

## **Congress Must Protect Consumers from Predatory Lending**

Since the American Revolution, states have limited interest rates to stop predatory lending. Although **most states limit rates**, loopholes and evasions make protections imperfect. These unscrupulous lenders target vulnerable consumers, including <u>veterans</u>, <u>senior</u> <u>citizens</u>, low-income consumers, <u>rural consumers</u>, and <u>communities of color</u>. **Congress should establish a simple, common-sense limit on predatory lending** by extending the Military Lending Act's 36% interest rate cap to veterans, Gold Star Families, unactivated reservists, and all Americans.

*Consumers from every state have submitted more than 15,000 complaints about payday loans, installment loans and other personal lines of credit to the <u>Consumer Financial</u> <i>Protection Bureau.* Consumers are asked to provide details about their complaint and can opt to disclose those narratives publicly. Stories from consumers in most states are listed below. <u>Other complaints</u> are evident from lawsuits. Below is just a sampling of these complaints.

Congress must reestablish a strong usury limits, which existed in nearly every state throughout most of the 20<sup>th</sup> century.

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**Alabama** Borrower, Enova International, Inc.: *"RE : 149 % Loan Interest/NetCredit Mr . XXXX XXXX, I acquired a loan of {\$2000.00}, ( Loan # : XXXX ), with NetCredit on XX/XX/2019, at the time I had " 3 " major catastrophes within a year. I contacted your company thru an email referral from my mortgage company, XXXX XXXX. Given the exorbitant interest rate of 149 % I ultimately completed and returned your documents in hopes that a financial opportunity would present itself shortly ... it did not. To date I have made " 9 " payments at {\$260.00} ( monthly ) for 9 months, a total of {\$2400.00}, making my interest rate 46.308 %. Even this seems to be a usury amount. I filed a complaint with the attorney general 's office ( in Alabama ) and you responded with a letter. To summarize your letter from my reading it states " she knew what she was getting into when she took out the loan ". It sounds like " loan sharking " to me. I really did not think the state of Alabama would allow such usury financial practices in our state which is why I opened a complaint with the attorney general. Given the response from the attorney general, my remedy is to contact an attorney, which I plan to do this week. I am writing this letter as a complaint to your company but also as a notice to political agencies who may be unaware of your business practices in Alabama." [#3763141]* 

**Arizona** Borrower, EasyPay: "Had to get our transmission fixed...Applied for credit for {\$1500.00} ... The manager said if we pay off everything by XX/XX/XXX everything should be fine. He let us know that the payments would be {\$200.00} a month. Come to find out it was at a 151.99 % interest rate for the next 24 months. We have now paid {\$1400.00} and only {\$91.00} of that has gone to the principle, leaving {\$1300.00} paid in interest. I feel that in our time of need, XXXX took advantage of us and we will pay more than double the amount of which we borrowed. We have paid on-time continuously and are left in debt because of it." [#2789482]

**Arizona** Borrower, DFC Global Corp.: "About two years ago I took out a loan from moneymart. I was unaware these types of loans are illegal in Arizona. I have paid thousands in interest At a rate of more than 100 %. The statutory maximum in Arizona is 36 %. The lending disclosure forms clearly show the interest rate is more than 100 %. Since this loan is illegal in Arizona I would like the remaining balance to be voided. I have paid back the original loan and a large amount of interest." [#2951125] **California** Borrower, CURO Intermediate Holdings: "In 2018 I got a loan from "SPEEDY CASH " ... fro {\$5000.00} which I was making monthly payments on it ; then I lost my job and I couldn't pay the amount I was told, I went to their office to try and making a new payment arrangement but they denied me that help, they told me to wait and the more I waited the more interests it accumulated, this company charges ridiculous interests very very high ; which is 131.571 % annual. . .I noticed they put me on collection with adding {\$1500.00} more to the interests ; I called the collection company... and I try to do a arrangement and they also denied me help after that this collection tried to cash a check for {\$6300.00} from the account without my autorization ; I truly ignore the very high annual interests, Speedy Cash Loans is a very bad company I will never recommend this to anybody ; for {\$5000.00} you will end up paying the ridiculous amount of {\$23000.00} after you are done with all the payments, meaning that the Financial charge is {\$18000.00} plus the {\$5000.00}." [#3820950]

**California** Borrower, Elevate's Rise: "I am a single mother who is living . . . below the poverty level. I have had my share of credit problems and have owed more than I make for quite some time. I was misled by Rise Credit to believe that they were unlike other predatory loan companies. By the time I understood what I had [signed], I had paid them thousands of dollars in interest. I have recently become temporarily unemployed and called them to ask for help during my time of financial hardship. They refused any solution and my account is headed to collections now . . . [T]he total paid is far over the amount I initially borrowed from Rise . . . This is robbery and all of the necessities I have for myself and my children are suffering because of it . . . How is it that they can do this? I am asking for help for not only my family, but for all of the families targeted by these predatory loans meant to target those living in poverty and struggling to live paycheck to paycheck." [#1487339]

**California** Borrower, Enova International, Inc.: "Net Credit sends information out in the mail advertising loan consolidation and such. They offered {\$9500.00} and ACH. On the initial conversation they set up a ACH. And it seemed fine. Just recently I was going over my credit report and noticed my principal has hardly gone down wit {\$600.00} per month payments. I contacted the company and they sent me a contract for 64 % interest rates amortized for 60 months. With a total payout to them for {\$32000.00}. I would have never agreed to this! There are plenty of normal products out there with reasonable rates. This is crazy!" [#4303896]

