

Complaint

IN THE MATTER OF

WE GIVE LOANS, INC.CONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF THE TRUTH IN LENDING ACT

*Docket C-4232; File No. 072 3205
Complaint, September 3, 2008 – Decision, September 3, 2008*

This consent order addresses payday loan advertisements disseminated by We Give Loans, Inc. The advertisements failed to disclose the annual percentage rate for these loans. The order prohibits the respondent, in any advertisement of consumer credit, from stating the amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the terms required by the Truth in Lending Act and its implementing Regulation Z, including the amount or percentage of the down payment, the terms of repayment, and the annual percentage rate. The respondent is prohibited from stating a rate of finance charge without stating it as an annual percentage rate. The respondent is also prohibited from failing to comply in any other respect with the Truth in Lending Act or Regulation Z. Additional provisions of the order include requirements that the respondent retain documents, to ensure compliance with the proposed order; distribute copies of the order to various principals, officers, directors, and managers, and all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of the order; notify the Commission of any changes in its corporate structure that might affect compliance with the order; and file with the Commission one or more reports detailing compliance with the order.

Participants

For the *Commission*: *Beverly Childs, Thomas B. Pahl, Cara Petersen, Peggy L. Twohig, and Quisaira Whitney.*

For the *Respondent*: *Glen Trudel, Connolly Bove Lodge & Hutz LLP.*

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COMPLAINT

The Federal Trade Commission, having reason to believe that We Give Loans, Inc., a Delaware corporation (“respondent”) has violated the provisions of the Truth in Lending Act, 15 U.S.C. §§ 1601-1667, as amended, and its implementing Regulation Z, 12 C.F.R. § 226, as amended, and it appearing to the Commission that this proceeding is in the public interest, alleges:

1. Respondent We Give Loans, Inc., is a Delaware corporation with its principal office or place of business at 2300 Lincoln Avenue, Apt. 201, Cloquet, MN 55720. We Give Loans, Inc. does business primarily through the website WeGiveLoans.com, but also operates under various other websites including but not limited to 1200Today.com.

2. Respondent has disseminated advertisements to the public that promote extensions of closed-end credit in consumer credit transactions, as the terms “advertisement,” “credit,” “closed-end credit,” and “consumer credit” are defined in Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended.

3. Respondent advertises credit to consumers in the form of payday loans. Credit is defined as “the right to defer payment of debt or to incur debt and defer its payment.” Section 226.2 of Regulation Z, 12 C.F.R. § 226.2, as amended. Credit includes “a transaction in which a cash advance is made to a consumer in exchange for the consumer’s personal check, or in exchange for the consumer’s authorization to debit the consumer’s deposit account, and where the parties agree either that the check will not be cashed or deposited, or that the consumer’s deposit account will not be debited, until a designated future date. This type of transaction is often referred to as a ‘payday loan’ or ‘payday advance’ or ‘deferred-presentment loan.’” Comment 2 to Section 226.2(a)(14) of the Official Staff Commentary to Regulation Z; 12 C.F.R. Section 226.2(a)(14)-2, Supp.1, as amended. Payday loans have high rates and short repayment periods; they are often

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due on the borrower's next payday, usually about every two weeks.

4. Respondent has disseminated or has caused to be disseminated payday loan advertisements on the Internet, including but not necessarily limited to the attached Exhibits 1 and 2. Respondent collects information from consumers, called leads, through its online application, and then provides this information to lenders that ultimately offer payday loans to the consumers. Respondent is paid by the payday lenders for generating these consumer leads.

5. The WeGiveLoans.com advertisement attached as Exhibit 1 states that We Give Loans provides borrowers with the means to "shop and compare more than 100 pay day lenders side by side."

A. This advertisement states that a payday lender's fee is "typically \$10-\$25 per \$100 borrowed," and the lender will debit your account for the fees it is owed on a "pre-agreed date (usually your next pay date)."

B. The WeGiveLoans.com advertisement states that payday loan "fees are based on a per \$100 borrowed basis. The lowest fee in [We Give Loan's] network is just \$10 per \$100 borrowed. The average is \$15 per \$100."

C. This advertisement also provides an interactive "payday loan calculator" that provides the total amount of fees due depending on how many payments it takes to pay off the loan. For example, the calculator shows that a \$100 loan that has a \$20 fee when the loan is paid off in full in a single payment will increase to \$30 in fees when the loan is paid off over 2 payments, \$41 in fees when the loan is paid off over 3 payments, and \$50 in fees when the loan is paid off over 4 payments.

