Register pursuant to section 6(b) of the Act on January 22, 2016 (81 FR 3821).

Patricia A. Brink,

Director of Civil Enforcement, Antitrust Division.

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DEPARTMENT OF JUSTICE

Antitrust Division

United States et al. v. Springleaf Holdings, Inc., et al.; Public Comment and Response on Proposed Final Judgment

Pursuant to the Antitrust Procedures and Penalties Act, 15 U.S.C. 16(b)–(h), the United States hereby publishes below the comment received on the proposed Final Judgment in *United States et. al.* v. *Springleaf Holdings, Inc., et. al.,* Civil Action No. 15–1992 (RMC), together with the Response of the United States to Public Comment.

Copies of the comment and the United States' Response are available for inspection on the Antitrust Division's Web site at *http://www.justice.gov/atr,* and at the Office of the Clerk of the United States District Court for the District of Columbia. Copies of these materials may be obtained from the Antitrust Division upon request and payment of the copying fee set by Department of Justice regulations.

Patricia A. Brink,

Director of Civil Enforcement.

United States District Court for the District of Columbia

United States of America, State of Colorado, State of Idaho, Commonwealth of Pennsylvania, State of Texas, Commonwealth of Virginia, State of Washington, and State of West Virginia, Plaintiffs, v. *Springleaf Holdings, Inc., Onemain Financial Holdings, LLC, and Citifinancial Credit Company, Defendants.*
Case No.: 1:15-cv-01992 (RMC)

Response of Plaintiff United States to Public Comment on the Proposed Final Judgment

Pursuant to the requirements of the Antitrust Procedures and Penalties Act, 15 U.S.C. § 16(b)–(h) (''APPA'' or ''Tunney Act''), the United States hereby files the single public comment received concerning the proposed Final Judgment in this case and the United States's response to the comment. After careful consideration of the submitted comment, the United States continues to believe that the proposed Final Judgment provides an effective and appropriate remedy for the antitrust violations alleged in the Complaint. The United States will move the Court for entry of the proposed Final Judgment after the public comment and this Response have been published in the **Federal Register** pursuant to 15 U.S.C. § 16(d).

I. Procedural History

On March 2, 2015, Springleaf Holdings, Inc. (''Springleaf'') entered into a purchase agreement to acquire OneMain Financial Holdings, LLC (''OneMain'') from CitiFinancial Credit Company for $4.25 billion. On November 13, 2015, the United States and the States of Colorado, Idaho, Texas, Washington and West Virginia and the Commonwealths of Pennsylvania and Virginia (collectively ''Plaintiffs'') filed a civil antitrust Complaint seeking to enjoin Springleaf from acquiring OneMain. Plaintiffs alleged in the Complaint that the proposed acquisition likely would substantially lessen competition for personal installment loans to subprime borrowers in numerous local areas in violation of Section 7 of the Clayton Act, 15 U.S.C. § 18.

Simultaneously with the filing of the Complaint, Plaintiffs filed a proposed Final Judgment, an Asset Preservation Stipulation and Order, and a Competitive Impact Statement (''CIS''). As required by the Tunney Act, the United States published the proposed Final Judgment and CIS in the **Federal Register** on November 24, 2015, *see* 80 FR 73212, and caused to be published summaries of the proposed Final Judgment and CIS, together with directions for the submission of written comments relating to the proposed Final Judgment, in *The Washington Post* for seven days from November 20 to November 26, 2015. The 60-day period for public comments ended on January 25, 2016. The United States received one comment, which is described below and attached hereto as Exhibit 1.

II. The Investigation and the Proposed Settlement

The proposed Final Judgment is the culmination of more than six months of investigation by the Antitrust Division of the United States Department of Justice (''Department''), along with Offices of the State Attorneys General of Colorado, Idaho, Texas, Washington, West Virginia, Pennsylvania, and Virginia (collectively ''States''). As part of the investigation, the Department issued 21 Civil Investigative Demands for documents and information and collected more than 350,000 documents from the Defendants and third parties. The Department also conducted interviews with competitors, obtained information from state regulators, and deposed six Springleaf and OneMain business executives. In addition, the Department consulted consumer advocacy groups to solicit their views about the proposed acquisition. The Department carefully analyzed the information it obtained from these sources and thoroughly considered all of the issues presented.

