

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff, 2 U.S. Government Defendant, 3 Federal Question (U.S. Government Not a Party), 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Lists various legal categories and codes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding, 2 Removed from State Court, 3 Remanded from Appellate Court, 4 Reinstated or Reopened, 5 Transferred from Another District, 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
Brief description of cause:

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

05/11/15 10:05:44

(Place an "X" in One Box Only) () SAN FRANCISCO/OAKLAND () SAN JOSE () EUREKA

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- Date and Attorney Signature.** Date and sign the civil cover sheet.

1 ANTHONY ALEXIS (DC Bar #384545)
2 DEBORAH MORRIS (Admitted to the NY Bar)
3 MICHAEL G. SALEMI (IL Bar #6279741)
4 MELANIE HIRSCH (DC Bar #989310)
5 EDWARD KEEFE (DC Bar #490713)
6 Melanie.Hirsch@cfpb.gov
7 1700 G Street NW
8 Washington, DC 20552
9 Phone: 202-435-7944
10 Fax: 202-435-7722

11 Attorneys for Plaintiff
12 Consumer Financial Protection Bureau

13 **UNITED STATES DISTRICT COURT**
14 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

15 CONSUMER FINANCIAL
16 PROTECTION BUREAU,

17 Plaintiff,

Case No. _____

18 v.

COMPLAINT

19 NATIONWIDE BIWEEKLY
20 ADMINISTRATION, INC., LOAN
21 PAYMENT ADMINISTRATION
22 LLC, AND DANIEL S. LIPSKY,

23 Defendants.

24 The Consumer Financial Protection Bureau (“Bureau”) alleges the following against
25 Nationwide Biweekly Administration, Inc., Loan Payment Administration LLC, and their
26 founder and president, Daniel S. Lipsky (collectively, “Defendants”).

27 **INTRODUCTION**

28 1. The Bureau brings this action under the Consumer Financial Protection Act of
2010 (“CFPA”), 12 U.S.C. §§ 5531(a), 5536(a), 5564(a), 5565, and the Telemarketing and
Consumer Fraud and Abuse Prevention Act, 15 U.S.C. § 6105(d), and its implementing
regulation, the Telemarketing Sales Rule (“TSR”), 16 C.F.R. §§ 310.1-9 (2010). The Bureau

1 seeks to obtain permanent injunctive relief, restitution, civil money penalties, and other relief
2 as set forth below.

3 **JURISDICTION**

4 2. This Court has subject-matter jurisdiction over this matter because it is brought
5 under “Federal consumer financial law,” 12 U.S.C. § 5565(a)(1), presents a federal question,
6 28 U.S.C. § 1331, and is brought by an agency of the United States, 28 U.S.C. § 1345.

7 **VENUE**

8 3. Venue is proper in this district because Defendants do business here and a
9 substantial part of events or omissions giving rise to the claims occurred here. 28 U.S.C.
10 § 1391(b); 12 U.S.C. § 5564(f).

11 **INTRADISTRICT ASSIGNMENT**

12 4. Assignment to the San Francisco Division or the Oakland Division is proper
13 because Defendants have advertised and sold their products and services to consumers who
14 reside in the counties in these divisions, as well as consumers nationwide.

15 **PARTIES**

16 5. The Bureau is an independent agency of the United States charged with
17 regulating the offering and provision of consumer financial products and services under federal
18 consumer financial law. 12 U.S.C. § 5491(a). It has independent litigating authority to enforce
19 the CFPA and federal consumer financial laws, 12 U.S.C. § 5564, as well as the authority to
20 enforce the TSR with respect to the offering or provision of a consumer financial product or
21 service subject to the CFPA. 15 U.S.C. § 6105(d).

22 6. Defendant Nationwide Biweekly Administration, Inc. (“Nationwide”) is an Ohio
23 corporation based in Xenia, Ohio. Nationwide acts as a custodian of consumer funds and
24 transmits funds from consumers to their mortgage lenders or servicers, which is a consumer
25 financial product or service covered by the CFPA. 12 U.S.C. § 5481(5), (15)(A)(iv). Nationwide
26 is a “covered person” under the CFPA. 12 U.S.C. § 5481(6). Nationwide is a “seller” and
27 “telemarketer” under the TSR. 16 C.F.R. § 310.2(aa), (cc).