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6. The 1200Today.com advertisement attached as Exhibit 2 states that “[y]ou may qualify for up to \$1,200 from a single lender” and that 1200Today.com will “match you with up to four different lenders.”

A. This advertisement states that the “lowest fee available in [1200Today.com’s] network of lenders is just \$10 per \$100 borrowed. The average is between \$10 and \$20 per \$100 borrowed.”

B. The 1200Today.com advertisement also states that payments are typically due on your next pay date.

7. On a \$100 loan with a \$10 fee, repayable in a typical pay period of 14 days, the APR would be 260%. On a \$100 loan with a \$15 fee repayable in a typical pay period of 14 days, the APR would be 391%. A \$100 loan with a \$20 fee, repayable in a typical pay period of 14 days, would have an APR of 521%.

Failure to Disclose Information Required by TILA

8. In credit advertisements, including but not necessarily limited to Exhibits 1 and 2, respondent has stated the number of payments or period of repayment and/or the amount of any finance charge, as terms for obtaining consumer credit in the form of a payday loan.

9. These advertisements have failed to disclose the “annual percentage rate” or “APR” using that term as required by Regulation Z.

10. Respondent’s practices have violated Section 144 of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1664, and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c).

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THEREFORE, the Federal Trade Commission this third day of September, 2008, has issued this complaint against respondent.

By the Commission.

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EXHIBIT 1

Loans for; Auto, Home, Payday, and Personal Loan Needs - We Give Loans

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You are here: "Loans" - Main

Loans for; Auto, Home, Payday, and Personal Loan Needs

Easy Loan Approval



We Give Loans provides; online loan services throughout the USA, and in Canada. Borrowers can shop and compare more than 800 lenders side by side. Then, securely apply online for their; auto, home, payday, and personal loan needs. Most of our loan approvals are instant, so many borrowers receive their money the same day.

Make sure you get the best rate and terms available anywhere. Tell us about your borrowing needs with our "Get Matched" online application. We'll instantly display a side by side comparison of the top six or so lenders matching your needs. Compare the rates, terms, and other key details. Then, apply for the best loan or loans for you.

Loan Features

- Secure
- 100% Online
- 24/7 Support
- Bad Credit ok
- 800+ Lenders
- USA & Canada
- Easy Approval
- Instant Results

Home Loans

Compare home loan offers. Programs for: purchase, refinance, home equity, second mortgage, and home equity line of credit needs. Bad credit ok.

Payday Loans

Take up to 10 pay-periods to repay. Receive up to \$1000 in one hour, or \$1500 by tomorrow. No credit check, fax or faxing required. Safe and secure.

Personal Loans

Unsecured personal loan amounts from \$1500 to \$35,000. Instant online results, funds as-quick-as tomorrow. Offers for Renters and Homeowners with fair + credit.

Auto Loans

Online auto loan approvals up to \$100,000. Programs for new, used, purchase, refinance, dealer, and private party transactions. Bad credit ok. You can receive your funds by tomorrow. Oh yeah, motorcycle loans too.

Credit Cards

Instant credit card approvals. Limits up to \$100,000. Discover, Visa, MasterCard, and American Express. Card offers for; personal, business, student, unsecured, secured, and prepaid cards. Bad credit & no credit ok.

Credit Services

Find credit service companies that provide: debt help, debt consolidation loans, debt management, credit counseling, and credit monitoring services. Also, information on how to obtain a free credit report with score.

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Online Payday Loans, and Cash Advance Loan Services

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You are here: [Logout](#) > ["Payday Loans"](#) - MainOnline Payday Loans, and Cash Advance Loan Services
Take up to 10 Pay-Periods to Repay.**Payday Qualifications**

18+ years old.

US or Canadian citizen.

Have a checking or savings account.

Receive \$800+ per month from all sources combined (before deductions)

APPLY NOW

We Give Loans provides: online **payday loans**, **bad credit personal loans**, and **cash advance loan services** throughout the USA, and in Canada. Borrowers can shop and compare more than 100 pay day lenders side by side. Then, when they're ready, **apply online securely**. Most of our loan approvals **are instant**, so borrowers can receive their money within one hour, or by the next day.

Make sure you get the lowest fees, and best pay day loan terms available anywhere. Tell us about your unique payday loan needs with our **online application form**. We'll instantly display a side by side comparison of the top six or so payday lenders matching your needs. Compare the fees, terms, and other important loan details. Then, apply for the best payday loan or loans for your needs. Safe and secure services.