**Colorado** Borrower, CURO Intermediate Holdings: *"I renewed a payday loan with a company in Colorado called Speedy Cash. The payday loan agreement clearly stated the terms of the loan were to be a total of 4 monthly payments. . .In XXXX they debited XXXX 3 times and XXXX 1 time for a total of {\$470.00}. The only transaction that should have happened was XXXX ONE TIME until XXXX. This seems illegal and predatory. They clearly violated the terms of the loan. Now I'm having to work with the bank and the company to clarify the errors." [#3448538]* 

**Colorado** Borrower, GVA Holdings, LLC: "I've tried reaching out a couple times but unfortunately could not wait due to being at work and longer hold times. But on XXXX XXXX, I applied and was approved for {\$450.00} payday loan . . . . [A]fter reviewing their documentation more clearly, I feel preyed upon by them as they have given me an APR of 674.98 % and Per Colorado Proposition 111 that is a clear violation of my rights." [#3148079]

**Connecticut** Borrower, Personify Financial: *"This company is operating in predatory practices and its operation is more analogous to the practices of a loan shark! Unfortunately, as a recent XXXX student, I was put in a predicament that forced me to either apply for this particular loanor be homelessand I chose the former. Within this timeframe that I applied for the loan, I was working and anticipated to pay back the loan before the loan terms indicated. However, a global pandemic called Covid-19 happened to the world. Shortly after, I was laid off from work and was unable to get a job for months. As such, it made it extremely difficult for me to pay my bills, rent, and expenses including to Personify Financial. When I gain employment, I made a total payment of {\$3000.00} for a loan in the amount of {\$4700.00}, and currently, Personify has only applied {\$360.00} towards my principal and {\$2600.00} towards the interest of this loan. The current interest rate is 93.50 %, at this rate ; by the time this load is paid off, Personify would profit close to {\$15000.00} or more on a {\$4700.00} loan. Of this {\$4700.00}, I was only issued {\$4500.00} because I was also charged another fee before the money was issued....Personify Financial is* 

nothing short of a loan shark. This is a predatory loan. It is unfair and unethical. This company needs to be under investigation for its immoral practices. To add insult to injury, this company preys on the most vulnerable population, those who are in desperate need of survival. Living in a country where you must decide whether to buy groceries or pay your bills. . . I feel that this company is not engaging in fair business practices and they are taking advantage of consumers. . . " [#3810980]

**Connecticut** Borrower, America First Finance, Inc.: "I began a financing plan on XX/XX/2020 with American First Finance. The total cash price was {\$2700.00}. I was told at the time of signing that they would take bi-weekly payments to pay this off. To date, they have taken a little over {\$1000.00} from my bank account on auto-pay. I called today because I noticed the pay off balance jumped up to {\$2200.00}. That couldn't be right since I only should about {\$1700.00}. Apparently, because I did not pay off the balance within 101 days, I did not make the early pay off date (XX/XX/2020) and therefore they charged an exorbitant amount of fees- which only increase daily. I was told at the time that I was signing up that they would take the correct amount out of my bank account to pay off the balance in three months. Apparently, they default to taking the 'minimum amount ' so you don't pay it off in time and it is your responsibility to override that monthly by paying more so it is paid off in time. There is nowhere on the contract to indicate you would like to override the default to have it paid off by the 101 days- as I indicated at the time of purchase and was under the impression was in effect. The {\$2700.00} is the cash price. If I were to have contacted them on XX/XX/2020 then I could have paid off the loan at XXXX- XXXX = XXXX. However, since it is past the 101 days, if I wanted to pay it all off it is now the cash price - 0.5\* ( what I have already paid ). Meaning, if I were to pay it off today I would owe : {\$2700.00} - XXXX = {\$2200.00}. That is {\$500.00} interest for 16 days. The maximum legal interest is 12 % in my state. What is potentially illegal about this is that they categorize the agreement as a 'rent to own ' agreement, but report the balance to the credit bureaus a loan. Thus, if it is a loan, they should be subject to state usury laws. They also report the loan to the credit bureaus inaccurately- stating I have paid {\$2800.00} of a {\$5800.00} dollar loan. This {\$5800.00} number comes from the cost of rental ( {\$3800.00} ) + ( {\$2700.00} ) cash value ... I have no idea where that {\$2800.00} number comes from." [#3663004]

**Delaware** Borrower, Duvera Billing Services, LLC: *"The company is charging me 100 percent interest on a loan I had no other option to take to get my vehicle out of the repair shop. I contacted them and they insisted that this was their policy, to charge 100 % interest on an original loan of {\$740.00}. They want upwards of {\$1600.00} in total. I am unable to pay such an amount and they are badly damaging my credit in the process." [#4311569*]