1 13. After Nationwide collects the setup fee, Nationwide directs subsequent extra
2 biweekly payments to the consumer's mortgage lender or servicer to be applied against the
3 loan principal.

4 14. Nationwide collects a processing fee of \$3.50 with each biweekly payment. These
5 fees amount to \$91.00 per consumer each year.

6 15. Some consumers in the IM program make weekly payments. These consumers
7 divide their monthly mortgage payment into quarters and remit one quarter to Nationwide
8 every week. Most months, these consumers will make four weekly payments. Every three
9 months, there will be a month in which five weekly payments are made.

10 16. The first two times these consumers make a fifth weekly payment in a month,
11 Nationwide keeps those payments, up to \$995, as a setup fee.

12 17. The processing fee for each weekly payment is \$1.95. These fees amount to
13 \$101.40 per consumer each year.

14 18. Some consumers in the IM program make semi-monthly payments. The amount
15 of an extra monthly payment is divided among the 24 semi-monthly debits, and Nationwide
16 keeps as a setup fee the extra funds collected in the first six months.

17 19. The processing fee for each semi-monthly payment is \$3.50. These fees amount
18 to \$84.00 per consumer each year.

19 20. From August 2011 until September 2014, Nationwide collected approximately
20 \$49 million in setup fees from consumers who enrolled in the IM program for their primary
21 mortgage. During the same period, more than 100,000 consumers enrolled in the IM program
22 for their primary mortgage.

23 21. According to Nationwide, approximately 10,000 California residents are enrolled
24 in the IM program.

25 **Advertising and Telemarketing for the Interest Minimizer Program**

26 22. Nationwide primarily advertises the IM program by sending direct mail
27 solicitations to consumers who have recently purchased homes or refinanced their mortgage
28 loans. For each mortgage, Nationwide obtains the consumer's name, the address of the

1 property, the amount of the mortgage, and the name of the mortgage originator from data
2 sources that compile publicly available real estate information. In many of Nationwide's direct
3 mail solicitations, Nationwide includes the amount of the consumer's mortgage and the name
4 of the consumer's mortgage originator.

5 23. Between January 2012 and July 2014, Nationwide sent more than 33.5 million
6 mailers to consumers across the United States, including 5.2 million to consumers in
7 California. It sends mailers both under its own name and under the name of LPA.

8 24. Nationwide also advertises via several websites, including interestminimizer.com,
9 which feature numerous videos of Lipsky explaining Nationwide's IM program.

10 25. In September 2014, a paid infomercial advertising Nationwide's IM program,
11 featuring Lipsky, was aired on Lifetime television across the United States. This infomercial
12 also appears on Nationwide's website.

13 26. Nationwide's marketing, including mailers sent under LPA's name, directs
14 consumers to call Nationwide's call center to learn more about the program. Consumers who
15 call Nationwide's call center speak to a Nationwide sales representative who uses a
16 telemarketing sales script. Nationwide directs its sales representatives to follow the script word
17 for word.

18 27. In mailers, sales scripts, and other marketing materials Nationwide distributes to
19 consumers, and in mailers LPA distributes to consumers, Nationwide and LPA represent to
20 consumers that Nationwide is a consumer advocate that is acting in their interest.

21 **Defendants' Representations About Consumer Savings**

22 28. In mailers, sales scripts, and other marketing materials Nationwide distributes to
23 consumers, and in mailers LPA distributes to consumers, Nationwide and LPA misrepresent
24 the savings consumers will purportedly achieve under the IM program.

25 29. In mailers, sales scripts, and other marketing materials Nationwide distributes to
26 consumers, and in mailers LPA distributes to consumers, Nationwide and LPA guarantee that
27 consumers will save money. For example, many mailers state: "Am I guaranteed to save
28 money? Yes! We provide a 100% SAVINGS GUARANTEE."

1 30. Some Nationwide and LPA mailers, using the consumer’s actual loan amount and
2 a sample interest rate, claim consumers will achieve “Monthly Interest Savings” and total
3 “Interest Savings” of specific amounts.