Payday Loan Services

- Confidential
- 100% online
- \$100 - \$1500
- Fast & secure
- **No credit check**
- 100% faxless
- No fax or faxing
- 100+ lenders
- USA & Canada
- Easy approval
- Instant results
- Cash deposited **in one hour -or- by tomorrow.**

Payday Loan Resources

- [Online Application](#)
- [Payday Loan FAQ](#)
- [Payday Loan Example](#)
- [Payday Loan Calculator](#)
- [How a Payday Loan Works](#)

What's a "Payday Loan"?

A **Payday loan** is a short term loan that's based entirely on your source of income. With pay day loans, your source of income is your credit. For this reason no credit check or credit history is required. You simply provide who you are, what your source of income is, and where you want the money deposited. Borrowers can receive up to \$1000 in one hour, or as-much-as \$1500 by tomorrow. Cash advance services are convenient, quick, hassle free, and always confidential.

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Online Payday Loan Application - We Give Loans

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Online Payday Loan Application
Take up to 10 Pay-Periods to Repay!You are here: [Loans](#) > [Payday Loans](#) - Main > "Online Payday Loan Application"

Payday Loan Qualifications and Requirements are: You Must

- Be at least 18 years old and a resident of the USA or Canada.
- Have a checking or savings account.
- Earn at least \$800 per month (before deductions) from all sources combined.

*No a bank account? Consider a [personal loan](#).

Benefits of a Payday Loan

- No Fax or Filing Required
- Fast and Easy Approval -
- No Credit Check Required
- Confidential and Secure -
- 100% Online
- Money in Your Account within 1 to 24 Hours

Step-1 Complete the secure online payday loan application below.**Step-2** We'll instantly search our database of more than 100 payday lenders. Then display which lenders match your loan requirements, and can approve your loan.**Step-3** Compare the offers you matched with, and apply to the one (s) best for you.

State you live in. Select Canada if you live in Canada. Select - One

How much would you like to borrow? \$100 - \$1500 ☐ Select - One

How fast do you need to receive the money? ☐ Select - One

How often do you get paid or receive your benefits? ☐ Select - One

How many pay-periods would you like to pay the loan back in? ☐ Select - One

Estimated total MONTHLY earnings before deductions? ☐ Select - One

Is your paycheck or benefits electronically (directly) deposited to your account? ☐ Select - One

Do you have a checking account? ☐ Select - One

First Name

Last Name

(No SPAM) see our policy below. Email Address

Re-type Email Address

For increased security, please type the image code. 

Within 5 seconds of clicking submit, the top lenders that matched your requirements will display on-screen for you to review. By clicking "Submit - Find Matching Lenders" you are not submitting a loan application. You are requesting that we compare more than 100 payday lenders with your needs, and display the results.

(NO SPAM) We will not share the results of your search with anyone other than yourself and authorized employees of WeGiveLoans.com. All of your information, including your name and email address will never be sold, rented, traded or otherwise be made available to anyone for any reason. We guarantee it! For more details view our [privacy](#) and [security](#) policies.

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[Auto Loans](#) | [Credit Cards](#) | [Home Loans](#) | [Payday Loans](#) | [Personal Loans](#) | [Credit Services](#)

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Payday Loan FAQ- Answers to Your Payday Loan Questions

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Payday Loan FAQ - Answers to Your Payday Loan Questions

You are here: Loans > Payday Loans - Main > "Frequently Asked Questions"

Payday Loan Resources

- [Online Application](#)
- [Payday Loan FAQ](#)
- [Payday Loan Example](#)
- [Payday Loan Calculator](#)
- [How Payday Loans Work](#)

APPLY NOW

- **Payday Loan** - What is a payday loan?
- **Alternatives** - What are the alternatives to a payday loan?
- **Application** - How do I apply?
- **Approval** - When will I know if I'm approved?
- **Credit Check** - Is there a credit check?
- **Faxing** - Will I need to fax anything, or is it faxless?
- **Fees - Cost** - What are the fees? How much will it cost?
- **How Fast** - How quick can I receive my cash?
- **Loan Amount** - How much can I borrow?
- **Payment** - How much, and when will my payment be due?
- **Qualifications** - What are the qualifications?
- **Security** - Is my information safe and secure?

What's a "Payday Loan"?

A **Payday loan** is a short term loan that's based entirely on your source of income. With payday loans, your job or source of income is your credit. For this reason no credit check or credit history is required. You simply provide who you are, what your source of income is, and where you want the money deposited.

