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10 BEFORE THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION
11 OF THE STATE OF CALIFORNIA

13 In the Matter of:) CONSENT ORDER
14 THE COMMISSIONER OF FINANCIAL)
15 PROTECTION AND INNOVATION,)
16 Complainant,)
17 v.)
18 DORA FINANCIAL LLC,)
19 Respondent.)

21 **I.**

22 **RECITALS**

23 A. The Commissioner of Financial Protection and Innovation (Commissioner) agrees to
24 enter into this Consent Order (Order) with Dora Financial, LLC (Dora). Together, the Commissioner
25 and Dora will be referred to as the “Parties.”

26 B. Dora is a Credit Union Service Organization (“CUSO”) that provides specialized
27 marketing services for its credit union partners (“Credit Union Partners”), aimed at connecting
28 consumers—particularly those from underserved communities—with essential, accessible banking

1 products. Incorporated as a limited liability company in Massachusetts and headquartered in
2 Chelmsford, Massachusetts, Dora represents its business model is built on strong partnerships with
3 Credit Union Partners to fulfill a shared mission of reducing racial and economic disparities by
4 offering fair and equitable financial services. Through this collaborative effort, Dora states that it
5 assists in creating an inclusive pathway for access to financial products and services and helps address
6 the systemic barriers that prevent marginalized individuals from achieving financial wellness.

7 C. At all relevant times herein, Dora was not licensed to operate as a bank in California or
8 in any other jurisdiction, nor was it exempt from such licensure.

9 D. The Commissioner issues licenses and regulates state-chartered banks in California
10 under the authority of Financial Code. (*See, e.g.*, sections 300 and 560.) Any person engaged in the
11 business of banking in California must be licensed by the Commissioner unless exempt from licensure.
12 (Fin. Code, § 563). Financial Code section 561 prohibits any person from transacting “business in a
13 way or manner as to lead the public to believe that its business is that of a bank” without actual
14 authority to engage in such business. Further, Financial Code section 562 provides

15 No person who has not received a certificate from the commissioner authorizing it to engage
16 in the banking business shall transact business under any name or title that contains the word
17 “bank”...or act or advertise in any manner that indicates that the business is the business
18 of a bank...

19 E. In early 2024, the Commissioner commenced an inquiry into Dora for potential
20 violations of Financial Code sections 561 and 562 concerning Dora’s use of the term “bank”, “banco”
21 or “banking” in the course of its business in California.

22 F. As a result of the inquiry, the Commissioner finds that Dora violated Financial Code
23 sections 561 and 562 by using in connection with its business in California: (1) the URL or website
24 address of “bankdora.com;” (2) the email domain name “@bankdora.com,” (3) the social media
25 handles “@bankdorafinancial”; “@bancodora”; and “bank-dora,” and (4) the words “bank”, “banco”
26 and “banking” in other aspects of Dora’s business and advertising.

27 G. Dora has cooperated with the Commissioner’s inquiry and represents that, by entering
28 this Order, Dora is willing to work with regulatory agencies to ensure that its products are transparently
disclosed to its customers and the public. While neither admitting nor denying the Commissioner’s

1 findings, Dora agrees to comply with the terms and conditions of this Order as outlined below.

2 **II.**

3 **TERMS AND CONDITIONS**

4 1. Purpose. This Order resolves the issues before the Commissioner in a manner that
5 avoids the business disruption and expense of a hearing and other possible court proceedings,
6 protects consumers, is in the public interest, and is consistent with the purposes, policies, and
7 provisions of the applicable law.

8 2. Stipulation to Cease and Desist. The Commissioner and Dora stipulate, in accordance
9 with Financial Code sections 561 and 562, that Dora will cease and desist from using: (1) the URL
10 or website address “bankdora.com”; (2) the email domain name “@bankdora.com”; (3) the social
11 media handles “@Bankdorafinancial”; “@bancodora”; and “bank-dora”, (4) the words “bank” or
12 “banco” on its website and in other aspects of its business and advertising, and (5) the word
13 “banking” on its website and in other aspects of its business and advertising in a manner that indicates
14 that it is the business of a bank. This stipulation to cease and desist shall remain in effect unless
15 and until Dora becomes licensed or otherwise authorized to engage in the business of banking under
16 California law. Dora agrees that this Consent Order is hereby deemed a final order.

