and states:

1. This class action challenges a home-improvement financing scheme in which a merchant (Renewal by Andersen of Oklahoma, hereafter “Andersen”), a financial technology company (GreenSky, LLC, hereafter “GreenSky”), and a bank (BMO Harris Bank, NA, hereafter “BMO Harris Bank”) jointly turn a salesperson’s kitchen-table pitch into a loan the consumer never knowingly accepted—then weaponize credit reporting to coerce payment.

2. Prior to and at the sales call, the merchant markets home improvement products with very attractive terms such as “no money down, no interest, no payments for

24 months.” Using GreenSky’s fully electronic-based portal, the merchant captures the consumer’s personal and financial information and transmits an application to GreenSky’s system. GreenSky and its program bank decide credit eligibility and—without furnishing the consumer with disclosures she can keep or a contract to review—issue a “Shopping Pass,” an access credential GreenSky treats as loan acceptance once the merchant uses it to draw funds. The proceeds never go to the consumer; GreenSky disburses directly to the merchant. Weeks later, the consumer first learns a very different credit obligation has been opened in her name when collection letters arrive or a negative tradeline appears.

3. That is what happened to Plaintiff Parisi, a decorated veteran. She applied only for a deferred, zero-interest loan because she was in active cancer treatment. Instead, Defendants placed her in an earlier-pay, interest-bearing loan, funded a Shopping-Pass “charge” to the merchant, and reported the debt—without ever providing pre-consummation TILA/OCCC disclosures in a form she could keep or an accurate dispute notation to consumer reporting agencies. The Consumer Financial Protection Bureau has already condemned materially identical GreenSky practices in a 2021 Consent Order (attached as **Exhibit 1**). Defendants’ own documents and conduct show the merchant acts as GreenSky’s agent in intake, activation, and funding, and the bank funds and/or takes assignment of the loans generated by that process.

4. Defendants’ scheme thrives on opacity. In the never-ending effort of home improvement financiers to evade consumer protection laws, Defendants created an entirely new financing construct that blurs the lines between sellers, lenders, creditors, and assignees. Plaintiff and the Class seek relief under Oklahoma and federal law—including the Oklahoma

Consumer Credit Code, the Oklahoma Consumer Protection Act, the Truth in Lending Act and Regulation Z, and the Electronic Fund Transfer Act – to remedy uniform misconduct baked into Defendants’ business model.

JURISDICTION AND VENUE

5. This Court has subject-matter jurisdiction over this action pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1332(d)(2), because Defendants removed this putative class action from state court and averred that at least one class member is a citizen of a state different from at least one defendant, the proposed class consists of 100 or more members and that the matter in controversy exceeds \$5,000,000 million in the aggregate, exclusive of interest and costs based on reasonable estimates. The exercise of supplemental jurisdiction over Plaintiffs’ related state-law causes of action is appropriate under 28 U.S.C. § 1367.

6. The District Court for the Western District of Oklahoma has personal jurisdiction over the parties in this matter as it is the residence of Parisi and the Defendants conduct business regularly in Oklahoma.

7. Venue is proper in the Western District of Oklahoma under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District and because the Defendants transact business in this District.

PARTIES

8. Plaintiff Parisi is a natural citizen and resident of Oklahoma County, Oklahoma, and an Oklahoma citizen. Parisi was an Oklahoma citizen for more than six (6) months prior to the filing of this litigation.

9. Defendant GreenSky is a financial technology company with headquarters in Atlanta, Georgia. GreenSky originates and brokers loans around the country through its GreenSky Program, including in Oklahoma. The loans are effectuated through a network of Program Merchants who are engaged in home solicitation sales of consumer goods as that term is defined by 14A O.S. § 2-501.

10. BMO Harris Bank is part of the BMO Financial Group, which provides banking services throughout North America. It is a wholly owned subsidiary of the Canadian Bank of Montreal (“BMO”). It is headquartered in Chicago, Illinois. Upon information and belief, BMO Harris Bank entered into a loan origination agreement with GreenSky to extend loans to consumers for home improvements in the State of Oklahoma.

11. Defendant Andersen is a foreign limited liability company and has its principal place of business in Oklahoma. Andersen is a GreenSky Program Merchant that utilizes home solicitors to sell consumer credit sales of goods as defined by 14A O.S. § 2-501.

Factual Allegations

Overview of GreenSky Program and Roles of Each Defendant

12. Defendant GreenSky engages in business throughout the United States including Oklahoma. It engages in origination and servicing activities related to the GreenSky Program which offers and provides financial products and services to consumers primarily for personal, family, or household purposes through GreenSky Program banks, using proprietary technology and algorithms. These loans typically range from a few thousand dollars to tens of thousands of dollars.

13. The GreenSky Program Merchants are third-party providers of services or sellers of retail products who intake, submit, or facilitate submission of consumer loan applications to GreenSky for the purpose of financing consumer purchases from the Merchant. All GreenSky Program Merchants are contracted with and act as agents of GreenSky.

14. Andersen is a GreenSky Program Merchant that solicits consumers door-to-door and responds to consumer inquiries regarding the fixing, improvement, and replacement of windows and doors at residential homes. Andersen is one of the largest replacement window companies in the country.

15. The GreenSky Program banks are certain federally insured banks with whom GreenSky contracts to fund consumer loans, including Defendant BMO Harris Bank. GreenSky, through its Merchants, acts as an agent for the GreenSky Program banks.

16. Merchants must apply to participate in the GreenSky Program. Once a Merchant is accepted into the Program, GreenSky is responsible for and does train its Merchants on the use of its proprietary internet-based loan origination process. This is the most commonly used process for origination of GreenSky financing.

How the “Shopping Pass” Works: Intake, Activation, and Merchant Draws

17. Merchants are also trained on how to market and promote GreenSky Program loans, intake consumer’ personal and financial information, and submit loan applications to GreenSky on behalf of consumers, typically via a tablet.

18. When a Merchant submits a loan application through GreenSky’s website or mobile application, the approved loan terms are displayed on the computer or tablet at the

conclusion of the application process. In the in home or door-to-door sales context, where a Merchant submits a loan application on a consumer's behalf, the consumer can only view the loan terms if the Merchant shares the screen with the consumer.

19. Upon GreenSky's loan approval, GreenSky generates a "Shopping Pass" for the consumer's loan that functions similar to a credit card. However, Greensky's loan is closed end consumer credit for the amount of the home improvement project. The consumer was not provided a copy of the loan terms or any meaningful opportunity to understand what they were agreeing to.

20. GreenSky does not disburse the loan proceeds to the consumer. Rather, to pay for a product or service, GreenSky allows the Merchant to use the consumer's Shopping Pass number or other authorization to receive payment from GreenSky. GreenSky treats the Merchant's use of the Shopping Pass, or associated funds, as acceptance of the loan.

21. Greensky then disburses loan proceeds directly to the Merchant without any attempt to verify this charge with the consumer.

Bait-and-Switch Loan Terms and the Absence of Retainable Disclosures

22. Consumers were often offered particular loan terms at the original point of sale, but GreenSky permitted the Merchants to apply for and/or accept a loan with different terms without a consumer's knowledge by use of its unique Shopping Pass program.

23. Sometimes consumers received mailed or emailed loan documents after their in-home meeting, but these were often missed – either because they went to a spam folder or because the consumers, who did not know that the actual loans had been applied for and/or accepted by the Merchant, thought it was just promotional marketing material. Because they

had no contemplation that they would be sent differing loan terms, by the time they received or reviewed anything, the Shopping Passes were activated and they had supposedly “accepted” the loan. Because of the unique scheme permitting the Merchant to act on behalf of a consumer, the consumer was unaware of the loan, its terms, or the concomitant obligations and consequences.

Direct Disbursement to Merchant and Post-Funding Discovery by Consumers

24. Most consumers became aware of the loan for the first time when they saw evidence of the loan on their credit report or received billing statements, collection letters, and calls from GreenSky. On information and belief, under GreenSky’s standard process, the loan proceeds never pass to the consumer; instead, once a Merchant uses the Shopping Pass or submits an electronic draw, GreenSky disburses the funds directly to the Merchant and treats that draw as the consumer’s acceptance of the loan.

25. Consumers are not given contemporaneous written disclosures or executed loan documents at or before disbursement, nor are they notified that a draw has occurred. As a result, many consumers first learn that a loan was opened and funded in their name only after the fact—when a GreenSky tradeline appears on their credit report or when they begin receiving billing statements, dunning letters, collection emails, or calls referencing an account they never reviewed or authorized.

26. In other instances, “loan packets” arrive weeks later—sometimes sent to email addresses entered by the Merchant or mailed to the consumer’s home and reasonably mistaken for marketing—by which time payment obligations have begun to accrue, promotional terms (if any) have been triggered, and negative credit reporting or fees may

already have been imposed. This direct-to-merchant funding model deprives consumers of any meaningful opportunity to review, understand, or assent to the actual loan terms before liability and credit consequences attach.

Prior Federal Enforcement Against GreenSky (2021 CFPB Consent Order)

27. GreenSky's Program, in which it engages with a local merchant on the ground to connect directly with consumers as an agent for it and its Program Banks, is a scheme that the Consumer Financial Protection Bureau (the "CFPB") found to be unfair, deceptive, and violate law.

28. Indeed, GreenSky entered into a Consent Order with the CFPB on July 12, 2021. GreenSky's assigns, which include BMO Harris Bank, were also bound by the Consent Order. The conduct that the CFPB detailed at length in the Consent Order is nearly identical to the GreenSky business practices that Plaintiff and members of the Class experienced. Attached as **Exhibit 1** is a true and accurate copy of the CFPB Consent Order.

29. The Consent Order established that GreenSky failed to properly monitor and confirm that its merchants were acting in a fair and reasonable manner as they engaged in transactions with consumers.

30. It also established that GreenSky's policies and procedures with respect to its merchants enabled its merchants to secure loans for consumers without consumers' knowledge or authorization. One reason this occurred, according to the Consent Order, was because GreenSky authorized Merchants to use the Shopping Pass accounts set up in the consumers' names to pay themselves from loan funds, without any verification on

GreenSky's part that the consumers knew that a Shopping Pass was set up for use or that the Merchant was able to and had accessed it.

31. One of the causes of GreenSky's inability to properly monitor its Merchants was that the company maintained an entirely electronic application process that allowed merchants to use consumer data to submit applications when the consumer was not aware of what the merchant was doing.

32. GreenSky failed to inquire whether its Merchants obtained written authorization from consumers prior to the merchants submitting loan applications.

33. The CFPB established that GreenSky's training process for its merchants was woefully inadequate and did not help to prevent the problems that resulted for consumers.

34. The CFPB found that GreenSky allowed merchants to take out millions of dollars in loans to thousands of consumers without their knowledge or consent between 2014 and 2019. GreenSky was ordered to provide cash redress totaling between \$750,000 and \$3,000,000 in the form of checks mailed to consumers (Cash Redress); and loan cancellations in an amount up to \$6,000,000 (Credit Redress).

35. Nevertheless, GreenSky continued to engage in these same practices even after the Consent Order with the CFPB.

Plaintiff Parisi's Experience

36. Here, the proposed class representative, Plaintiff Parisi, responded to an advertisement from Anderson promoting an opportunity to upgrade her home windows through a loan requiring no down payment, with zero percent interest and no payment required for twenty-four months following the window installation (Zero-Interest Loan).

37. Parisi met with Russell Kelley (“Kelly”), of Defendant, Andersen, on or around November 23, 2021 to discuss the opportunity.

38. Kelly told Parisi she could purchase the windows with zero money down, zero interest on the loan for two years and zero payments for 24 months after the installation, the terms she had seen advertised in one of Andersen’s marketing flyers.