Payday Loan Alternatives

Payday loans are best used to take care of a temporary emergency need or cash flow crises. One alternative is a personal loan. If you have fair or better credit you could borrow up to \$35000 with repayment terms of up to seven years. If your credit is poor, and you know it, consider borrowing from friends and family as an alternative.

How do I Apply?

By using our [online payday loan application](#).

When will I know if I'm approved?

In most cases, you'll know instantly. In a few instances you will receive an email or call within one hour. You will always be provided with instant notification of whether your loan is approved, declined, or when to expect an email or call.

Is there a credit check?

No. Apply Now

Will I need to fax anything?

Odds are no. No fax or faxing is required from more than 90% of the lenders in our network. Some lenders that can deposit the money into your account within one hour may require some faxing.

What are the fees?

The fees are based on a per \$100 borrowed basis. The lowest fee in our network is just \$10 per \$100 borrowed. The average is \$15 per \$100. You'll always know what your fees are before accepting a loan.

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<http://www.wegiveloans.com/pdy/faq>

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Payday Loan Example - We Give Loans

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Payday Loan Example

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- [Payday Loan Calculator](#)
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- [How Payday Loans Work](#)

[APPLY NOW](#)

Payday Loan Example

Here's an actual example of a payday loan and how it's paid back. OK, you've submitted our get matched online [payday loan application](#), selected your lender, and completed their online application. Your loan approval was instant, you reviewed the terms, and accepted the loan.

Let's assume that you borrowed \$500, and after using our helpful [payday loan calculator](#), decided that you want to pay the loan off in a single payment. We'll also assume that you were matched with and selected one of the lowest fee lenders in the network with a fee of just \$10 per \$100 borrowed.

Since the fee in this scenario was \$10 per \$100 borrowed, and you borrowed \$500. That's $\$10 \times 5 = \50 in total fees.

On the pre-agreed date (usually your next pay date) the lender will debit your account for the \$50 in fees they are owed. Generally that's all they're going to take out, just the fee. Unless you state specifically otherwise when completing the lenders application.

In most cases you will have to tell the lender how much additional monies you want debited from your account, to reduce or payoff the loan balance. In this example you wanted to pay the loan off in a single payment. So the total amount needed to be debited from your account is \$550. The \$500 that you borrowed and the lender fee of \$50. To run and check multiple loan payment strategies, try out our [payday loan calculator](#).

[Apply for a Payday Loan](#) | [Payday Loan FAQ](#) | [How the Loans Work](#)

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How a Payday Loan Works - We Give Loans

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- [How Payday Loans Work](#)

APPLY NOW:**How a Payday Loan Works**

Consumers looking for an emergency loan of \$100 - \$1500 without the hassles of a credit check or mounds of paperwork, turn to payday lenders who are willing to take the risk on a short term loan. Typically these loans are for a period of four to sixty days.

Payday lenders agree to deposit the \$100 - \$1500 loan into the borrowers checking or savings account, usually the same or next day. The borrowers agree to let the lender debit their account on specific future dates (almost always the date the borrower receives their income) for a specific minimum amount (usually just the fee). Borrowers get the emergency funds when they need them without hassles, and lenders receive their fee (typically \$10 - \$25 per \$100 borrowed) for giving the short term loan.

Borrowers should pay these loans off as quick as possible. If stretched out more than four pay-periods or so, the fees add up.

A Borrower applies for a payday loan by providing very basic information to the lender. Typically the list looks like this:

The borrowers; name, address, phone numbers, and email address.

Some yes/no questions like: do you receive at least \$800 per month income? Do you have a checking or savings account?

Information to confirm the borrowers identity (to comply with the patriot act) such as date of birth and social security number.

Lastly, the lender will need the banks routing number and the account number that the money should be deposited into. This is also the account the lender will use to debit the money from later.

[Apply for a Payday Loan](#) | [Payday Loan FAQ](#) | [Payday Loan Example](#)

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Payday Loan Calculator - We Give Loans

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Payday Loan Calculator

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Payday

Qualifications

To qualify, you must:

Be 18+ years of age.

US or Canadian citizen.

Have a checking or savings account.

Receive \$800+ per month from all income sources combined (before deductions)

APPLY NOW!

The **payday loan calculator** below calculates: minimum payments, total fees, and shows how to pay your payday loan off in a set number of payments, saving you money.

