
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): July 14, 2015

AMERICAN HONDA FINANCE CORPORATION
(Exact Name of Registrant as Specified in Its Charter)

001-36111
(Commission
File Number)

California
(State or Other Jurisdiction
of Incorporation)

95-3472715
(I.R.S. Employer
Identification No.)

**20800 Madrona Avenue,
Torrance, California**
(Address of Principal Executive Offices)

90503
(Zip Code)

(310) 972-2288
(Registrant's Telephone Number, Including Area Code)

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 8.01 Other Events.

On July 14, 2015 (the “Effective Date”), American Honda Finance Corporation (the “Company”) reached a settlement with the Consumer Financial Protection Bureau (the “CFPB”) and the U.S. Department of Justice (the “DOJ” and, together with the CFPB, the “Agencies”) related to the Agencies’ previously disclosed investigation of, and allegations regarding, pricing practices by dealers originating retail installment sale contracts for automobiles purchased by AHFC and entered into a consent order with each of the Agencies to reflect such settlement (collectively, the “Consent Orders”).

Pursuant to the Consent Orders, the Company has agreed to implement a new dealer compensation policy within 120 days of the Effective Date or within thirty (30) days of obtaining any required non-objections of the CFPB and the DOJ. In connection with the implementation of such policy, the Company has agreed to maintain general compliance management systems reasonably designed to assure compliance with all relevant federal consumer financial laws. Additionally, the Company has agreed to pay \$24 million in consumer restitution and, pursuant to the Consent Order with the DOJ, the Company will submit to the DOJ a proposal for the distribution of a \$1 million donation by the Company for consumer financial education programs.

Copies of the Consent Orders are attached as Exhibits 99.1 and 99.2 and incorporated herein by reference. The description of the Consent Orders set forth above does not purport to be complete and is qualified by reference to the full text of the Consent Orders.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
99.1	Consent Order pursuant to the Consumer Financial Protection Act of 2010, dated July 14, 2015, between American Honda Finance Corporation and the U.S. Department of Justice.
99.2	Consent Order pursuant to the Consumer Financial Protection Act of 2010, dated July 14, 2015, between American Honda Finance Corporation and the Consumer Financial Protection Bureau, including the Stipulation and Consent to the Issuance of a Consent Order, dated July 13, 2015, by American Honda Finance Corporation.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AMERICAN HONDA FINANCE CORPORATION

Date: July 15, 2015

By: /s/ Paul C. Honda

Paul C. Honda

Vice President and Assistant Secretary

EXHIBIT INDEX

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,

v.

AMERICAN HONDA FINANCE CORPORATION,
Defendant.

CIVIL ACTION NO. CV 15-05264
NOTICE OF LODGING
CONSENT ORDER

Plaintiff United States of America hereby lodges the Consent Order.

LORETTA LYNCH
Attorney General

/s/

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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,
Plaintiff,
v.
AMERICAN HONDA FINANCE CORPORATION,
Defendant.

CIVIL ACTION NO. CV 15-05264
CONSENT ORDER

I. INTRODUCTION

This Consent Order is submitted jointly by the parties for the approval of and entry by the Court. The Consent Order resolves the claims of the United States, based on a joint investigation by the United States through the Civil Rights Division of the Department of Justice (“DOJ”) and the Consumer Financial Protection Bureau (“Bureau”), that American Honda Finance Corporation (“Honda”) allegedly engaged in a pattern or practice of conduct in violation of the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. §§ 1691-1691f, by permitting dealers to charge higher interest rates to consumer auto loan borrowers on the basis of race and national origin.

There has been no factual finding or adjudication with respect to any matter alleged by the United States. The parties have entered into this Consent Order to avoid the risks, expense, and burdens of litigation and to resolve voluntarily the claims in the United States’ Complaint of Honda’s alleged violation of ECOA.

II. BACKGROUND

Honda is the fourth largest captive auto finance company in the United States. Honda holds a 2.10 percent share of the overall auto loan market based on originations, making it the ninth largest auto lender overall.

On April 25, 2013, the DOJ and the Bureau initiated a joint investigation under ECOA of Honda’s pricing of automobile loans or retail installment contracts. In its Complaint, the United States alleges that between January 1, 2011 and the present, Honda engaged in a pattern or practice of discrimination on the basis of race and national origin in violation of ECOA based on permitting the interest rate “dealer markup”—the difference between Honda’s buy rate and the contract rate—paid by African-American, Hispanic, and Asian and/or Pacific Islander borrowers who received automobile loans funded by Honda.

The United States sets forth in its Complaint the allegations and claims of a pattern or practice of discrimination in violation of ECOA. Under the provisions of this

Consent Order, Honda agrees to implement policies and procedures designed to ensure that the dealer markup on automobile retail installment contracts is negotiated in a nondiscriminatory manner consistent with ECOA and the Compliance Plan. In addition, Honda will compensate certain African-American, Hispanic, and Asian and/or Pacific Islander borrowers.

III. HONDA'S STATEMENT

Honda asserts that throughout the period of time at issue in this proceeding and to the present, it has treated all of its customers fairly and without regard to impermissible factors such as race or national origin. Honda enters this settlement solely for the purpose of avoiding contested litigation with the Department of Justice, and instead to devote its resources to providing fair and industry-leading services to its customers.

The United States' allegations relate to amounts added to Honda's risk-based buy rate, referred to in this Consent Order as "dealer markup," which compensates auto dealers for originating automobile loans. Honda does not originate automobile loans; instead, it purchases loans originated by dealers. Honda does not determine the amount of, or receive economic benefit from, the dealer mark up.

Honda affirmatively asserts that it has treated all of its customers without regard to race or national origin, and that its business practices have promoted and achieved fairness across all customer groups. Furthermore, Honda has not been informed that the United States contends Honda or any of its employees engaged in any intentional discrimination or disparate treatment of minorities.

IV. DEFINITIONS

The following definitions apply to this Consent Order:

- a. "Affected Consumers" include African-American, Hispanic, or Asian and/or Pacific Islander consumers who entered into a non-subvented retail installment contract with Honda during the Relevant Period (as defined in paragraph i below).
- b. "Board" means Honda's duly-elected and acting Board of Directors.

c. "Compliance Committee" means Honda's Compliance Committee as it may be constituted, namely by the individuals holding the following titles: (1) Senior Vice President, Financial Services, (2) Assistant Vice President, Risk Compliance and Business Processes, (3) General Counsel, Honda North America, Inc., and (4) Deputy General Counsel, Honda North America, Inc. The Compliance Committee shall consist of four (4) members, at least one of whom shall be a member of the Board, and shall report directly to the Board. Within twenty (20) days of the Effective Date, the Board shall provide in writing to DOJ and the Fair Lending Director (as defined in paragraph g below) the name of each member of the Compliance Committee. In the event of any change of membership, the Board shall submit the name of any new member in writing to DOJ and the Fair Lending Director (as defined in paragraph g below).

d. "Dealer Discretion" means the entire range of dealer deviation from Honda's risk-based buy rate, whether exercised by increasing or decreasing the buy rate, such as by altering the interest rate or buying down the rate. "Dealer Discretion" does not include Honda's discretion to modify the buy rate. "Dealer Discretion" does not include a dealer's buying down of the buy rate with respect to all consumers to the extent such special offers are clearly advertised to all consumers.

e. "Effective Date" means the date on which the Consent Order is issued.

f. "Executive Officers" means collectively the senior management of American Honda Finance Corporation, including but not limited to its Principal Executive Officer(s), Principal Financial Officer(s), Principal Accounting Officer(s), Treasurer(s), President(s), Vice President(s), and Chief Compliance Officer(s).

g. "Fair Lending Director" means the Assistant Director of the Office of Fair Lending and Equal Opportunity for the Bureau, or his/her delegee.

h. "Related Consumer Action" means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Honda based on substantially the same facts as described in the Complaint.

- i. "Relevant Period" means the period from January 1, 2011 through July 14, 2015.
- j. "Defendant" means American Honda Finance Corporation, and its successors and assigns.

V. INJUNCTIVE RELIEF

1. Consistent with this Consent Order, Defendant and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, are enjoined from engaging in any act or practice that discriminates on the basis of race or national origin in any aspect of Dealer Discretion in the pricing of automobile loans in violation of ECOA, 15 U.S.C. § 1691(a)(1), and Regulation B, 12 C.F.R. Part 1002.

A. Dealer Compensation Policy

2. Honda shall implement a dealer compensation policy conforming with one (1) of the three (3) options detailed below, within one hundred twenty (120) days after the Effective Date or within thirty (30) days of obtaining any required non-objections of the DOJ and the Fair Lending Director. In the event the DOJ or the Fair Lending Director object to any proposed action by Honda, the DOJ and the Fair Lending Director shall direct Honda to make revisions and Honda shall make the revisions and resubmit the proposed action within thirty (30) days. Honda shall not implement any revised dealer compensation policy until obtaining all non-objections of the DOJ and the Fair Lending Director required by the chosen option.