**Delaware** Borrower, Enova International, Inc.: *"[O]n XX/XX/XXXX, I applied for a loan with Cash Net. The loan was in the amount of {\$2600.00}. After being approved. I gave my bank information to have the money taken out. I received a contract stating Cash Net would take out {\$200.00}. I was under the impression it was a month, then the contract stated every 2 weeks. I was mislead!! I took out the loan because of having to have XXXX XXX on XXXX XXX for XXXX. If I did not have the XXXX, I would have lost my XXXX. The facility I had the XXXX did not tell me they did not accept payments until a week before the XXXX. I needed {\$2500.00} on the day of XXXX. I have been paying this loan because of fear to mess up and have legal fees. I can no longer pay this loan. I am now on social security, and had been paying since XX/XX/XXXX the amount of {\$200.00}. I sometimes would defer my loan until the next week because of not being able to pay my rent. When I read the contract, it stated by the end of my loan on XX/XX/XXXX, I would have pd. Cash Net {\$8000.00} ... .I do not have this kind of money. This is highway robbery!! I already paid Cash Net {\$2400.00} to date, and on XX/XX/XXXX Cash Net is taking out double payment of {\$410.00} out of my bank account. I am the sole provider. I have no one. I've already made 12 payments, and can no longer do this!! Cash Net is charging 185.11 %. Taking advantage of someone in desperate need of a loan. I realize Cash Net must charge interest, but 185.11 % is crazy!!" [#3185755]* 

**Florida** Borrower, Duvera Billing Services, LLC: *"I am struggling to pay the payment and the interest is* {\$8.00} daily. The contract states 188.97 % which I clearly did not understand at the time I signed at the transmission shop XXXX. I tried to ask them to lower the rate and the representative stated the were following FDIC guidelines and that they could not lower the rate." [#4350814]

**Georgia** Borrower, Enova International Inc. (Net Credit): *"… I made a payment of {\$2000.00} and I was told by the agent that I still needed to pay {\$2800.00} to payoff this loan. This company is a ripoff. I have already paid over {\$6000.00} for a {\$3300.00} loan. I would like for the account to be paid in full for the loan principal remaining which is {\$1100.00}. Im not paying anything other than that" [#3793095]* 

**Georgia** Borrower, Duvera Billing Services, LLC: "XXXX XXXX XXXX issued me a loan of {\$2500.00} XXXX in XXXX had me sign an electronic signature and went through everything fast and in the middle of the store for everyone to see. I did not notice the 152 % interest when I signed and was not told that was the rate. This is a violation of heart laws and should be stopped. I will pay {\$8000.00} for a {\$2500.00} loan. This is ridiculous. They also were suppose to debit the first 3 payments and have yet to do the first one which was due on XX/XX/19 this is the XXXX. I cant reach anyone when I call the number. Please investigate this company." [#3117270]

**Idaho** Borrower, Enova International Inc.: *"This is a predatory loan. The interest rates and cash advance fees they charge people that are struggling make it impossible to pay back. The rates are predatory and don't fall under the Fair Lending Act. The interest rate is 299 % with a cash advance fee that is 25 % of the advance amount. Due to the predatory acts or this company, I was unable to pay my loan and it went to collections." [#3694858]* 

**Idaho** Borrower, Enova International Inc.: *"I went through the loan process at the end of XXXX. Though, when I saw the 324 % interest rate. I immediately exited out of the page because I didnt want to pay that kind of interest . . . ."* [3517294]

**Illinois** Borrower, Personify Financial: "...the rates are staggering and they never check to see if I could afford these loans ... And, I have been paying on a total of (XXXX) Payday loans for well over 9 months in succession with much difficulty .... the huge charges were destroying our ability to live after deducting well over 90 % of my take home income for well over 3 months and I have not paid my mortgage since XX/XX/XXXX and XX/XX/XXXX for both the first and second mortgages and I am in jeopardy of foreclosure as of this date, XX/XX/XXXX .... several Companies did not tell me of their extremely high rates they were and some also withdrew from my bank account even though I asked them to STOP future via EFT Revocation Letters. A Couple withdrew funds directly from my account even after it was Bank closed causing me to incur heavy bank fees per day of even {\$50.00} or {\$60.00} at certain intervals. This was a very stressful time ... causing us to be fragmented and close to homeless situation." [#2291555]

**Illinois** Borrower, ClearLine Loans LLC: *"I was given a XXXX dollar loan from clear line loans. The annual apr for this loan is 354.21 % . . ."* [#4233183]

**Indiana** Borrower, Personify Financial: *"I started this loan on XX/XX/2019. I financed XXXX I have made* 15 payments . . . . My interest rate is 98.98 % I will never pay off my balance at this rate, we are talking about 65 payments of XXXX totaling XXXX. For the consumer looking for a small personal loan, this is outstanding and incredibly insane. How can this be legal? This is getting people in trouble financially." [#3326027] (appears to be a rent-a-bank loan)

**Iowa** Borrower, Advance America, Cash Advance Centers: "...Due to my wife needing XXXX. I was forced to take a pay-day loan from a company in XXXX XXXX, Wisconsin. Due to the COVID - 19 outbreak I have now lost my job of 12 years. The company is known as Advance America. The interest on this loan is 235 % annually. I called the company and inquired if due to the pandemic, the company was not allowing for interest to accrue. I was told there are no requirements for the company to abide by. This seems outrageous to me, as all regulated banking institutions are working out forbearance agreements with their customers. Why does not the State of Wisconsin allow for companies to operate such as this? Every other company takes the stance that they are here to help those in need, Really? If so, help now when the

world is devastated. I sincerely want to get the organization paid in full as fast as possible but I need their cooperation. I sincerely can not pay interest in the hundreds of extra dollars This company also assured me that they do not do hard inquiries on credit reports, yet I have them on my credit report. This I feel is taking severe advantage of individuals that are in trouble financially. I needed a " fast " loan that I had all good intentions of paying back within 2 months. Then the world fell apart and now I am stuck. May I please ask for your support in these difficult times, Thank you" [#3629331]