100	\$20 - Average+	Calc
*Min. payment	20	*fe e only payment
Pay loan off in:		Total fees
1 payment of 120		20
or 2 payments of 70-60		30
or 3 payments of 54-47-40		41
or 4 payments of 45-40-35-30		50

As you can see, the longer it takes to pay a loan off, the more it costs. **IMPORTANT** see the calculator advice section below for more information and advice.

Payday Loan Service

- Confidential
- 100% online
- \$100 - \$1500
- Fast & secure
- No credit check
- 100% faxless
- No fax or faxing
- 100+ lenders
- USA & Canada
- Easy approval
- Instant results
- **Cash deposited in one hour -or- by tomorrow.**

Payday Loan Resources

- [Online Application](#)
- [Payday Loan FAQ](#)
- [Payday Loan Example](#)
- [Payday Loan Calculator](#)
- [How a Payday Loan Works](#)

Payment Calculator Advice

Lenders only require you pay the minimum payment, and allow you to make more than four payments. Our advice is this; if you won't be able to pay your payday loan off in four payments or less, don't get a payday loan. It just costs too much over an extended time. Consider a personal loan, or other source of funds such as friends, or family.

The calculator above is for illustration purposes only. Your payments may be more or less than what's shown above depending on multiple factors. Know what the terms of a loan are before accepting one.

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We Give Loans - How to Contact Us Page 1 of 1

We Give Loans
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Contact We Give Loans using any of the methods below. To learn more about a specific type of loan online, follow the appropriate link.

- [Auto Loans](#)
- [Credit Cards](#)
- [Credit Services](#)
- [Home Loans](#)
- [General Loan Questions](#)

Online: 24/7

Subject: _____

Question or Comment: _____

First Name: _____

Last Name: _____

Email: _____

Verify Email: Enter security code from left.

By Phone: 1 (800) 985-5110
M-F 8am - 7pm EST

By mail, write to:
We Give Loans, Inc.
40 E. Main Street
#800
Newark, DE, 19711

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<http://www.wegiveloans.com/about/contact.php> 12/28/2007

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EXHIBIT 2

1200 Today

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Receive up to \$1200 Cash Today
 10 Pay-Periods to Repay Funds
 No Credit Check and No Faxing
 Checking or Savings Accounts OK
 Instant Response
 Direct Deposit Not Required
 Funds in as Fast as 1 Hour

[Borrowers Release](#) [FAQ](#) [Contact Us](#)

1200Today.com

To qualify you must...
 Have a checking or savings account
 Be a U.S. Citizen at least 18 years old
 Receive at least \$800 per month income. (employed, retired, receiving benefits - all OK)

Step 1 - Complete the secure form below.

For security, please enter the 4-digit code displayed

State where you live?

How much would you like to borrow?

of pay-periods you would like to pay the loan back in?

How is your pay or benefits deposited into your bank?

How often do you receive your pay or benefits?

Estimated total MONTHLY earnings before deductions?

First name

Last name

Email address (NO SPAM - see our policy below)

Please retype the e-mail address

Within seconds of clicking submit, the top few lenders matching your requirements will display on-screen. By clicking "Submit - Find Matching Lenders" you are not submitting an application. You are requesting that we compare more than 100 lenders with your needs, and display the matching results on-screen for you to see and compare. Then you, simply choose which lender or lenders to submit your application to.

(NO SPAM) We will not share the results of your search with anyone other than yourself and authorized employees of 1200Today.com. All of your information, including your name and email address will never be sold, rented, traded or otherwise be made available to anyone for any reason. We guarantee it! For more details view our [privacy policy](#).

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1200 Today

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[Bookmark this page](#) [FAQ](#) [Contact Us](#)**Frequently Asked Questions** revised 02-01-2007**How much can I qualify for?**

You may qualify for up to \$1,200 from a single lender. We will match you with up to four different lenders. We suggest that if you do not get approved for all of the funds that you need from a single lender, that you accept what you are approved for, and apply with another lender that we matched you with to obtain the balance of funds that you need. [Apply Now](#)

When do I have to pay it back?

You will have up to ten pay-periods to pay off your loan. Typically payments will start on your next pay date that is at least four days away from when you apply. Specific dates can be obtained by reviewing the terms of your loan provided by your lender.

How long does approval take?

Most approvals are instant, some approvals may take up to an hour. It depends on the programs of the lender (s) that you select and are qualified for. [Apply Now](#)

How fast will I receive my funds?

Depending on the program and lender (s) that you select and are qualified for, you could receive your funds in as-soon-as a few minutes from now, or it may take a full 24 hours. Many borrowers receive their funds within hours of applying.

How much is the cost or fee?