4 31. In reality, consumers will not begin to save the “Monthly Interest Savings”
5 amount upon enrollment. Rather, the “Monthly Interest Savings” Nationwide and LPA promise
6 are an average over the life of the loan, assuming the consumer stays in the program until the
7 mortgage is paid off.

8 32. Other Nationwide communications to consumers expressly or impliedly
9 represent that consumers will achieve immediate interest savings by enrolling in the IM
10 program. For example, the company sends contract documents to consumers with cover emails
11 containing statements like “soon you will be . . . saving thousands of dollars in unnecessary
12 payments.”

13 33. In reality, consumers who enroll will not “soon” be saving thousands of dollars.
14 For the first several years of consumers’ enrollment in the IM program, typical consumers pay
15 more in fees to Nationwide than they save through the program, and they will not save the
16 “monthly” amounts promised by Nationwide until they are nearly halfway through their loan
17 term. Most of the promised savings will not be realized until the last years of the loan.

18 34. According to Nationwide, in 2013, the median consumer using the IM program
19 for a thirty-year fixed-rate mortgage had a mortgage loan of \$160,204 and an interest rate of
20 4.125%. A biweekly consumer in the IM program with those loan terms will not save enough to
21 recoup the fees she has paid Nationwide until she is nine years into the program. By that point,
22 she will have paid more than \$1,200 in fees to Nationwide. A biweekly consumer in the IM
23 program with those loan terms will not realize “Monthly Interest Savings” of the type
24 advertised by Nationwide until she has been enrolled in the program for approximately 14
25 years. She will not realize half of the total savings Defendants promise until she has been
26 enrolled for more than 20 years.

1 35. A substantial number of consumers will not stay in the program long enough to
2 achieve any savings. Only 25% of the consumers enrolled in the IM program on December 31,
3 2014, had been enrolled for longer than four years.

4 36. In mailers, sales scripts, and other marketing materials Nationwide distributes to
5 consumers, and in mailers LPA distributes to consumers, Nationwide and LPA misrepresent
6 the aggregate amount Nationwide's customers have saved. For example, in Nationwide's
7 Lifetime infomercial aired in 2014, Lipsky claimed, "last year alone we helped our customers
8 eliminate over \$161 million in interest charges."

9 37. Nationwide's customers did not save \$161 million in interest charges in 2013.

10 **Defendants' Representations That Consumers Will Achieve Savings Without**
11 **Paying More**

12 38. In mailers and other marketing materials Nationwide distributes to consumers,
13 and in mailers LPA distributes to consumers, Nationwide and LPA falsely claim that
14 consumers enrolled in the IM program will achieve savings without paying more.

15 39. For example, one Nationwide mailer claims that "you do not increase your
16 monthly payment" and that savings are realized "without increasing the amount of your
17 monthly payment." In one video on Nationwide's website, Lipsky states, "you're not increasing
18 your payment. You're just switching to a smaller biweekly or weekly amount."

19 40. In fact, consumers enrolled in the IM program increase their monthly payment
20 by paying processing fees for each debit to Nationwide and by making additional biweekly
21 payments that Nationwide either collects as a setup fee or remits to the consumer's mortgage
22 lender or servicer.

23 **Defendants' Representations That Consumers Cannot Achieve Similar Savings**
24 **Without the IM Program**

25 41. Nationwide falsely represents that consumers cannot achieve the same savings
26 without the IM program, by telling consumers that their mortgage lenders or servicers will not
27 accept biweekly payments directly from consumers and that they will fail if they attempt to
28 make additional principal payments on their own.

1 42. In telemarketing calls, when consumers ask Nationwide’s sales representatives if
2 they can pay biweekly to their servicers on their own, Nationwide’s sales scripts require the
3 representative to respond, “No, lenders require mortgages to be remitted monthly and will not
4 accept a biweekly payment.”

5 43. For some consumers, this representation is false; some mortgage lenders and
6 servicers accept biweekly payments directly from consumers.

7 44. All consumers can also achieve the same interest savings promised by the IM
8 program on their own, simply by making an extra principal payment, in the amount of their
9 monthly mortgage payment, annually to their mortgage lender or servicer.