Option One:

a. Honda will limit Dealer Discretion in setting the contract rate to one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months. Honda is not precluded from including in its compensation policies an additional nondiscretionary component of

dealer compensation consistent with applicable laws and subject to the non-objection of the DOJ and the Fair Lending Director. Honda may provide entirely nondiscretionary dealer compensation to some dealers (consistent with subparagraph j of Option Three, described below) while it provides discretionary compensation to other dealers consistent with Option One, so long as all loans purchased from a particular dealer are compensated using only one of the two compensation systems.¹

b. Honda will maintain general compliance management systems reasonably designed to assure compliance with all relevant federal consumer financial laws, including ECOA. With respect to monitoring Dealer Discretion for compliance with ECOA, Honda must, at a minimum:

- i. Send regular notices to all dealers explaining ECOA, stating Honda's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.
- ii. Monitor for compliance with Dealer Discretion limits.

c. Honda shall submit data on its non-subservent indirect auto lending portfolio to the DOJ and the Fair Lending Director, at their request, semiannually for analysis and monitoring. Honda shall submit data on its subservent indirect auto lending portfolio to the DOJ and the Fair Lending Director, at their request, semiannually for analysis and monitoring if Honda modifies its policies to permit Dealer Discretion on subservent loans.

¹ Consistent with the definition of "Dealer Discretion," Defendant is not precluded from maintaining policies to reduce its risk-based buy rate based on standard, non-discretionary factors (*e.g.*, pursuant to a customer loyalty program, based on the down payment, or based on the percentage of the purchase price financed). Any such modifications, or "standard modifiers," based on such policies must be documented and applied to all qualifying consumers. Dealers may retain the discretion to mark up the modified buy rate, subject to the caps set forth in subparagraph (a) of this Option. Similarly, Defendant is not precluded from maintaining policies to reduce its risk-based buy rate based on competitive offers (*e.g.*, a valid, dealer documented, competitive offer from another financing source) when it is necessary to retain the customer's transaction. Any such modifications, or "competitive modifiers," based on such policies shall (1) not result in reduction in the risk-based buy rate exceeding limits set forth in Honda's established policies and procedures; (2) eliminate Dealer Discretion in the transaction; and (3) be documented by identifying within Defendant's systems, the institution offering the competitive rate and the rate offered.

Option Two:

d. Honda will limit Dealer Discretion in setting the contract rate to one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months. Honda is not precluded from including in its compensation policies an additional nondiscretionary component of dealer compensation consistent with applicable laws and subject to the non-objection of the DOJ and the Fair Lending Director. Honda may provide entirely nondiscretionary dealer compensation to some dealers (consistent with subparagraph j of Option Three, described below) while it provides discretionary compensation to other dealers consistent with Option Two, so long as all loans purchased from a particular dealer are compensated using only one of the two compensation systems.

i. Honda shall establish a pre-set rate of dealer participation (i.e., additional interest above the risk-based buy rate) that Honda will require dealers to include in all credit offers that the dealer extends to customers (“Standard Dealer Participation Rate”), such that:

- A. The Standard Dealer Participation Rate cannot exceed one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months.
- B. Honda may allow dealers to include a single, set lower dealer participation rate than the Standard Dealer Participation Rate for particular loan types and/or channels or for all loans purchased from a particular dealership.
- C. Honda may allow dealers to include a lower dealer participation rate than the Standard Dealer Participation Rate based on a lawful exception pursuant to the fair lending policies and procedures as set forth below, and subject to the dealer’s agreement to abide by the policies and maintain required documentation.

ii. To the extent Honda allows exceptions to the Standard Dealer Participation Rate, to ensure consistency with the requirements of ECOA, Honda shall establish policies and procedures for those exceptions subject to the non-objection of the DOJ and the Fair Lending Director. The DOJ and the Bureau recommend that the policies and procedures for such exceptions include the following elements:

- A. Granting Exceptions: Policies and procedures that specifically define the circumstances when Honda allows downward departures from the Standard Dealer Participation Rate.
- B. Documenting Exceptions: Policies and procedures that require on a loan-by-loan basis, documentation appropriate for each specific exception that is, at a minimum, sufficient to effectively monitor compliance with the exceptions policies. Such documentation should be sufficient not only to explain the basis for granting any exception to the Standard Dealer Participation Rate, but also to provide details and/or documentation of the particular circumstances of the exception.
- C. Record Retention: Policies and procedures for documentation retention requirements that, at a minimum, comply with the requirements of Regulation B.

e. Honda will develop and maintain a compliance management system to monitor dealer compliance with setting contracts at the Standard Dealer Participation Rate and any exceptions thereto to ensure they comply with the conditions for exceptions to the Standard Dealer Participation Rate. This will include:

A. Training dealers on Honda's exceptions policies and procedures;

B. Regular monitoring of dealers' exceptions to the Standard Dealer Participation Rate, including documentation of those exceptions;

C. Periodic audits for compliance with all policies and procedures relevant to granting exceptions to the Standard Dealer Participation Rate and to test for and identify fair lending risk; and

D. Appropriate corrective action for a dealer's noncompliance with Honda's exceptions policies and procedures, culminating in the restriction or elimination of dealers' ability to exercise discretion in setting a consumer's contract rate or exclusion of dealers from future transactions with Honda.

f. Honda will maintain general compliance management systems reasonably designed to assure compliance with all relevant federal consumer financial laws, including ECOA. With respect to monitoring Dealer Discretion for compliance with ECOA, Honda, in addition to the monitoring set forth in paragraph (e)(iv) above, must, at a minimum:

i. Send regular notices to all dealers explaining ECOA, stating Honda's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.

ii. Monitor for compliance with Dealer Discretion limits.

g. Honda shall submit data on its non-subservent indirect auto lending portfolio to the DOJ and the Fair Lending Director, at their request, semiannually for analysis and monitoring. Honda shall submit data on its subservent indirect auto lending portfolio to the DOJ and the Fair Lending Director, at their request, semiannually for analysis and monitoring if Honda modifies its policies to permit Dealer Discretion on subservent loans.

Option Three:

h. Honda will maintain policies that do not allow dealers any discretion to set the contract rate subject to the non-objection of the DOJ and the Fair Lending Director.

i. Honda will maintain general compliance management systems reasonably designed to assure compliance with all relevant federal consumer financial laws, including ECOA. This will include Honda sending regular notices to all dealers explaining ECOA, stating Honda's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.

j. Honda will not have to review or remunerate for prohibited basis disparities in dealer markup resulting from Dealer Discretion in setting the contract rate, because there is no such discretion. Honda will not have to maintain a compliance management system to monitor dealer exceptions because dealers do not have such discretion.

VI. ROLE OF THE COMPLIANCE COMMITTEE

3. The Compliance Committee must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the DOJ and the Fair Lending Director.

4. Although this Consent Order requires Honda to submit certain documents for review or non-objection by the DOJ and the Fair Lending Director, the Board will have the ultimate responsibility for proper and sound oversight of Honda and for ensuring that Honda complies with Federal consumer financial law and this Consent Order.

5. In each instance in this Consent Order that requires the Compliance Committee to ensure adherence to, or perform certain obligations of Honda, the Compliance Committee must:

a. Authorize and adopt whatever actions are necessary for Honda to fully comply with this Consent Order;

- b. Require timely reporting by management to the Board on the status of compliance obligations; and
- c. Require timely and appropriate corrective action to remedy any failure to comply with Board directives related to this Section.

VII. MONETARY PROVISIONS

A. Settlement Fund

6. Within thirty (30) days of the Effective Date, Honda shall deposit into an interest-bearing escrow account twenty-four million dollars (\$24,000,000.00), for the purpose of providing redress to Affected Consumers who were overcharged as required by this Section. This will constitute the Settlement Fund. Honda shall provide written verification of the deposit to the DOJ and the Bureau within five (5) business days of depositing the funds described in this paragraph. Any interest that accrues will become part of the Settlement Fund and will be utilized and disposed of as set forth herein. Any taxes, costs, or other fees incurred by the Settlement Fund shall be paid by Honda.

7. Within sixty (60) days of the Effective Date, Honda shall create a plan (“Redress Plan”) to provide for the administration of consumer remuneration by American Honda Motor (“Administrator”). Pursuant to the Redress Plan, the Administrator shall conduct the activities set forth in paragraphs 9 through 17. The terms of the Redress Plan shall be subject to the non-objection of the DOJ and the Fair Lending Director. Honda shall bear all costs and expenses of implementing the Redress Plan. The Redress Plan shall require the Administrator to comply with the provisions of this Consent Order as applicable to the Administrator. The Redress Plan shall require the Administrator to work cooperatively with Honda, the DOJ, and the Bureau in the conduct of its activities, including reporting regularly to and providing all reasonably requested information to the DOJ and the Fair Lending Director. The Redress Plan shall require the Administrator to comply with all confidentiality and privacy restrictions applicable to the party who supplied the information and data to the Administrator.

8. In the event that the DOJ or the Fair Lending Director have reason to believe that the Administrator is not materially complying with the terms of the Redress Plan, they shall provide written notice to Respondent detailing the noncompliance. Within fourteen (14) days, Honda shall present for review and determination of non-objection a course of action to effectuate the Administrator's material compliance with the Redress Plan. The DOJ and the Fair Lending Director shall make a determination of non-objection to the course of action or direct Honda to revise it. In the event that the DOJ and the Fair Lending Director direct revisions, Honda shall make the revisions and resubmit the course of action to the DOJ and the Fair Lending Director within thirty (30) days. Upon notification that the DOJ and the Fair Lending Director have made a determination of non-objection, Honda shall implement the course of action.