You will always know your fee before you accept your loan terms. The lowest fee available in our network of lenders is just \$10 per \$100 borrowed. The average is between \$10 and \$20 per \$100 borrowed. [Apply Now](#)

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Online: 24/7

Subject:

Question or
Comment:

First Name:

Last Name:

Email:

Verify Email:

Enter security code from left.

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By Phone:

1 (800) 985-5110
M-F 9am - 7pm EST

By mail, write to:

1200Today.com
40 E. Main Street
#800
Newark, DE, 19711

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Decision and Order

DECISION AND ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of the respondent named in the caption hereof, and the respondent having been furnished thereafter with a copy of a draft complaint which the Bureau of Consumer Protection proposed to present to the Commission for its consideration and which, if issued by the Commission, would charge the respondent with violation of the Truth in Lending Act and its implementing Regulation Z; and

The respondent and counsel for the Federal Trade Commission having thereafter executed an agreement containing a consent order, an admission by the respondent of all jurisdictional facts set forth in the aforesaid draft of complaint, a statement that the signing of said agreement is for settlement purposes only and does not constitute an admission by the respondent that the law has been violated as alleged in the complaint, or that the facts as alleged in such complaint, other than jurisdictional facts, are true, and waivers and other provisions as required by the Commission's Rules; and

The Commission having thereafter considered the matter and having determined that it had reason to believe that the respondent has violated the Truth in Lending Act and its implementing Regulation Z, and that complaint should issue stating its charges in that respect, and having thereupon accepted the executed consent agreement and placed such agreement on the public record for a period of thirty (30) days, and having duly considered the comments received from interested persons, now in further conformity with the procedure prescribed in § 2.34 of its Rules, the Commission hereby issues its complaint, makes the following jurisdictional findings and enters the following order:

1. Respondent We Give Loans, Inc. is a corporation with its principal office or place of business at 2300 Lincoln Avenue, Apt. 201, Cloquet, MN 55720. We Give Loans, Inc. does business

Decision and Order

primarily through the website WeGiveLoans.com, but also operates under various other websites including but not limited to 1200Today.com.

2. The Federal Trade Commission has jurisdiction of the subject matter of this proceeding and of the respondent, and the proceeding is in the public interest.

ORDER**DEFINITIONS**

For purposes of this order, the following definitions shall apply:

1. “Advertisement” shall mean a commercial message in any medium that promotes, directly or indirectly, a credit transaction.
2. “Consumer” means a cardholder or a natural person to whom consumer credit is offered or extended. The term also includes a natural person in whose principal dwelling a security interest is or will be retained or acquired, if that person’s ownership interest in the dwelling is or will be subject to a security interest.
3. “Consumer Credit” shall mean credit offered or extended to a consumer primarily for personal, family, or household purposes.
4. “Clearly and conspicuously” shall mean as follows:
 - A. In a print advertisement, the disclosure shall be in a type size, location, and in print that contrasts with the background against which it appears, sufficient for an ordinary consumer to notice, read and comprehend it.

Decision and Order

B. In an electronic medium, the disclosure shall be:

- (a) unavoidable;
- (b) of a size and shade, and appear on the screen for a duration, sufficient for an ordinary consumer to read and comprehend it;
- (c) understandable language and syntax; and
- (d) prior to the consumer incurring any financial obligation.

C. In a television or video advertisement, the audio disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it. The video disclosure shall be of a size and shade, and appear on the screen for a duration, sufficient for an ordinary consumer to read and comprehend it, and shall be in understandable language and syntax.

D. In a radio advertisement, the disclosure shall be delivered in a volume and cadence sufficient for an ordinary consumer to hear and comprehend it.

Nothing contrary to, inconsistent with, or in mitigation of the material terms shall be used in any advertisement or promotion.

5. “Respondent” unless otherwise specified, shall mean We Give Loans, Inc., a Delaware corporation, its successors and assigns and its officers, agents, representatives, and employees.

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I.