**Kansas** Borrower, EasyPay: *"I entered a loan with XXXX ( Duvera ). . .when purchasing a puppy. . .The details were {\$2500.00} loan with \$XXXX monthly payments with no interest. However as I look at my account there is an interest rate of 151% and they have put my balance at {\$2400.00} while I have paid {\$1500.00} and they have charged me for {\$1400.00} in interest. This is not correct and I was informed multiple times there was no interest. I have called XXXX and they have said they can do nothing about the interest accumulated and were very difficult to even talk to. I told them that I was told there was no interest when agreeing and asked what can I do to finish paying off my loan with no interest like we agreed upon. I am unsure what to do now. I want to pay off the remaining {\$900.00} I owe on my loan but will not pay the {\$1500.00} plus in interest that was never talked about or agreed upon." [#2826629]* 

**Kansas** Borrower, Enova International Inc.: "On XX/XX/XXXX I applied for this loan because of financial difficulties. Me being young and when I applied it said 29.9 % interest rate. Come to find out it 's actually 299 %. I have made payments never late mind you. The loan was for XXXX. I have paid XXXX \$ and I still owe them XXXX. The date as of today XXXX-XXXX-2017. I get payday loans are meant to be paid back by pay day however I should n't have to choose between food and paying this." [#2678160]

**Kentucky** Borrower, America First Finance: *"i purchased furniture from XXXX XXXX. The loan amount was for {\$3000.00}. I was never explained that American First Finance APR was 144.60 % As of XX/XX/XXXX, i have paid back {\$4400.00}. I have called and asked for the disclosure and they did not provide me with it. I have called and complained numerously to the company. American First Finance refuse to help me, instead they kept withdrawing money out of my Bank account."* [#3555449]

**Louisiana** Borrower, CURO Intermediate Holdings: *"The debt collector threatened to call my job and find out where i was to arrest me on site."* [#3758960]

**Louisiana** Borrower, Enova International Inc.: *"I borrowed {\$1500.00} from the company.... So far I have had my account debited for about {\$3100.00} and company says that account balance is {\$1300.00}. I feel that interest was too high. I went to XXXX bank and got very little help. They gave me phone numbers, but I've had very little success talking to a live agent."* [#3610312]

**Maryland** Borrower, Opportunity Financial, LLC: *"I have been paying this loan for more than a year and the principal has not changed. I borrowed \$2000.00 and have paid \$4600.00 into this loan to date. . ."* [#3106431]

**Michigan** Borrower, Opportunity Financial, LLC: *"I contacted this firm opp loans several times*... *regarding the high interest[] rates being charged on my loan. I informed them that [we are] military spouses and famil[ies]*... *that we are protected against high interest rates. They informed me that they needed proof to review my interest rate. They then informed me that spouse loans are not covered under the military lending act and was notified by their legal department. My current interest rate is 159 % on short term installment loan. Please assist"* [#3354050] (appears to be a rent-a-bank loan)

**Michigan** Borrower, CNG Financial Corporation: *"I received a loan for XXXX \$ XXXX did this at Check N Go but on line in the store. I have been paying them XXXX a month since the end of XXXX in 2020. So I have already paid back them XXXX they are telling me I still owe them XXXX. Come to find out they are charging me 175 % interest on this loan. I figure since they were taking XXXX a month I would be able to pay the loan off quickly. Yes I realize I should have read the fine print to see that interest rate was so high (I only figured it would be no more than 30 %). I called them they said they are within the legal limits? How can they get away with this? This is robbery! They are taking advantage of people who think they are in desperate situation. It is outrageous they can charge 175 %" [#4119165]* 

**Minnesota** Borrower, Personify Financial: ". . . I am currently paying an unbelievable interest rate. My loan details are as follows : Account Type Installment Loan Original Annual Percentage Rate (APR) 98.90 % Original Term 72 Months...Current Interest Rate 93.50 % Current Payment Amount {\$410.00} Current Payment Frequency Monthly Amount Financed {\$5000.00} Outstanding Principal Balance {\$4800.00} Accrued Interest {\$510.00} Unpaid Fees {\$270.00} Total Outstanding\* {\$5600.00} I have been paying for over a year on this loan and now owe more than what the original loan was for." [#3579172]

**Mississippi** Borrower, CURO Intermediate Holdings: *"Speedy Cash stopped the payday loans and changed to the installment loans . . . If your payment is due on a certain day they could move it up by 4 days but it [doesn't] help if that 4th day is not a payday. I have paid so many overdraft and bank fees until I feel ashame[d] and stupid. I needed the money but once you get it [it's] hard to get rid of it. I [don't] understand [what's] hard about reasonable payment arrangements. Your 4 day extension is not realistic to customers." [#2718087]* 

