

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

**Administrative Proceeding
File No. 2016-CFPB-0018**

In the Matter of:
Interstate Lending, LLC,

Respondent.

**AMENDED NOTICE OF CHARGES
SEEKING CIVIL MONETARY
PENALTIES AND OTHER
LEGAL AND EQUITABLE
RELIEF**

The Consumer Financial Protection Bureau (“CFPB or “Bureau”) submits this Notice of Charges against Respondent Interstate Lending, LLC (“Interstate Lending” or “Company”) alleging the Company failed to clearly and conspicuously disclose a corresponding annual percentage rate when advertising a periodic interest rate in violation of the Truth in Lending Act (“TILA”) 15 U.S.C. § 1664(c), the Consumer Financial Protection Act of 2010 (“CFPA”), 12 U.S.C. § 5536(a)(1)(A), and TILA’s implementing Regulation Z, 12 C.F.R. § 1026.24(c). In support of its Notice of Charges, the Bureau alleges and submits as follows:

Jurisdiction and Legal Authority

1. The Bureau has authority over this matter pursuant to sections 1053 and 1055 of the CFPA, 12 U.S.C. §§ 5563, 5565.
2. Under section 1053 of the CFPA, the Bureau may bring an adjudication proceeding to enforce compliance with TILA, Regulation Z, and section 1036(a)(1) of the CFPA. 12 U.S.C. § 5563(a).

3. Under section 1055 of the CFPA, the Bureau has jurisdiction to grant any appropriate legal or equitable relief with respect to a violation of federal consumer financial law, including the TILA and Regulation Z, and the CFPA violations alleged in this Notice of Charges. 12 U.S.C. §§ 5511(c)(4), 5512(a), 5563, 5565.

Respondent

4. Interstate Lending is a limited liability company formed in Arizona in 2005.

5. The Company is licensed as a sales finance company by the Arizona Department of Financial Institutions.

6. The Company ~~offers advertised~~, and has been ~~offering advertising~~ during all times relevant to this Notice of Charges, “closed-end credit” in the form of vehicle title loans to “consumers” as those terms are defined in Regulation Z, 12 C.F.R. § 1026.2(a)(10) & (11).

7. Interstate Lending is a “person” within the meaning of TILA and Regulation Z because it is a limited liability company. 15 U.S.C. § 1602(e), 12 C.F.R § 1026.2(a)(22).

8. Interstate Lending is a “covered person” under the CFPA because it is a limited liability company that engages in offering and providing vehicle title loans, which are “consumer financial products or services” under the CFPA. 12 U.S.C. §§ 5481(5), (6), (15)(A)(i), (19).

The CFPA

9. Section 1036(a)(1)(A) of the CFPA prohibits covered persons from offering or providing to a consumer “any financial product or service not in conformity with Federal consumer financial law,” or otherwise committing “any act or omission in violation of a Federal consumer financial law.” 12 U.S.C. § 5536(a)(1)(A).

TILA and Regulation Z

10. TILA's implementing regulation, Regulation Z, requires that when an advertisement for closed end credit "states a rate of finance charge, it shall state the rate as an 'annual percentage rate,' using that term." 12 C.F.R. § 1026.24(c); *see also* 15 U.S.C. § 1664(c).

11. Regulation Z further requires that all required disclosures in advertisements "be made clearly and conspicuously." 12 C.F.R. § 1026.24(b).

12. Regulation Z defines "advertisement" as "a commercial message in any medium that promotes, directly or indirectly, a credit transaction." 12 C.F.R. § 1026.2(a)(2).

13. Regulation Z defines "finance charge" as "the cost of consumer credit as a dollar amount." The finance charge "includes any charge payable directly or indirectly by the consumer and imposed directly or indirectly by the creditor as an incident to or a condition of the extension of credit." 12 C.F.R. § 1026.4(a).