IT IS ORDERED that respondent, directly or through any corporation, subsidiary, division, or other device, in connection with any advertisement to promote, directly or indirectly, any extension of consumer credit in or affecting commerce, shall not, in any manner, expressly or by implication:

- A. State the amount or percentage of any downpayment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the terms required by Section 144 of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1664, as amended, and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c), as amended, as more fully set out in Section 226.24(c) of the Federal Reserve Board’s Official Staff Commentary to Regulation Z, 12 C.F.R. § 226.24(c), as amended, including, but not limited to:
 1. The amount or percentage of the downpayment;
 2. The terms of repayment;
 3. The annual percentage rate, using that term or the abbreviation “APR.” If the annual percentage rate may be increased after the consummation of the credit transaction, that fact must also be disclosed.
- B. State a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR,” using that term, as required by Section 144 of the TILA, 15 U.S.C. § 1664, as amended, and Section 226.24(b) of Regulation Z, 12 C.F.R. § 226.24(b), as amended, as more fully set out in Section 226.24(b) of the Federal Reserve Board’s Official Staff Commentary to Regulation Z, 12 C.F.R. § 226.24(b), as amended.

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- C. Fail to comply in any other respect with the TILA, 15 U.S.C. §§ 1601-1667, as amended, and Regulation Z, 12 C.F.R. § 226, as amended.

II.

IT IS FURTHER ORDERED that respondent shall, for five (5) years after the last date of dissemination of any representation covered by this order, maintain and upon request make available to the Federal Trade Commission for inspection and copying all records that will demonstrate compliance with the requirements of this order.

III.

IT IS FURTHER ORDERED that respondent, and its successors and assigns, for a period of five (5) years from the date of issuance of this order, shall deliver a copy of this order to all current and future principals, officers, directors, and managers, and to all current and future employees, agents, and representatives having responsibilities with respect to the subject matter of this order, and shall secure from each such person a signed and dated statement acknowledging receipt of the order. Respondent shall deliver this order to current personnel within thirty (30) days after the date of service of this order, and to future personnel within thirty (30) days after the person assumes such position or responsibilities.

IV.

IT IS FURTHER ORDERED that respondent, and its successors and assigns, for a period of five (5) years from the date of issuance of this order, shall notify the Commission at least thirty (30) days prior to any change in the corporation(s) that may affect compliance obligations arising under this order, including but not limited to a dissolution, assignment, sale, merger, or other

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action that would result in the emergence of a successor corporation; the creation or dissolution of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order; the proposed filing of a bankruptcy petition; or a change in the corporate name or address. *Provided, however*, that, with respect to any proposed change in the corporation about which respondent learns less than thirty (30) days prior to the date such action is to take place, respondent shall notify the Commission as soon as is practicable after obtaining such knowledge. All notices required by this Part shall be sent by certified mail to the Associate Director, Division of Enforcement, Bureau of Consumer Protection, Federal Trade Commission, Washington, D.C. 20580.

V.

IT IS FURTHER ORDERED that respondent, and its successors and assigns, shall, within sixty (60) days after the date of service of this order, and at such other times as the Federal Trade Commission may require, file with the Commission a report, in writing, setting forth in detail the manner and form in which they have complied with this order.

VI.

This order will terminate on September 3, 2028, or twenty (20) years from the most recent date that the United States or the Federal Trade Commission files a complaint (with or without an accompanying consent decree) in federal court alleging any violation of the order, whichever comes later; *provided, however*, that the filing of such a complaint will not affect the duration of:

- A. Any Part in this order that terminates in less than twenty (20) years;
- B. This order's application to any respondent that is not named as a defendant in such complaint; and

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- C. This order if such complaint is filed after the order has terminated pursuant to this Part.

Provided, further, that if such complaint is dismissed or a federal court rules that the respondent did not violate any provision of the order, and the dismissal or ruling is either not appealed or upheld on appeal, then the order will terminate according to this Part as though the complaint had never been filed, except that the order will not terminate between the date such complaint is filed and the later of the deadline for appealing such dismissal or ruling and the date such dismissal or ruling is upheld on appeal.

By the Commission.

**ANALYSIS OF CONSENT ORDER TO AID PUBLIC
COMMENT**

The Federal Trade Commission has accepted, subject to final approval, an agreement containing a consent order from We Give Loans, Inc. (“respondent”).

The proposed consent order has been placed on the public record for thirty (30) days for receipt of comments by interested persons. Comments received during this period will become part of the public record. After thirty (30) days, the Commission will again review the agreement and the comments received, and will decide whether it should withdraw from the agreement or make final the agreement’s proposed order.

Respondent engaged in practices that violate Section 144 of the Truth in Lending Act (“TILA”), 15 U.S.C. § 1664, and Section 226.24(c) of its implementing Regulation Z, 12 C.F.R. §

Analysis to Aid Public Comment

226.24(c). Respondent disseminated payday loan advertisements on the Internet stating the number of payments or period of repayment, or the amount of a finance charge, as terms for obtaining a payday loan. These advertisements failed, however, to disclose the “annual percentage rate” or “APR” for these loans as required by TILA and its implementing Regulation Z.