**Missouri** Brorrower, CURO Intermediate Holdings: *"Speedy Cash took money from my . . . debit card without my authorization. I receive my social security SSI payments in the amount of \$730.00 on this card . . . my card was debited by Speedy Cash for the amount of \$520.00. When I called them they stated that my account was past due . . . and that it had gone into collections. . . They also said that there was nothing they could do because the third party collector was involved . . . When I called [the third party], the representative told me that they were not involved in collecting on this account any longer because Speedy Cash had taken the loan back. I am confused by the back and forth. Now, I am in a horrible position. My account was basically drained which leaves me with no money for the entire month. No money for rent, utilities, doctor visit, or prescriptions. I . . . have no idea what I am going to do."* [#2657445]

**Missouri** Borrower, Advance America, Cash Advance Centers: *"I got an installment loan from Advance America of {\$1000.00} on XX/XX/XXXX. LITTLE did I know, that they would charge me a XXXX interest rate!! So I owe them back {\$5400.00}, so I will have to pay them {\$6500.00}! Thats a car! And I will not finish paying them twice a month of {\$130.00} apparently until XX/XX/XXXX. I can not handle this type of loan by myself at all. They can shoot my credit down or do whatever they want, but this is robbery at this point. ROBBERY. And Ive spoken to an associate about this already because I wanted the situation handled or refinanced even as I havent made a first payment, because Ive had XXXX these past two weeks and had no idea how much it truly was, XX/XX/XXXX."* [#4019598]

**Montana** Borrower, Opportunity Financial, LLC: *"Payday loan struggling to pay off and they helped by refinancing and now I have more to pay off."* [#3383392]

**Nebraska** Borrower, EasyPay: ". . . They are not letting me pay within the interest free period of 90 days. First they said my card was returned. I dont have a card on file. I told them to take directly out of my account they have my routing and account number. They said they would take the payment out of bank account I have it in writing and they still have not taken the payment. I believe this is a stall tactic so I miss the payoff date and am forced to pay interest. They also told me a bank transfer takes 10days to process? Hello its 2019. These people must be stopped and reported 58 % finance charges??? Please help! . . ." [#3426200]

**Nevada** Borrower, EMG Acquisition Group, LLC (EasyMoney): "The Lender : Minute Loan center XXXX XXXX XXXX XXXX, XXXX XXXX, NV XXXX I borrowed {\$200.00} from them on XX/XX/19 and was told to pay them back {\$150.00} on XX/XX/19 and XX/XX/19. The APR was 428.994 % (excuse me). After paying two payments of {\$150.00} successfully, I owed a final payment of {\$130.00}. EMG Minute loan withdrew {\$310.00} from my Account on XX/XX/19. I called them to hear from them that this would be THE LAST payment because they have been paid 3 times over the original loan. They did not answer and hung. Up the office phone several times. Unfair to the Borrowers who are being swindled for their benefit." [#3353830]

**New Hampshire,** OneMain Financial Holdings, LLC: *"I got a loan for {\$5000.00}. The interest is {\$7000.00}, making the amount I'm paying back {\$12000.00}. I thought there was a law against charging exuberant interest. I needed the money at the time & didn't notice the amount of interest. I just think someone should look into One Main Financial & have them review their interest. It's ridiculous!"* [#3014863]

**New Jersey** Borrower, EasyPay: *"I purchased a living room set. . . I made a down payment of {\$460.00} ... Financing the remaining {\$1500.00} . . . The agreement was {\$180.00} per month for 3 months only to pay a {\$40.00} fee if loan ( {\$1500.00} ) is paid off in it 's entirety. I made 2 payments ( {\$180.00} each ) .... I realized I was unable to pay the remaining balance of {\$1100.00} in it 's entirety within the 90 days. I go back to my contract to review terms and conditions to realize I 'm going to Incur an exuberant interest rate of 130 % on the remaining balance. I did contact the lending company to verify this rate being accurate as the representative confirmed it was and that it was ok for them to charge me this ridiculous interest rate. [The store] where I purchased the set from actually filled out information online ( sight unseen ) on my behalf only asking me to confirm certain basic information such as name address bank account info [etc.]. I would have never guessed I was being set up for usury, because I would have never signed up for a 130 % interest agreement. This was never brought to my attention quite naturally because they wouldn't have gotten the sale. I communicated with the owner of [the store] and he completely denied any responsibility for the situation. . . "* [#2774318]

**New Jersey** Borrower, Duvera Billing Services, LLC: *"XXXX XXXX XXXX, XXXX, CA, has been charging me outrageous 152 % interest rate for the last 2 years on the amount of {\$1600.00} loan. They have debited my bank account over {\$3600.00} for the loan amount of {\$1600.00}. The balance is still <i>{\$1100.00} which means they have charged me {\$3100.00} interest on {\$500.00}!!!!..."* [#3544735]

