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11
12 **UNITED STATES DISTRICT COURT**
13 **CENTRAL DISTRICT OF CALIFORNIA**
WESTERN DIVISION

14 Consumer Financial Protection
Bureau,

15 Plaintiff,

16 v.

17 D and D Marketing, Inc., d/b/a
18 T3Leads, Grigor Demirchyan,
and Marina Demirchyan,

19 Defendants.

Case No. 2:15-cv-9692

**COMPLAINT FOR VIOLATIONS
OF THE CONSUMER FINANCIAL
PROTECTION ACT OF 2010**

1 The Consumer Financial Protection Bureau (Bureau) brings this action
2 against D and D Marketing, Inc., d/b/a T3Leads (T3); Grigor Demirchyan; and
3 Marina Demirchyan under the Consumer Financial Protection Act of 2010
4 (CFPA), 12 U.S.C. §§ 5531, 5536(a), 5564, 5565, and alleges as follows.

5 **Introduction**

6 1. Defendant T3 is a lead aggregator that purchases consumer
7 information (called leads) from lead generators that market payday and installment
8 loans. T3 then sells the leads to lenders and other lead purchasers. T3 has failed to
9 vet or monitor its lead generators and lead purchasers, which exposed consumers to
10 the risk of having their information purchased by illegal actors. And T3 has
11 allowed its lead generators to attract consumers with misleading statements and has
12 taken unreasonable advantage of consumers' lack of understanding of the material
13 risks, costs, or conditions of the loan products for which they apply. This conduct
14 was unfair and abusive, in violation of the CFPA, 12 U.S.C. §§ 5531, 5536(a).

15 **Jurisdiction and Venue**

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

1 its founding. Grigor Demirchyan resides in this district and, in connection with the
2 matters alleged, transacted business here.

3 7. Marina Demirchyan is Vice President of T3 and provides accounting
4 services for T3. Marina Demirchyan resides in this district and, in connection with
5 the matters alleged, transacted business here.

6 **Factual Background**

7 8. T3 has a network of lead generators from which it buys leads and a
8 separate network of purchasers to which it sells leads. Lead generators do not
9 know the identities of the lead purchasers in T3's network or details about the
10 terms of the credit products offered to consumers, and the lead purchasers do not
11 know the identities of the lead generators or the methods they use to attract
12 consumers.

13 9. Lead generators operate websites that advertise loans and through
14 which consumers submit loan applications. Lead generators sell the applications to
15 T3, and T3 sells the applications to lead purchasers.

16 10. The purchasers are online payday and installment lenders, as well as
17 data managers, data brokers, and remarketing companies. Data managers are
18 intermediaries for lenders that outsource their lead-purchasing activities, and data
19 brokers are lead aggregators that have their own networks of lead purchasers to
20 which they sell leads after they purchase them from T3. T3 does not know the end
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1 purchasers of the leads it sells to data managers or data brokers. Remarketing
2 companies buy consumer information to send marketing materials to consumers
3 for products other than the loans for which consumers applied.

4 11. To filter leads to lead purchasers, T3 uses a “ping tree,” which sets the
5 order in which lead purchasers have the option to purchase a given lead from T3.
6 The position of each purchaser in the ping tree is determined primarily by the price
7 the purchaser is willing to pay for a lead; the higher the price, the better the
8 purchaser’s position in the ping tree.

9 12. A consumer who submits a loan application on a lead generator’s
10 webpage is immediately redirected from that page to a lender’s webpage. This
11 automated process takes just seconds, and the consumer is not informed that the
12 loan application has been sold to T3 or sold by T3 to a lead purchaser.

13 13. Before T3 “on-boards” a prospective lead generator into its network,
14 the company performs an introductory review of the lead generator’s website to
15 check for misleading or inaccurate statements to consumers. But lead generators
16 can change their websites without any notice to T3, and T3 does not monitor those
17 websites after lead generators are on-boarded.

18 14. T3 regularly purchases leads from lead generators whose websites
19 include misrepresentations that are likely to mislead consumers into believing that
20 lenders in T3’s network have been evaluated and meet certain standards.

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1 15. Lead generators have incorrectly represented that they were
2 themselves lenders. Lead generators also falsely suggested that they would help
3 consumers find the best rates or lowest fees or that they would review consumers'
4 applications to match them with appropriate lenders.

5 16. T3's lead generators typically do not provide loans directly to
6 consumers, do not select the lenders that will see a consumer's application, and
7 have no involvement in or knowledge of the terms of the loan a consumer receives
8 after T3 sells the lead. Lead generators do nothing more than forward applications
9 to T3.

10 17. T3 does not know the loan terms that consumers will be offered by its
11 lead purchasers, and T3 makes no attempt to match consumers with the best loan
12 for their needs, as consumers are led to believe by lead generators.

13 18. T3 does not require data managers or data brokers to disclose the
14 ultimate purchasers of T3's leads. T3 therefore does not know the identity of all
15 lenders that obtain consumer applications through its lead-purchaser network.

16 19. T3 does not vet or monitor the lead purchasers in its network for
17 compliance with applicable laws.

18 20. In 2013, T3 requested information regarding whether its purchasers
19 complied with the laws of the states where they made loans. Many of its purchasers
20 failed to respond to this request, but T3 continued to do business with them.

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1 21. Lead purchasers provide regular feedback to T3 regarding the quality
2 of its leads, including the number of leads that convert to loans and reasons why
3 leads did not convert. T3 uses this information to refine its lead processing to
4 optimize lead conversion.