39. Parisi informed Kelly she had recently been diagnosed with multiple myeloma and would need the 24-month option due to her health issues and the costs and time related to her treatment. Parisi therefore only agreed to apply for the zero interest, zero payment loan.

40. Kelly and Parisi discussed the windows she wanted to replace on her home and made choices regarding those windows. Kelly indicated that they would install nine (9) windows on a “split plan” by planning to install five windows at that time and the rest at another time.

41. Kelly told Parisi she would need to sign a credit application so Oklahoma Windows could review her credit-worthiness for the financing. Kelly came to Parisi’s kitchen counter and placed an iPad device in front of himself as Parisi stood next to him.

42. Parisi signed the iPad on one signature line after Kelly told her that her signature would be used to authorize a credit review and to apply for a loan. She was not informed of a right to review a paper copy of the document she signed, was not asked to provide consent to conduct transactions by electronic means or told that she had the right to withdraw her consent if she had given it.

43. Parisi was not informed that her signature could be used to agree to terms of a loan without any further review and she was not informed that her signature could be used on anything other than the credit check and loan application.

44. After Parisi signed the iPad, Kelly “swiped” the iPad in an upward motion and stated that he “needed some additional signatures to secure the zero-interest loan.” When he presented each of the subsequent locations for Parisi’s signatures on additional screens, Parisi was only able to view a signature line and a box she was asked to check that permitted her signature to be affixed on subsequent signature lines. Parisi was never provided a hard copy of any contract or contract terms to review prior to her checking these boxes.

45. Following her completing the box checking, Kelly took the iPad, submitted the loan application with Parisi’s information into the GreenSky loan portal and transmitted it electronically to GreenSky via GreenSky’s iPad-based electronic portal, then made a call on his cell phone and placed a person on the other end of the call on speakerphone.

46. The person on the other end of the call identified herself as a representative of GreenSky, proceeded to ask Parisi about her personal identification information, and then informed Parisi she would call back to let her know if she was approved for the loan.

47. Within a half hour that same day, the GreenSky representative called Kelly’s cell phone and she was placed on speakerphone again. The GreenSky representative said, “Congratulations! You have been approved for the two-year loan program with GreenSky!”

48. BMO Harris Bank, acting through GreenSky, had denied Parisi’s request for the zero interest, zero payments for 24 months after installation, and instead approved a different product with much earlier repayment obligations and a much higher interest rate.

49. None of the Defendants took any action to reasonably inform Parisi that she was denied the loan for which she had applied.

50. Based upon Kelly's and the GreenSky representative's statements that she had been approved for a loan with a deferred payment for 24 months without interest, Parisi agreed to the purchase but was not presented with and, therefore, did not execute any hard-copy documents, nor did Defendants provide Parisi with TILA disclosures; Parisi only entered her signature on the iPad when applying for the loan.

51. Kelly never mailed her a copy of the contract and Parisi was not provided any further disclosures about the interest she would be paying on the credit extension or any of the terms.

52. As it turned out, because Kelly had failed to disclose that Parisi was denied for the loan for which she had applied, Parisi was placed into a contract with GreenSky without her knowledge that contained entirely different terms.

53. Without Parisi's knowledge, GreenSky created a "Shopping Pass" account in her name, allowed Andersen to access it, and caused BMO Harris Bank to disburse \$8,871.50 on her behalf. Parisi never received a written contract or copy of disclosures in a form she could keep. The Shopping Pass functioned as an "access device" within the meaning of the Electronic Fund Transfer Act because it was an account number and electronic authorization mechanism capable of initiating electronic fund transfers in Parisi's name.

54. Parisi did not discover that she was placed in a loan for which she had not applied until weeks later after GreenSky had already funded her "Shopping Pass" account without her knowledge and paid the money out of it to Andersen.

55. On or about November 26, 2021, Parisi received a letter from GreenSky stating that it had sent Andersen a payment of \$8,871.50 for the sale of its windows to Parisi.

56. GreenSky's letter also informed Parisi that if she did not authorize the payment, she should contact GreenSky immediately, which Parisi did.

57. Parisi immediately contacted Kelly with Andersen, who falsely told Parisi this had never happened before and he would follow up to find out what happened.

58. Parisi never heard from Kelly again.

59. On or around November 29, 2021, Parisi emailed GreenSky at service@greensky.com to tell them that she had not been notified about the \$8,871.50 payment, had not authorized it, and only applied for the two-year, nothing down, no payments loan.

60. GreenSky then mailed Parisi a contract that she had not previously seen reflecting that GreenSky had placed her in a different loan plan than the one she applied for, that required payments within 6 months after installation of the windows.

61. Parisi informed GreenSky that she could not agree to such a loan because of the cancer treatment she was undergoing, which would not be completed until the end of 2022.

62. Andersen never installed any windows at Parisi's home.

63. Parisi disputed that she owed GreenSky any money on the contract; her dispute was acknowledged by GreenSky in writing to Parisi shortly thereafter.

64. However, GreenSky did not notify the credit bureaus to whom it reported Parisi's loan that she disputed the alleged debt, which continued to reflect that Parisi had a balance due on the loan of over \$8,000.

65. GreenSky ignored Parisi's request to delete its tradeline (the line item for GreenSky appearing on Parisi's credit report), ignored the fact she had been defrauded, and ignored her request to provide her a copy of the alleged signed contract.

66. On December 10, 2021, Parisi again objected to the new loan being reported under her name and credit history.

67. On December 10, 2021, GreenSky's Customer Solutions department replied via email, saying that "[o]ur records shows you signed agreeing to the loan terms."

68. GreenSky failed to conduct any written investigation on Parisi's complaints but instead, in a subsequent email on December 10, 2021, customer solutions representative wrote that "I am going to see if I can get the plan change approved" for her.

69. On December 17, 2021, GreenSky stated, "got the plan changed and to let GreenSky know when the account was created".

70. Remarkably, GreenSky sent Parisi a letter stating that she had failed to "participate" in her own complaint and its resolution.

71. GreenSky continued its false reporting on the purported loan it established through Andersen.

72. Parisi endured continued stress from GreenSky's harassment and defamation throughout 2022. For example, nearly a full year after she first disputed the loan, on October 2, 2022, GreenSky mailed Parisi a past due notice and collection letter reflecting that Parisi

owed GreenSky a payment on lender BMO Harris Bank's loan with a total balance of \$9,688.50, a past due amount of \$224.50, and fees of \$78.00.

73. GreenSky's actions are directly violative of the July 12, 2021, CFPB Consent Order entered into by GreenSky.

74. On July 18, 2022, Parisi sent a formal letter to GreenSky again reiterating the details of Andersen's fraud and GreenSky's participation, but the communication failed to eliminate GreenSky's false reporting to others about her.

75. GreenSky was then notified that Parisi had retained undersigned counsel as a result of its actions and all future communications should cease with Parisi.

76. GreenSky continued to contact Parisi after receipt of undersigned counsel notice, and continued to defame her in its credit reporting. GreenSky continued to harass and bill Parisi, falsely indicating that she was past due; causing Parisi unnecessary anguish and emotional distress while undergoing cancer treatment.

77. GreenSky ratified and benefited from Andersen's violations of law when it refused to delete the false and defamatory information it published regarding Parisi.

78. GreenSky failed to conduct a meaningful investigation of Parisi's dispute following receipt of Parisi's statements in its regard.

79. GreenSky purposefully and intentionally continued to falsely report that Parisi was in default even after undersigned counsel requested all communications cease.

80. As a direct result of Defendants' unlawful conduct, Parisi suffered concrete and particularized injuries, including having an \$8,871.50 debt obligation falsely attributed

to her, negative credit reporting, additional anxiety and stress while in the midst of a serious health crisis, and out of pocket costs to dispute the debt.

Agency, Assignee, and Vicarious Liability

Actual and Apparent Authority

81. GreenSky authorizes Merchants to solicit, intake, and submit consumer credit applications through GreenSky's proprietary portal; provides the software, login credentials, and step-by-step workflows used to capture consumer data; controls whether and when a loan is activated; issues "shopping pass" credentials; and disburses proceeds directly to the Merchant.

82. GreenSky trains, monitors, audits, and disciplines Merchants; sets uniform rules for application intake, activation, funding, and complaint handling; and reserves the right to suspend or terminate Merchants who do not follow GreenSky's procedures.

83. By virtue of GreenSky's right to control the manner and means of application intake, activation, and funding, Merchants act as GreenSky's actual agents when they market GreenSky financing, collect consumer information, submit applications, activate accounts, and initiate disbursements.

84. Alternatively, GreenSky cloaked Merchants with apparent authority by furnishing the platform and tools used at the sales call; directing uniform scripts, forms, and workflows; and permitting Merchant personnel to arrange, activate, or charge against a GreenSky account. GreenSky is therefore liable for the acts and omissions of Merchants within the scope of that authority.

85. BMO Harris Bank funds and/or acquires the obligations generated through this uniform process and, with GreenSky, directs credit reporting, dispute handling, and collection. Merchants also act with actual and apparent authority for the bank to the extent they consummate, activate, or draw on the credit the bank funds or owns.

Ratification

86. Even if a Merchant exceeded actual authority, GreenSky and BMO Harris Bank ratified the Merchant's conduct by accepting the benefits of unauthorized or improperly documented transactions, disbursing proceeds to the Merchant, booking or collecting the account, and furnishing credit information after receiving complaints and disputes describing the underlying misconduct.

Joint Enterprise / Civil Conspiracy (in the alternative)

87. GreenSky, BMO Harris Bank, and Merchants operated a joint enterprise to originate and collect consumer credit. They shared a common business purpose, used GreenSky's standardized systems and rules, and each had a right to control material aspects of the scheme.

88. In the alternative, Defendants agreed, expressly or tacitly, to a common course of unlawful conduct and provided substantial assistance to each other to accomplish it, rendering each liable for the others' acts in furtherance of the scheme.

Assignee Liability

89. BMO Harris Bank is liable as an assignee because the violations alleged herein were apparent on the face of the assigned documents and records, including the absence of required pre-consummation disclosures in a form the consumer could keep, activation

without executed consumer authorization, and other defects evident from the standardized application and funding materials.

90. To the extent applicable, any holder-in-due-course or “Holder Rule” notice renders the bank and any other assignee subject to all claims and defenses the consumer could assert against the seller/merchant arising from the transaction.

91. Under Oklahoma’s consumer credit statutes and other governing law, “creditor” liability extends to any person required to make disclosures or who takes assignment of an obligation with violations apparent on its face. The bank is therefore liable for statutory and actual damages, fees, and other relief as alleged in the claims below.

Non-Delegable Duties; Vicarious Liability

92. Defendants’ duties to provide accurate, timely, and retainable consumer credit disclosures, to obtain and retain evidence of consumer authorization before activation or funding, and to report credit information fairly and accurately are non-delegable.

93. Defendants are vicariously liable for the acts and omissions performed within the scope of their agency, joint enterprise, or conspiracy and for the foreseeable consequences of the standardized processes they designed, controlled, and profited from.

CLASS ACTION ALLEGATIONS

Class Definitions

94. Plaintiff brings this class action pursuant to Federal Rule of Civil Procedure 23(b)(2)-(3) on behalf of the following Class (the “Greensky Class”): All Oklahoma consumers who, from November 23, 2019 through the present, had a GreenSky Shopping

Pass account opened in their name where the acceptance of the loan terms was made through the use of the Shopping Pass number by a GreenSky Merchant.

95. The “BMO Harris Bank Subclass” is defined as all members of the Greensky Class whose loans were funded by or assigned to Defendant Harris.

96. The “Anderson Subclass” is defined as all members of the Greensky Class whose loans were charged for products or services sold by Anderson.