New Mexico, CURO Intermediate Holdings: "I took a loan with Speedy Cash. . . it was my third loan, as I am lower income and needed cash. I couldn't pay it back in full after other financial hardships, and stopped them from taking the excessive payments from my bank account by closing my account. The two previous loans I had paid in excess of 300 % interest on {\$300.00} loan. This last loan I believe was {\$350.00} or {\$500.00}, but I no longer have access to their login to see my account. In XX/XX/XXXX, they sent me a summons from my county courthouse. I responded timely, but asked them to provide me proof of the loan and the balance due. They were asking for over {\$1800.00}. Per the Fair Debt Credit Protection Act, they had thirty days to provide me proof of the loan debt and the balance owed. They did not. on XX/XX/XXXX, I get an email from XXXX ( no last name was given ) at XXXX, stating I was to appear in court via phone (due to Covid-19 I assume) and a copy of the summons was attached, showing I had a phone court date for XX/XX/XXXX. No time given, and still no requested documentation was given to me... I now have to take a day off work to deal with this, and i still have not received the documentation I asked for, as provide by law (FDCPA), and I am not about to give thousands of dollars to this predatory payday loan company. I am considering taking legal action in the form of a class-action lawsuit, which by an online search, they have had several against them. I feel that after paying off two prior loans with them at astronomical, predatory interest rates, and falling victim to hard times shortly after this loan was taken, i should not have to pay back anything more than the original loan amount plus the annual normal interest rate of 18 %. . . " [#3725391]

**New Mexico** Borrower, CNG Financial Corporation: "*My husband and I both got a payday loan from Check n go. They are taking \$ XXXX from me every month and \$ XXXX from my husband every 2 weeks for 18 months each. We were told the interest is only 200 % and not a penny more. Yet only {\$5.00} goes to principal and the rest interest. When I do the math on both loans it comes to more like 300 % +. They refuse to work with us. I am tired of their so called lying legal department telling me they guarantee the interest is only 200 %. I borrowed {\$1300.00} and my husband {\$5000.00} by the ladies being so deceiving and calm explaining everything false to both of us. They refused to let us read the papers we were to sign yet tell us let us explain to you what this paperwork says. The ladies falsified the information and left so much information out."* [#2567996] **New York** Borrower, CURO Intermediate Holdings: "... I took out a loan for {\$1500.00} ( possibly went up to {\$1800.00} ), and I somehow now owe collections ( on my credit report ) {\$2300.00} for Speedycash. They started taking out {\$500.00} payments every two weeks, and I'm sure I paid over {\$4000.00} in payments to them over the course of months, maybe even more. How can I owe {\$4000.00} + {\$2300.00} for a {\$1800.00} loan?! I guess I didn't understand the paperwork but this ruined months of my life and forced me to take out another payday/installment loan with someone else to pay my rent. And of course that snowballed into a disaster. One point it got so bad I had to put a stop payment on an autopayment from them to pay my rent and they somehow got my debit card number ( I never gave it to them ) and made a payment to them on that. . . I still owe them money somehow. So depressing. Now I can't get apartment because my credit score is too low and this is the only bad thing on there except for {\$270.00} for my old cable box I think? Please help me figure out how to settle with them without paying them even more money. I feel so taken advantage of." [#3122930]

**North Carolina** Borrower, Personify Financial: *"I was approved for a loan for {\$3500.00}... My payments are {\$140.00} biweekly. To date I have paid over {\$1800.00} on time. However, my current balance is . . . over the amount I borrowed. I am being told that my interest rate 98 % and if I pay according to the terms of the loan, I will pay out over {\$10000.00}. I want to pay what I owe plus a fair interest rate for someone with my credit profile but I am not able to comply with the current terms of the loan. I need assistance in making sure that XXXX is fair in their loan terms and updating the current terms which are clearly predatory."* [#3224776] (appears to be a rent-a-bank loan)

**North Dakota** Borrower, Elevate's Rise: "On XX/XX/17 I needed to pay for a major repair on my vehicle and had to refinance an existing loan I had with Rise credit to an amount of \$2500.00. Since that date I have been making regular payments twice a month of \$230.00 and it has all been interest. I have made 21 payments, so over \$4000.00 in interest and my principal balance has not gone down at all. I am at a loss of what to do, because I was in a tight spot but had I known id be living this nightmare I never would have taken out this loan." [#2942998]

**Ohio** Borrower, Personify Financial: "I am a mother of 4. During a hard time, I took out an {\$8400.00} loan from Personify Financial on XX/XX/XXXX. The original interest rate is 78.69 %. 36 month term. I have paid to date {\$8500.00}. Only {\$1500.00} of those payments have gone to the principal balance. The other {\$7000.00} have gone to interest. I am on an automatic payment plan bi-weekly. {\$260.00} comes directly out of my bank account every 2 weeks. I have never been late on a payment to this company.... My interest rate is currently 71 %. This is a predatory loan. This is unethical. This company is charging exceptionally high interest rates. I have paid OVER the amount that I asked for. At this point, I am throwing money out the window. I can not afford this any longer. . . I will have paid them OVER {\$20000.00} for a {\$8400.00} loan. This is absolutely 100 % predatory." [#3519412]

**Oklahoma** Borrower, CURO Intermediate Holdings: *"I received a letter from speedy cash debt collection dept threatening to sue me over old debt and also said that if I didn't respond wuthin seven days my bank accounts would be seized thru major credit bureaus and that I was under investigation. They are asking for way more money than the orginal supposed debt."* [#3907374]