14. Regulation Z also sets forth detailed requirements that creditors must follow when calculating the annual percentage rate. 12 C.F.R. § 1026.22.

Allegations Regarding Non-Compliant Advertisements

15. Until September 21, 2016, Interstate Lending market eds its services on the Internet at the address <http://www.interstateending.net/greatratetitleloans.com>.

16. On the home-page of the Company's website, in large letters, the Company advertised ds, "TITLE LOANS from only Our Title Loan Rate is 2.99% per month!"



Car Title Loans in Phoenix Today!

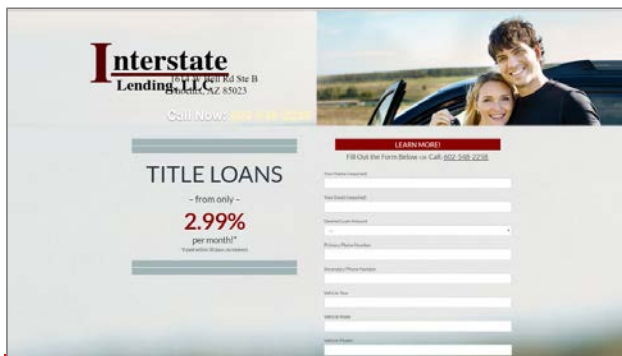
Are you struggling to pay your bills, rent, or have unexpected expenses this month? We work with people from all walks of life. If you have had credit problems or unable to turn to family or friends, Great Rate Title Loans can help.



Our Title Loan Rate is 2.99% per month

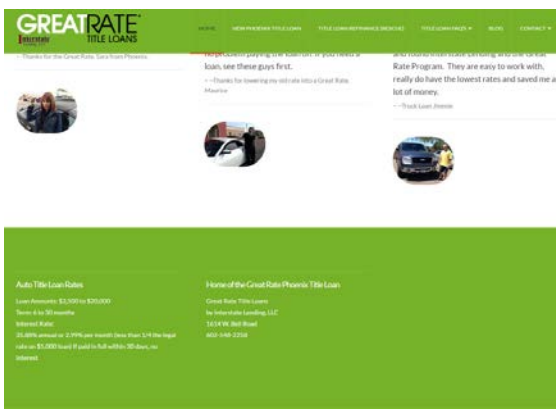
If you own a car or truck you can get an emergency loan today! Great Rate's Phoenix Title Loan program is for you. We have the lowest Phoenix Title loan rate in the valley. We charge 1/4 of the Max legal rate. Our standard title loan is 2.99% per month.

15.



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17. At the bottom of the page, in small print, the website included the following information regarding interest rates: "Interest Rate: 35.99% annual or 2.99% per month (less than 1/4 the legal rate on \$5,000 loan) If paid in full within 30 days, no interest."



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18. The “annual” interest rate displayed on the website homepage was simply the monthly rate multiplied by 12. The actual annual percentage rate charged on the loans, as disclosed in the Company’s loan contracts, was higher because it included additional fees and charges not included in the annual rate displayed on the homepage of the website.

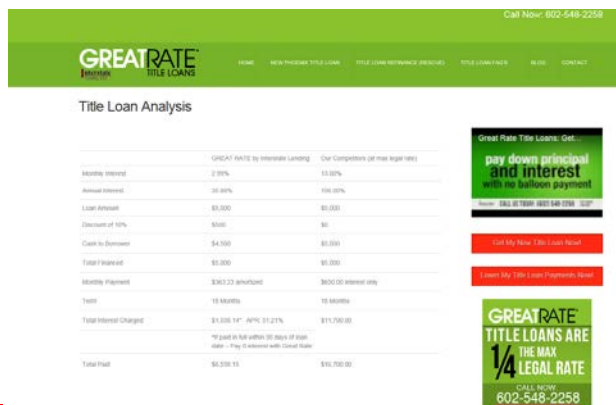
16-19. The Company’s Internet advertisement constitutes a commercial message in any medium that promotes, directly or indirectly, a credit transaction.