5 22. Many of T3's lenders are entities organized by Indian tribes, known as
6 tribal lenders, or organized under the laws of foreign jurisdictions, known as
7 offshore lenders. These lenders typically claim immunity from state regulation, do
8 not comply with the laws of the states where the consumers to which they make
9 loans are located, and do not concede that they are subject to jurisdiction in a
10 forum convenient to the consumer.

11 23. Tribal lenders and offshore lenders typically charge higher interest
12 rates than lenders adhering to state laws. Because they charge higher interest rates,
13 these lenders generally are willing to pay more for leads and thus rank at the top of
14 the T3 ping tree.

15 24. Many of the tribal lenders among T3's purchasers offer contracts
16 providing for the application of tribal law to the contract and providing an
17 exclusive tribal dispute-resolution process.

18 25. Certain entities operating or purporting to operate in the payday or
19 installment-loan industry have engaged in a variety of fraudulent schemes
20 involving leads purchased from lead aggregators. T3 knew or should have known
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1 of such fraudulent actors in the payday or installment-loan industry and the risk of
2 illegal actors purchasing its leads.

3 **Count I**
4 **Unfair Acts and Practices in Violation of the CFPA**
5 **Against All Defendants**

6 26. Plaintiff realleges and incorporates by reference paragraphs 1-25 of
7 this Complaint.

8 27. An act or practice is unfair if it causes or is likely to cause substantial
9 injury to consumers that is not reasonably avoidable by consumers and is not
10 outweighed by countervailing benefits to consumers or to competition. 12 U.S.C.
11 § 5531(c)(1).

12 28. T3's lead generators make statements to consumers regarding the
13 lenders that will receive the consumers' information and the loans those lenders
14 will offer.

15 29. T3 knows or should know of the lead generators' statements and that
16 they are often false and misleading.

17 30. T3 does not vet or monitor its lead purchasers for illegal activity.

18 31. T3 does not require data managers or data brokers to disclose the end
19 purchasers of leads.
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1 39. An act or practice is abusive if it “takes unreasonable advantage of . . .
2 a lack of understanding on the part of the consumer of the material risks, costs, or
3 conditions of the product or service.” 12 U.S.C. § 5531(d)(2)(A).

4 40. Contrary to representations by lead generators, consumers are likely to
5 be steered, through T3’s ping tree, to lenders offering less-favorable terms than
6 may otherwise be available to them. In particular, consumers are likely to be
7 steered to lenders that charge higher interest rates than lenders that comply with
8 state laws, that do not adhere to state usury limits, or that claim immunity from
9 state regulation and jurisdiction. Consumers also are likely to be steered to lenders
10 that offer contracts providing for the application of tribal law to the contract and
11 providing an exclusive tribal dispute-resolution process.

12 41. The possibility of being matched by T3 with a lender that offers less-
13 favorable terms than may otherwise be available is not disclosed to consumers by
14 lead generators. Only after consumers are filtered through the T3 ping tree and
15 redirected from a lead generator’s page to a lender’s e-signature page can
16 consumers find the offered terms and links to lengthy disclosures where lenders
17 reveal material terms such as their tribal affiliation and claimed immunity.

18 42. The inaccurate statements by T3’s lead generators decrease the
19 likelihood that consumers will read the lengthy disclosures on a lender’s webpage.

1 43. The cost of a loan relative to what other lenders might offer, the law
2 governing a loan contract, including whether the lender complies with laws of the
3 consumer's state, and the available forum for raising disputes with the lender or in
4 which the consumer might be sued by the lender are material risks, costs, or
5 conditions.

6 44. T3 knows or should know of lead generators' representations to
7 consumers. T3 knows or should know that its process results in many, if not most,
8 leads being steered to lenders that make loans to consumers that do not comport
9 with express or implied representations made on lead-generator websites.

10 45. T3's conduct takes advantage of consumers' lack of understanding of
11 the material risks, costs, or conditions of the products for which they apply and
12 constitutes an abusive act or practice under 12 U.S.C. §§ 5531(d)(2)(A),
13 5536(a)(1)(B).

14 46. Grigor Demirchyan knowingly or recklessly provides substantial
15 assistance to T3, a service provider that engaged in abusive acts and practices, in
16 violation of 12 U.S.C. § 5536(a)(3).

17 47. Marina Demirchyan knowingly or recklessly provides substantial
18 assistance to T3, a service provider that engaged in abusive acts and practices, in
19 violation of 12 U.S.C. § 5536(a)(3).

Prayer for Relief

Wherefore, the Plaintiff requests that the Court:

1. award injunctive relief as may be necessary to prevent consumer injury during the pendency of this action and to preserve the possibility of effective final relief;
2. permanently enjoin Defendants from committing future violations of the CFPA or any provision of “Federal consumer financial law,” as defined by 12 U.S.C. § 5481(14);
3. grant additional injunctive relief as may be just and proper;
4. award damages or other monetary relief against Defendants;
5. order Defendants to pay redress to harmed consumers;
6. order disgorgement of ill-gotten revenues from Defendants;
7. impose civil money penalties against Defendants;
8. order Defendants to pay Plaintiff’s costs and fees incurred in connection with prosecuting this action; and
9. award additional relief as the Court may determine to be just and proper.

1 Dated: December 17, 2015

Respectfully submitted,

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3 Jeffrey Paul Ehrlich (FL Bar #51561)
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