Exclusions and Limitations

97. Excluded from the Class and Subclasses are: (i) the presiding judge(s), magistrate judge(s), and any other judicial officer assigned to this action, together with their chambers staff and immediate family members; (ii) Defendants; Defendants’ parents, subsidiaries, and affiliates; and any of their current or former officers, directors, partners, members, employees, and agents; and (iii) counsel of record for any party in this action.

98. The Statute of Limitations applicable to each cause of action shall further restrict liability under these definitions.

99. Plaintiff expressly reserves her right to amend, add to, modify, and/or otherwise change the proposed class definitions as discovery in this action progresses.

Rule 23(a) Requirements

100. **Numerosity pursuant to Rule 23(a)(1):** Upon information and belief, there are at least several hundred or potentially thousands of consumers in the Class. The Class and Subclasses are so large that the joinder of all of its members is impracticable. The exact number of members of the Class and Subclasses can be determined using the Defendants’ business records.

101. **Commonality and Predominance pursuant to Rule 23(a)(2) and (b)(3):**

Absent certification of the Class and Subclasses, the relief sought herein creates the possibility of inconsistent judgments and/or obligations imposed on Defendants. This action involves common questions of law and fact which predominate over any questions affecting individual members of the Class. They include, without limitation:

- Whether Defendants created Shopping Pass accounts and initiated electronic fund transfers without valid consumer authorization under 15 U.S.C. § 1693a(12);
- Whether GreenSky issued consumer loans within the meaning of the Oklahoma Consumer Credit Code, 14A O.S. § 1-101, et seq; and TILA, 15 U.S.C. §1601 et seq.;
- Whether Defendants delivered all required disclosures, including but not limited to the identity of the lender’s assignee, the actual “amount financed,” when payment obligations would commence, information about the right to obtain disclosures upon request, the amount of finance charges imposed on the consumer, and any imposition of fees or penalties for late payments, as required by 14A O.S. § 3-306 and 15 U.S.C. §1601 et seq.;
- Whether Defendants provided adequate TILA closed-end consumer credit disclosures to Plaintiff and the putative Class prior to consummation or liability for the loans;
- Whether GreenSky permitted its “Shopping Pass” to be accessed by its Merchants, including Andersen, to permit acceptance of loan terms and/or to obligate consumers without authorization from Plaintiff and the Class members;

- Whether the Defendants reported negative information about Plaintiffs and the Class to third parties, including the credit bureaus; and
- Whether Defendants' practices have injured Plaintiff and the Class in an amount to be determined at trial.

102. **Typicality pursuant to Rule 23(a)(3)**: Plaintiff's claims are typical of the claims of the proposed Class members. Defendants harmed Plaintiff's and Class members in much the same manner offering financing through its fully electronic loan application process, failing to provide meaningful disclosures regarding loan terms and then permitting Merchants to accept and/or otherwise make charges on the Shopping Pass account. Plaintiff's experience with Defendants is typical of the claims and experiences of members of the Class because, among other reasons, Plaintiff's claims arise from Defendants' practices that are applicable to the entire Class.

103. **Adequacy pursuant to Rule 23(a)(4)**: Plaintiff is an adequate representative of the Class because her interests do not conflict with the interests of the other members of the Class she seeks to represent. Plaintiff has retained counsel who are competent and experienced in complex class action litigation, and through them, Plaintiff intends to prosecute this action vigorously. She and her counsel will fairly and adequately protect Class members' interests.

104. **Declaratory and Injunctive Relief pursuant to Rule 23(b)(2)**: Defendants have acted or refused to act on grounds generally applicable to Plaintiff and Class members, making final injunctive relief and declaratory relief appropriate for the Class as a whole. Defendants engaged in substantially similar conduct for each member of the Class.

Predominance and Superiority pursuant to Rule 23(b)(3):

105. The core liability questions turn on Defendants’ uniform policies and practices, which apply identically to all Class members and do not depend on individualized proof. Common questions include:

- a. Whether Defendants’ standardized intake, activation, and funding process failed to provide required pre-consummation disclosures in a form the consumer could keep;
- b. Whether GreenSky’s “shopping pass” activation and direct-to-merchant disbursement model can create a binding loan absent executed consumer authorization;
- c. Whether Defendants’ uniform training, controls, and merchant-oversight policies render Merchants agents of GreenSky and the bank;
- d. Whether BMO Harris Bank, as funder and/or assignee, is liable for disclosure defects apparent on the face of the records;
- e. Whether Defendants’ standardized furnishing and dispute-handling practices violated federal and state law; and
- f. The availability of statutory damages and class-wide injunctive or declaratory relief.

106. Plaintiff will prove liability with common evidence: platform logs and metadata; uniform scripts, training, and merchant agreements; system-level rules for activation and disbursement; redress/complaint policies; credit-reporting and dispute-handling procedures; and Defendants’ internal audits and analyses. This evidence is

maintained centrally by Defendants and does not vary from consumer to consumer. Whether and when disclosures issued, in what form, and whether a consumer authorization existed are shown by Defendants' electronic records, template documents, and data fields, not by individualized oral recollections.

107. Statutory damages for disclosure violations and furnisher misconduct are dictated by statute and are computed from Defendants' own data (e.g., finance charges, account type, time period). Any restitutionary or cancellation relief likewise turns on fields in Defendants' loan and servicing systems (activation date, disbursement amount, chargebacks, and tradeline status). These can be calculated for all Class members using a common methodology.

108. A class action is superior to any other available means for the fair and efficient adjudication of this controversy. No unusual difficulties are likely to be encountered in this class action's management. Individual litigation will cause ongoing harm to Plaintiff and the Class members, create the potential for inconsistent or contradictory judgments, and increase the delay and expense to all parties and the court system itself. By contrast, a class action provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court.

CLAIMS

Count I – (Against All Defendants)

Violation of Oklahoma Consumer Credit Code §14A-2-301, et seq.

109. Plaintiff re-alleges and re-incorporates the factual and class allegations set forth above in paragraphs 1 – 108, as if set forth fully herein.

110. Plaintiff and Class Members are consumers within the meaning of Okla. Stat. 14A, §1-301(11) in that Plaintiff and Class Members are natural persons who sought or acquired credit primarily for personal, family, or household purposes, either their debt is payable in installments or a loan finance charge is made; and the principal does not exceed Fifty Thousand Dollars (\$50,000.00).

111. Defendants are either creditors, sellers, arrangers of consumer sales credit, lenders, creditors, or assignees within the meaning of Oklahoma Consumer Credit Code §14A-2-301, et seq.

112. Plaintiff and Class Members are debtors within the meaning of O.S. §24-1: (“A debtor is one who, by reason of an existing obligation, is, or may become, liable to pay money to another, whether such liability is certain or contingent.”).

113. GreenSky was an arranger of consumer sales credit, a lender or creditor and a servicer of consumer credit.

114. Defendant Andersen acted at all relevant times as a merchant seller and agent of the other Defendants in connection with the sale and financing of consumer goods. Andersen advertised, marketed home-improvement products, solicited consumers in their homes, collected consumer information to submit loan applications, extended consumer credit and then used that information to create an obligation on Parisi and other members of the Anderson subclass’ Shopping Pass accounts.

115. Defendant BMO Harris Bank was at all relevant times the lender, creditor and/or assignee for the loans made to Parisi and other members of the BMO Harris Bank subclass.

116. Defendants are regularly engaged in the business of originating and extending “consumer loans” pursuant to the Oklahoma Consumer Credit Code, §14A-3-104 (2024), in which:

117. (a) the debtor is a person other than an organization;

118. (b) the debt is incurred primarily for a personal, family or household purpose;

119. Defendants regularly originate and/or issue consumer loans for products and services that fail to comply with the accurate disclosure requirements of the Oklahoma Consumer Credit Code (OCCC), Part 3, including:

- a. Defendants failed to deliver all material disclosures, prior to consummation, in a form that Parisi or Class members may keep in violation of 14A O.S. § 3-306;
- b. Defendants failed to accurately disclose to the Class Representative or Class members “the amount financed” or to disclose the amount of credit to which the debtor has use, or to segregate those amounts from other amounts in violation of 14A O.S. § 3-306 2(b) (i);
- c. Defendants failed to disclose to the Class Representative or Class members a statement of the debtor’s right to obtain, upon a written request, a written itemization of the amount financed, and included spaces for a “yes” and “no” indication to be initialed by the debtor to indicate whether the debtor wants a written itemization of the amount financed in violation of 14A O.S. § 3-306 2(cc) (ii);

- d. Defendants failed to provide a written itemization of the amount financed in violation of 14A O.S. § 3-306 2(cc) (ii) that included a disclosure of the following:
 - i. the amount that is or will be paid directly to the debtor;
 - ii. the amount that is or will be credited to the debtor's account to discharge obligations owed to the lender;
 - iii. each amount that is or will be paid to third persons by the lender on the debtor's behalf, together with an identification of or reference to the third person; and
 - iv. the total amount of any charges described in 14A O.S. §3-306 2 (b) (i) (cc).
 - v. The sum of the amount financed and the finance charge, which shall be termed the "total of payments"; and
 - vi. The number, amount, and due dates or period of payments scheduled to repay the total of payments.
- e. Descriptive explanations of the terms "amount financed," "finance charge," "annual percentage rate," and "total of payments," as specified by the Administrator;
- f. Any dollar charge or percentage amount which may be imposed by a lender solely on account of a late payment, other than a deferral or extension charge;

- g. A statement indicating whether or not the debtor is entitled to a rebate of any finance charge upon refinancing or prepayment in full pursuant to acceleration or otherwise, if the obligation involves a precomputed finance charge. A statement indicating whether or not a penalty will be imposed in those same circumstances if the obligation involves a finance charge computed from time to time by application of a rate to the unpaid principal balance; and
- h. A statement that the debtor should refer to the appropriate contract document for any information such document provides about nonpayment, default, the right to accelerate the maturity of the debt, and prepayment rebates and penalties.

120. The preceding list of disclosure violations by Defendants, as it relates to the loans issued to the Plaintiff and the Class, are prohibited under 14A O.S. § 3-306 2(aa) through (k).

121. Defendants' conduct constitutes a violation of the Oklahoma Consumer Credit Code and they are liable for the violations mentioned herein pursuant to O.S. §14A-5-203.

122. As a direct and proximate result of Defendants' violations, Plaintiff and Class Members suffered actual damages, including but not limited to inability to shop for credit on informed terms, reputational harm to their creditworthiness, time expended disputing unauthorized use of shopping passes.

WHEREFORE, Plaintiff respectfully request that the Court enter judgment in Plaintiff's favor and against Defendant, and award the following relief:

- a. Actual and Statutory damages and penalties as provided under the OCCC;
- b. Reasonable attorney's fees and costs; and
- c. Such other and further relief as the Court deems just and proper.

Count II– (Against All Defendants)
Violation of Truth in Lending Act – Failure to Disclose (15 U.S.C. §1601 et seq)

123. Plaintiff re-alleges and re-incorporates the factual and class allegations set forth above in paragraphs 1 – 108, as if set forth fully herein.

124. Plaintiff and Class Members are “consumers” within the meaning of 15 U.S.C. § 1602(i), in that they are natural persons who sought or acquired credit primarily for personal, family, or household purposes.

125. Defendants are “creditors” or “facilitators of credit extensions” within the meaning of 15 U.S.C. § 1602(g) and Regulation Z, 12 C.F.R. § 1026.2(a)(17), as Defendants regularly work together to facilitate or extend consumer credit loans payable in more than four installments or which are subject to a finance charge.

126. On or about November 23, 2021, Plaintiff applied for a consumer credit transaction with Andersen and Greensky, as defined by 15 U.S.C. § 1602(f).