9. The Redress Plan shall require the Administrator, as part of its operations, to establish cost-free means for Affected Consumers to contact it, including an email address, a website, a toll-free telephone number, and means for persons with disabilities to communicate effectively. The Redress Plan shall require the Administrator to make all reasonable efforts to provide effective translation services to Affected Consumers, including but not limited to providing live English and foreign-language-speaking operators to speak to Affected Consumers who call the toll-free telephone number and request a live operator, and providing foreign language interpretations and translations for communications with Affected Consumers.

10. The DOJ and the Fair Lending Director shall request from Honda information and data the DOJ and the Fair Lending Director reasonably believe will assist in identifying Affected Consumers and determining any monetary and other damages, including but not limited to a database of all non-subservanted retail installment contracts booked by Honda during the Relevant Period and all data variables the Bureau obtained during its investigation. Within ninety (90) days of the Effective Date, Honda shall supply the requested information and data.

11. The DOJ and the Fair Lending Director shall jointly provide to the Administrator and Honda a list of retail installment contracts with consumers that the DOJ and the Fair Lending Director have determined are eligible to receive monetary relief pursuant to this Consent Order after receipt of all the information and data they requested pursuant to paragraph 10. The total amount of the Settlement Fund shall not be altered based on the number of listed retail installment contracts.

12. Within thirty (30) days after the date the DOJ and the Fair Lending Director provide the list of retail installment contracts referenced in paragraph 11, Honda will provide to the DOJ, the Fair Lending Director, and the Administrator the name, most recent mailing address in its servicing records, Social Security number, and other information as requested for the primary borrower and each co-borrower (if any) on each listed retail installment contract ("Identified Borrowers"). Such information and data shall be used by the DOJ, the Bureau, and the Administrator only for the law enforcement purposes of implementing the Consent Order. The total amount of the Settlement Fund shall not be altered based on the number of Identified Borrowers.

13. After receipt of all the information required to be provided by paragraph 12, the DOJ and the Fair Lending Director shall provide Honda and the Administrator with the initial estimate of the amount each Identified Borrower will receive from the Settlement Fund. No individual, agency, or entity may request that any court, the DOJ, the Bureau, Honda, or the Administrator review the selection of Identified Borrowers or the amount to be received. The total amount of the Settlement Fund shall not be altered based on the amounts that Identified Borrowers receive.

14. The Redress Plan shall require the Administrator to adopt effective methods, as requested by the DOJ and the Fair Lending Director, to confirm the identities and eligibility of Identified Borrowers and provide to the DOJ and the Fair

Lending Director a list of Identified Borrowers whose identities and eligibility have been confirmed (“Confirmed Borrowers”) within two hundred and seventy (270) days from the date the DOJ and the Fair Lending Director provide the information described in paragraph 13.

15. Within sixty (60) days after the date the Administrator provides to the DOJ and the Fair Lending Director the list of Confirmed Borrowers, the DOJ and the Fair Lending Director shall provide to the Administrator a list containing the final payment amount for each Confirmed Borrower. The total amount of the Settlement Fund shall not be altered based on the number of Confirmed Borrowers or the amounts they receive. No individual, agency, or entity may request that any court, the DOJ, the Bureau, Honda, or the Administrator review the final payment amounts.

16. The Redress Plan shall require the Administrator to deliver payment to each Confirmed Borrower in the amount determined by the DOJ and the Fair Lending Director as described in paragraph 15 within forty-five (45) days. The Redress Plan shall also require the Administrator to further conduct a reasonable search for a current address and redeliver any payment that is returned to the Administrator as undeliverable, or not deposited within six (6) months.

17. The Redress Plan shall require the Administrator to maintain the cost-free means for consumers to contact it described in paragraph 9 and finalize distribution of the final payments described in paragraphs 15 and 16 within twelve (12) months from the date the DOJ and the Fair Lending Director provide the list of final payment amounts to the Administrator in accordance with paragraph 15. Confirmed Borrowers shall have until that date to request reissuance of payments that have not been deposited.

18. The details regarding administration of the Settlement Fund set forth in paragraphs 7 through 17 can be modified by agreement of the DOJ, the Fair Lending Director, and Honda. Payments from the Settlement Fund to Confirmed Borrowers collectively shall not exceed the amount of the Settlement Fund, including accrued interest.

19. Honda will not be entitled to a set-off, or any other reduction, of the amount of final payments to Confirmed Borrowers because of any debts owed by the Confirmed Borrowers. Honda also will not refuse to make a payment based on a release of legal claims or account modification previously signed by any Confirmed Borrowers.

20. All money in the Settlement Fund not distributed to Confirmed Borrowers shall be distributed by the Administrator to one or more organizations that provide services, including credit counseling, financial literacy, and other related programs, targeted to African-American, Hispanic, or Asian and/or Pacific Islander borrowers ("Qualified Organization"). Before selecting the Qualified Organization(s), Honda will (1) obtain proposals from the Organization(s) on how the funds will be used consistent with the above-stated purpose, and (2) submit selected proposals from the Organization(s), and the proposed amount of funds each Organization would receive, to the DOJ and the Bureau within thirty (30) days of the date that the Administrator completes the delivery of the payments under paragraph 16. The DOJ shall consult with the Bureau in providing its non-objection to Honda's proposal and shall respond to Honda's proposal within thirty (30) days of the submission. Honda and the DOJ, in consultation with the Bureau, may request modification of an Organization's proposal before approving the Organization(s). Qualified Organization(s) must not be affiliated with Honda, Honda's parent, or any affiliated entity of Honda's parent.

21. The parties shall obtain the Court's approval of the selection of the Qualified Organization(s) and the amount to be distributed to each Qualified Organization prior to distribution as provided by paragraph 20. Within fifteen (15) days after the DOJ's non-objection to the Qualified Organization(s), the parties shall move the Court to authorize the distribution of the funds. The parties shall provide the Court with information regarding how the Qualified Organization(s) meet the requirements set forth in paragraph 20.

22. Within one year after the funds are distributed and every year thereafter until the funds are exhausted, Honda shall require each Qualified Organization to submit to Honda a report detailing that funds are utilized for the purposes identified in paragraph 21. Honda shall submit those reports to the DOJ and the Bureau within thirty (30) days of receiving them. For any Qualified Organization that does not provide such a report, Honda shall require that the funds be returned to the Administrator for redistribution to the other Organization(s) approved to receive funds.

B. Additional Monetary Provisions

23. Within thirty (30) days of the Effective Date, Honda shall submit to the DOJ a proposal for the distribution of one million dollars (\$1,000,000.00) toward the administration and operation of a consumer financial education program or programs. Each program proposed shall have a nexus to the violations identified in this Consent Order in that it will be designed to benefit African-American, Hispanic, and Asian and/or Pacific Islander populations and be addressed to consumer auto finance. Honda's proposal, including selection of provider(s) and the anticipated program content, shall be subject to the review and non-objection of the DOJ. The parties shall obtain the Court's approval prior to distribution.

24. In the event of any default on Honda'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.

25. Honda 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 Honda.

26. Under 31 U.S.C. § 7701, Honda, unless it already has done so, must furnish to the DOJ and the Fair Lending Director its taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.

27. Within thirty (30) days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Honda must notify the DOJ and the Fair Lending Director of the final judgment, consent order, or settlement in writing. That notification must indicate the amount of redress, if any, that Honda 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.

VIII. ADMINISTRATIVE PROVISIONS

A. Reporting Requirements

28. Honda must notify the DOJ and 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 Honda; or a change in Honda's name or address. Honda must provide this notice as soon as practicable after the learning about the development, but in any case at least 30 days before the development is finalized.

29. Within ten (10) business days of the Effective Date, Honda must:

a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the DOJ and the Bureau may use to communicate with Honda;

b. Identify all businesses for which Honda is the majority owner, or that Honda directly or indirectly controls, by all of their names, telephone numbers, and physical, postal, email, and Internet addresses;

c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.

d. Honda must report any change in the information required to be submitted under this Section (paragraphs 28 to 30) as soon as practicable, but in any case at least thirty (30) days before the change.

30. Within one hundred and eighty (180) days of the Effective Date, and every one hundred and eighty (180) days thereafter until the termination of this Consent Order, Respondent must submit to the DOJ and the Fair Lending Director an accurate written Compliance Progress Report, which has been approved by the Board. Each Report shall provide a complete account of Respondent's actions to comply with each requirement of the Consent Order during the previous six (6) months, an objective assessment of the extent to which each quantifiable obligation was met, an explanation of why any particular component fell short of meeting its goal for the previous six (6) months, and any recommendation for additional actions to achieve the goals of the Consent Order.

B. Order Distribution and Acknowledgment

31. Within thirty (30) days of the Effective Date, Honda must deliver a copy of this Consent Order to each of its Board members and Executive Officers.

32. Until the termination of this Consent Order, Honda must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section A and any future Board Members and Executive Officers before they assume their responsibilities.

33. Honda 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 thirty (30) days of delivery, from all persons receiving a copy of this Consent Order pursuant to this Section.

C. Recordkeeping

34. Honda must create and/or retain for at least five (5) years from the Effective Date the following business records:

a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including but not limited to, reports submitted to the DOJ and the Fair Lending Director and all documents and records pertaining to redress, as set forth in Section VI above;

b. All documents and records pertaining to the Redress Plan, described in Section VII above; and

c. All written consumer complaints related to Honda's retail installment contracts alleging discrimination by Honda (whether received directly or indirectly, such as through a third party), and any responses to those written complaints or requests.