The Department found that the proposed acquisition likely would have eliminated substantial head-to-head competition between Springleaf and OneMain in the provision of personal installment loans to subprime borrowers in local areas within and around 126 towns and municipalities in 11 states. In these areas, Springleaf and OneMain are the largest providers of personal installment loans to subprime borrowers, and face little, if any, competition from other personal installment lenders. Without the benefit of competition between Springleaf and OneMain, the Department concluded that prices and other terms for personal installment loans to subprime borrowers would become less favorable, and access to such loans by subprime borrowers would decrease. For these reasons, the Department, joined by the States, filed a civil antitrust lawsuit to enjoin the merger and alleged that the proposed transaction violated Section 7 of the Clayton Act, 15 U.S.C. § 18.

The proposed Final Judgment eliminates the anticompetitive effects identified in the Complaint by requiring Defendants to divest 127 Springleaf branches to Lendmark Financial Services or to one or more alternative acquirers acceptable to the United States. The branches to be divested are located in the local areas within and around the 126 towns and municipalities identified in the Complaint. The divestitures will establish Lendmark as a new, independent, and economically viable competitor in some states and local areas and allow Lendmark to enhance its competitive presence in others.

Since Plaintiffs submitted the proposed Final Judgment on November 13, 2015, Lendmark has begun the process of obtaining state licenses for the acquisition of the 127 Springleaf branches. In addition, the Court appointed Patricia A. Murphy as Monitoring Trustee on January 19, 2016.

III. Standard of Judicial Review

The Tunney Act requires that proposed consent judgments in antitrust cases brought by the United States be subject to a 60-day public comment period, after which the court shall determine whether entry of the proposed Final Judgment ''is in the public interest.'' 15 U.S.C. § 16(e)(1). In making that determination, the court, in accordance with the statute as amended in 2004, is required to consider:

(A) the competitive impact of such judgment, including termination of alleged violations, provisions for enforcement and modification, duration of relief sought, anticipated effects of alternative remedies actually considered, whether its terms are ambiguous, and any other competitive considerations bearing upon the adequacy of such judgment that the court deems necessary to a determination of whether the consent judgment is in the public interest; and

(B) the impact of entry of such judgment upon competition in the relevant market or markets, upon the public generally and individuals alleging specific injury from the violations set forth in the complaint including consideration of the public benefit, if any, to be derived from a determination of the issues at trial.

15 U.S.C. § 16(e)(1). In considering these statutory factors, the court's inquiry is necessarily a limited one as the government is entitled to ''broad discretion to settle with the defendant within the reaches of the public interest.'' *United States* v. *Microsoft Corp.,* 56 F.3d 1448, 1461 (D.C. Cir. 1995); *see also United States* v. *SBC Commc'ns, Inc.,* 489 F. Supp. 2d 1, 10–11 (D.D.C. 2007) (assessing public interest standard under the Tunney Act); *United States* v. *InBev N.V./S.A.,* No. 08-cv-1965 (JR), 2009 U.S. Dist. LEXIS 84787, at *3 (D.D.C. Aug. 11, 2009) (discussing nature of review of consent judgment under the Tunney Act; inquiry is limited to ''whether the government's determination that the proposed remedies will cure the antitrust violations alleged in the complaint was reasonable, and whether the mechanisms to enforce the final judgment are clear and manageable'').

Under the APPA, a court considers, among other things, the relationship between the remedy secured and the specific allegations set forth in the Complaint, whether the decree is sufficiently clear, whether the enforcement mechanisms are sufficient, and whether the decree may positively harm third parties. *See Microsoft,* 56 F.3d at 1458–62. With respect to the adequacy of the relief secured by the decree, a court may not ''engage in an unrestricted evaluation of what relief would best serve the public.'' *United States* v. *BNS, Inc.,* 858 F.2d 456, 462 (9th Cir. 1988) (citing *United States* v. *Bechtel Corp.,* 648 F.2d 660, 666 (9th Cir. 1981)). Instead, courts have held that:

[t]he balancing of competing social and political interests affected by a proposed antitrust consent decree must be left, in the first instance, to the discretion of the Attorney General. The court's role in protecting the public interest is one of insuring that the government has not breached its duty to the public in consenting to the decree. The court is required to determine not whether a particular decree is the one that will best serve society, but whether the settlement in ''*within the reaches of the public interest.*'' More elaborate requirements might undermine the effectiveness of antitrust enforcement by consent decree.