127. The Truth in Lending Act (“TILA”) requires creditors to provide clear and conspicuous disclosures of certain material terms of the credit transaction before consummation, including but not limited to:

- a. The annual percentage rate (APR), 15 U.S.C. § 1638(a)(4);
- b. The finance charge, 15 U.S.C. § 1638(a)(3);

- c. The amount financed, 15 U.S.C. § 1638(a)(2)(A);
- d. The total of payments, 15 U.S.C. § 1638(a)(5); and
- e. The payment schedule, 15 U.S.C. § 1638(a)(6).

128. Defendants intentionally failed to disclose and provide Plaintiff and Class Members with accurate and complete disclosures required under TILA and its implementing regulation, Regulation Z (12 C.F.R. Part 1026), including but not limited to:

- a. Failure to clearly and accurately disclose the APR;
- b. Failure to disclose the total finance charge and total of payments; and
- c. Failure to disclose the payment schedule in a clear and conspicuous manner.

129. Defendants' failure to comply with TILA's disclosure requirements deprived Plaintiff and Class Members of the ability to compare credit terms available in the marketplace and frustrated Congress's intent in enacting TILA. See 15 U.S.C. § 1601(a).

130. Defendants' conduct constitutes a violation of TILA, 15 U.S.C. § 1638, and Regulation Z, 12 C.F.R. §§ 1026.17–1026.18.

131. Pursuant to 15 U.S.C. § 1640(a), Plaintiff and Class Members are entitled to actual damages, statutory damages, attorney's fees, and costs.

WHEREFORE, Plaintiff respectfully requests judgment in Plaintiff's and the Class's favor and against Defendants, and that the Court award:

- a. Statutory damages as provided by 15 U.S.C. § 1640(a)(2);
- b. Reasonable attorney's fees and costs under 15 U.S.C. § 1640(a)(3); and
- c. Such other relief as the Court deems just and proper.

Count III– (Against All Defendants)
Violation of the Oklahoma Consumer Protection Act
(Okla. Stat. tit. 15, § 751 et seq.)

132. Plaintiff re-alleges and re-incorporates the factual and class allegations set forth above in paragraphs 1 –108, as if set forth fully herein.

133. Plaintiff and Class Members are “consumers” within the meaning of Okla. Stat. tit. 15, § 752(2), in that they are persons who purchased or leased services or property primarily for personal, family, or household purposes.

134. Defendants are “persons” and “suppliers” engaged in commerce as defined by Okla. Stat. tit. 15, § 752(1), (6).

135. The Oklahoma Consumer Protection Act (“OCPA”) prohibits “[u]nfair or deceptive trade practices,” including misrepresentations, omissions of material fact, and unconscionable practices in the conduct of trade or commerce. Okla. Stat. tit. 15, § 753(20), (22).

136. On or about November 23, 2021, Plaintiff applied for financing of consumer products and sought financing from Defendants through their agents or representatives.

137. In connection with this transaction, Defendants engaged in unlawful practices under the OCPA, including but not limited to:

- a. Failing to disclose material credit terms and costs, thereby misleading Plaintiff regarding the true cost of the transaction (Okla. Stat. tit. 15, § 753(5), (8));

- b. Making false or misleading representations concerning rights, remedies, or obligations under the contract (Okla. Stat. tit. 15, § 753(8)); and
- c. Engaging in unfair and deceptive practices likely to mislead reasonable consumers, in violation of Okla. Stat. tit. 15, § 753(20).

138. Defendants' omissions and misrepresentations were material and likely to deceive a reasonable consumer.

139. Defendants' conduct constitutes an "unlawful practice" under the OCPA.

140. As a direct and proximate result of Defendants' conduct, Plaintiff and Class Members suffered damages, including but not limited to the loss of the ability to make informed credit decisions, reputational harm to their creditworthiness, time expended disputing unauthorized use of shopping passes, and emotional distress.

141. Pursuant to Okla. Stat. tit. 15, § 761.1, Plaintiff and Class Members are entitled to actual damages, attorney's fees, costs, and injunctive relief.

142. Because Defendants' conduct was willful and knowing, Plaintiff and Class Members are further entitled to treble damages under Okla. Stat. tit. 15, § 761.1(C).

WHEREFORE, Plaintiff respectfully requests judgment in Plaintiff's favor and against Defendant, and that the Court award:

- a. actual damages and treble damages for willful and knowing violations;
- b. Attorney's fees and costs under Okla. Stat. tit. 15, § 761.1;
- c. Declaratory and injunctive relief to prevent further violations; and
- d. Such other relief as the Court deems just and proper.

Count IV– (Against All Defendants)
Violation of the Electronic Fund Transfer Act –
Improper Issuance of Access Device (15 U.S.C. § 1693i)

143. Plaintiff re-alleges and incorporate by reference paragraphs 1- 108 as though fully set forth herein. Plaintiff asserts this Count on behalf of herself and the Class defined in the Complaint.

144. This Count arises under the Electronic Funds Transfer Act (“EFTA”), 15 U.S.C. § 1693 et seq., and Regulation E, 12 C.F.R. Part 1005.

145. An “account” under the EFTA includes a demand deposit, savings deposit, or other asset account established primarily for personal, family, or household purposes and held by a financial institution. 15 U.S.C. § 1693a(2).

146. An “unauthorized electronic fund transfer” (“EFT”) is a transfer from a consumer account initiated by a person other than the consumer without actual authority and from which the consumer receives no benefit. 15 U.S.C. § 1693a(12).

147. An “access device” includes any card, code, or other means of account access used to initiate EFTs. 15 U.S.C. § 1693a(1).

Defendants Unauthorized Issuance of an Access Device

148. Pursuant to 15 U.S.C. § 1693i(a), part of the Electronic Fund Transfer Act (EFTA), an access device can only be issued in two specific circumstances:

- In response to a consumer’s request or application.
- As a renewal or replacement for a previously “accepted access device”.

149. Defendants issued an unauthorized access device.

150. BMO Harris Bank was the program bank that held the GreenSky “Shopping Pass” accounts to which the challenged transfers posted. As the financial institution of record, BMO Harris Bank owed the duties imposed by the EFTA and Regulation E, including ensuring that EFTs were authorized and complying with error-resolution obligations.

151. GreenSky administered the program on the banks’ behalf, controlled program rules and systems, reviewed or processed merchant-submitted applications and “authorizations,” and serviced the accounts (including funding/disbursement, billing/collection, and credit reporting). GreenSky acted with actual authority from—and as agent for—BMO Harris Bank in origination, account setup, disbursement, servicing, and error handling.

152. Andersen and other program merchants were enrolled, trained, and credentialed to market financing, intake consumer information, present “authorizations,” and submit disbursement requests through GreenSky’s platform. In performing those functions, Andersen acted as GreenSky’s agent and BMO Harris Bank’s sub-agent, and participated with GreenSky and BMO Harris Bank in a joint enterprise to finance merchant sales through the program.

Unauthorized Transfers and Invalid Electronic “Consent”

153. Defendants created Shopping Pass accounts and caused funds to be disbursed in Plaintiff’s and Class members’ names without their knowledge or valid authorization. Consumers did not request these accounts, did not authorize the disbursements.

154. Defendants contend that consumers authorized the transactions by signing on electronic tablets provided by GreenSky Merchants. Any such electronic “consent” was not

valid under the Electronic Signatures in Global and National Commerce Act (“E-SIGN”), 15 U.S.C. § 7001(c), because consumers were not provided the required clear and conspicuous disclosures (including the right to receive records on paper, the scope of consent, the right to withdraw consent without penalty, and hardware/software requirements), nor did they affirmatively consent in a manner reasonably demonstrating their ability to access the records in the electronic form to be used.

155. Because purported electronic consent did not comply with E-SIGN, it did not authorize electronic fund transfers. The resulting transfers were therefore “unauthorized electronic fund transfers” within the meaning of 15 U.S.C. § 1693a(12).

156. Program funding flowed at the direction of Defendants: merchants, including Andersen, used the Shopping Pass number or credential to request payment; GreenSky approved/requested disbursement; and loan proceeds were paid directly to the merchant rather than to the consumer—linking merchant intake/“authorization” to bank-level disbursement.

Error-Resolution Failures

157. After Plaintiff and other Class members discovered the unauthorized accounts and timely disputed them, BMO Harris Bank and GreenSky failed to conduct reasonable investigations, failed to correct errors and recredit, and continued to treat the debts as valid and to report/collect them, in violation of 15 U.S.C. § 1693f and Regulation E.

Agency, Joint-Enterprise, and Ratification

158. In marketing, financing, collecting consumer information, presenting “authorizations,” and submitting disbursement requests through GreenSky’s systems,

Andersen and other program merchants acted within the scope of their agency for GreenSky and sub-agency for BMO Harris Bank. GreenSky's control of program rules, access credentials, application review, and funding decisions, and BMO Harris Bank's role as account-holding banks, establish agency and sub-agency relationships.

159. GreenSky, BMO Harris Bank, and program Merchants, including Andersen operated as joint actors with a common purpose of financing merchant sales, shared benefits including GreenSky program fees; bank interest/fees, and coordinated roles. Each is liable for acts/omissions of the others undertaken as agents of one another.

160. In all events, each Defendant ratified the unauthorized conduct by accepting merchant "authorizations," funding merchant disbursements, servicing and collecting on the resulting debts, reporting them to consumer reporting agencies, and refusing to correct after notice—thereby adopting and benefitting from the wrongful acts.

161. As a direct and proximate result of Defendants' EFTA violations, Plaintiff and Class members sustained injuries including, without limitation: liability for unauthorized debts, out-of-pocket losses (including time and expense to dispute/correct), and damage to credit reputation.

WHEREFORE, Plaintiffs, on behalf of themselves and the Class, request that the Court:

- A. Declare that the disputed transfers were unauthorized electronic fund transfers under 15 U.S.C. § 1693a(12), and that Defendants violated the EFTA and Regulation E, including § 1693f;

- B. Declare that any electronic signatures or “authorizations” obtained without compliance with E-SIGN (15 U.S.C. § 7001(c)) are invalid to authorize EFTs;
- C. Enter judgment holding BMO Harris Bank and GreenSky directly liable, and holding Andersen liable under agency/joint-enterprise principles for initiating or causing the initiation of unauthorized EFTs;
- D. Award actual damages and statutory damages as provided by 15 U.S.C. § 1693m(a) (including, in a class action, an additional amount not to exceed the lesser of \$500,000 or 1% of Defendants’ net worth), together with costs and reasonable attorney’s fees; and
- E. Grant such other and further relief as the Court deems just and proper.

Date: October 1, 2025

Respectfully submitted,

VARNELL & WARWICK, P.A.

/s/ Janet R. Varnell

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Attorneys for Plaintiff and the Putative Class

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 1, 2025, I electronically filed the foregoing with the Clerk of the Court through the CM/ECF System, which will send a notice of electronic filing to all counsel of record.

/s/ Janet R. Varnell
Janet R. Varnell

EXHIBIT 1

CFPB Consent Order

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

ADMINISTRATIVE PROCEEDING
File No. 2021-CFPB-0004

In the Matter of:

CONSENT ORDER

GREENSKY, LLC

The Consumer Financial Protection Bureau (Bureau) has reviewed certain origination and servicing activities of GreenSky, LLC (Respondent, as defined below) and has identified the following law violations: (1) Respondent engaged in unfair acts and practices with regard to loans to consumers who did not authorize them in violation of §§ 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a) and 5536(a)(1)(B); and (2) Respondent engaged in unfair acts and practices by structuring its loan origination and servicing activities in a manner that enabled unauthorized loans in violation of §§ 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a) and 5536(a)(1)(B). Under §§ 1053 and 1055 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5563, 5565, the Bureau issues this Consent Order (Consent Order).

I.

Jurisdiction

1. The Bureau has jurisdiction over this matter under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565.

II.

