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16 UNITED STATES DISTRICT COURT
17 NORTHERN DISTRICT OF CALIFORNIA
18 San Jose Division

009 03815 PVT

19 FEDERAL TRADE COMMISSION,

20 Plaintiff,

21 v.

22 VIRTUALWORKS, LLC, a limited liability
23 company, a/k/a Virtual Works, f/k/a Private
24 Date Finder, also d/b/a EverPrivate Card and
25 Secret Cash Card,

26 JEROME "JERRY" KLEIN, individually and
27 as an officer of VIRTUALWORKS, LLC,
28 and

JOSHUA FINER, individually and as an
officer of VIRTUALWORKS, LLC,

Defendants.

Case No. _____

COMPLAINT FOR PERMANENT
INJUNCTION AND OTHER
EQUITABLE RELIEF

Complaint

1 Plaintiff, the Federal Trade Commission (“FTC”), for its Complaint alleges:

2 1. The FTC brings this action under Section 13(b) of the Federal Trade Commission
3 Act (“FTC Act”), 15 U.S.C. § 53(b), to obtain permanent injunctive relief, rescission or
4 reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten
5 monies, and other equitable relief for Defendants’ acts or practices in violation of Section 5(a) of
6 the FTC Act, 15 U.S.C. § 45(a).

7 **JURISDICTION AND VENUE**

8 2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1337(a),
9 and 1345, and 15 U.S.C. §§ 45(a) and 53(b).

10 3. Venue is proper in this District under 28 U.S.C. §§ 1391(b) and (c), and 15 U.S.C.
11 § 53(b).

12 **INTRADISTRICT ASSIGNMENT**

13 4. The primary marketing affiliate of Defendants has its primary place of business in
14 the County of Santa Clara, and Defendants have transacted business with consumers who reside
15 in the County of Santa Clara.

16 **PLAINTIFF**

17 5. The FTC is an independent agency of the United States Government created by
18 statute. 15 U.S.C. §§ 41–58. The FTC is charged, *inter alia*, with enforcement of Section 5(a)
19 of the FTC Act, 15 U.S.C. § 45(a), which prohibits unfair and deceptive acts or practices in or
20 affecting commerce.

21 6. The FTC is authorized to initiate federal district court proceedings, by its own
22 attorneys, to enjoin violations of the FTC Act and to secure such equitable relief as may be
23 appropriate in each case, including restitution and disgorgement. 15 U.S.C. § 53(b).

24 **DEFENDANTS**

25 7. Defendant VirtualWorks, LLC (“VirtualWorks”) is a limited liability company
26 registered in California with its principal place of business at 655 Mystic Way, Laguna Beach,
27 CA 92651. VirtualWorks transacts or has transacted business in this District and throughout the
28 United States. At all times material to this Complaint, acting alone or in concert with others,

1 VirtualWorks, directly or through its affiliates, has advertised, marketed, and/or sold prepaid
2 debit cards to consumers throughout the United States.

3 8. Defendant Jerome “Jerry” Klein was at all times material to this Complaint the
4 President and CEO of Defendant VirtualWorks. At all times material to this Complaint, acting
5 alone or in concert with others, he has formulated, directed, controlled, had the authority to
6 control, or participated in the acts and practices of VirtualWorks, including the acts and practices
7 set forth in this Complaint. Defendant Klein, in connection with the matters alleged herein,
8 transacts or has transacted business in this District and throughout the United States.

9 9. Defendant Joshua Finer was at all times material to this Complaint the owner,
10 Vice President, and Chief Technology Officer of Defendant VirtualWorks. At all times material
11 to this Complaint, acting alone or in concert with others, he has formulated, directed, controlled,
12 had the authority to control, or participated in the acts and practices of VirtualWorks, including
13 the acts and practices set forth in this Complaint. Defendant Finer, in connection with the
14 matters alleged herein, transacts or has transacted business in this District and throughout the
15 United States.

16 COMMERCE

17 10. At all times material to this Complaint, Defendants have maintained a substantial
18 course of trade in or affecting commerce, as “commerce” is defined in Section 4 of the FTC Act,
19 15 U.S.C. § 44.

20 DEFENDANTS’ BUSINESS ACTIVITIES

21 11. From about September 2006 to about February 2007, Defendants marketed a
22 MasterCard-brand prepaid debit card, called the Secret Cash Card, for an enrollment fee ranging
23 from \$39.95 to \$49.95. From about March 2007 to about August 2007, Defendants marketed a
24 Visa-brand prepaid debit card, called the EverPrivate Card, for an enrollment fee ranging from
25 \$49.95 to \$54.95. Hereinafter, the Secret Cash Card and the EverPrivate Card are referred to
26 collectively as the EverPrivate Card.