Bechtel, 648 F.2d at 666 (emphasis added) (citations omitted).

In determining whether a proposed settlement is in the public interest, ''the court 'must accord deference to the government's predictions about the efficacy of its remedies.' '' *United States* v. *U.S. Airways Grp., Inc.,* 38 F. Supp. 3d 69, 76 (D.D.C. 2014) (quoting *SBC Commc'ns,* 489 F. Supp. at 17). *See also Microsoft,* 56 F.3d at 1461 (noting that the government is entitled to deference as to its ''predictions as to the effect of the proposed remedies''); *United States* v. *Archer-Daniels-Midland Co.,* 272 F. Supp. 2d 1, 6 (D.D.C. 2003) (noting that the court should grant due respect to the United States's ''prediction as to the effect of the proposed remedies, its perception of the market structure, and its views of the nature of the case''); *United States* v. *Morgan Stanley,* 881 F. Supp. 2d 563, 567–68 (S.D.N.Y. 2012) (explaining that the government is entitled to deference in choice of remedies).

Courts ''may not require that the remedies perfectly match the alleged violations.'' *SBC Commc'ns,* 489 F. Supp. 2d at 17. Rather, the ultimate question is whether ''the remedies [obtained in the decree are] so inconsonant with the allegations charged as to fall outside of the 'reaches of the public interest.' '' *Microsoft,* 56 F.3d at 1461. Accordingly, the United States ''need only provide a factual basis for concluding that the settlements are reasonably adequate remedies for the alleged harms.'' *SBC Commc'ns,* 489 F. Supp. 2d at 17; *see also United States* v. *Apple, Inc.* 889 F. Supp. 2d 623, 631 (S.D.N.Y. 2012). And, a ''proposed decree must be approved even if it falls short of the remedy the court would impose on its own, as long as it falls within the range of acceptability or is within the reaches of the public interest.'' *United States* v. *Am. Tel. & Tel. Co.,* 552 F. Supp. 131, 151 (D.D.C. 1982) (citations and internal quotations omitted); *see also United States* v. *Alcan Aluminum Ltd.,* 605 F. Supp. 619, 622 (W.D. Ky. 1985) (approving the consent decree even though the court would have imposed a greater remedy).

In its 2004 amendments to the Tunney Act,[1] Congress made clear its intent to preserve the practical benefits of using consent decrees in antitrust enforcement, adding the unambiguous instruction that ''[n]othing in this section shall be construed to require the court to conduct an evidentiary hearing or to require the court to permit anyone to intervene.'' 15 U.S.C. § 16(e)(2). The procedure for the public interest determination is left to the discretion of the court, with the recognition that the court's ''scope of review remains sharply proscribed by precedent and the nature of the Tunney Act proceedings.'' *SBC Commc'ns,* 489 F. Supp. 2d at 11; *see also United States* v. *Enova Corp.,* 107 F. Supp. 2d 10, 17 (D.D.C. 2000) (''[T]he Tunney Act expressly allows the court to make its public interest determination on the basis of the competitive impact statement and response to public comments alone.''); *US Airways,* 38 F. Supp. 3d at 76 (same).