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated June 29, 2021 (Stipulation), which is incorporated by reference and is accepted by the Bureau. By this Stipulation, Respondent has consented to the issuance of this Consent Order by the Bureau under §§ 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565, without admitting or denying any of the findings of fact or conclusions of law, except that Respondent admits the facts necessary to establish the Bureau’s jurisdiction over Respondent and the subject matter of this action.

III.

Definitions

3. The following definitions apply to this Consent Order:
 - a. “Affected Consumers” means any consumer who received an unauthorized loan through the GreenSky Program between March 1,

2014, and the Effective Date of this Consent Order, as determined by the Settlement Administrator, and further described in Section VIII.

- b. “Board” means the duly elected and acting Board of Directors of GreenSky, Inc., the ultimate parent of Respondent.
- c. “Clearly and Prominently” means:
 - i. In textual communications (e.g., printed publications or words displayed on the screen of an electronic device), the disclosure must be of a type size and location sufficiently noticeable for an ordinary consumer to read and comprehend it, in print that contrasts with the background on which it appears;
 - ii. In communications disseminated orally or through audible means (e.g., radio or streaming audio), the disclosure must be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it;
 - iii. In communications disseminated through video means (e.g., television or streaming video), the disclosure must be in writing in a form consistent with subsection (i), and must appear on the screen for a duration sufficient for an ordinary consumer to read and comprehend it;

- iv. In communications made through interactive media such as the internet, online services, and software, the disclosure must be unavoidable and presented in a form consistent with subsection (i);
 - v. In communications that contain both audio and visual portions, the disclosure must be presented simultaneously in both the audio and visual portions of the communication; and
 - vi. In all instances, the disclosure must be presented before the consumer incurs any financial obligation, in an understandable language and syntax, and with nothing contrary to, inconsistent with, or in mitigation of the disclosures used in any communication with the consumer.
- d. “Effective Date” means the date on which the Consent Order is entered on the administrative docket.
- e. “Enforcement Director” means the Assistant Director of the Office of Enforcement for the Consumer Financial Protection Bureau, or his or her delegate.
- f. “GreenSky Program” means a consumer financing and payments program created and administered by Respondent for certain federally insured banks (“GreenSky Program banks”) where Respondent provides

point-of-sale financing technology and payments technology, and engages in origination and servicing activities.

- g. “Identified Consumer Account Information” means the loan files, complaints, call recordings, and related documentation of Potential Affected Consumers to be reviewed by the Settlement Administrator pursuant to Section VIII.
- h. “Merchant” means any third-party provider of services or seller of retail products to consumers that intakes, submits, or facilitates submission of consumer loan applications to Respondent for the purpose of financing consumer purchases from such provider or seller through the GreenSky Program. This definition shall not include any third-party provider or seller that, as of January 1, 2014, required consumers to contact Respondent directly to activate a loan.
- i. “Potential Affected Consumers” consists of the following groups of consumers:
 - i. Consumers who filed complaints about unauthorized loans or unauthorized transactions between March 1, 2014 and the Effective Date of this Consent Order; and
 - ii. Consumers who both (1) completed loan applications between March 1, 2014 and the Effective Date of this Consent Order and

meet any one of the criteria described in subparagraphs (a) – (d) below; and (2) respond to a communication from the Settlement Administrator indicating they did not authorize a GreenSky Program loan. The criteria consist of the following:

- (a) Consumers whose loan application listed a Merchant’s physical address as the consumer’s own;
 - (b) Consumers whose loans were identified by Respondent as part of a customer-authorization audit for fraud as loans for which Respondent did not possess or obtain evidence of authorization;
 - (c) Consumers who submitted disputes directly to Respondent claiming information on their consumer report related to unauthorized loans or associated unauthorized transactions; and
 - (d) Consumers who submitted disputes to consumer reporting agencies claiming information on their consumer report related to unauthorized loans or associated unauthorized transactions.
- j. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another

governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.

- k. “Relevant Period” includes from March 1, 2014 to the Effective Date of this Consent Order.
- l. “Respondent” means GreenSky, LLC, and its subsidiaries, successors and assigns.

IV.

Bureau Findings and Conclusions

The Bureau finds the following:

- 4. Respondent is a limited liability company with its principal place of business at 5565 Glenridge Connector, Suite 700, Atlanta, Georgia 30342.
- 5. Respondent transacts business throughout the United States.
- 6. Respondent administers the GreenSky Program and engages in origination and servicing activities related to the GreenSky Program, and therefore engages in offering or providing a “financial product or service” within the meaning of 12 U.S.C. § 5481(15)(A)(i).
- 7. Respondent engages in origination activities and services loans offered or provided for use by consumers primarily for personal, family, or household purposes within the meaning of 12 U.S.C. § 5481(5)(A).
- 8. Respondent is therefore a “covered person” under 12 U.S.C. § 5481(6).

Respondent's Business Model

9. Respondent engages in origination and servicing activities on behalf of GreenSky Program banks. Respondent uses Merchants to market and intake loan applications from consumers at the point of sale. Most of these Merchants provide home improvement products and services, health care services, or retail products.
10. Merchants must apply to participate in the GreenSky Program. If accepted into the GreenSky Program, Respondent generally trains Merchants, including on how to market and promote the GreenSky Program loans, intake consumers' personal and financial information, submit loan applications to Respondent on behalf of consumers or assist consumers in submitting loan applications directly to Respondent, as well as on GreenSky Program rules regarding consumers.
11. Respondent allows most Merchants to submit consumer loan applications online using Respondent's website or mobile applications, or over the phone if the Merchant indicates it has a signed application information form or a signed application from a consumer.
12. Respondent's Patient Solutions Program, which provides financing for elective medical procedures, requires consumers to apply for loans directly through Respondent.

13. Once Respondent receives an application, it makes an on-the-spot financing decision by comparing a consumer's application data with the lending criteria of the GreenSky Program banks, using proprietary technology and algorithms. These loans typically range from a few thousand dollars to tens of thousands of dollars.
14. When a consumer or Merchant submits a loan application through Respondent's website or mobile application, the approved loan terms are displayed on the computer or tablet at the conclusion of the application process. Where a Merchant submits a loan application on a consumer's behalf, however, the consumer may view the approved loan terms on the computer or tablet only if the Merchant shares the screen with the consumer.
15. Until at least April 2019, if Respondent determined that an applicant qualified for a loan, the loan application process was complete. Respondent mailed or emailed loan documentation to consumers, but consumers were not required to sign and return that loan documentation to consummate the loan.
16. Respondent also issues consumers a "shopping pass" number, which functions like a credit card (Shopping Pass). Respondent treats use of the Shopping Pass, or associated funds, as acceptance of the loan.

17. Respondent does not disburse the loan proceeds to the consumer. Rather, to pay for a product or service, a consumer provides the Shopping Pass number to her Merchant or otherwise authorizes a transaction and the Merchant, in turn, uses the Shopping Pass number or other authorization to apply for payment from Respondent.
18. Respondent then disburses loan proceeds directly to the Merchant.
19. Most of Respondent's revenue is earned from fees that Merchants pay to Respondent every time they receive payment from the proceeds of a consumer's loan.
20. In some instances, Merchants misused these Shopping Pass numbers.
21. Merchants sometimes applied for a loan without a consumer's knowledge and entered their own email addresses as the consumer's own on the loan application. Because of this, Respondent emailed the consumer's loan documents or Shopping Pass number to the Merchant instead of the consumer.
22. In other instances, Merchants applied for a loan without a consumer's knowledge and entered the consumer's correct mailing address on the application, but because the consumer was unaware of the loan, the consumer ignored the loan documents Respondent mailed, thinking they were promotional materials.

23. Consumers sometimes received mailed loan documents—which could take weeks to arrive after a loan application—only after the Merchant had already used the Shopping Pass number without the consumer’s knowledge.

Respondent Engaged in Origination Activity on Loans That Consumers Did Not Authorize

24. During the Relevant Period, some Merchants submitted loan applications to Respondent without consumers’ consent. Respondent performed origination and servicing activities with regard to these loans and, in some instances, disbursed loan proceeds directly to the Merchant, without consumers’ knowledge or consent.
25. Between 2014 and 2019, Respondent received at least 6,000 complaints from consumers who stated they did not authorize submission of a loan application. Respondent’s complaint investigation found that in at least 1,600 instances the Merchant was at fault.
26. Some consumers became aware of the loan for the first time when they noticed Respondent’s name on their credit report, or received billing statements, collection letters, and calls from Respondent.
27. After receiving a complaint about an unauthorized loan, Respondent sometimes cancelled the loan, refunded consumers’ money, wrote off the

unauthorized loan, or convinced the relevant Merchants to return money to consumers.

28. At least 2,800 consumers who complained about unauthorized loans however, received neither refunds nor write-offs from Respondent or its Merchants.

Respondent's Loan Application and Funding Process Created Opportunities for the
Origination of Unauthorized Loans

29. Respondent uses a completely paperless application process for both its mobile and web-based application platforms.
30. Until at least 2019, if a Merchant had certain personal information about a consumer, Respondent's systems and application process enabled Merchants to submit an entire loan application online without the consumer's knowledge or consent.
31. While Respondent's program agreement with Merchants requires Merchants to obtain a written authorization from consumers to submit a loan application, Respondent does not request or review such documentation prior to loan application approval and disbursement of the loan proceeds.
32. Instead, Respondent generally requires Merchants to provide proof of consumer authorization only after a consumer files a complaint. In some

instances, however, Merchants are unable to provide evidence that a consumer ever authorized submission of a loan application.

Respondent's Merchant Training Program was Inadequate and Inconsistent

33. Respondent's Merchant training practices exacerbated the circumstances that led to unauthorized loans.
34. During the Relevant Period, Respondent permitted Merchants to intake and submit loan applications for up to two months before completing any loan application training.
35. Further, until at least October 2019, the training Respondent provided to Merchants was inadequate and inconsistent.
36. Merchants who generated more loans for Respondent received a dedicated "Client Growth Manager," who was supposed to conduct one-on-one trainings with the Merchant and provide the Merchant opportunities to ask questions about the loan application process.
37. Merchants who did not meet the required business threshold received online training on the GreenSky Program rules, how to market loans, intake loan applications, submit applications to Respondent, and apply for payment.
38. Even when Respondent did provide individualized training, the training often did not adequately teach Merchants how to comply with consumer protection laws.

39. For example, some Client Growth Managers failed to teach Merchants that consumer authorization is required before submitting a loan application and some even instructed Merchants on how to directly access and use consumers' Shopping Pass numbers.
40. Further, Respondent only required that one representative from each Merchant attend a training session; this representative was then responsible for training all other Merchant employees in taking and submitting loan applications.
41. Respondent also did not require Merchants to verify that each employee in taking and submitting loan applications had been trained. And Respondent did not always take action when it learned Merchant employees had not received training.
42. Until at least January 2020, Respondent also sometimes failed to notify and train Merchants when it made changes to the GreenSky Program and did not require Merchants to attend annual compliance training.

Respondent's Merchant Oversight Program was Ineffective

43. In some instances, Respondent did not discipline or terminate Merchants known to have submitted unauthorized loan applications.

44. Respondent's Merchant Risk department is tasked with investigating Merchant activity to root out fraud and discipline or terminate Merchants who engage in practices that violate Respondent's policies and procedures.
45. But employees in the Merchant Risk department are not consistently trained and do not follow written investigation guidelines. In some cases, they were instructed to apply different, more lenient investigative standards to high-volume Merchants and to change their recommendations regarding Merchant suspensions and terminations based on the volume of business a Merchant generates.
46. As a result, the Merchant Risk department's investigations are not governed by a consistent set of principles or standards and its disciplinary action recommendations differ depending on the Merchant and the volume of business the Merchant generates.