**Oregon** Borrower, CURO Intermediate Holdings: *"I got a payday loan...for {\$300.00} then again a day later. . . for {\$300.00} and then another one...for about {\$250.00} . . . Well there was no way I could pay those back and made a poor discion and the fact that it's legal is beyonf me. They probably ran my debit card 25 different times and some occasions they got money and the rest been insufficient. I have gotten collections letters numerous times...they some how got my other checking account information and it said it was debit card that was charged. They ran it 3 different times for {\$350.00}, {\$350.00} and {\$330.00}. where they got the amounts in do not know and how they got my card information I do not know but when I logged in my account they had multiple cards on file when I've only gave them one. They took over 1,000 of my unemployment money that I have been waiting almost 2 months for. I was gon na use it to try and catch up my already behind rent. I never authorized them to use that card and they shouldn't have to right to just run it 8 months later. And give no warning or receipt or even answer me.... I'm just sick and tired of businesses making me feel so helpless because they always win. Banks can take and hold your money whenever they want and never help you and it's just okay" [#3659266]* 

**Pennsylvania** Borrower, EasyPay: "The amount of money going toward the principal was really low and quite unexpected. I paid {\$1200.00} over 3-4 months and only {\$400.00} went toward the interest. Now it is after the first 100 days and the interest rate went up to 114 %. I will be paying this loan forever and keep getting deeper in. They take {\$140.00} every other Friday on a XXXX loan! The final payback amount is {\$3800.00} at this rate. No one told me when I went to the mechanic shop that I should just go sell my car. Even after the repair my car ended up having another \$XXXX repair a few months later and with more knowledge, I went right to a dealership and sold it as it. No repair. No additional loan. So now I have a new car and new car note of {\$400.00} but have to pay {\$310.00} a month on this ( {\$700.00} a month if I want to avoid the predatory interest )." [#3573868]

**Pennsylvania** Borrower, EasyPay: "I filled out a credit application to finance a dog from a XXXX pet store. I didn't qualify for the XXXX credit card but was told that I was approved through EasyPay Finance a.k.a. Duvera Billing, LLC. I was not informed that the APR would be at an illegal interest rate of 151.99 %. The Ioan was opened on XX/XX/XXXX and financed for {\$2500.00}. As of XX/XX/XXXX, I owe {\$7100.00}. Duvera has reported this as a charge-off on my credit report but continues to report missing payments every 30 days which has significantly impacted my credit score. I do not believe this company is licensed to lend in the state of Pennsylvania and they are charging consumers an unsury interest rate, far above the state 's capped level. I would like company to address the illegal operation they are conducting and get this off of my credit report once and for all." [#3572478]

**South Carolina** Borrower, Enova International Inc. (Net Credit): *"On XX/XX/2016 I was approved for a personal loan with NetCredit. I was unaware of the future circumstances and took out a very high interest loan, 99 % interest on a \$2000.00 [loan]. I have become a XXXX veteran and unemployed at the moment due to my condition. The total amount that I will be paying back on a \$2000.00 loan is \$7800.00. I have been paying on this loan since that date." [#3229883]* 

**South Carolina** Borrower, Applied Data Finance, LLC: "When obtaining this loan I was not aware that interest rate is almost 100 %. I borrowed {\$3500.00} and will end up paying more than {\$11000.00}. How? I can not afford that. In all honesty they were not forthcoming with this information after I applied online and they called me. I have been making {\$140.00} payments every two weeks since XX/XX/2020 and I still owe XXXX. How? Somethings not right about this company." [#4475143]

**South Carolina** Borrower, Harpeth Financial Services, LLC (Advance Financial): "My loan has set direct debit days from my checking account. The days were set up for the XXXX and the XXXX of the month with a 360 % interest rate. I recently missed payments in the month of XXXX. My account was debited multiple times but there were insufficient funds available in XXXX. The payment was unsuccessful." [#3591104]

**South Carolina** Borrower, Enova International Inc. (Net Credit): *"I took a loan from NetCredit in the amount of \$1200.00. To date I have made 11 payments at the payment amount of \$100.00 each for a total paid of \$2000.00 plus a check payment of \$100.00 which has not been cashed or applied to my account. NetCredit states I still have fourteen more payments of \$100.00 each to make. For a \$1200.00 loan, I will end up paying \$3600.00, more than THREE TIMES the loan amount!!" [#3324359]* 

**Tennessee** Borrower, Deinde Online Services, LLC: *"I took a loan from Integra Credit in XXXX. They charged me a 275 % interest. I was charged an interest charge on cash advances fee, a customary fee, and a fee charge on cash advances. I was not aware of all of these charges when I took out the loan. With all of these high percentage fees, it makes it impossible to pay the loan off. I am not going to loss my house over this loan. I have now stopped paying them. I cant afford to give my money away to greedy companies like Integra credit. They continue to harass me daily with phone calls and emails. They call my family members for no reason at all but to let them know that I owe Integra money. This company needs to be shut down." [#3554013]* 

**Texas** Borrower, Elevate's Rise: "Due to COVID 19 I am not receiving a paycheck and my account is currently overdrawn. I have explained this to them however they will not offer any assistance and have reported me to the credit bureaus. They continue to try withdrawing different payment amounts. The last one that was returned to them from my bank was {\$56.00}. I would like for them to help me since this is a hardship situation and also remove the report to the credit bureaus." [#3739037]