IV. Summary of Public Comment and the United States's Response

The United States received one public comment from the Center for Responsible Lending (''CRL''), a nonprofit, nonpartisan research and policy organization that seeks to eliminate abusive financial practices. CRL submitted the comment to provide additional context about the personal installment loan industry and highlight what CRL believes to be abusive industry practices that the proposed Final Judgment does not address. In particular, CRL describes three alleged lending practices of particular concern: (1) the high incidence of repeat refinancing, which CRL claims is indicative of the industry's widespread extension of loans that borrowers do not have the ability to repay; (2) the sale of ancillary products such as credit insurance with installment loans, which CRL alleges significantly increases borrowing costs and lender fees; and (3) the tendency of personal installment

[1] The 2004 amendments substituted ''shall'' for ''may'' in directing relevant factors for courts to consider and amended the list of factors to focus on competitive considerations and to address potentially ambiguous judgment terms. *Compare* 15 U.S.C. § 16(e) (2004), *with* 15 U.S.C. § 16(e)(1) (2006); *see also SBC Commc'ns,* 489 F. Supp. 2d at 11 (concluding that the 2004 amendments ''effected minimal changes'' to Tunney Act review).

lenders to charge the maximum interest rate permitted under state law, which CRL claims to occur regardless of the borrower's creditworthiness. Taken together, CRL suggests that these alleged practices demonstrate that personal installment loans offer little benefit to consumers and often lead to more financial harm than help.

The Department appreciates CRL's advocacy efforts on behalf of consumers and takes CRL's concerns about possible abusive industry practices seriously. However, the Department is tasked with enforcing the antitrust laws of the United States and does not have jurisdiction to address other issues of consumer protection that fall within the purview of agencies such as the Consumer Financial Protection Bureau. The Department's antitrust investigation was limited to analysis of Springleaf's proposed acquisition of OneMain and its likely competitive effects. In reaching the proposed settlement, the Department concluded that there was direct and meaningful competition between Springleaf and OneMain (competition that was not limited to branding and branch location, as suggested in CRL's comment); that subprime borrowers benefitted from this head-to-head competition; and that the loss of this competition would likely result in higher prices and less favorable terms for personal installment loans in over 120 local areas in 11 states. The divestitures set forth in the proposed Final Judgment seek to eliminate these anticompetitive effects in all of the local areas of concern.

CRL's comment suggests that the Department should—as part of its review of the proposed merger—investigate and take steps to remedy alleged industry practices that are outside of the Department's merger review and thus are not (and cannot be) challenged in the Complaint. It is well-settled that comments, such as CRL's comment, that are unrelated to the concerns identified in the complaint reach beyond the scope of this Court's Tunney Act review. *See, e.g., SBC Commc'ns,* 489 F. Supp. 2d at 14 (holding that ''a district court is not permitted to 'reach beyond the complaint to evaluate claims that the government did *not* make and to inquire as to why they were not made' '') (quoting *Microsoft,* 56 F.3d at 1459) (emphasis in original); *see also US Airways,* 38 F. Supp. 3d at 76. Accordingly, CRL's comment does not provide a basis for rejecting the proposed Final Judgment.

V. Conclusion

After reviewing the public comment, the United States continues to believe that the proposed Final Judgment, as drafted, provides an effective and appropriate remedy for the antitrust violations alleged in the Complaint, and is therefore in the public interest. The United States will move this Court to enter the proposed Final Judgment after the comment and this response are published in the **Federal Register**.

Dated: March 08, 2016

Respectfully submitted,

________/s/________

Angela Ting (D.C. Bar #449576),
United States Department of Justice, Antitrust Division, Litigation II Section, 450 Fifth Street, NW., Suite 8700, Washington, DC 20530, Tel.: (202) 616–7721, Email: angela.ting@usdoj.gov.

Comments From the Center for Responsible Lending to the U.S. Department of Justice Regarding United States et al. v. Springleaf Holdings, Inc., et al.; Proposed Final Judgment and Competitive Impact Statement

January 23, 2016

The Center for Responsible Lending [1] submits this comment to provide additional context about the consumer installment loan market, in particular to highlight issues unaddressed by the proposed settlement with One Main and Springleaf. In this letter, the undersigned organizations bring to your attention three areas of concern that the settlement did not address, but which have a significant impact on borrowers:

- The high incidence of repeat refinancing in the industry;
- The sale of ancillary products such as credit insurance that significantly increase the cost of installment loans while providing very little benefit to borrowers; and
- The tendency of lenders to charge the maximum interest rate permitted under state law regardless of the creditworthiness of the borrower.