Respondent's Complaint Resolution Practices were Deficient

47. In 2014, Respondent created a department to respond to and resolve consumer complaints.
48. In many instances, because of understaffing and frequent staff turnover, Respondent took over 75 days to investigate and resolve complaints, even though Respondent's stated policy is to strive to investigate and resolve complaints within 15 days. In over 100 cases where consumers complained

about an unauthorized loan, Respondent took six or more months to resolve the complaint.

49. Further, in some instances, Respondent closed complaints in its system without ever resolving the case or informing consumers of the result of the investigation.
50. As a result, some consumers had to call or contact Respondent multiple times over several months to receive a response from Respondent or any resolution to their complaints.
51. Frequently, Respondent told consumers they must attempt to resolve their unauthorized loan complaint with the Merchant first before Respondent would open an investigation.
52. When Respondent did open an investigation, Respondent requested evidence of the consumer's authorization of submission of the loan application from the Merchant.
53. If a Merchant could not provide evidence of consumer authorization, Respondent asked the Merchant to refund the consumer's account. Merchants, however, did not always agree to provide a refund and Respondent did not always require them to do so.
54. If a Merchant refused to provide a refund, Respondent required the consumer in question to seek a "chargeback" of the amounts charged to the

Shopping Pass. If the consumer did not do so within four to fifteen months, this remedy was unavailable because of the transaction processor's chargeback rules. Due to the length of time Respondent took to resolve some unauthorized loan complaints, some consumers lost out on the opportunity to pursue this remedy because Respondent could not pursue chargeback rights for the consumer until the complaint was resolved.

55. In these circumstances, the consumer had no other recourse, except for taking legal action.
56. Respondent, however, had the discretion to cancel and write off the loan, and absolve the consumer from liability, if it determined a Merchant submitted a loan application without consumer authorization.
57. Respondent did, in some instances, determine that Merchants had submitted loans without authorization and canceled and wrote off loans for some consumers.
58. But, until at least May 2018, Respondent lacked any policies or procedures governing these practices. As a result, Respondent granted loan write-offs inconsistently with regard to complaints about unauthorized loans.

Findings and Conclusions as to Respondent's
Origination and Servicing Activities on Unauthorized Loans (Unfair Acts and
Practices)

59. Section 1036(a)(1)(B) of the CFPA prohibits “unfair, deceptive, or abusive” acts or practices. 12 U.S.C. § 5536(a)(1)(B). An act or practice is unfair if it causes or is likely to cause consumers substantial injury that is not reasonably avoidable and that is not outweighed by countervailing benefits to consumers or to competition.
60. Respondent engaged in origination and servicing activities for loans to consumers that consumers did not authorize. Respondent’s actions caused or were likely to cause substantial injury to consumers by causing: (1) new unauthorized credit lines to appear on consumers’ consumer reports, potentially adversely affecting their credit profiles; (2) some consumers to make payments on unauthorized loans in order to avoid negative impact to their credit profiles from nonpayment; and (3) consumers to spend time and money attempting to rescind the loans, reverse charges, and remove Respondent’s tradeline from their credit reports.
61. Some consumers did not learn of the loans until well after they were funded.
62. The substantial injuries consumers suffered were therefore not reasonably avoidable.

63. Nor were they outweighed by any countervailing benefit to consumers or to competition.
64. Thus, Respondent engaged in unfair acts and practices in violation of Sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

Findings and Conclusions as to Respondent's Structuring of Loan Origination and Servicing Practices in a Manner that Enabled Unauthorized Loans (Unfair Acts and Practices)

65. Respondent's lack of appropriate and effective: (i) controls during the loan application, approval, and funding processes; (ii) merchant training and oversight; and (iii) complaint management, resulted in Respondent's engaging in origination and servicing activities on loans that consumers did not authorize.
66. Respondent's practices caused or were likely to cause substantial injury to consumers by causing: (1) new unauthorized credit lines to appear on consumers' credit reports, potentially adversely affecting their credit profiles; (2) some consumers to make payments on unauthorized loans in order to avoid negative impact to their credit profiles from nonpayment; and (3) consumers to spend time and money attempting to rescind the loans, reverse charges, and remove Respondent's tradeline from their credit reports.

67. Some consumers did not learn of the loans until well after they were funded.
68. The substantial injuries consumers suffered were therefore not reasonably avoidable.
69. Nor were they outweighed by any countervailing benefit to consumers or to competition.
70. Thus, Respondent engaged in unfair acts and practices in violation of Sections 1031(a) and 1036(a)(1)(B) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1)(B).

CONDUCT PROVISIONS

V.

Required Conduct

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

71. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with consumer loan authorizations, must take the following affirmative actions:
 - a. Obtain and retain evidence of a consumer's authorization of a loan in one of the following forms prior to asserting or reporting to a credit reporting agency any obligation on the part of the consumer and prior to the loan being activated:

- i. A signed written authorization from the consumer;
 - ii. An audio recording of a phone call with the consumer containing the consumer's verbal authorization; or
 - iii. Other documentary evidence evidencing consumer authorization of the loan obtained during loan activation procedures using email, the internet, or mobile messaging technology (such as SMS).
 - b. To the extent that a consumer complains about authorization of a loan application, Respondent must delete any credit inquiry unless it has or obtains evidence of consumer authorization of the loan application.
 - c. This paragraph shall not apply to Respondent's Patient Solutions Program, which requires consumers to apply for loans directly through Respondent.
72. Respondent, whether acting directly or indirectly, must take the following affirmative actions with respect to Respondent's consumer complaint management program:
- a. Develop, implement, and monitor a consumer complaint management program designed to efficiently and accurately intake, investigate, document, resolve, and track consumer complaints regarding unauthorized loans and related unauthorized transactions;

- b. Acquire and allocate the systems and staff necessary to administer the complaint management program in a manner consistent with the requirements of subparagraph (a);
 - c. Develop and implement written policies, practices, and procedures, including specific standards of investigation, to govern the consumer complaint management program described in subparagraph (a);
 - d. Develop and implement a training program on the requirements of subparagraphs (a) and (c) for Respondent's employees or agents responsible for any aspect of the complaint management program;
 - e. Review and analyze complaints in the consumer complaint management program on a routine basis for the purpose of identifying trends, emerging issues, and Merchants potentially involved in unauthorized loans and related unauthorized transactions; and
 - f. Based on the analyses conducted pursuant to subparagraph (e), periodically revise policies and procedures, and implement updated practices or solutions designed to prevent unauthorized loans.
73. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with receiving consumer complaints, must take the following affirmative actions following receipt of a complaint regarding an

unauthorized loan for which Respondent cannot obtain or produce evidence of consumer authorization as set forth in paragraph 71(a):

- a. Issue the consumer a provisional account credit within 5 business days of receiving the complaint, provided such complaint remains unresolved;
- b. Cancel the loan within 7 business days following resolution of a complaint of an unauthorized loan in the consumer's favor because Respondent does not possess or cannot obtain evidence of consumer authorization as required by paragraph 71(a);
- c. Issue a permanent account credit within 7 business days following resolution of a complaint of an unauthorized loan in the consumer's favor because Respondent does not possess or cannot obtain evidence of consumer authorization as required by paragraph 71(a);
- d. Refund the consumer for any amounts paid on the unauthorized loan within 10 business days following resolution of a complaint of an unauthorized loan in the consumer's favor because Respondent does not possess or cannot obtain evidence of consumer authorization as required by paragraph 71(a); and
- e. Submit a request to update or correct any incorrect or inaccurate information furnished to a consumer reporting agency in the subsequent reporting cycle following resolution of a consumer complaint of an

unauthorized loan in the consumer's favor because Respondent does not possess or cannot obtain evidence of consumer authorization as required by paragraph 71(a).

74. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, in connection with loan application, verification, activation, and transaction procedures, must take the following affirmative actions:

- a. Develop and implement policies, practices, procedures, and training materials regarding:
 - i. Obtaining and retaining evidence of consumers' loan authorizations consistent with paragraph 71(a).
 - ii. Attempting to verify consumers' email addresses and mobile telephone numbers before sending loan activation messages to a consumer's email address or mobile telephone number.
 - iii. Using knowledge-based authentication procedures or other comparably effective authentication procedures before activating a loan or disbursing loan proceeds, if Respondent cannot verify a consumer's email address or mobile telephone number;
 - iv. Establishing affirmative loan activation steps a consumer must take after a loan application is submitted and before Respondent may

disburse a consumer's loan proceeds or furnish information to a consumer reporting agency; and

- v. Obtaining and retaining evidence of consumers' approval of transactions before Respondent may disburse loan proceeds to a Merchant.

- b. Provide Clear and Prominent disclosures to consumers describing the steps the consumer is taking, including their effect. Such disclosures shall be provided, as applicable, before: (1) submission of a loan application; (2) activation of a loan; and (3) a consumer approves the initial loan transaction.

75. Respondent, whether acting directly or indirectly, must take the following affirmative actions regarding Merchant training and oversight:

- a. Develop and implement policies, procedures, and training materials designed to prevent and prohibit Merchants from applying for loans without consumers' knowledge or authorization, or using Shopping Pass numbers without consumers' consent;
- b. Require any Merchant employee who intakes, facilitates, or submits consumer loan applications to: (1) attend both an initial and subsequent annual internet-based training on loan application submission procedures;

and (2) pass a knowledge test on loan application submission procedures following the initial internet-based training before the employee may begin intaking, facilitating, or submitting loan applications;

- i. This provision shall not prevent a Merchant employee who has not received such training from assisting consumers in contacting Respondent, and then having the consumer directly communicate with Respondent to apply for a GreenSky Program loan.
- c. Develop and implement a process to verify the attendance of all Merchant employees required to receive training pursuant to subparagraph (b) at all required initial and annual trainings;
- d. Discipline, including through suspension and termination, any Merchant who violates Respondent's loan application, activation, or transaction approval policies or procedures as outlined in paragraph 71, as set forth in the approved Compliance Plan; and
- e. Develop and implement policies, practices, procedures, and training materials for effective oversight, risk management and audit of Merchants.

76. Respondent, whether acting directly or indirectly, must:

- a. Develop, implement, and consistently apply policies, practices, and procedures governing Respondent's write-off practices, including clear

and detailed guidelines to govern write-off decisions, which must be set forth in the approved Compliance Plan; and

- b. Develop and implement training materials and a training program on Respondent's write-off policies, practices, and procedures.

VI.

Compliance Committee and Compliance Plan

IT IS FURTHER ORDERED that:

- 77. The Board must establish a Compliance Committee of at least 3 directors, of which at least 2 are not officers or employees of Respondent or any of its affiliates. Within 14 days of the Effective Date, the Board must provide in writing to the Enforcement Director the name of each member of the Compliance Committee. If there is a change of membership to the Compliance Committee, the Board must submit the name of any new member in writing to the Enforcement Director.
- 78. For 5 years from the Effective Date, the Compliance Committee will be responsible for monitoring and coordinating Respondent's adherence to the provisions of this Consent Order. The Compliance Committee must meet at least quarterly and must maintain minutes of its meetings.
- 79. Within 50 days of the Effective Date, the Compliance Committee must submit to the Board a comprehensive compliance plan designed to ensure

that Respondent's loan origination and servicing activities comply with all applicable Federal consumer financial laws and the terms of this Consent Order (Compliance Plan). The Compliance Plan must include, at a minimum:

- a. Detailed steps Respondent will take to effectuate each of the Conduct Provisions required by this Consent Order;
 - b. A mechanism to ensure that the Board is kept apprised of the status of compliance actions;
 - c. Specific steps, timeframes, and deadlines for implementation of the requirements described above; and
 - d. A proposal for who the Respondent will retain as the Assessor to complete the initial Assessment set forth in Section XI.
80. Within 60 days of the Effective Date, the Board must submit a copy of the Compliance Plan, with any additional comments by the Board, to the Enforcement Director for review and determination of non-objection.
81. The Enforcement Director will have the discretion to make a determination of non-objection to the Compliance Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Compliance Plan, Respondent must revise and resubmit the Compliance Plan to the Enforcement Director within 30 days.