17 3. Review of Webpage and Advertising. Dora agrees to perform the following review
18 and make enhancements to its URL or website address, email domain name, webpage, mobile app,
19 and advertising in compliance with this Order by November 30, 2024. The Commissioner
20 acknowledges and agrees that Dora will perform quality control and testing of such enhancements
21 by January 31, 2025, and promptly thereafter make further enhancements to address any exceptions
22 identified, as follows:

23 a. Dora shall distance itself from use of the terms “bank”, “banco”, and their derivatives
24 by clarifying statements on its website, mobile app, and in advertising to address the
25 following:

26 i. Where “banking” terminology is used, Dora shall place a disclosure stating
27 that Dora is not a bank and banking products and services are provided by its
28 Credit Union Partner(s). The disclosure shall be in bold and/or increased font

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size in a clear and conspicuous manner proximate to the use of the banking terminology.

- ii. Dora shall clarify or annotate in all testimonials it publishes, or causes to be published, using “banking” terminology that Dora is a marketing company not a bank and banking services are provided by Dora’s Credit Union Partner(s). Further, Dora shall not represent to affiliates or agents that it is a bank unless and until it becomes licensed or otherwise authorized to engage in the business of banking under California law. If Dora pays a third party to market Dora’s services to the public, and it is brought to Dora’s attention that one or more of the paid third parties has publicly referred to Dora as a bank before Dora is licensed or otherwise authorized to engage in the business of banking, Dora will promptly instruct (in writing) each paid third party to cease and desist from representing to the public that Dora is a bank.
 - iii. Where appropriate, Dora shall revise website language to state that customers can open an account “through” Dora, where existing language states “Abre una cuenta bancaria con Dora” or “Open a bank account with Dora.”
 - iv. In paid Google search results, Dora shall place a statement on Google and other ads that banking services are provided by its Credit Union Partner(s), which it will identify by name.
 - v. Dora shall provide a clear and prominent disclaimer during the account set up process to inform the customer that Dora is a marketing company not a bank and banking services are provided by Dora’s Credit Union Partner(s).
- b. Compliance and Reporting. Dora shall establish, implement, enhance, and maintain testing policies, procedures, and standards reasonably designed to, at a minimum, ensure compliance with the provisions of this Order and with Financial Code sections 561 and 562. Further, by February 28, 2025, and again one year after the effective date of this Order, Dora shall submit to the Commissioner an accurate written compliance progress report, which, at a minimum describes in detail the manner in

1 which Dora has complied with paragraphs 2 and 3 of this Order.

2 4. Waiver of Hearing Rights. Dora hereby waives its right to any hearings, and to any
3 reconsideration, appeal, or other right to review which may be afforded pursuant to the California
4 Administrative Procedure Act, the California Code of Civil Procedure, or any other provision of law
5 or any other rights to hearing, reconsideration, appeal, or other action in this matter. By waiving
6 such rights, Dora effectively consents to the Order becoming final and unappealable. Nothing in this
7 Order shall waive Dora’s right to defend itself in the event of a dispute about compliance with its
8 terms.

9 5. Full and Final Settlement. Dora hereby acknowledges and agrees that this Order is
10 intended to constitute a full, final, and complete resolution of Dora’s alleged violations as set forth
11 in the Recitals (“Violations”), and that no further proceedings or actions will be brought by the
12 Commissioner against Dora based on the alleged Violations, excepting any proceeding to enforce
13 compliance with the terms of this Order or if such proceeding is based upon discovery of new and
14 further violations of the law or regulation that do not form the basis for the Order and which Dora
15 knowingly concealed from the Commissioner.

16 6. Information Willfully Withheld. Notwithstanding paragraph 10 below, this Consent
17 Order may be revoked and the Commissioner may pursue any and all remedies available under law
18 against Dora if the Commissioner discovers that Dora knowingly or willfully withheld or
19 misrepresented material information. .

20 7. Assisting Other Agencies. The Parties further acknowledge and agree that nothing in
21 the Order shall limit the Commissioner’s ability to assist any other agency (city, county, state, or
22 federal) with any prosecution, administrative, civil, or criminal, brought by any such agency against
23 Dora or any other person based upon any of the activities alleged in this matter or otherwise.