We were also particularly concerned about the Department's characterization of installment loans as a ''lifeline'' for consumers. Loans that are not appropriately underwritten such that a borrower can repay them without refinancing are not a lifeline. Neither are loans laden with credit insurance products that significantly increase the cost of the loan while providing little to no benefit to the borrower a lifeline. Rather, installment loans like those that OneMain and Springleaf make often sink borrowers into inescapable debt.

Repeat refinancings provide lenders the opportunity to extend the length of the loan and charge new origination or processing fees, but often fail to generate benefits for the borrower. Worse, refinancing allows the lender to sell new add-on credit insurance products. This creates a harmful, symbiotic relationship between refinancing and add-on products—refinancing is not only a powerful and lucrative incentive for installment lenders to extend the loan, but the ability to sell new insurance products with each loan that provide substantial compensation to the lender results in added cost to the borrowers with little or no benefit.

Repeat Refinancing Indicates Unaffordable Loans or Lending Without Regard to Ability to Repay

Regardless of the type of loan product, evidence of significant repeat refinancing is a signal of troublesome practices. Typically, the original loan was not made on terms affordable to the borrower and/or the lender is engaged in loan flipping to increase the costs of the credit and extend the indebtedness. In fact, longstanding applications of the principle of ''ability to repay'' provide that it means determining the borrower can afford to repay a loan *without refinancing, renewing, or reborrowing.*[2] Installment loans have been associated with repeated refinances that account for as much two-thirds of loan business. Upon refinancing, the lender assesses new fees and add-on products where allowed while extending the term of the loan. Consumers are typically not given an adequate rebate of charges prepaid on the first loan.

These loans are often secured by a borrower's personal property, car or both. This practice provides the lender extraordinary leverage over the borrower as well as the opportunity to require and sell expensive property

[1] The Center for Responsible Lending (CRL), a nonprofit, nonpartisan research and policy organization dedicated to protecting homeownership and family wealth by working to eliminate abusive financial practices. CRL is an affiliate of Self-Help, a nonprofit community development financial institution. For thirty years, Self-Help has focused on creating asset-building opportunities for low-income, rural, women-headed, and minority families, primarily through financing safe, affordable home loans and small business loans. In total, Self-Help has provided $6 billion in financing to 70,000 homebuyers, small businesses and nonprofit organizations and serves more than 80,000 mostly low-income families through 30 retail credit union branches in North Carolina, California, and Chicago.

[2] *See, e.g.,* the Federal Reserve Board's 2009 rules under the Home Ownership and Equity Protection Act (HOEPA), which note that ''[l]ending without regard to repayment ability . . . facilitates an abusive strategy of 'flipping' borrowers in a succession of refinancings.'' Federal Reserve System, Truth in Lending, Regulation Z; Final Rule, 73 FR 44522, 44542 (July 30, 2008).

insurance. In the case of loans secured by personal property, it is extremely unlikely that upon default the lender will repossess used personal property of little value, but the threat of repossession is an effective collection tactic.[3] It is for this reason that the FTC banned the practice of securing loans with household goods, but the decades-old rule has not been updated to include items such as computers and smartphones. Even in the case of auto title loans, where lenders do repossess the vehicles, the primary purpose of holding the title is to coerce repayment of an unaffordable loan.

A front-page New York Times article noted that, although OneMain Financial ''offers its borrowers unsecured, installment loans with interest rates of up to 36 percent,'' many of its borrowers refinance the loan.[4] (Note: Importantly, this interest rate excludes the typically significant cost of ancillary products, discussed further below.) According to the New York Times: ''About 60 percent of OneMain's loans are so-called renewals'' that may essentially be '' 'default masking' because borrowers may be able to refinance before they run into trouble paying back their current balance.''[5]

In addition, in documents related to the securitization of the loans, OneMain notes, ''In certain cases, a Renewal may be offered to customers whose personal loans are in the early stages of delinquency.''[6]

Likewise, Springleaf also emphasizes the importance of loan renewals to its business plan, expecting ''a substantial portion of the Loans will be renewed . . . .''[7] It further notes: ''[E]ffecting renewals of personal loans for current personal loan borrowers who have demonstrated their ability and willingness to repay amounts owed to Springleaf into new and larger personal loans is an important part of Springleaf's branch lending business.''[8]