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

VII.

Role of the Board

IT IS FURTHER ORDERED that:

83. The Board or a relevant committee thereof must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the Bureau.
84. Although this Consent Order requires Respondent to submit certain documents for review or non-objection by the Enforcement Director, the Board will have the ultimate responsibility for proper and sound management of Respondent and for ensuring that Respondent complies with the laws that the Bureau enforces, including Federal consumer financial laws and this Consent Order.
85. In each instance that this Consent Order requires the Board to ensure adherence to, or perform certain obligations of Respondent, the Board or a relevant committee thereof must:

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

MONETARY PROVISIONS

VIII.

Order to Pay Redress

IT IS FURTHER ORDERED that:

- 86. Respondent shall pay redress to Affected Consumers as follows:
 - a. Cash redress totaling between \$750,000 and \$3,000,000 in the form of checks mailed to consumers (Cash Redress); and
 - b. Loan cancellations in an amount no more than \$6,000,000 (Credit Redress).
- 87. Within 10 days of the Effective Date, Respondent shall reserve or deposit into a segregated deposit account an amount not less than \$750,000 for the purpose of providing Cash Redress to Affected Consumers as required by this Section.

- a. If, at any time during the administration of this Consent Order, the Settlement Administrator, as defined in paragraph 88, determines that Cash Redress owed to Affected Consumers exceeds \$750,000, Respondent shall reserve or deposit into a segregated deposit account, such additional amounts, not to exceed \$3,000,000 in aggregate, for purposes of paying Cash Redress.
- b. If, at any time during the administration of this Consent Order, the Settlement Administrator determines that Cash Redress owed to Affected Consumers is less than \$750,000, Respondent may use the remainder of the funds in the segregated deposit account to pay the Settlement Administrator as required by this Section. If funds remain in the segregated deposit account after paying Cash Redress and the Settlement Administrator, within 30 days of the completion of the Redress Plan, Respondent must pay the remainder to the Bureau, by wire transfer to the Bureau or to the Bureau's agent, and according to the Bureau's wiring instructions. The Bureau will deposit any remaining funds in the U.S. Treasury as disgorgement. Respondent will have no right to challenge any actions that the Bureau or its representatives may take under this Section.

88. Within 30 days of the Effective Date, Respondent must submit to the Enforcement Director for review and non-objection a proposal for retaining an independent third-party settlement administrator (Settlement Administrator) for the purpose of: (1) communicating with Potential Affected Consumers as set forth in subparagraph 3(i)(ii)(a-d); (2) conducting a review of Identified Consumer Account Information of Potential Affected Consumers to identify all Affected Consumers; (3) determining the amount of redress due to each Affected Consumer; and (4) administering redress pursuant to this Consent Order (Settlement Administrator Proposal).
89. The Settlement Administrator Proposal shall identify the Settlement Administrator that Respondent proposes to retain and must include:
- a. The proposed Settlement Administrator's qualifications and specialized expertise; and
 - b. A description of all work the proposed Settlement Administrator has performed for Respondent in the five years preceding the Effective Date (if any), including the amount Respondent paid the Settlement Administrator for each engagement.
90. If the Enforcement Director directs Respondent to revise the Settlement Administrator Proposal or select a different Settlement Administrator,

Respondent must make such revisions or selection and resubmit the proposal within 10 days of the Enforcement Director's request.

91. Within 15 days of the Enforcement Director's determination of non-objection, Respondent shall engage the Settlement Administrator for the purposes described in paragraph 88.
92. Within 30 days of retaining the Settlement Administrator, Respondent must submit to the Enforcement Director for review and non-objection a comprehensive written plan for providing redress consistent with this Consent Order (Redress Plan). The Enforcement Director will have the discretion to make a determination of non-objection to the Redress Plan or direct Respondent to revise it. If the Enforcement Director directs Respondent to revise the Redress Plan, Respondent must revise and resubmit the Redress Plan to the Enforcement Director within 15 days. After receiving notification that the Enforcement Director has made a determination of non-objection to the Redress Plan, Respondent must implement and adhere to the steps, recommendations, deadlines, and timeframes outlined in the approved Redress Plan.
93. The Redress Plan must:
 - a. Describe the methodology the Settlement Administrator will use to identify Potential Affected Consumers;

- b. Describe the steps the Settlement Administrator must take to communicate with the Potential Affected Consumers described subparagraphs 3(i)(ii)(a-d) and as required by subparagraphs 93 (e)- (f) including, without limitation: (1) how the Settlement Administrator will locate Potential Affected Consumers, (2) the form and method the Settlement Administrator will use to contact Potential Affected Consumers (e.g. mail, phone, email), (3) a representative exemplar of each form of communication, (4) how Potential Affected Consumers may respond to the Settlement Administrator's communication(s), and (5) the number of times and methods by which the Settlement Administrator must attempt to contact non-responsive Potential Affected Consumers.
- c. Describe the steps the Settlement Administrator will employ to conduct a review of the Identified Consumer Account Information of Potential Affected Consumers to identify all Affected Consumers, including the Settlement Administrator's discretion to take all reasonable steps where appropriate to verify the authenticity of Identified Consumer Account Information obtained from Merchants;
- d. Identify the parameters that the Settlement Administrator will use to determine which of the Potential Affected Consumers are Affected Consumers. At a minimum, Affected Consumers must include Potential

Affected Consumers for whom Respondent does not possess or obtain at least one the following forms of evidence of authorization:

- i. Respondent's loan application or loan application information form with the consumer's signature;
- ii. An audio recording of a phone call with the consumer in which the consumer acknowledges that he or she submitted a loan application to Respondent for financing, authorized submission of a loan application by a Merchant, or confirmed that he or she wished to keep the GreenSky Program loan;
- iii. An email or other written communication from the consumer in which the consumer acknowledges that he or she submitted a loan application for financing to Respondent, authorized submission of a loan application by a Merchant, or confirmed he or she wished to keep the GreenSky Program loan;
- iv. Respondent's "Borrower Payment Certificate," signed by the consumer, indicating he or she agrees to the GreenSky Program loan;
- v. Respondent's "Limited Transaction Authorization Form," signed by the consumer, indicating he or she authorizes payments from the GreenSky Program loan to a Merchant; or

- vi. A consumer's written or text response to an email or mobile messaging technology (such as SMS) alert from Respondent authorizing or acknowledging a loan transaction.
- e. The requirement in paragraph 93(d) that Affected Consumers must include, at minimum, Potential Affected Consumers for whom Respondent does not possess or obtain one of the listed forms of evidence may not apply if the Identified Consumer Account Information contains evidence that the consumer: (i) signed an agreement with the Merchant for goods and services, and (ii) also applied for financing as a part of that agreement. In such instances, the Settlement Administrator must take the steps outlined in the approved Redress Plan to contact the Potential Affected Consumer to: (i) determine whether the Merchant provided the goods or services, (ii) determine how the Potential Affected Consumer paid for such goods or services, and, (iii) if applicable, invite the Potential Affected Consumer to submit any relevant evidence for the Settlement Administrator's consideration.
 - (a) For purposes of the Redress Plan, "evidence that the consumer (i) signed an agreement with the Merchant for goods and services, and (ii) also applied for financing as a part of that agreement," shall not include:

- (1) Respondent's customer representative notes stating the consumer has authorized the loan;
 - (2) A writing from a Merchant or Respondent's own notes regarding communications with a Merchant where the Merchant states the consumer authorized the loan or transaction; or
 - (3) A transaction ledger or payment history for Respondent's loan.
- f. Specify the methodology the Settlement Administrator will use to:
- i. Cancel loans for Affected Consumers;
 - ii. Calculate Cash Redress and Credit Redress, including any setoff pursuant to subparagraphs (iii)(a) to (c) below, for each Affected Consumer;
 - iii. For purposes of calculating redress pursuant to this Order, the Redress Plan shall provide that the Settlement Administrator may consider from Respondent a request for a setoff of Cash Redress or Credit Redress for goods and services actually provided, as follows:
 - (a) Respondent shall bear the burden of proving that set off is appropriate.

(b) If Respondent provides evidence to the Settlement

Administrator that setoff may be appropriate, the Settlement Administrator must take the steps outlined in the approved Redress Plan to contact the Potential Affected Consumer to determine whether the Merchant provided goods or services to the Potential Affected Consumer, how the consumer paid for such goods or services, and, if applicable, invite the Potential Affected Consumer to submit any evidence for the Settlement Administrator's consideration.

(c) If Respondent and the Potential Affected Consumer present conflicting evidence, the Settlement Administrator may take any steps she or he deems necessary to determine whether setoff is appropriate, as will be further described in the Redress Plan.

iii. Delete Respondent's tradeline information with consumer reporting agencies; and

iv. Administer Cash Redress and Credit Redress to Affected Consumers.

g. Provide that the Cash Redress or Credit Redress due to any Affected Consumer shall be paid pursuant to this Consent Order;

- h. Describe the Settlement Administrator's procedures for issuing and tracking Cash Redress and Credit Redress to each Affected Consumer;
- i. Provide that the Settlement Administrator shall mail each Affected Consumer owed redress under this Order an explanatory letter (Redress Notification Letter) that: (i) includes a statement that redress is being provided in accordance with the terms of this Consent Order; (ii) states why the Affected Consumer is receiving the letter; and (iii) states, if applicable, that the Affected Consumer's loan is being canceled and that the relevant tradeline will be deleted from their consumer report;
- j. Provide that neither the Settlement Administrator nor Respondent shall include in an envelope containing a Redress Notification Letter any materials other than the letter and a redress check, as applicable;
- k. Attach, as exhibits, an exemplar of each Redress Notification Letter envelope and letter template and any other scripts or correspondence used to communicate with Potential Affected Consumers;
- l. Specify timeframes and deadlines for implementing the Redress Plan;
- m. Allow Respondent to review the work conducted by the Settlement Administrator required by this Section to assure compliance with this Consent Order and the Redress Plan, provided however that: (i) the Settlement Administrator retains full and final decision-making rights as

to the class of Affected Consumers and the amounts of Cash Redress or Credit Redress due to Affected Consumers under this Consent Order; and (ii) a detailed accounting of any changes or modifications to the class of Affected Consumers or amounts of redress due to Affected Consumers as a result of Respondent's review under this provision shall be documented and provided to the Bureau prior to completion of redress administration; and

n. Provide that Respondent will pay all costs of administering redress as required by this Consent Order, subject to paragraph 87.

94. After the Settlement Administrator has completed redress administration under the Redress Plan, Respondent must submit a report to the Enforcement Director, and identify: (i) the number of Potential Affected Consumers; (ii) the number of Affected Consumers; (iii) the amount of Cash Redress distributed and Credit Redress applied to Affected Consumers; (iv) the number and amount of setoffs granted; (v) the amount of the Cash Redress checks deposited by Affected Consumers; and (vi) the number of tradelines deleted to correct inaccurate consumer reports.
95. Respondent may not condition the payment of any redress to any Affected Consumer under this Consent Order on that Affected Consumer waiving any right.

IX.