35. All business records created or retained pursuant to this Section shall be retained at least until the termination of this Consent Order, and shall be made available upon the DOJ's or the Fair Lending Director's request to DOJ representatives or Bureau representatives, respectively, within sixty (60) days of a request.

D. Modifications to Non-Material Requirements

36. Honda 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 DOJ and the Fair Lending Director.

37. The DOJ may, in its discretion, modify any non-material requirements of this Consent Order (*e.g.*, reasonable extensions of time and changes to reporting requirements) if the DOJ determines good cause justifies the modification. Any such modification by the DOJ must be in writing.

E. Notices

38. Unless otherwise directed in writing by a DOJ or a Bureau representative, all submissions, requests, communications, consents, or other documents relating to this Consent Order shall be in writing and sent as follows:

To the DOJ:

Chief

Housing and Civil Enforcement Section

Civil Rights Division

U.S. Department of Justice

1800 G Street NW, Suite 7002

Washington, DC 20006

Attn: DJ 188-12C-45, *United States v. American Honda Finance Corporation*

By contemporaneous email to marta.campos@usdoj.gov

To the Fair Lending Director:

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

Fair Lending Director

Consumer Financial Protection Bureau

ATTENTION: Jane Peterson

1625 Eye Street, N.W.

Washington, DC 20006

The subject line shall begin:

In re American Honda Finance Corporation, dated July 14, 2015; or

By first-class mail to the below address and contemporaneously by email to Jane.Peterson@cfpb.gov

Fair Lending Director
Consumer Financial Protection Bureau
ATTENTION: Jane Peterson
1700 G Street, N.W.
Washington, DC 20552

The subject line shall begin:

In re American Honda Finance Corporation, dated July 14, 2015

To Defendant:

Kirk D. Jensen
Partner
BuckleySandler LLP
1250 24th Street, N.W.
Washington, DC 20037
Tel.: (202)349-8000
Fax: (202)349-8080
kjensen@buckleysandler.com

John C. Redding
Partner
BuckleySandler LLP
100 Wilshire Blvd., Ste. 1000

Santa Monica, CA 90401

Tel.: (310) 424-3916

Fax: (310) 424-3961

jredding@buckleysandler.com

F. Other Provisions

39. Except as provided in paragraph 40, the provisions of this Consent Order do not bar, estop, or otherwise prevent the DOJ, or any other governmental agency, from taking any other action against Honda.

40. The DOJ releases and discharges Honda from all potential liability for all ECOA claims of the United States Attorney General for discriminating on the basis of race or national origin that have been or might have been asserted by the United States Attorney General based on the practices described in the Complaint, to the extent such practices occurred prior to the Effective Date, and are known to the DOJ as of the Effective Date. Notwithstanding the foregoing, the practices alleged in the Complaint may be utilized by the DOJ in future enforcement actions against Honda and its affiliates, including without limitation, to establish a pattern or practice of violations or the continuation of a pattern or practice of violations. This release shall not preclude or affect any right of the DOJ to determine and ensure compliance with the terms and provisions of this Consent Order, or to seek penalties for any violations thereof.

41. Honda may request to modify the compliance management program required by this Consent Order (as described in the Options set forth in Section VII) when the modification is based upon a change in circumstances that has arisen during the pendency of this Consent Order, including but not limited to any amendment to the statutory or regulatory regime applicable to dealer markup and compensation policies, or the adoption of a materially different dealer compensation policy by lenders comprising a majority of the auto loan market. Any such request to modify the compliance plan is

subject to the DOJ's and the Fair Lending Director's review and determination that the modified compliance management program eliminates or substantially reduces Dealer Discretion, and determination of non-objection.

42. This Consent Order will terminate five (5) years from the Effective Date. 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 DOJ. The DOJ will not pursue any potential violations of ECOA against, or seek consumer remuneration from, Honda for conduct undertaken with respect to Dealer Discretion that is both pursuant to and consistent with this Consent Order during the term of the Consent Order.

43. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.

44. This Consent Order is enforceable only by the parties. No person or entity is intended to be a third party beneficiary of the provisions of this Consent Order for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert a claim or right as a beneficiary or protected class under this Consent Order.

45. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.

46. The DOJ and Honda agree that, as of the Effective Date, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that the DOJ or Honda previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described above, it is no longer required to maintain such litigation hold. Nothing in this paragraph relieves the DOJ or Defendant of any other obligations imposed by this Consent Order.

47. To the extent that a specific action by Honda is required both by this Consent Order and any Consent Order issued by the Bureau in the administrative

proceeding styled *In the Matter of American Honda Finance Corporation*, filed on or about July 14, 2015, action by Honda that satisfies a requirement under any such consent order will satisfy that same requirement under this Consent Order.

48. The Court shall retain jurisdiction for the duration of this Consent Order to enforce its terms, after which time the case shall be dismissed with prejudice.

SO ORDERED, this day of , .

UNITED STATES DISTRICT JUDGE

The undersigned hereby apply for and consent to the entry of the Order:

For the United States:

/s/ Eileen M. Decker

EILEEN M. DECKER
United States Attorney
Central District of California
LEON W. WEIDMAN
Assistant United States Attorney
Chief, Civil Division

/s/ Robyn Marie Monteleone

ROBYN MARIE MONTELEONE
Assistant United States Attorney
Assistant Division Chief
Civil Rights Unit Chief, Civil Division
Central District of California

LORETTA LYNCH
Attorney General

VANITA GUPTA
Principal Deputy Assistant Attorney
General Civil Rights Division

/s/ Steven H. Rosenbaum

STEVEN H. ROSENBAUM
Chief
Civil Rights Division
Housing and Civil Enforcement Section

/s/ Jon M. Seward

JON M. SEWARD
Deputy Chief

/s/ Marta Campos

MARTA CAMPOS
LUCY CARLSON
Trial Attorneys
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Washington, DC 20530
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Fax: (202) 514-1116
marta.campos@usdoj.gov

For Defendant American Honda Finance Corporation:

/s/ Kirk D. Jensen

KIRK D. JENSEN

Partner

BuckleySandler LLP

1250 24th Street, N.W.

Washington, DC 20037

Tel.: (202) 349-8000

Fax: (202) 349-8080

kjensen@buckleysandler.com

JOHN C. REDDING

Partner

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Santa Monica, CA 90401

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jredding@buckleysandler.com

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

ADMINISTRATIVE PROCEEDING
File No. 2015-CFPB- 0014

In the Matter of:

AMERICAN HONDA FINANCE CORPORATION

CONSENT ORDER

The Consumer Financial Protection Bureau (Bureau) conducted a joint investigation with the Civil Rights Division of the Department of Justice (DOJ) of the indirect auto lending activities of American Honda Finance Corporation (Respondent, as defined below) and Respondent's compliance with the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §§ 1691-1691f, and its implementing regulation, Regulation B, 12 C.F.R. pt. 1002. As the Bureau states below and the DOJ alleges, Respondent violated the ECOA and Regulation B by permitting dealers to charge higher interest rates to consumer auto loan borrowers on the basis of race and national origin. The Bureau hereby issues, pursuant to sections 1053 and 1055 of the Consumer Financial Protection Act of 2010 (CFPA), 12 U.S.C. §§ 5563, 5565, this Consent Order (Consent Order) in coordination with the DOJ.

I

Jurisdiction

1. The Bureau has jurisdiction to enforce the ECOA pursuant to the CFPA, 12 U.S.C. §§ 5481(12)(D), (14), 5563, 5565 and the ECOA, 15 U.S.C. § 1691c(a)(9).

II

Stipulation

2. Respondent has executed a “Stipulation and Consent to the Issuance of a Consent Order,” dated July 13, 2015 (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 sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563 and 5565. 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” include African-American, Hispanic, or Asian and/or Pacific Islander consumers who entered into a non-subservent retail installment contract with Respondent during the Relevant Period (as defined in paragraph 3(i), below).
 - b. “Board” means Respondent’s duly-elected and acting Board of Directors.
 - c. “Compliance Committee” means Respondent’s Compliance Committee as it may be constituted, namely by the individuals holding the following titles: (1) Senior Vice President, Financial Services, (2) Assistant Vice President, Risk Compliance and Business Processes, (3) General Counsel, Honda North America, Inc., and (4) Deputy

General Counsel, Honda North America, Inc. The Compliance Committee shall consist of four (4) members, at least one of whom shall be a member of the Board, and shall report directly to the Board. Within twenty (20) days of the Effective Date, the Board shall provide in writing to the Fair Lending Director (as defined in paragraph 3(g) below) and the DOJ the name of each member of the Compliance Committee. In the event of any change of membership, the Board shall submit the name of any new member in writing to the Fair Lending Director (as defined in paragraph 3(g) below) and the DOJ.