These trends of repeat refinancing extend beyond these individual national companies, but rather appear to permeate the consumer installment industry as a whole. In North Carolina, for example, where the state regulator collects annual data on installment lending, in 2014, 80 percent of loans made by all consumer finance companies in the state were re-financings of outstanding loans or the origination of new loans to previous customers.[9]

Ancillary Products Significantly Increase the Cost of Loans Above Their Stated Interest Rate, While Providing Notoriously Little Benefit to Borrowers

Add-on products are of particular concern in installment loans, yet the settlement is silent as to this additional cost. Installment loans frequently include high-cost ancillary products like credit life and disability insurance and/or discount clubs or plans that increase the cost of credit significantly. Refinancing exacerbates the harms caused by add-on products, giving additional opportunities for lenders to pack additional fees into each loan.

As a signal of the harms of these ancillary products, in 2006, when Congress enacted the Military Lending Act's cap of a 36% Military APR (MAPR) on consumer credit extended to active duty families, it specifically included, within the calculation of the cap, charges for credit insurance and other ancillary products sold in connection with credit transactions. In 2014, the U.S. Department of Defense noted, ''[O]ther costs to the consumer not included in the APR could make loans below 36% above that threshold when considered as part of that calculation. These additional costs, along with repeated refinancing have come under scrutiny.''[10] As a result of these concerns, in 2015, the U.S. Department of Defense updated its rules implementing the MLA not only to extend the 36% MAPR to installment loans but also to ensure that the MAPR is always inclusive of credit insurance and other ancillary products.[11]

A recent investigative series into the sale of credit insurance highlighted both the significant increased cost to borrowers and the significant lack of value these products provide.[12] For example, one installment loan described in the investigative series was made to a Service member with an APR of 90% but actually had an effective 182% MAPR when the ancillary products were included. In another example, ''A $2,475 installment loan made [by TMX Finance] to a soldier at Fort Stewart near Savannah, Ga., in 2011 . . . carried a 43 percent annual rate over 14 months—but that rate effectively soared to 80 percent when the insurance products were included. To get the loan, the soldier surrendered the title to his car.'' The investigation further describes how some employees of lenders deliberately conceal or misrepresent the add-on products from the borrower.[13] This same investigative series also showed how installment lenders sell loss of income insurance to individuals receiving government benefits, such as social security or government pensions.[14]

Borrowers are also likely to have a poor understanding of potential exclusions for the insurance purchased or may be misled to believe that the insurance policy covers more than it does. For example, one man who purchased credit disability insurance lost two fingers in a work-related accident but was denied coverage because the policy only paid if the borrower lost at least four fingers or the whole hand.[15]

These add-ons accrue notoriously little benefit to borrowers. A key measure of the efficacy of insurance programs is the loss ratio—the percentage of premiums that are paid out in claims. We do not know the loss ratios of the Springleaf or One Main credit insurance products, but available evidence about other products indicates that credit insurance often has little value for the consumer. For one insurance company whose products are sold by consumer finance companies, 69 percent of the premiums went to back

[3] Indeed, given this extraordinary, coercive leverage, repayment of a loan secured by personal property is far from indication that a borrower had a genuine ability to afford the loan while meeting ongoing expenses; it means only that the lender was able to extract payment. (footnoting b/c thinking it seems good to include but don't want to interrupt the refinance flow).

[4] Michael Corkery, ''States Ease Interest Rate Laws That Protected Poor Borrowers,'' New York Times, Oct. 21, 2014.

[5] Id.

[6] OneMain Financial, OMFIT 2015–3 Private Placement Memorandum, at 91, *http://files.shareholder.com/downloads/AMDA-28PMI5/1321842233x0x867148/8308BAA5-B813-4111-84BC-31DCD0DD0918/OMFIT_2015–3_--_Final_PPM.pdf.*

[7] Springleaf Financial Services, 2013–A Private Placement Memorandum, *http://investor.springleaffinancial.com/asset-backed-securities.cfm.*

[8] Id.