**Texas** Borrower, Populus Financial Group, Inc. (Ace Cash Express): "Ace Cash express has charged fess that violates the State of Texas usury laws. The current maximum interest rate that a creditor can charge for a loan in the State of Texas is 18 %. The current loan rate has an APR of 661.69 %. The terms are predatory and were designed as an attempt confuse and defraud borrowers. In XXXX and XXXX, Ace Cash Express settled a class action suit from the CFPB regarding this very practice. Ace Cash Express continues this practice today. Additionally, this creditor violates the Fair Debt Collections practices. They contact consumers from various telephone numbers ( with caller ID information hidden ) at multiple times of the day, without leaving any voicemail or identification of who they are and that their calls are an attempt to collect a debt." [#4174713]

**Utah** Borrower, Elevate's Rise: *"I went to check my balance today and the history and it turns out all the payments have gone to interest, nothing is being applied to principle, . . . with everything going on with covid my checks are a lot less and I have asked for help prior and was told they still could not do anything. I asked if we could lower the payment because they offered that prior and now I am told that they will not...i've paid over {\$4500.00} i was told i have another year from today to finish paying off the loan...{\$10000.00} in interest is a lot and for the company to not work with you when you have been making payments."* [#3902816]

**Virginia** Borrower, Enova International Inc. (Net Credit): *"I am disputing this loan based on that it is impossible to pay it off at 98.8 % . . . I will pay over \$7000.00 for a \$3900.00 loan at 98.8 % . . . I have called and spoke with them about 10 times within the last 3 1/2 weeks. NETCREDIT WILL NOT WORK WITH ME OR DISCUSS ANY OPTIONS WITH ME. All I am asking for is to take the interest away from this loan and allow me to make monthly payments that I am able to handle. I understand my responsibility of the balance of the loan but they do not work with their consumers, instead make a profit with predatory lending practices." [#2183667]* 

Washington Borrower, Personify Financial: "... I obtained a loan through Personify Financial in the amount of {\$1500.00} ... What caused this issue, was that I ran into financial trouble soon after the loan was given. I contacted the company to ask about a delay in payment, and they denied. While doing some research, I found out that this company is not licensed in my state of WA, and it is required to be in order to offer loans. Further research showed that Personify Financial says that it does business with a XXXX XXXX XXXX in Utah. My loan would be given and serviced through them as I am in WA. When I phone the XXXX XXXX XXXX in Utah, I was informed that they had no account with my name, and do not have any information of me. Looking back on my paperwork, that name was mentioned in my loan documents, however Personify Financial deposited the money into my bank account, Personify Financial sent the invoices and all payments were made to them-never to XXXX XXXX XXXX. Additionally, my interest rate with Personify Financial for this loan was at 175.35 % which is a huge amount higher than that of WA allowed legal rate of 12 %. I understand now that they are using XXXX XXXX XXXX in Utah to simply be a front bank that allows them to make loans to people in states with licensing requirements and with percentage limits. This is what I believe to be illegal predatory lending... I asked that they simply lessen my APR to the legal amount in WA, especially since they are not licensed in this state to lend. They refused to budge and subsequently began charging me late fees and higher interest as I was in dispute with them....The total amount was {\$2600.00}, from an original loan amount of {\$1500.00} only 5 months before.... I contest that since Personify Financial is not legally allowed to lend in my state, and they are conducting some sort of back end scheme with a national bank in order to charge predatory lending rates at almost 200 % this should not be on my credit report.... I am sure other consumers-and good, upstanding consumers, are being bullied with these tactics..." [#3696514]

**Washington** Borrower, OneMain Financial Holdings. LLC: *"One Main Financial is a predatory lender. I took out a loan with them a couple years ago and fell behind on payments. Eventually they were able to rewrite the loan so I was no longer behind but they never told me that my principal and interest payments were changing. They are charging me over 90 % in interest . . . "* [#2627132]

**West Virginia** Borrower, CURO Intermediate Holdings: *"For one thing they didn't tell me when I took the loan out that there was 300 % interest on this loan. Didn't tell me as you go everyday that the loan grows interest everyday. Also I'm on public assistance. And I only get ssi every month. I can't afford payments of {\$300.00} to {\$400.00} a month. I tried to explain this but no one wanted to help me when I called. Now it's put agaisist my credit. If I could make a small payment a month I have no problem paying for the money I got but the interest is way too much" [#3359939]* 

**Wisconsin** Borrower, Enova International Inc.: *"They charged 299 % interest . . . I had no idea this is Robbing me ... I have payed the loan off however because of the interest rates I have barley paid the principle and I am still getting ridiculous interest charges of 299 %" [#3689776]* 

**Wisconsin** Borrower, Opportunity Financial, LLC: *"To whom this may concern : I have a loan through opp loans. I have used this loan company before and just refinanced recently. I am just curious how they can charge such a high interest in wi, when other states prohibit opp loans to charge 130 % interest rate and get away with it. I understand when I took out the loan, of the high interest rate. I just think that someone should look into the WI laws. Thank you for your time"* [#4449044]

**West Virginia** Borrower, CURO Intermediate Holdings: *"For one thing they didn't tell me when I took the loan out that there was 300 % interest on this loan. Didn't tell me as you go everyday that the loan grows interest everyday. Also I'm on public assistance. And I only get ssi every month. I can't afford payments of {\$300.00} to {\$400.00} a month. I tried to explain this but no one wanted to help me when I called. Now it's put agaisist my credit. If I could make a small payment a month I have no problem paying for the money I got but the interest is way too much" [#3359939]*