- d. “Dealer Discretion” means the entire range of dealer deviation from Respondent’s risk-based buy rate, whether exercised by increasing or decreasing the buy rate, such as by altering the interest rate or buying down the rate. “Dealer Discretion” does not include Respondent’s discretion to modify the buy rate. “Dealer Discretion” does not include a dealer’s buying down of the buy rate with respect to all consumers to the extent such special offers are clearly advertised to all consumers.
- e. “Effective Date” means the date on which the Consent Order is issued.
- f. “Executive Officers” means collectively the senior management of American Honda Finance Corporation, including but not limited to its Principal Executive Officer(s), Principal Financial Officer(s), Principal Accounting Officer(s), Treasurer(s), President(s), Vice President(s), and Chief Compliance Officer(s).
- g. “Fair Lending Director” means the Assistant Director of the Office of Fair Lending and Equal Opportunity for the Bureau, or his/her delegee.
- h. “Related Consumer Action” means a private action by or on behalf of one or more consumers or an enforcement action by another governmental agency brought against Respondent based on substantially the same facts as described in Section IV of this Consent Order.

- i. “Relevant Period” means the period from January 1, 2011 through July 14, 2015.
- j. “Respondent” means American Honda Finance Corporation and its successors and assigns.

IV

Bureau Findings and Conclusions

The Bureau finds the following:

- 4. Respondent is a captive auto finance company and wholly-owned subsidiary of American Honda Motor Co., Inc. (American Honda Motor). Respondent is incorporated in the state of California with its principal place of business in Torrance, California.
- 5. Respondent is a “covered person” as that term is defined by 12 U.S.C. § 5481(6).
- 6. As of the first quarter of 2015, Respondent was the fourth largest captive auto finance company in the United States. Respondent held a 2.10 percent share of the overall auto loan market based on originations, making it the 9th largest auto lender overall.
- 7. Respondent finances or purchases both subvented and non-subvented auto loans. Subvented auto loans are loans for which an auto manufacturer, such as American Honda Motor, reduces the price of the loan through a subsidy, reduced interest rate, or other means. During 2011 through 2013, approximately 65% of Respondent’s auto loans were subvented.
- 8. The Bureau and the DOJ initiated a joint investigation of Respondent’s pricing of automobile loans or retail installment contracts.
- 9. Each loan application submitted by a dealer is required to comply with the policies, conditions, and requirements that Respondent sets for dealers.
- 10. Automobile dealers submit applications to Respondent on behalf of consumers. To determine whether it will fund a loan, and on what terms, Respondent conducts an underwriting process on each loan application submitted by its dealers on behalf of a

consumer. For those applications that Respondent approves, Respondent sets a specified “buy rate.” Respondent determines the buy rate using a proprietary underwriting and pricing model that takes into account individual borrowers’ creditworthiness and other objective criteria related to borrower risk. Respondent then communicates that buy rate to the dealer that submitted the application to Respondent. Respondent’s buy rate reflects the minimum interest rate, absent additional discounts or reductions, at which Respondent will finance or purchase a retail installment contract from a dealer.

11. With respect to non-subservent retail installment contracts, Respondent maintains a specific policy and practice that provides dealers discretion to mark up a consumer’s interest rate above Respondent’s established risk-based buy rate. The difference between the buy rate and the consumer’s interest rate on the retail installment contract (contract rate) is known as the “dealer markup.” Respondent compensates dealers from the increased interest revenue to be derived from the dealer markup. Respondent does not allow dealers to mark up subservent retail installment contracts.
12. During the Relevant Period, Respondent limited the dealer markup to 225 basis points for contracts with terms of sixty (60) monthly payments or less, and to 200 basis points for contracts with terms of greater than sixty (60) monthly payments.
13. Respondent regularly participates in the decision to extend credit by taking responsibility for underwriting, setting the terms of credit by establishing the risk-based buy rate on each application, and communicating those terms to automobile dealers. Respondent influences the credit decision by indicating to automobile dealers whether or not Respondent will purchase retail installment contracts on the terms specified by Respondent.
14. Respondent is a creditor within the meaning of the ECOA, 15 U.S.C. § 1691a(e), and Regulation B, 12 C.F.R. § 1002.2(l).

15. The Bureau and the DOJ analyzed the dealer markup of the non-subservent retail installment contracts that Respondent purchased between January 1, 2011 and December 31, 2013. During the time period covered by the analyses, Respondent purchased hundreds of thousands of non-subservent retail installment contracts, and the Bureau and the DOJ determined that thousands of retail installment contracts that Respondent purchased had African-American, Hispanic, or Asian and/or Pacific Islander borrowers.
16. The retail installment contracts analyzed by the Bureau and the DOJ did not contain information on the race or national origin of borrowers. To evaluate any differences in dealer markup, the Bureau and the DOJ assigned race and national origin probabilities to applicants. The Bureau and the DOJ employed a proxy methodology that combines geography-based and name-based probabilities, based on public data published by the United States Census Bureau, to form a joint probability using the Bayesian Improved Surname Geocoding (BISG) method.¹ The joint race and national origin probabilities obtained through the BISG method were then used directly in the Bureau's and DOJ's models to estimate any disparities in dealer markup on the basis of race or national origin.
17. The Bureau's and the DOJ's markup analyses focused on the interest rate difference between each borrower's contract rate and each borrower's buy rate set by Respondent. Respondent considers individual borrowers' creditworthiness and other objective criteria related to borrower risk in setting the buy rate as explained in paragraph 10. The dealer markups charged by Respondent to consumers are based on dealer discretion and are separate from, and not controlled by, the adjustments for creditworthiness and other objective criteria related to borrower risk that are already reflected in the buy rate.

¹ See *Using Publicly Available Information to Proxy for Unidentified Race and Ethnicity: A Methodology and Assessment* (Sept. 17, 2014), available at <http://www.consumerfinance.gov/reports/using-publicly-available-information-to-proxy-for-unidentified-race-andethnicity/>.

Respondent's markup policy did not include consideration of these factors. Because the analysis focused on only the difference between each borrower's contract rate and buy rate, it did not make additional adjustments for creditworthiness or other objective criteria related to borrower risk.

18. During the time period covered by the analyses, on average, African-American borrowers were charged approximately thirty-six (36) basis points more in dealer markup than similarly-situated non-Hispanic whites for non-subvented retail installment contracts. These disparities are statistically significant,² and these differences are based on race and not based on creditworthiness or other objective criteria related to borrower risk. These disparities mean that thousands of African-American borrowers paid higher markups than the average non-Hispanic white markup and were obligated to pay, on average, over \$250 more each in interest than similarly-situated non-Hispanic white borrowers assuming they held their loans for the full term of the contract.
19. During the time period covered by the analyses, on average, Hispanic borrowers were charged approximately twenty-eight (28) basis points more in dealer markup than similarly-situated non-Hispanic whites for non-subvented retail installment contracts. These disparities are statistically significant, and these differences are based on national origin and not based on creditworthiness or other objective criteria related to borrower risk. These disparities mean that thousands of Hispanic borrowers paid higher markups than the average non-Hispanic white markup and were obligated to pay, on average, approximately \$200 more each in interest than similarly-situated non-Hispanic white borrowers assuming they held their loans for the full term of the contract.

² Statistical significance is a measure of probability that an observed outcome would not have occurred by chance. As used in this Consent Order, an outcome is statistically significant if the probability that it could have occurred by chance is less than 5%.

20. During the time period covered by the analyses, on average, Asian and/or Pacific Islander borrowers were charged approximately twenty-five (25) basis points more in dealer markup than similarly-situated non-Hispanic whites for non-subserviced retail installment contracts. These disparities are statistically significant, and these differences are based on race and/or national origin and not based on creditworthiness or other objective criteria related to borrower risk. These disparities mean that thousands of Asian and/or Pacific Islander borrowers paid higher markups than the average non-Hispanic white markup and were obligated to pay, on average, over \$150 more each in interest than similarly-situated non-Hispanic white borrowers assuming they held their loans for the full term of the contract.
21. The higher markups that Respondent charged to African-American, Hispanic, and Asian and/or Pacific Islander borrowers are a result of Respondent's specific policy and practice of allowing dealers to mark up a consumer's interest rate above Respondent's established buy rate and then compensating dealers from that increased interest revenue.
22. Respondent's specific policy and practice of allowing dealers to mark up a consumer's interest rate above Respondent's established buy rate and then compensating dealers from that increased interest revenue continued throughout the entire Relevant Period.
23. During the Relevant Period, Respondent did not monitor whether discrimination on a prohibited basis occurred through the charging of markups across its portfolio of retail installment contracts and did not employ adequate controls to prevent discrimination.
24. Respondent's specific policy and practice of allowing dealers to mark up a consumer's contract rate above Respondent's established buy rate and then compensating dealers from that increased interest revenue without adequate controls and monitoring is not justified by legitimate business need and constitutes discrimination against applicants with respect to credit transactions on the basis of race and national origin in violation of the ECOA, 15 U.S.C. § 1691(a)(1), and Regulation B, 12 C.F.R. §§ 1002.4(a), 1002.6(a), 1002.6(b)(9).

ORDER

V

Conduct Provisions

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

25. Respondent and its officers, agents, servants, employees, and attorneys who have actual notice of this Consent Order, whether acting directly or indirectly, may not violate section 701 of the ECOA, 15 U.S.C. § 1691(a)(1), and Regulation B, 12 C.F.R. pt. 1002, by engaging in any act or practice that discriminates on the basis of race or national origin in any aspect of Dealer Discretion in the pricing of automobile loans.