10 45. In mailers, sales scripts, and other marketing materials Nationwide distributes to
11 consumers, and in mailers LPA distributes to consumers, Nationwide and LPA tell consumers
12 that they will fail to make extra principal payments on their own, based on a survey
13 purportedly finding that former Nationwide consumers who tried to make extra payments on
14 their own had “a 99% failure rate.”

15 46. The actual results of this survey, which was conducted by Nationwide’s customer
16 service department, do not support the assertion that former Nationwide consumers who tried
17 to make extra payments on their own had a 99% failure rate.

18 **Defendants’ Representations and Omissions About the Cost of the IM Program**

19 47. In mailers and other marketing materials Nationwide distributes to consumers,
20 and in mailers LPA distributes to consumers, Nationwide and LPA falsely claim that
21 consumers’ extra payments every year “are directed 100% to the principal of the loan.”

22 48. This statement is false, because Nationwide keeps consumers’ first extra payment
23 (up to \$995) as the setup fee. Nationwide does not direct this payment to the principal of the
24 loan.

25 49. Nationwide’s and LPA’s mailers generally do not mention a setup fee. Nationwide
26 does not disclose the existence of the setup fee on the portions of Nationwide’s website that
27 explain how the program works or in the Lifetime infomercial aired in September 2014 and
28 posted on Nationwide’s website.

1 50. When consumers ask Nationwide’s sales representatives how much the IM
2 program costs, some of Nationwide’s scripts direct the sales representative to redirect the
3 consumer. Other scripts instruct sales representatives to mention the setup fee only if
4 consumers “persist to ask about fees.”

5 51. Nationwide’s telemarketing sales scripts do not directly state the dollar amount
6 of the setup fee.

7 **Defendants’ Representation of Affiliation with Mortgage Servicers or Lenders**

8 52. In mailers Nationwide and LPA distribute to consumers, and during phone calls
9 consumers make to Nationwide’s call center, Nationwide and LPA expressly or impliedly
10 misrepresent that Nationwide is affiliated with consumers’ mortgage lenders or servicers.

11 53. Nationwide is not affiliated with any mortgage lender or servicer.

12 54. When consumers who call Nationwide’s call center ask if Nationwide is affiliated
13 with their mortgage lenders or servicers, Nationwide’s sales scripts misrepresent Nationwide’s
14 affiliation with consumers’ mortgage lenders or servicers. For example, in one script, when
15 consumers ask, “Do you work with/affiliated with my lender?” sales representatives were
16 instructed, “Do NOT say ‘No’” – when the accurate answer is “No.”

17 55. When consumers who call Nationwide’s call center ask if Nationwide is affiliated
18 with their mortgage lenders or servicers, Nationwide’s sales scripts direct its sales
19 representatives to tell consumers that Nationwide has a “working relationship” with their
20 mortgage lenders or servicers.

21 56. In fact, this “working relationship” consists solely of Nationwide’s submitting
22 consumers’ payments to their mortgage lenders and servicers, without any agreement with or
23 involvement by the mortgage lenders or servicers.

24 **COUNT I**

25 **(Against Nationwide and Lipsky)**

26 **Abusive Acts or Practices in Violation the CFPA**

27 57. The allegations in paragraphs 1-56 are incorporated here by reference.
28

1 58. Nationwide and Lipsky guarantee to consumers that they will save money if they
2 enroll in the IM program.

3 59. During the first several years in which consumers are enrolled in the IM program,
4 consumers will pay more in fees to Nationwide than they will save through the program.

5 60. Nationwide and Lipsky know that a substantial number of consumers will leave
6 the IM program prior to saving any money.

7 61. Consumers are unlikely to understand that during the first several years of
8 enrollment in the IM program, they will pay more in fees to Nationwide than they will save.

9 62. In numerous instances, in connection with offering or providing consumer
10 financial products or services, Nationwide and Lipsky have taken unreasonable advantage of
11 consumers' lack of understanding of the material risks, costs, or conditions of the IM program.

12 63. Nationwide and Lipsky's acts and practices are abusive under the CFPA. 12 U.S.C.
13 § 5531(d)(2)(A). Because Nationwide and Lipsky are both "covered persons," their conduct is
14 unlawful under Sections 1031(a) and 1036(a)(1) of the CFPA, 12 U.S.C. §§ 5531(a), 5536(a)(1).