[9] *http://www.nccob.org/Public/docs/Financial%20Institutions/Consumer%20Finance/2014_Annual_Report.pdf*

[10] U.S. Department of Defense, ''Report: Enhancement of Protections on Consumer Credit for Members of the Armed Forces and Their Dependents'' (April 2014).

[11] U.S. Department of Defense, ''Limitations on Terms of Consumer Credit Extended to Service Members and Dependents,'' Final Rule, July 2015, *https://www.gpo.gov/fdsys/pkg/FR-2015-07-22/pdf/2015-17480.pdf.*

[12] The ProPublica series on installment lending from May 2013 is at: *http://www.marketplace.org/topics/wealth-poverty/beyond-payday-loans/victory-drive-soldiers-defeated-debt-story-propublica.*

[13] Id., (''You were supposed to tell the customer you could not do the loan without them purchasing all of the insurance products, and you never said 'purchase,' . . . You said they are 'included with the loan' and focused on how wonderful they are . . . Every new person who came in, we always hit and maximized with the insurance . . . That was money that went back to the company.'').

[14] Complaint, *Illinois* v. *CMK Investments, Inc.,*

[15] Paul Kiel, *The 182 Percent Loan: How Installment Lenders Put Borrowers in a World of Hurt,* ProPublica, May 13, 2013, available at *http://www.propublica.org/article/installment-loans-world-finance.*

to the lenders, while 5 percent went to pay actual insurance claims. A similar pattern holds for the sale of its accident and health policies sold in junction with the loan—in one state, Georgia, in 2011, 56 percent went back to the lenders, and only 14 percent went to claims.[16]

A series of enforcement actions by the Consumer Financial Protection Bureau provides important examples of how add-on products can be used to increase the cost of using a credit card, both at the time the account is opened and later in the relationship.[17] In July 2012, the CFPB issued a bulletin describing its supervisory experience with add-on products and clarifying the steps that supervised institutions should take to ensure that add-on products do not harm consumers or violate federal law.[18] The bulletin discussed expectations around the marketing of add-on products and associated employee compensation guidelines to ensure that financial institutions do not create an incentive to provide inaccurate information. The bulletin also highlighted the need to ensure that consumers are not required to purchase products as a condition of obtaining credit.

As noted in reports to investors, both Springleaf and OneMain sell various ancillary products, such as credit insurance and membership products, which are typically financed into the principal of the loan upon origination.[19] Both companies sell the products through affiliates; for both companies, these affiliates are significant parts of their business. For example, Springleaf notes that financed insurance premiums account for 4% of the aggregate principal loan balance, and for OneMain, they represented 5.3% of the aggregate principal balance of OneMain Financial's personal loan portfolio as of December 31, 2013.

In North Carolina, where Springleaf and OneMain comprise the two largest lenders, the sale of insurance products on installment loans made by consumer finance companies is more than double the number of loans originated, indicating that a single loan is often stacked with multiple insurance products.[20]

Further indicative that some lenders use credit insurance or other add-on sales to drive up loan costs is the fact that installment lenders tack on add-on products in states that have lower statutory caps on interest, but do not do so in states that allow for higher interest rates.[21]

A survey by the North Carolina Justice Center puts a point on how add-ons help drive refinancings. The survey of 50 cases filed by consumer finance lenders in Wake County, North Carolina, found that where there was evidence of refinancing, a majority of the ''payout'' went towards paying credit insurance fees. The average amount disbursed to borrowers was less than $1.50.

Lenders Tend To Charge the Maximum Rate Permitted Under State Law

In its 2012 annual report to investors, a national consumer installment lender noted ''that virtually all participants in the small-loan consumer finance industry charge at or close to the maximum rates permitted under applicable state laws in those states with interest rate limitations.'' [22] Similarly, in an in-depth examination of the consumer installment lending industry, the NC Commission on Banks determined that ''licensees were charging the maximum blended rate allowable.'' [23] There is no competition on price in this market—rather, any competition is centered around store location and branding. For consumers, the presence of more or different lenders in a community will have no meaningful impact on the cost of installment loans.

We urge the Department to consider this information carefully, and to clarify its statement that these loans are helpful to communities in need. As this information shows, too often these loans lead to financial harm, not help.

[FR Doc. 2016–06238 Filed 3–18–16; 8:45 am]

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[16] Id.