VI

Remedial Action

IT IS FURTHER ORDERED that:

26. Respondent shall implement a dealer compensation policy conforming with one (1) of the three (3) options detailed below, within one hundred twenty (120) days after the Effective Date or within thirty days of obtaining any required non-objections of the Fair Lending Director and the DOJ. In the event the Fair Lending Director or DOJ object to any proposed action by Respondent, the Fair Lending Director and the DOJ shall direct Respondent to make revisions and Respondent shall make the revisions and resubmit the proposed action within thirty (30) days. Respondent shall not implement any revised dealer compensation policy until obtaining all non-objections of the Fair Lending Director and DOJ required by the chosen option.

Option One:

- a. Respondent will limit Dealer Discretion in setting the contract rate to one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months. Respondent is not precluded from including in its compensation policies an additional nondiscretionary component of dealer compensation consistent with applicable laws and subject to the non-objection of the Fair Lending Director and the DOJ. Respondent may provide entirely nondiscretionary dealer compensation to some dealers (consistent with subparagraph h of Option Three, ¶ 26(h), described below) while it provides discretionary compensation to other dealers consistent with Option One, so long as all loans purchased from a particular dealer are compensated using only one of the two compensation systems.³
- b. Respondent will maintain general compliance management systems reasonably designed to assure compliance with all relevant Federal consumer financial laws, including the ECOA. With respect to monitoring Dealer Discretion for compliance with the ECOA, Respondent must, at a minimum:
 - i. Send regular notices to all dealers explaining the ECOA, stating Respondent's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.
 - ii. Monitor for compliance with Dealer Discretion limits.
- c. Respondent shall submit data on its non-subvented indirect auto lending portfolio to the Fair Lending Director and the DOJ, at their request, semiannually for analysis and monitoring. Respondent shall submit data on its subvented indirect auto lending portfolio to the Fair Lending Director and the DOJ, at their request, semiannually for analysis and monitoring if Respondent modifies its policies to permit Dealer Discretion on subvented loans.

³ Consistent with the definition of "Dealer Discretion," Respondent is not precluded from maintaining policies to reduce its risk-based buy rate based on standard, non-discretionary factors (*e.g.*, pursuant to a customer loyalty program, based on the down payment, or based on the percentage of the purchase price financed). Any such modifications, or "standard modifiers," based on such policies must be documented and applied to all qualifying consumers. Dealers may retain the discretion to mark up the modified buy rate, subject to the caps set forth in subparagraph (a) of this Option, ¶ 26(a). Similarly, Respondent is not precluded from maintaining policies to reduce its risk-based buy rate based on competitive offers (*e.g.*, a valid, dealer documented, competitive offer from another financing source) when it is necessary to retain the customer's transaction. Any such modifications, or "competitive modifiers," based on such policies shall (1) not result in a reduction in the risk-based buy rate exceeding limits set forth in Respondent's established policies and procedures; (2) eliminate Dealer Discretion in the transaction; and (3) be documented by identifying within Respondent's systems, the institution offering the competitive rate and the rate offered.

Option Two:

- d. Respondent will limit Dealer Discretion in setting the contract rate to one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months. Respondent is not precluded from including in its compensation policies an additional nondiscretionary component of dealer compensation consistent with applicable laws and subject to the non-objection of the Fair Lending Director and the DOJ. Respondent may provide entirely nondiscretionary dealer compensation to some dealers (consistent with subparagraph h of Option Three, ¶ 26(h), described below) while it provides discretionary compensation to other dealers consistent with Option Two, so long as all loans purchased from a particular dealer are compensated using only one of the two compensation systems.
- i. Respondent shall establish a pre-set rate of dealer participation (i.e., additional interest above the risk-based buy rate) that Respondent will require dealers to include in all credit offers that the dealer extends to customers (“Standard Dealer Participation Rate”), such that:
 - A. The Standard Dealer Participation Rate cannot exceed one hundred and twenty-five (125) basis points for retail installment contracts with terms of sixty (60) months or less, and one hundred (100) basis points for retail installment contracts with terms greater than sixty (60) months.

- B. Respondent may allow dealers to include a single, set lower dealer participation rate than the Standard Dealer Participation Rate for particular loan types and/or channels or for all loans purchased from a particular dealership.
 - C. Respondent may allow dealers to include a lower dealer participation rate than the Standard Dealer Participation Rate based on a lawful exception pursuant to the fair lending policies and procedures as set forth below, and subject to the dealer's agreement to abide by the policies and maintain required documentation.
- ii. To the extent Respondent allows exceptions to the Standard Dealer Participation Rate, to ensure consistency with the requirements of the ECOA, Respondent shall establish policies and procedures for those exceptions subject to the non-objection of the Fair Lending Director and the DOJ. The Bureau and the DOJ recommend that the policies and procedures for such exceptions include the following elements:
- A. Granting Exceptions: Policies and procedures that specifically define the circumstances when Respondent allows downward departures from the Standard Dealer Participation Rate.
 - B. Documenting Exceptions: Policies and procedures that require on a loan-by-loan basis, documentation appropriate for each specific exception that is, at a minimum, sufficient to effectively monitor compliance with the exceptions

policies. Such documentation should be sufficient not only to explain the basis for granting any exception to the Standard Dealer Participation Rate, but also to provide details and/or documentation of the particular circumstances of the exception.

- C. Record Retention: Policies and procedures for documentation retention requirements that, at a minimum, comply with the requirements of Regulation B.
- e. Respondent will develop and maintain a compliance management system to monitor dealer compliance with setting contracts at the Standard Dealer Participation Rate and any exceptions thereto to ensure they comply with the conditions for exceptions to the Standard Dealer Participation Rate. This will include:
- i. Training dealers on Respondent's exceptions policies and procedures;
 - ii. Regular monitoring of dealers' exceptions to the Standard Dealer Participation Rate, including documentation of those exceptions;
 - iii. Periodic audits for compliance with all policies and procedures relevant to granting exceptions to the Standard Dealer Participation Rate and to test for and identify fair lending risk; and
 - iv. Appropriate corrective action for a dealer's noncompliance with Respondent's exceptions policies and procedures, culminating in the restriction or elimination of dealers' ability to exercise discretion in setting a consumer's contract rate or exclusion of dealers from future transactions with Respondent.

- f. Respondent will maintain general compliance management systems reasonably designed to assure compliance with all relevant Federal consumer financial laws, including the ECOA. With respect to monitoring Dealer Discretion for compliance with the ECOA, Respondent, in addition to the monitoring set forth in paragraph (e)(iv) above, must, at a minimum:
 - i. Send regular notices to all dealers explaining the ECOA, stating Respondent's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.
 - ii. Monitor for compliance with Dealer Discretion limits.
- g. Respondent shall submit data on its non-subvented indirect auto lending portfolio to the Fair Lending Director and the DOJ, at their request, semiannually for analysis and monitoring. Respondent shall submit data on its subvented indirect auto lending portfolio to the Fair Lending Director and the DOJ, at their request, semiannually for analysis and monitoring if Respondent modifies its policies to permit Dealer Discretion on subvented loans.

Option Three:

- h. Respondent will maintain policies that do not allow dealers any discretion to set the contract rate subject to the non-objection of the Fair Lending Director and the DOJ.
- i. Respondent will maintain general compliance management systems reasonably designed to assure compliance with all relevant Federal consumer financial laws, including the ECOA. This will include Respondent sending regular notices to all dealers explaining the ECOA, stating Respondent's expectation with respect to ECOA compliance, and articulating the dealer's obligation to price retail installment contracts in a non-discriminatory manner.
- j. Respondent will not have to review or remunerate for prohibited basis disparities in dealer markup resulting from Dealer Discretion in setting the contract rate, because there is no such discretion. Respondent will not have to maintain a compliance management system to monitor dealer exceptions because dealers do not have such discretion.

VII

Role of the Compliance Committee

IT IS FURTHER ORDERED that:

27. The Compliance Committee must review all submissions (including plans, reports, programs, policies, and procedures) required by this Consent Order prior to submission to the Fair Lending Director and the DOJ.
28. Although this Consent Order requires Respondent to submit certain documents for review or non-objection by the Fair Lending Director and the DOJ, the Board will have the ultimate responsibility for proper and sound oversight of Respondent and for ensuring that Respondent complies with Federal consumer financial law and this Consent Order.
29. In each instance that this Consent Order requires the Compliance Committee to ensure adherence to, or perform certain obligations of Respondent, the Compliance Committee must:
 - a. Authorize and adopt whatever actions are necessary for Respondent to fully comply with the Consent Order;
 - b. Require timely reporting by management to the Board on the status of compliance obligations; and
 - c. Require timely and appropriate corrective action to remedy any failure to comply with Board directives related to this Section.

MONETARY PROVISIONS

VIII

Order to Pay Redress

IT IS FURTHER ORDERED that:

30. Within thirty (30) days of the Effective Date, Respondent shall deposit into an interest-bearing escrow account twenty-four million dollars (\$24,000,000.00), for the purpose of providing redress to Affected Consumers who were overcharged as required by this Section. This will constitute the Settlement Fund. Respondent shall provide written verification of the deposit to the Bureau and the DOJ within five (5) business days of depositing the funds described in this paragraph. Any interest that accrues will become part of the Settlement Fund and will be utilized and disposed of as set forth herein. Any taxes, costs, or other fees incurred by the Settlement Fund shall be paid by Respondent.
31. Within sixty (60) days of the Effective Date, Respondent shall create a plan (“Redress Plan”) to provide for the administration of consumer remuneration by American Honda Motor (the “Administrator”). Pursuant to the Redress Plan, the Administrator shall conduct the activities set forth in paragraphs 33 through 41. The terms of the Redress Plan shall be subject to the non-objection of the Fair Lending Director and the DOJ. Respondent shall bear all costs and expenses of implementing the Redress Plan. The Redress Plan shall require the Administrator to comply with the provisions of this Consent Order as applicable to the Administrator. The Redress Plan shall require the Administrator to work cooperatively with Respondent, the Bureau, and the DOJ in the conduct of its activities, including reporting regularly to and providing all reasonably requested information to the Fair Lending Director and the DOJ. The Redress Plan shall require the Administrator to comply with all confidentiality and privacy restrictions applicable to the party who supplied the information and data to the Administrator.