TILA and Regulation Z require that advertisers, including payday loan advertisers, disclose APRs on their loans to assist consumers in comparison shopping. The respondent’s failure to disclose the APR for the payday loans it advertised undermined consumers’ ability to compare these loans to those offered by other payday lenders. The respondent’s failure to disclose the APR for the payday loans it advertised also frustrated consumers’ ability to compare these loans to alternative forms of credit. Through its law enforcement actions the Commission intends to promote compliance with the APR disclosure requirements of TILA and Regulation Z, thereby promoting comparison shopping relating to payday loans.

The proposed consent order contains provisions designed to prevent respondent from failing to make disclosures required by TILA and Regulation Z in the future.

Part I.A. of the proposed order prohibits respondent, in connection with any advertisement of consumer credit, from stating the amount or percentage of any down payment, the number of payments or period of repayment, the amount of any payment, or the amount of any finance charge, without disclosing clearly and conspicuously all of the terms required by TILA and Regulation Z, including the amount or percentage of the down payment, the terms of repayment, and the annual percentage rate, using that term or the abbreviation “APR.”

Part I.B. of the proposed order prohibits respondent from stating a rate of finance charge without stating the rate as an “annual percentage rate” or the abbreviation “APR.”

Analysis to Aid Public Comment

Part I.C. of the proposed order prohibits respondent from failing to comply in any other respect with TILA or Regulation Z.

Part II of the proposed order contains a document retention requirement, the purpose of which is to ensure compliance with the proposed order. It requires that respondent maintain all records that will demonstrate compliance with the proposed order.

Part III of the proposed order requires respondent to distribute copies of the order to various principals, officers, directors, and managers, and all current and future employees, agents and representatives having responsibilities with respect to the subject matter of the order.

Part IV of the proposed order requires respondent to notify the Commission of any changes in its corporate structure that might affect compliance with the order.

Part V of the proposed order requires respondent to file with the Commission one or more reports detailing compliance with the order.

Part VI of the proposed order is a “sunset” provision, dictating the conditions under which the order will terminate twenty years from the date it is issued or twenty years after a complaint is filed in federal court, by either the United States or the FTC, alleging any violation of the order.

The purpose of this analysis is to facilitate public comment on the proposed order, and it is not intended to constitute an official interpretation of the agreement and proposed order or to modify in any way their terms.

Complaint

IN THE MATTER OF

McCORMICK & COMPANY, INCORPORATEDCONSENT ORDER, ETC., IN REGARD TO ALLEGED VIOLATIONS
OF SEC. 7 OF THE CLAYTON ACT AND SEC. 5 OF THE FEDERAL
TRADE COMMISSION ACT*Docket C-4225; File No. 081 0045**Complaint, July 29, 2008 – Decision, September 12, 2008*

This consent order addresses the proposed acquisition by McCormick & Company of Lawry's and Adolph's brands of seasoning products from Unilever N.V., which would lessen competition in the market for branded seasoned salt in the United States. Under the terms of the order, McCormick is required to divest its entire Season-All (seasoned salt spice blends) business to Morton International, Inc., or another Commission-approved buyer. The order enables the Commission to appoint a trustee to divest any assets identified in the order that respondent has not divested to satisfy the requirements of the order. In addition, the order enables the Commission to seek civil penalties against respondent for noncompliance. The order further requires McCormick to maintain the viability of the assets identified for divestiture. Among other requirements related to maintaining operations of the assets, the order requires McCormick to (1) maintain the viability, competitiveness, and marketability of the assets to be divested; (2) not cause the wasting or deterioration of the assets to be divested; (3) not sell, transfer, encumber, or otherwise impair the assets' marketability or viability; (4) maintain the assets consistent with past practices; (5) use best efforts to preserve the assets' existing relationships with suppliers, customers, and employees; and (6) keep and maintain the assets at inventory levels consistent with past practices. The order prohibits McCormick, for 10 years, from acquiring, without providing the Commission with prior notice, any other seasoned salt product, or any interest in any other spice blends business. The order does not restrict McCormick from expanding its line of spices. Finally, McCormick is required to file periodic compliance reports with the Commission.

Participants

For the Commission: Joseph Eckhaus, Jill M. Frumin, Joan Heim, Jeanne Liu, Elizabeth Piotrowski, Amy Posner, Divya Rao, Matthew Reilly, Samuel I. Sheinberg, and W. Stephen Sockwell.