27 12. The EverPrivate Card was touted as a debit card that could be used to shop online
28 without anyone else knowing. It came with a zero balance and could be loaded with cash at

1 designated locations.

2 13. Defendants marketed their EverPrivate Card primarily through marketing
3 affiliates. These entities marketed the EverPrivate Card and referred customers or potential
4 customers to Defendants. These affiliates typically displayed an offer for the EverPrivate Card
5 on websites that market short-term, or “payday,” loan services.

6 14. During the period in which Defendants marketed the EverPrivate Card, Swish
7 Marketing, Inc. (“Swish”) was Defendants’ highest yielding marketing affiliate. Swish is
8 located at 555 Bryant Street, No. 349, Palo Alto, CA 94301.

9 15. Swish operated numerous payday loan websites that displayed offers for the
10 EverPrivate Card, including but not limited to the websites containing the webpages attached as
11 Exhibits A, B, and C.

12 16. Swish operated numerous websites whose homepages were materially similar to
13 the one depicted in Exhibit A. These homepages, which featured an application form for a
14 payday loan, conveyed the general message that the consumer, in completing the application
15 form, was merely applying for a payday loan, as opposed to purchasing any good or service. For
16 example, in numerous instances, these homepages contained the following attributes:

- 17 a. The headlines on the homepage contained various statements in large, bolded font
18 about payday loans, such as the available loan amounts and possible uses for the
19 loan, and contained no reference to the EverPrivate Card or to any product or
20 service other than the payday loan matching service.
- 21 b. The homepage displayed a fillable loan application form that required, among
22 other things, a consumer’s bank name, bank routing number, and bank account
23 number.
- 24 c. The homepage contained no statement suggesting that there were any charges
25 associated with submitting the payday loan application.
- 26 d. The homepage contained no reference to the EverPrivate Card or to any product
27 or service other than the payday loan matching service.
- 28 e. Below the application form, the homepage displayed a submit button, with a label

1 in bold, prominent type, such as, **“Get matched for your payday loan!”**

2 17. In numerous instances, consumers who clicked on the submit button referred to in
3 Paragraph 16e were taken to a webpage materially similar to the webpage depicted in Exhibit B,
4 which displayed offers for several products or services unrelated to the loan. The webpage
5 conveyed that these offers were not linked to the loan application process and could be bypassed
6 without consequence. For example, in numerous instances, these webpages contained the
7 following attributes:

8 a. At the top of the webpage a headline in large, bolded text read, **“Before you get
9 your loan, check out the limited time offers below!”**

10 b. At the bottom of the page, a prominent submit button appeared. It contained
11 large, bolded text, with a label such as, **“Finish matching me with a payday
12 loan provider!”**

13 c. Sandwiched between the two prominent statements described in Paragraph 17a
14 and Paragraph 17b, this webpage displayed four boxes arranged in a two-by-two
15 grid. The grid contained four offers e.g., a credit repair kit, a free color printer,
16 the EverPrivate Card, and an auto loan quote and each had tiny “Yes” and “No”
17 option buttons, commonly referred to as “radio buttons.”

18 d. One of the four boxes displayed an offer for the EverPrivate Card. The
19 EverPrivate Card offer contained 15 17 lines of fine print disclosures that
20 appeared below the “Yes”/“No” radio buttons. This text was approximately two-
21 thirds the size of the bolded text of the headline described in Paragraph 17a and of
22 the submit button described in Paragraph 17b. The first six sentences of text
23 touted the features of the EverPrivate Card. The seventh, and second to the last,
24 sentence of the EverPrivate Card description read, “You hereby authorize
25 EverPrivate Card [Secret Cash Card] to debit your bank account for the one time
26 enrollment fee of [\$39.95 \$54.95].” The fee amount was not highlighted or
27 otherwise made prominent. The phrase “You hereby authorize EverPrivate Card
28 [Secret Cash Card]” appeared in all capitals, but shared the same font, color, and

1 prominence as the rest of the fine print disclosures.

- 2 g. In numerous instances, three of the four offerings including the first one on the
3 top left (*e.g.*, credit repair) the “No” radio button was pre-clicked. However,
4 the EverPrivate Card offer, with no commentary or special notice, was pre-
5 clicked “Yes.”

6 18. In numerous instances, consumers clicked on the submit button referred to in
7 Paragraph 17b without affirmatively clicking the “No” radio button above the EverPrivate Card
8 offer referred to in Paragraph 17d. In such instances, Swish transferred to Defendants certain
9 information that those consumers had provided on the loan application form, and that
10 information was used to debit, or attempt to debit, from those consumers’ bank accounts,
11 between \$39.95 and \$54.95. Defendants agreed to pay Swish \$13 to \$15 for each such
12 transaction.