32. In the event that the Fair Lending Director or the DOJ have reason to believe that the Administrator is not materially complying with the terms of the Redress Plan, they shall provide written notice to Respondent detailing the noncompliance. Within fourteen (14) days, Respondent shall present for review and determination of non-objection a course of action to effectuate the Administrator's material compliance with the Redress Plan. The Fair Lending Director and the DOJ shall make a determination of non-objection to the course of action or direct Respondent to revise it. In the event that the Fair Lending Director and the DOJ direct revisions, Respondent shall make the revisions and resubmit the course of action to the Fair Lending Director and the DOJ within thirty (30) days. Upon notification that the Fair Lending Director and the DOJ have made a determination of non-objection, Respondent shall implement the course of action.
33. The Redress Plan shall require the Administrator, as part of its operations, to establish cost-free means for Affected Consumers to contact it, including an email address, a website, a toll-free telephone number, and means for persons with disabilities to communicate effectively. The Redress Plan shall require the Administrator to make all reasonable efforts to provide effective translation services to Affected Consumers, including but not limited to providing live English and foreign-language-speaking operators to speak to Affected Consumers who call the toll-free telephone number and request a live operator, and providing foreign language interpretations and translations for communications with Affected Consumers.
34. The Fair Lending Director and the DOJ shall request from Respondent information and data the Fair Lending Director and the DOJ reasonably believe will assist in identifying Affected Consumers and determining any monetary and other damages, including but not limited to a database of all non-subservent retail installment contracts booked by Respondent during the Relevant Period and all data variables the Bureau obtained during its investigation. Within ninety (90) days of the Effective Date, Respondent shall supply the requested information and data.

35. The Fair Lending Director and the DOJ shall jointly provide to the Administrator and Respondent a list of retail installment contracts with consumers that the Fair Lending Director and the DOJ have determined are eligible to receive monetary relief pursuant to this Consent Order after receipt of all the information and data they requested pursuant to paragraph 34. The total amount of the Settlement Fund shall not be altered based on the number of listed retail installment contracts.
36. Within thirty (30) days after the date the Fair Lending Director and the DOJ provide the list of retail installment contracts referenced in paragraph 35, Respondent will provide to the Fair Lending Director, the DOJ, and the Administrator the name, most recent mailing address in its servicing records, Social Security number, and other information as requested for the primary borrower and each co-borrower (if any) on each listed retail installment contract (“Identified Borrowers”). Such information and data shall be used by the Bureau, the DOJ, and the Administrator only for the law enforcement purposes of implementing the Consent Order. The total amount of the Settlement Fund shall not be altered based on the number of Identified Borrowers.
37. After receipt of all the information required to be provided by paragraph 36, the Fair Lending Director and the DOJ shall provide Respondent and the Administrator with the initial estimate of the amount each Identified Borrower will receive from the Settlement Fund. No individual, agency, or entity may request that any court, the Bureau, the DOJ, Respondent, or the Administrator review the selection of Identified Borrowers or the amount to be received. The total amount of the Settlement Fund shall not be altered based on the amounts that Identified Borrowers receive.

38. The Redress Plan shall require the Administrator to adopt effective methods, as requested by the Fair Lending Director and the DOJ, to confirm the identities and eligibility of Identified Borrowers and provide to the Fair Lending Director and the DOJ a list of Identified Borrowers whose identities and eligibility have been confirmed (“Confirmed Borrowers”) within two hundred and seventy (270) days from the date the Fair Lending Director and the DOJ provide the information described in paragraph 37.
39. Within sixty (60) days after the date the Administrator provides to the Fair Lending Director and the DOJ the list of Confirmed Borrowers, the Fair Lending Director and the DOJ shall provide to the Administrator a list containing the final payment amount for each Confirmed Borrower. The total amount of the Settlement Fund shall not be altered based on the number of Confirmed Borrowers or the amounts they receive. No individual, agency, or entity may request that any court, the Bureau, the DOJ, Respondent, or the Administrator review the final payment amounts.
40. The Redress Plan shall require the Administrator to deliver payment to each Confirmed Borrower in the amount determined by the Fair Lending Director and the DOJ as described in paragraph 39 within forty-five (45) days. The Redress Plan shall also require the Administrator to further conduct a reasonable search for a current address and redeliver any payment that is returned to the Administrator as undeliverable, or not deposited within six (6) months.
41. The Redress Plan shall require the Administrator to maintain the cost-free means for consumers to contact it described in paragraph 33 and finalize distribution of the final payments described in paragraphs 39 and 40 within 12 months from the date the Fair Lending Director and the DOJ provide the list of final payment amounts to the Administrator in accordance with paragraph 39. Confirmed Borrowers shall have until that date to request reissuance of payments that have not been deposited.

42. The details regarding administration of the Settlement Fund set forth in paragraphs 31 through 41 can be modified by agreement of the Fair Lending Director, the DOJ, and Respondent. Payments from the Settlement Fund to Confirmed Borrowers collectively shall not exceed the amount of the Settlement Fund, including accrued interest.
43. Respondent will not be entitled to a set-off, or any other reduction, of the amount of final payments to Confirmed Borrowers because of any debts owed by the Confirmed Borrowers. Respondent also will not refuse to make a payment based on a release of legal claims or account modification previously signed by any Confirmed Borrowers.
44. Upon the Administrator's completion of the distribution of funds to Confirmed Borrowers, and in the event that funds remain after the Respondent provides redress to Confirmed Borrowers as set forth in paragraph 40, distribution of any and all remaining money shall be subject to Court approval in accordance with paragraphs 20-22 of any Consent Order entered by the United States District Court for the Central District of California in the civil action styled *United States of America v. American Honda Finance Corporation*, filed on or about July 14, 2015, and if still remaining, deposited in the U.S. Treasury as disgorgement.

IX

Additional Monetary Provisions

IT IS FURTHER ORDERED that:

45. 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.
46. 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.

47. Under 31 U.S.C. § 7701, Respondent, unless it already has done so, must furnish to the Fair Lending Director and the DOJ its taxpayer identifying numbers, which may be used for purposes of collecting and reporting on any delinquent amount arising out of this Consent Order.
48. Within thirty (30) days of the entry of a final judgment, consent order, or settlement in a Related Consumer Action, Respondent must notify the Fair Lending Director and the DOJ 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

X

Reporting Requirements

IT IS FURTHER ORDERED that:

49. Respondent must notify the Fair Lending Director 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 as soon as practicable after learning about the development, but in any case at least thirty (30) days before the development is finalized.
50. Within ten (10) business days of the Effective Date, Respondent must:
 - a. Designate at least one telephone number and email, physical, and postal address as points of contact, which the Bureau may use to communicate with 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;
 - c. Describe the activities of each such business, including the products and services offered, and the means of advertising, marketing, and sales.
 - d. Respondent must report any change in the information required to be submitted under this Section (paragraphs 49 to 50) as soon as practicable, but in any case at least thirty (30) days before the change.
51. Within one hundred and eighty (180) days of the Effective Date, and every one hundred and eighty (180) days thereafter until the termination of this Consent Order, Respondent must submit to the Fair Lending Director and the DOJ an accurate written Compliance Progress Report, which has been approved by the Board. Each Report shall provide a complete account of Respondent's actions to comply with each requirement of the Consent Order during the previous six (6) months, an objective assessment of the extent to which each quantifiable obligation was met, an explanation of why any particular component fell short of meeting its goal for the previous six (6) months, and any recommendation for additional actions to achieve the goals of the Consent Order.

XI

Order Distribution and Acknowledgment

IT IS FURTHER ORDERED that:

- 52. Within thirty (30) days of the Effective Date, Respondent must deliver a copy of this Consent Order to each of its Board members and Executive Officers.

53. Until the termination of this Consent Order, Respondent must deliver a copy of this Consent Order to any business entity resulting from any change in structure referred to in Section X and any future Board Members and Executive Officers before they assume their responsibilities.
54. 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 thirty (30) days of delivery, from all persons receiving a copy of this Consent Order pursuant to this Section.

XII

Recordkeeping

IT IS FURTHER ORDERED that:

55. Respondent must create and/or retain for at least five (5) years from the Effective Date the following business records:
 - a. All documents and records necessary to demonstrate full compliance with each provision of this Consent Order, including but not limited to, reports submitted to the Fair Lending Director and the DOJ and all documents and records pertaining to redress, as set forth in Section VIII above;
 - b. All documents and records pertaining to the Redress Plan, described in Section VIII above; and
 - c. All written consumer complaints related to Respondent's retail installment contracts alleging discrimination by Respondent (whether received directly or indirectly, such as through a third party), and any responses to those written complaints or requests.
56. All business records created or retained pursuant to this Section shall be retained at least until the termination of this Consent Order, and shall be made available upon the Fair Lending Director's or the DOJ's request to Bureau representatives or DOJ representatives, respectively, within sixty (60) days of a request.