Order to Pay Civil Money Penalty

IT IS FURTHER ORDERED that:

96. Under § 1055(c) of the CFPA, 12 U.S.C. § 5565(c), by reason of the violations of law described in Section IV of this Consent Order, and taking into account the factors in 12 U.S.C. § 5565(c)(3), Respondent must pay a civil money penalty of \$2,500,000 to the Bureau.
97. Within 10 days of the Effective Date, Respondent must pay the civil money penalty by wire transfer to the Bureau or to the Bureau's agent in compliance with the Bureau's wiring instructions.
98. The civil money penalty paid under this Consent Order will be deposited in the Civil Penalty Fund of the Bureau as required by § 1017(d) of the CFPA, 12 U.S.C. § 5497(d).
99. Respondent, for all purposes, must treat the civil money penalty paid under this Consent Order as a penalty paid to the government. Regardless of how the Bureau ultimately uses those funds, Respondent may not:
 - a. Claim, assert, or apply for a tax deduction, tax credit, or any other tax benefit for any civil money penalty paid under this Consent Order; or
 - b. Seek or accept, directly or indirectly, reimbursement or indemnification from any source, including but not limited to payment made under any

insurance policy, with regard to any civil money penalty paid under this Consent Order.

100. To preserve the deterrent effect of the civil money penalty in any Related Consumer Action, Respondent may not argue that Respondent is entitled to, nor may Respondent benefit by, any offset or reduction of any compensatory monetary remedies imposed in the Related Consumer Action because of the civil money penalty paid in this action or because of any payment that the Bureau makes from the Civil Penalty Fund. If the court in any Related Consumer Action offsets or otherwise reduces the amount of compensatory monetary remedies imposed against Respondent based on the civil money penalty paid in this action or based on any payment that the Bureau makes from the Civil Penalty Fund, Respondent must, within 30 days after entry of a final order granting such offset or reduction, notify the Bureau, and pay the amount of the offset or reduction to the U.S. Treasury. Such a payment will not be considered an additional civil money penalty and will not change the amount of the civil money penalty imposed in this action.

X.

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

101. In the event of any default on Respondent's obligations to make payment under this Consent Order, interest, computed under 28 U.S.C. § 1961, as amended, will accrue on any outstanding amounts not paid from the date of default to the date of payment, and will immediately become due and payable.
102. Respondent must relinquish all dominion, control, and title to the funds paid to the fullest extent permitted by law and no part of the funds may be returned to Respondent.
103. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Bureau its taxpayer-identification numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
104. Within 30 days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Enforcement Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Respondent paid

or is required to pay to consumers and describe the consumers or classes of consumers to whom that redress has been or will be paid.

COMPLIANCE PROVISIONS

XI.

Reporting Requirements

IT IS FURTHER ORDERED that:

105. Respondent must notify the Bureau of any development that may affect compliance obligations arising under this Consent Order, including but not limited to a dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor company; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this Consent Order; the filing of any bankruptcy or insolvency proceeding by or against Respondent; or a change in Respondent's name or address. Respondent must provide this notice, if practicable, at least 30 days before the development, but in any case, no later than 14 days after the development.
106. Within 7 days of the Effective Date, Respondent must:
 - a. designate at least one telephone number and email, physical, and postal addresses as points of contact that the Bureau may use to communicate with Respondent;

- b. identify all businesses for which Respondent is the majority owner, or that Respondent directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses; and
 - c. describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
107. Respondent must report any change in the information required to be submitted under paragraph 106 above at least 30 days before the change or as soon as practicable after the learning about the change, whichever is sooner.
108. Within 90 days of the Effective Date, and again one year after the Effective Date, Respondent must submit to the Enforcement Director an accurate written compliance progress report (Compliance Report) that has been approved by the Board, sworn to under penalty of perjury, which, at a minimum:
- a. Lists each applicable paragraph and subparagraph of the Order and describes in detail the manner and form in which Respondent has complied with each such paragraph and subparagraph;
 - b. Describes in detail the manner and form in which Respondent has complied with the Redress Plan and Compliance Plan;

- c. Includes a report on Respondent's consumer complaint management program, including, at a minimum:
- i. The number of complaints received relating to allegedly unauthorized loans and related unauthorized transactions;
 - ii. The number of complaints of allegedly unauthorized loans resolved with evidence of authorization as specified in the Consent Order;
 - iii. The number of unauthorized loan complaints resolved by cancelling the loan because Respondent did not have proof of authorization or the consumer provided evidence indicating that the authorization was fraudulent;
 - iv. The number of unauthorized loan complaints where Respondent determined the consumer was liable but resolved the complaint with a goodwill gesture of cancelling the loan;
 - v. The mean and median number of days to resolve unauthorized loan complaints;
 - vi. The number of unauthorized loan complaints resulting in chargebacks for consumers because Respondent did not have proof of authorization or the consumer provided evidence indicating that the authorization was fraudulent;
 - vii. The aggregate amount of such chargebacks;

- viii. The number of unauthorized loan complaints resulting in refunds to consumers because Respondent did not have proof of authorization or the consumer provided information indicating that the authorization was fraudulent;
- ix. The number of unauthorized loan complaints where Respondent determined the consumer was liable but resolved the complaint with a goodwill gesture of refunding the consumer;
- x. The aggregate amount of refunds to consumers relating to unauthorized loan complaints because Respondent did not have proof of authorization or the consumer provided information that authorization was fraudulent;
- xi. The aggregate amount of refunds to consumers where Respondent determined the consumer was liable but resolved the complaint with a goodwill gesture of refunding the consumer;
- xii. The number of unauthorized loan complaints resulting in write-offs because Respondent did not have proof of authorization or the consumer provided information indicating that the authorization was fraudulent; and
- xiii. The aggregate amount of the write-offs on loans with unauthorized loan complaints because Respondent did not have proof of

authorization or the consumer provided information indicating that the authorization was fraudulent.

- d. Describe in detail the manner and form in which Respondent has complied with the Redress Plan and Compliance Plan; and
 - e. Attaches a copy of each Order Acknowledgment obtained under Section XII unless previously submitted to the Bureau.
109. In connection with Section V of this Consent Order, Respondent must obtain an initial and annual assessments (Assessments) from an independent third-party professional (Assessor) as set forth in the approved Compliance Plan. The reporting period for the Assessments must cover: (1) the period from the Effective Date to 180 days after the Bureau non-objects to the Compliance Plan; and (2) each 1-year period thereafter until termination of this Consent Order for the annual Assessment. Respondent must submit each Assessment to the Bureau within ten days after the Assessment has been completed.
110. Each Assessment must evaluate whether Respondent has effectively implemented and maintained the requirements set forth in paragraphs 71-76, and make recommendations to remediate or cure any ineffective implementation or maintenance of the requirements set forth in paragraphs 71-76.

111. No finding of any Assessment shall rely solely on assertions or attestations by Respondent's management. The Assessment shall be signed by the Assessor and shall state that the Assessor conducted an independent review and did not rely solely on assertions or attestations by Respondent's management.

XII.

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

112. Within 7 days of the Effective Date, Respondent must submit to the Enforcement Director an acknowledgment of receipt of this Consent Order, sworn under penalty of perjury.
113. Within 30 days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its board members and executive officers, as well as to any managers, employees, service providers, or other agents and representatives who have responsibilities related to the subject matter of the Consent Order.
114. For 5 years from the Effective Date, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section XI, any future board members and executive officers, as well as to any managers, employees, service providers, or other agents

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

115. Respondent must secure a signed and dated statement acknowledging receipt of a copy of this Consent Order, ensuring that any electronic signatures comply with the requirements of the E-Sign Act, 15 U.S.C. § 7001 *et seq.*, within 30 days of delivery, from all persons receiving a copy of this Consent Order under this Section.
116. Within 90 days of the Effective Date, Respondent must provide the Bureau with a list of all persons and their titles to whom this Consent Order was delivered through that date under paragraphs 113-114 and a copy of all signed and dated statements acknowledging receipt of this Consent Order under paragraph 115.

XIII.

Recordkeeping

IT IS FURTHER ORDERED that:

117. Respondent must create and retain the following business records:
 - a. all documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including all submissions to the Bureau;
 - b. all documents and records pertaining to the Redress Plan, described in

Section VIII above;

- c. copies of all sales scripts, training materials, advertisements, websites, and other marketing materials, including any such materials used by a third party on Respondent's behalf;
 - d. all consumer complaints and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those complaints or requests;
 - e. records showing, for each employee providing services related to Respondent's loans, that person's name, telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination; and
 - f. records showing, for each Merchant and any other service provider providing services related to the GreenSky Program loans, the name of a point of contact, and that person's telephone number, email, physical, and postal address, job title or position, dates of service, and, if applicable, the reason for termination.
118. Respondent must make the documents identified in paragraph 117 available to the Bureau upon the Bureau's request.

XIV.

Notices

IT IS FURTHER ORDERED that:

119. Unless otherwise directed in writing by the Bureau, Respondent must provide all submissions, requests, communications, or other documents relating to this Consent Order in writing, with the subject line, “*In re* GreenSky, LLC, File No. 2021-CFPB- 0004,” and send them by overnight courier or first-class mail to the below address and contemporaneously by email to Enforcement_Compliance@cfpb.gov:

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

XV.

Cooperation with the Bureau

IT IS FURTHER ORDERED that:

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

XVI.

Compliance Monitoring

IT IS FURTHER ORDERED that:

121. Within 14 days of receipt of a written request from the Bureau, Respondent must submit additional Compliance Reports or other requested information, which must be made under penalty of perjury; provide sworn testimony; or produce documents.
122. For purposes of this Section, the Bureau may communicate directly with Respondent, unless Respondent retains counsel related to these communications.
123. Respondent must permit Bureau representatives to interview any employee or other person affiliated with Respondent who has agreed to such an interview regarding: (a) this matter; (b) anything related to or associated with the conduct described in Section IV; or (c) compliance with the Consent Order. The person interviewed may have counsel present.
124. Nothing in this Consent Order will limit the Bureau's lawful use of civil investigative demands under 12 C.F.R. § 1080.6 or other compulsory process.

XVII.

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

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

ADMINISTRATIVE PROVISIONS

XVIII.

IT IS FURTHER ORDERED that:

127. The provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau from taking any other action against Respondent, except as described in paragraph 128. Further, for the avoidance of doubt, the provisions of this Consent Order do not bar, estop, or otherwise prevent any other person or governmental agency from taking any action against Respondent.

128. The Bureau releases and discharges Respondent from all potential liability for law violations that the Bureau has or might have asserted based on the practices described in Section IV of this Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. The Bureau may use the practices described in this Consent Order in future enforcement actions against Respondent and its affiliates, including, without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations or to calculate the amount of any penalty. This release does not preclude or affect any right of the Bureau to determine and ensure compliance with the Consent Order, or to seek penalties for any violations of the Consent Order.
129. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under § 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
130. This Consent Order will terminate 5 years from the Effective Date or 5 years from the most recent date that the Bureau initiates an action alleging any violation of the Consent Order by Respondent. If such action is dismissed or the relevant adjudicative body rules that Respondent did not violate any provision of the Consent Order, and the dismissal or ruling is either not

appealed or upheld on appeal, then the Consent Order will terminate as though the action had never been filed. The Consent Order will remain effective and enforceable until such time, except to the extent that any provisions of this Consent Order have been amended, suspended, waived, or terminated in writing by the Bureau or its designated agent.

131. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
132. Should Respondent seek to transfer or assign all or part of its operations that are subject to this Consent Order, Respondent must, as a condition of sale, obtain the written agreement of the transferee or assignee to comply with all applicable provisions of this Consent Order.
133. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under §1055(c) of the CFPA, 12 U.S.C. § 5565(c). In connection with any attempt by the Bureau to enforce this Consent Order in federal district court, the Bureau may serve Respondent wherever Respondent may be found, and Respondent may not contest that court's personal jurisdiction over Respondent.
134. This Consent Order and the accompanying Stipulation contain the complete agreement between the parties. The parties have made no promises,

representations, or warranties other than what is contained in this Consent Order and the accompanying Stipulation. This Consent Order and the accompanying Stipulation supersede any prior oral or written communications, discussions, or understandings.

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

IT IS SO ORDERED, this 12th day of July 2021.

David K. Uejio

David Uejio
Acting Director
Consumer Financial Protection Bureau