

**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.

**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 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, and has been offering 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

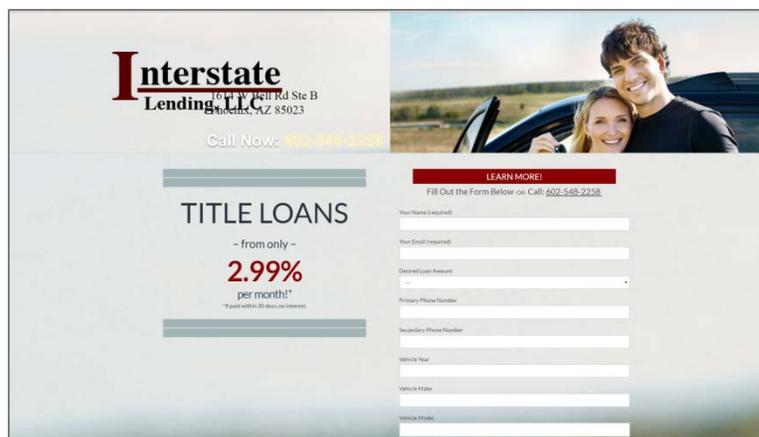
9. Section 1036(a)(1)(A) of the CFPA prohibits covered persons from offering or providing to a consumer “any financial product or service not in conformity with Federal consumer financial law,” or otherwise committing “any act or omission in violation of a Federal consumer financial law.” 12 U.S.C. § 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 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).
12. 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).
13. 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

14. Interstate Lending markets its services on the Internet at the address <http://www.interstatelending.net>.
15. On the home page of the Company's website, in large letters, the Company advertises, "TITLE LOANS from only 2.99% per month!"



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

17. The Company's Internet advertisement fails to disclose a corresponding annual percentage rate for the advertised rate of 2.99% and also fails to use the term "annual percentage rate" or its common abbreviation "APR."

18. No other page within the Interstate Lending website domain discloses the annual percentage rate that corresponds to the 2.99% financing rate advertised on the website homepage.

19. The advertisement has been displayed continuously on the Company's website since at least July 6, 2016.

Violations of Law

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

20. The allegations in paragraphs 1 – 19 are incorporated by reference.

21. Since at least July 6, 2016, Interstate Lending has been advertising a monthly interest rate of 2.99% on its website without 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. The allegations in paragraphs 1 – 19 are incorporated by reference.
23. The failure to 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. 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 days of service of this Notice of Charges, in accordance with 12 C.F.R. § 1081.201(a).

September 20, 2016

Respectfully submitted,

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