24 8. Headings. The headings to the paragraphs of this Order are inserted for convenience
25 only and will not be deemed a part hereof or affect the construction or interpretation of the provisions
26 hereof.

27 9. Binding. The Order is binding on all heirs, assigns, or successors in interest.

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1 10. Reliance. Each of the Parties represents, warrants, and agrees that in executing this
2 Order, they have relied solely on the statements set forth herein and the advice of their own counsel.
3 Each of the Parties further represents, warrants, and agrees that in executing this Order they have
4 placed no reliance on any statement, representation, or promise of any other party, or any other
5 person or entity not expressly set forth herein, or upon the failure of any party or any other person or
6 entity to make any statement, representation, or disclosure of anything whatsoever. The Parties have
7 included this clause: (1) to preclude any claim that any party was in any way fraudulently induced to
8 execute this Order; and (2) to preclude the introduction of parol evidence to vary, interpret,
9 supplement, or contradict the terms of this Order.

10 11. Waiver, Amendments, and Modifications. No waiver, amendment, or modification
11 of this Order will be valid or binding unless it is in writing and signed by each of the Parties. The
12 waiver of any provision of this Order will not be deemed a waiver of any other provision. No waiver
13 by each of the Parties of any breach of, or of compliance with, any condition or provision of this
14 Order by another party will be considered a waiver of any other condition or provision or of the same
15 condition or provision at another time.

16 12. Full Integration. This Order is the final written expression and the complete and
17 exclusive statement of all the agreements, conditions, promises, representations, and covenant among
18 the Parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous
19 agreements, negotiations, representations, understandings, and discussions between and among the
20 Parties, their respective representatives, and any other person or entity, with respect to the subject
21 matter covered hereby.

22 13. Governing Law. This Order will be governed by and construed in accordance with
23 California law. Each of the parties hereto consents to the jurisdiction of such court, and hereby
24 irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to
25 the maintenance of such action or proceeding in such court.

26 14. Counterparts. This Order may be executed in one or more separate counterparts, each
27 of which when so executed, shall be deemed an original. Such counterparts shall together constitute
28 a single document.

1 15. Effect Upon Future Proceedings. If Dora applies for any license, permit or
2 qualification under the Commissioner’s current or future jurisdiction, or are the subject of any future
3 action by such agency to enforce this Order, then the subject matter hereof shall be admissible for
4 the purpose of such application(s) or enforcement proceedings(s).

5 16. Voluntary Agreement. Dora enters into the Order voluntarily and without coercion
6 and acknowledges that no promises, threats, or assurances have been made by the State of California,
7 or any officer or agent thereof, about the Order other than as reflected herein.

8 17. Notice. Any notices required under the Order shall be provided to each party at the
9 following addresses:

10 If to Dora to: Michael Mulvey
11 Messick Lauer & Smith P.C.
12 1055 E. Baltimore Pike, Suite 202
13 Media, Pennsylvania 19063
14 (610) 891-9000
15 mmulvey@cusolaw.com

16 If to Commissioner to: Megan Bruyns, Senior Counsel
17 Department of Financial Protection and Innovation
18 1455 Frazee Road Suite 315
19 San Diego California 94108
20 (619) 610-2093
21 Megan.Bruyns@dfpi.ca.gov

22 18. Signatures. An electronic signature, or a faxed, photocopied, or scanned copy of an
23 original signature, shall be deemed the same as an original signature.

24 19. Public Record. Dora acknowledges that this Order shall be a matter of public record.

25 20. Effective Date. The Order shall become final and effective when signed by all Parties
26 and delivered by the Commissioner or her assigns to Dora’s counsel of record via e-mail at:
27 mmulvey@cusolaw.com.

28 21. Authority to Sign. Each signatory hereto covenants that he/she possesses all
necessary capacity and authority to sign and enter into this Order and undertake the obligations set
forth herein.

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IN WITNESS WHEREOF, the Parties hereto have approved and executed the Consent Order on the dates set forth opposite their respective signatures.

Dated: November 6, 2024

CLOTHILDE V. HEWLETT
Commissioner of Financial Protection and Innovation

By _____
MARY ANN SMITH
Deputy Commissioner
Enforcement Division

Dated: November 6, 2024

DORA FINANCIAL LLC

By _____
Name: Kristi Kenworthy
Title Managing Director