15 **COUNT II**

16 **(Against All Defendants)**

17 **Deceptive Acts or Practices in Violation of the CFPA**

18 64. The allegations in paragraphs 1-63 are incorporated here by reference.

19 65. In numerous instances, in connection with offering or providing consumer
20 financial products or services, Defendants have misrepresented, directly or by implication:

- 21 a. the amount that consumers will save and when they will achieve such
- 22 savings through the IM program;
- 23 b. that consumers will realize savings without increasing the amount they
- 24 pay each month;
- 25 c. that consumers cannot achieve the same savings without the IM program;
- 26 d. the amount and existence of the IM program's setup fee; and
- 27 e. that Nationwide is affiliated with consumers' mortgage servicers or
- 28 lenders.

1 offers to provide, or arranges for others to provide goods or services to customers in exchange
2 for consideration.

3 70. Lipsky is a “seller” as defined by the TSR, 16 C.F.R. § 310.2(aa), because, in
4 connection with a telemarketing transaction, he arranges for Nationwide to provide goods or
5 services to customers in exchange for consideration.

6 71. In numerous instances, Nationwide has:

- 7 a. before a consumer consents to pay for the IM program, failed to disclose
- 8 truthfully and in a clear and conspicuous manner the total cost of enrolling
- 9 in the IM program;
- 10 b. misrepresented, directly or by implication, the total cost of enrolling in the
- 11 IM program;
- 12 c. misrepresented, directly or by implication, material aspects of the
- 13 performance, efficacy, nature, or central characteristics of the IM program,
- 14 including the amount that consumers will save, when they will achieve
- 15 such savings, and that consumers will achieve savings without paying
- 16 more each month;
- 17 d. misrepresented, directly or by implication, that Nationwide is affiliated
- 18 with consumers’ mortgage servicers or lenders; and
- 19 e. made false or misleading statements to induce consumers to pay for the
- 20 IM program.

21 72. Therefore, Nationwide and Lipsky have engaged in deceptive telemarketing acts
22 and practices in violation of the TSR. 16 C.F.R. § 310.3(a)(1)(i); (a)(2)(i); (a)(2)(iii); (a)(2)(vii);
23 (a)(4).

24 **COUNT IV**

25 **(Against Nationwide and Lipsky)**

26 **Deceptive Telemarketing Acts or Practices in Violation of the CFPA**

27 73. The allegations in paragraphs 1-72 are incorporated here by reference.
28

1 74. 15 U.S.C. § 6102(c)(2) provides that a violation of the TSR that is committed by a
2 person subject to the CFPA shall be treated as a violation of a rule under Section 1031 of the
3 CFPA, 12 U.S.C. § 5531, regarding unfair, deceptive, or abusive acts or practices.

4 75. Because Nationwide and Lipsky violated the TSR and are “covered persons”
5 under the CFPA, they also violated Section 1031 of the CFPA. 12 U.S.C. §§ 5531(a), 5536(a).

6 **DEMAND FOR RELIEF**

7 WHEREFORE, the Bureau requests that the Court:

8 a. Permanently enjoin Defendants from committing future violations of the CFPA,
9 12 U.S.C. §§ 5531, 5536, and the TSR, 16 C.F.R. § 310.3;

10 b. Award such relief as the Court finds necessary to redress injury to consumers
11 resulting from Defendants’ violations of the CFPA and TSR, including, but not limited to,
12 refund of fees paid, restitution, disgorgement or compensation for unjust enrichment, and
13 payment of damages;

14 c. Impose civil money penalties against Defendants;

15 d. Award Plaintiff the costs of bringing this action; and

16 e. Award other and additional relief as the Court may determine to be just and
17 proper.

18 Dated: May 11, 2015

19 Respectfully submitted,

20 ANTHONY ALEXIS
21 Enforcement Director

22 DEBORAH MORRIS
23 Deputy Enforcement Director

24 MICHAEL G. SALEMI
25 Assistant Litigation Deputy

26 _____
27 Melanie Hirsch
28 melanie.hirsch@cfpb.gov
202-435-7944

Edward Keefe
edward.keefe@cfpb.gov
202-435-9198
Enforcement Attorneys

Consumer Financial Protection Bureau
1700 G Street NW
Washington, DC 20552

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