17-20. The Company’s Internet advertisement failed to clearly and conspicuously disclose a corresponding annual percentage rate for the advertised rate of 2.99% and also failed to use the term “annual percentage rate” or its common abbreviation “APR.”

21. No other page within the ~~http://Interstate Lending~~greatratetitleloans.com website domain disclosed the annual percentage rate that corresponded to the 2.99% financing rate advertised on the website homepage.

22. The “Title Loan Analysis” page of the ~~http://~~greatratetitleloans.com domain contained a comparison of a hypothetical \$5,000 loan from Interstate to a \$5,000 loan from a hypothetical competitor, but the APR on the Company’s loans varied depending on the size and duration of the loan so the example rate was not an accurate disclosure of the corresponding annual percentage rate for the 2.99% monthly rate advertised on the website homepage.

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18.

19-23. The advertisement ~~has been was~~ displayed continuously on the Company's website ~~since from~~ at least July 6, 2016 until September 21, 2016.

Violations of Law

Count One: Violation of TILA and Regulation Z, Failure to State the Annual Percentage Rate in Advertising

20-24. The allegations in paragraphs 1 – ~~19-23~~ are incorporated by reference.

21-25. ~~Since From~~ at least July 6, 2016 to September 21, 2016, Interstate Lending ~~has been advertising-advertised~~ a monthly interest rate of 2.99% on its website without clearly and conspicuously advertising a corresponding annual percentage rate and without using the term “annual percentage rate” in violation of 15 U.S.C. § 1664(c) and 12 C.F.R. § 1026.24.

Count Two: Violation of the CFPA, Failure to State the Annual Percentage Rate in Advertising

22-26. The allegations in paragraphs 1 – ~~19-23~~ are incorporated by reference.

23-27. The failure to clearly and conspicuously disclose the annual percentage rate when advertising a rate of a finance charge in advertising is a violation of both TILA and Regulation Z.

~~24-28.~~ The Company's failure to comply with the advertising requirements of TILA and Regulation Z constitutes a violation of section 1036(a)(1)(A) of the CFPA, 12 U.S.C. §§ 5536(a)(1)(A).

Demand for Relief

Wherefore, as permitted by 12 U.S.C. § 5565, the Bureau seeks a final order:

- a. permanently enjoining Interstate Lending, LLC from committing future violations of the Truth in Lending Act, 15 U.S.C. § 1601, et seq., Regulation Z, 12 C.F.R. § 1026, et seq., the Consumer Financial Protection Act, 12 U.S.C. § 5536, or any provision of "Federal consumer financial law" as defined by 12 U.S.C. § 5481(14);
- b. awarding other appropriate injunctive relief against Interstate Lending, LLC;
- c. awarding civil money penalties against Interstate Lending, LLC;
- d. awarding costs against Interstate Lending, LLC; and
- e. awarding additional relief as deemed just and proper.

Proceeding Time and Place

Pursuant to 12 C.F.R. § 1081.203(d), the time and place of the administrative proceeding in the above-captioned action shall be determined by the hearing officer in the scheduling order.

Time to Answer

The answer must be filed and served within ~~14~~10 days of service of this Amended Notice of Charges, in accordance with 12 C.F.R. § 1081.20~~12~~10(a).

~~September 29~~December 14, 2016

Respectfully submitted,

Anthony Alexis
Enforcement Director

David Rubenstein
Deputy Enforcement Director

~~Frank Kulbaski
Assistant Deputy Enforcement Director~~

/s/ Rebecca Coleman
Rebecca Coleman
~~Rina Tucker Harris~~Amanda Krause
Enforcement Attorneys
Consumer Financial Protection Bureau
1700 G Street, NW
Washington, DC 20552
(202) 435-7544 – Telephone
Rebecca.Coleman@cfpb.gov

*Attorneys for Consumer Financial Protection
Bureau*