[17] See summary of CFPB enforcement actions in Comments of Center for Responsible Lending, National Consumer Law Center, Consumer Federation of America, Consumer Action, and U.S. PIRG, to U.S Department of Defense, December 31, 2014, *http://www.responsiblelending.org/sites/default/files/nodes/files/research-publication/mla_comments_12242014.pdf.*

[18] Marketing of Credit Card Add-on Products. CFPB Bulletin 2012–06. Washington, DC: Consumer Financial Protection Bureau, July 18, 2012. *http://files.consumerfinance.gov/f/201207_cfpb_bulletin_marketing_of_credit_card_addon_products.pdf.*

[19] Springleaf Financial Services, 2015–B Private Placement Memorandum, *http://investor.springleaffinancial.com/asset-backed-securities.cfm* ''Springleaf, Springleaf sells credit insurance products to its personal loan borrowers. These products are provided by a group of Springleaf-affiliated insurance companies and insure the personal loan borrower's payment obligations on the related personal loan in the event of such personal loan borrower's inability to make monthly payments due to death, disability or involuntary unemployment. Payment of the associated premiums can be made by the Borrower separately, but except in very rare instances, the personal loan borrower finances payment of the premium and it is included in the principal balance of the applicable personal loan. The financing of credit insurance products premiums generally represents approximately 4.00% of the aggregate principal balance of Springleaf's personal loan portfolio.''

OneMain Financial, OMFIT 2015–3 Private Placement Memorandum, at 91, *http://files.shareholder.com/downloads/AMDA-28PMI5/1321842233x0x867148/8308BAA5-B813-4111-84BC-31DCD0DD0918/OMFIT_2015-3_-_Final_PPM.pdf* ''OneMain Financial offers its customers optional credit insurance products and membership programs, and the premiums and fees for these products and programs typically are financed as part of the principal balance of the applicable personal loan. See ''*Underwriting Process and Standards—Optional Products: Credit Insurance and Membership Program''* in this private placement memorandum. This represents approximately 4.9% of the aggregate principal balance of OneMain Financial's personal loan portfolio as of June 30, 2015. . . . OneMain Financial offers optional insurance products to its customers through its affiliated insurance companies American Health and Life Insurance, Co. (''AHL''), and Triton Insurance Company (''Triton'' and together with AHL, ''Citi Assurance Services'' or ''CAS''), as described below under ''*Underwriting Process and Standards—Optional Products: Credit Insurance and Membership Program''* in this private placement memorandum. AHL and Triton are wholly-owned subsidiaries of CCC.

[20] The North Carolina Commissioner of Banks's 2014 Consumer Finance Annual Report showed more than 1.2 million credit insurance products were sold on only 495,682 loans. *http://www.nccob.org/Public/docs/Financial%20Institutions/Consumer%20Finance/2014_Annual_Report.pdf*

[21] Kiel, Paul, ''The 182 Percent Loan: How Installment Lenders Put Borrowers in a World of Hurt,'' ProPublica, May 13, 2014. *http://www.propublica.org/article/installment-loans-world-finance.*

[22] World Acceptance Corporation, SEC Filing 10–K, March 31, 2012.

[23] N.C. Commissioner of Banks, ''The Consumer Finance Act: Report and Recommendations to the 2011 General Assembly.'' February 2011.

DEPARTMENT OF JUSTICE

[OMB Number 1103–0100]

Agency Information Collection Activities: Proposed eCollection eComments Requested Monitoring Information Collections

AGENCY: Community Orient Policing Services, Department of Justice.

ACTION: 30-Day notice.

SUMMARY: The Department of Justice (DOJ) Office of Community Oriented Policing Services (COPS) will be submitting the following information collection request to the Office of Management and Budget (OMB) for review and approval in accordance with the Paperwork Reduction Act of 1995. The proposed information collection was previously published in the **Federal Register** at 81 FR 1443, on January 12, 2016, to obtain comments from the public and affected agencies.

DATES: The purpose of this notice is to allow for an additional 30 days until April 20, 2016.

FOR FURTHER INFORMATION CONTACT: If you have comments especially on the