XIII

Modifications to Non-Material Requirements

IT IS FURTHER ORDERED that:

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

XIV

Notices

IT IS FURTHER ORDERED that:

59. Unless otherwise directed in writing by a Bureau or DOJ representative, all submissions, requests, communications, consents, or other documents relating to this Consent Order shall be in writing, sent as follows:

To the Fair Lending Director:

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

Fair Lending Director
Consumer Financial Protection Bureau
ATTENTION: Jane Peterson
1625 Eye Street, N.W.
Washington, DC 20006

The subject line shall begin: *In re American Honda Finance Corporation*, File No. 2015-CFPB-0014, dated July 14, 2015; or

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

Jane.Peterson@cfpb.gov:

Fair Lending Director
Consumer Financial Protection Bureau
ATTENTION: Jane Peterson
1700 G Street, N.W.
Washington, DC 20552

The subject line shall begin: *In re* American Honda Finance Corporation, File No. 2015-CFPB-0014 , dated July 14, 2015

To the DOJ to the below address and contemporaneously by email to

marta.campos@usdoj.gov:

Chief
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
1800 G Street NW, Suite 7002
Washington, DC 20006
Attn: DJ 188-12C-45, *United States v. American Honda Finance Corporation*

XV

Administrative Provisions

60. Except as provided in paragraphs 61 and 64, the provisions of this Consent Order do not bar, estop, or otherwise prevent the Bureau, or any other governmental agency, from taking any other action against Respondent.
61. The Bureau releases and discharges Respondent from all potential liability for all ECOA claims of the Bureau for discriminating on the basis of race or national origin that have

been or might have been asserted by the Bureau based on the practices described in Section IV of this Consent Order, to the extent such practices occurred prior to the Effective Date, and are known to the Bureau as of the Effective Date. Notwithstanding the foregoing, the practices described in this Consent Order may be utilized by the Bureau 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 shall not preclude or affect any right of the Bureau to determine and ensure compliance with the terms and provisions of this Consent Order, or to seek penalties for any violations thereof.

62. This Consent Order is intended to be, and will be construed as, a final Consent Order issued under section 1053 of the CFPA, 12 U.S.C. § 5563, and expressly does not form, and may not be construed to form, a contract binding the Bureau or the United States.
63. Respondent may request to modify the compliance management program required by this Consent Order (as described in the Options set forth in Section VI) when the modification is based upon a change in circumstances that has arisen during the pendency of this Consent Order, including but not limited to any amendment to the statutory or regulatory regime applicable to dealer markup and compensation policies, or the adoption of a materially different dealer compensation policy by lenders comprising a majority of the auto loan market. Any such request to modify the compliance plan is subject to the Fair Lending Director's and the DOJ's review and determination that the modified compliance management program eliminates or substantially reduces Dealer Discretion, and determination of non-objection.
64. This Consent Order will terminate five (5) years from the Effective Date. 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. The Bureau will not pursue any violations against, or seek consumer remuneration from, Respondent for conduct undertaken with respect to Dealer Discretion that is both pursuant to and consistent with the Consent Order during the term of the Consent Order.

65. Calculation of time limitations will run from the Effective Date and be based on calendar days, unless otherwise noted.
66. The provisions of this Consent Order will be enforceable by the Bureau. For any violation of this Consent Order, the Bureau may impose the maximum amount of civil money penalties allowed under section 1055(c) of the 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.
67. This Consent Order and the accompanying Stipulation contain the complete agreement between the Bureau and Respondent. The Bureau and Respondent 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.
68. Nothing in this Consent Order or the accompanying Stipulation may be construed as allowing the Respondent, its Board, officers, or employees to violate any law, rule, or regulation.
69. This Consent Order is enforceable only by the parties. No person or entity is intended to be a third party beneficiary of the provisions of this Consent Order for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert a claim or right as a beneficiary or protected class under this Consent Order.

70. Each party to this Consent Order shall bear its own costs and attorney's fees associated with this litigation.
71. To the extent that a specific action by Respondent is required both by this Consent Order and any Consent Order entered by the United States District Court for the Central District of California in the civil action styled *United States of America v. American Honda Finance Corporation*, filed on or about July 14, 2015, action by Respondent that satisfies a requirement under any such District Court Consent Order will satisfy that same requirement under this Consent Order.

IT IS SO ORDERED, this 14th day of July, 2015.

/s/ Richard Cordray

Richard Cordray

Director

Consumer Financial Protection Bureau

UNITED STATES OF AMERICA
CONSUMER FINANCIAL PROTECTION BUREAU

File No. 2015-CFPB- 0014

**STIPULATION AND CONSENT
TO THE ISSUANCE OF
A CONSENT ORDER**

In the matter of:

**AMERICAN HONDA FINANCE
CORPORATION**

The Consumer Financial Protection Bureau (Bureau) intends to initiate an administrative proceeding against American Honda Finance Corporation (Respondent), under 12 U.S.C. §§ 5563 and 5565, for its pricing of consumer automobile retail installment contracts in violation of the Equal Credit Opportunity Act (ECOA), 15 U.S.C. §§ 1691-1691f, and its implementing regulation, Regulation B, 12 C.P.R. pt. 1002.

Respondent, in the interest of compliance and resolution of the matter, consents to the issuance of a Consent Order substantially in the form of the one to which this Stipulation and Consent to the Issuance of a Consent Order is attached (Consent Order), and which is incorporated by reference.

In consideration of the above premises, Respondent, through its authorized representative, agrees to the following:

Jurisdiction

1. The Bureau has jurisdiction over this matter under sections 1053 and 1055 of the Consumer Financial Protection Act (CFPA), 12 U.S.C. §§ 5563, 5565.

Consent

2. Respondent agrees to the issuance of the Consent Order and admits the facts necessary to establish the Bureau's jurisdiction over Respondent and the subject matter of this action.
3. Respondent agrees that the Consent Order will be deemed an "order issued with the consent of the person concerned" under 12 U.S.C. § 5563(b)(4), and agrees that the Consent Order will become a final order, effective upon issuance, and will be fully enforceable by the Bureau under 12 U.S.C. §§ 5563(d)(1) and 5565.
4. Respondent voluntarily enters into this Stipulation and Consent to the Issuance of a Consent Order.
5. The Consent Order resolves only Respondent's potential liability for law violations that the Bureau asserted or might have asserted based on the practices described in Section IV of the Consent Order, to the extent such practices occurred before the Effective Date and the Bureau knows about them as of the Effective Date. Respondent acknowledges that no promise or representation has been made by the Bureau or any employee, agent, or representative of the Bureau, about any liability outside of this action that may have arisen or may arise from the facts underlying this action or immunity from any such liability.
6. Respondent agrees that the facts described in Section IV of the Consent Order will be taken as true and be given collateral estoppel effect, without further proof, in any proceeding before the Bureau based on the entry of the Consent Order, or in any subsequent civil litigation by the Bureau to enforce the Consent Order or its rights to any payment or monetary judgment under the Consent Order.

7. The terms and provisions of this Stipulation and the Consent Order will be binding upon, and inure to the benefit of, the parties hereto and their successors in interest.
8. Respondent agrees that the Bureau may present the Consent Order to the Bureau Director for signature and entry without further notice.
9. A copy of the Board Resolution authorizing execution of this Stipulation shall be delivered to the Bureau, along with the executed original of this Stipulation.

Waivers

10. Respondent, by consenting to this Stipulation, waives:
 - a. Any right to service of the Consent Order, and agrees that issuance of the Consent Order will constitute notice to the Respondent of its terms and conditions;
 - b. Any objection to the jurisdiction of the Bureau, including, without limitation, under section 1053 of the CFPA, 12 U.S.C. § 5563;
 - c. The rights to all hearings under the statutory provisions under which the proceeding is to be or has been instituted; the filing of proposed findings of fact and conclusions of law; proceedings before, and a recommended decision by, a hearing officer; all post-hearing procedures; and any other procedural right available under section 1053 of the CFPA, 12 U.S.C. § 5563, or 12 CFR Part 1081;
 - d. The right to seek any administrative or judicial review of the Consent Order;
 - e. Any claim for fees, costs or expenses against the Bureau, or any of its agents or employees, and any other governmental entity, related in any way to this enforcement matter or the Consent Order, whether arising under common law or under the terms of any statute, including, but not limited to the Equal Access to Justice Act and the Small Business Regulatory Enforcement Fairness Act of 1996; for these purposes, Respondent agrees that Respondent is not the prevailing party in this action because the parties have reached a good faith settlement;

- f. Any other right to challenge or contest the validity of the Consent Order;
- g. Such provisions of the Bureau's rules or other requirements of law as may be construed to prevent any Bureau employee from participating in the preparation of, or advising the Director as to, any order, opinion, finding of fact, or conclusion of law to be entered in connection with this Stipulation or the Consent Order; and
- h. Any right to claim bias or prejudice by the Director based on the consideration of or discussions concerning settlement of all or any part of the proceeding.

AMERICAN HONDA FINANCE CORPORATION BY:

/s/ David W. Paul
David W. Paul
Senior Vice President, Financial Services

7/13/15
Date