13 19. At least two of Swish’s websites had homepages that were materially similar to
14 the one depicted in Exhibit C. These homepages characterized the EverPrivate Card as a
15 “bonus” that comes with the payday loan. For example, in numerous instances, these homepages
16 contained the following attributes:

- 17 a. This statement appeared as a bolded headline claim at the top of the homepage:
18 **“Apply now for a Payday Loan of up to \$1500 and a BONUS \$2,500 Prepaid**
19 **Debit Visa* [MasterCard*].”**
- 20 b. The word “BONUS” in the headline claim, hereinafter referred to as the “BONUS
21 headline,” appeared in all capital letters. The BONUS headline was marked with
22 an asterisk.
- 23 c. Below the BONUS headline, the homepage displayed a fillable loan application
24 form that required, among other things, a consumer’s bank name, bank routing
25 number, and bank account number.
- 26 d. Below the application form, the homepage displayed a submit button with a label
27 such as, **“Activate your Prepaid Debit Visa card [MasterCard] and get**
28 **matched for a payday loan!”**

- 1 e. The submit button did not alert consumers to the fact that any information
2 appeared below the submit button.
- 3 f. In numerous instances, consumers were not able to view the entire homepage
4 without affirmatively scrolling down. In such instances, consumers would have
5 had to affirmatively scroll down past the submit button to see any information
6 that appeared below the submit button.
- 7 g. There was no statement above the submit button disclosing that consumers would
8 be charged any fee for the “BONUS” prepaid debit card.
- 9 h. Below the submit button, six lines of fine print described the EverPrivate Card
10 offer (the “card description”). The font size of the text in the card description was
11 smaller than any other text on the homepage, and approximately three-quarters
12 the size of the font of the bolded BONUS headline. The text was separated into
13 two paragraphs, the first containing four lines and the second containing two
14 lines.
- 15 i. The card description did not disclose until the fifth line, in the second paragraph,
16 that consumers would have to pay an enrollment fee of \$39.95 to \$54.95 for the
17 “BONUS” prepaid debit card. That disclosure read, “You hereby authorize
18 EverPrivate Card [Secret Cash Card] to debit your bank account for the one time
19 enrollment fee of [\$39.95 \$54.94].” The fee amount was not highlighted or
20 otherwise made prominent. The phrase “You hereby authorize EverPrivate Card
21 [Secret Cash Card]” appeared in all capitals, but shared the same font, color, and
22 prominence as the rest of the fine print disclosures.
- 23 j. The first paragraph of the card description was marked by an asterisk, linking it to
24 the asterisk that followed the BONUS headline. This first paragraph did not
25 disclose the enrollment fee. The second paragraph, which was not marked by an
26 asterisk, was the only place on the webpage that disclosed the enrollment fee.

27 20. In numerous instances, after consumers clicked on the submit button referred to in
28 Paragraph 19d, Swish transferred to Defendants certain information that those consumers had

1 provided on the loan application form, and that information was used to debit, or attempt to
2 debit, from those consumers' bank accounts, between \$39.95 and \$54.95. Defendants agreed to
3 pay Swish \$13 to \$15 for each such transaction.

4 21. Defendants provided Swish with the basic text of the EverPrivate Card offer that
5 appeared on the websites referred to in Paragraphs 15 to 20. Defendants and Swish
6 communicated and worked together regarding the presentation of the offer on those websites.
7 Defendants, among other things, corresponded with Swish regarding the presentation of the
8 offer, recommended that Swish present the offer with a default of "Yes," previewed certain
9 webpages before Swish put them online, reviewed certain webpages after they were put online,
10 disseminated print-outs of certain webpages to third parties, and generally had access to these
11 publicly available websites.

12 22. Thousands of consumers who submitted loan applications on the websites
13 referred to in Paragraphs 15 to 20 incurred a debit of \$39.95 to \$54.95 for the enrollment fee for
14 the EverPrivate Card. Many of these consumers also incurred fees and penalties from their
15 banks because they did not have sufficient funds in their accounts to cover this debit.

16 23. Throughout the period during which the EverPrivate Card offer appeared on
17 Swish's websites, numerous consumers who submitted loan applications on the websites referred
18 to in Paragraphs 15 to 20, upon learning that Defendants had debited funds from their bank
19 accounts, complained directly to Defendants that they had not authorized the debit. In addition,
20 numerous consumers filed similar complaints with Swish, the Better Business Bureau, law
21 enforcement agencies, banks, and payday lenders during this period. On numerous occasions,
22 these entities, including Swish, forwarded to Defendants the complaints that they had received.

23 24. Many of the transactions described in Paragraph 22 were reversed, or "charged
24 back," by the consumers' banks. Defendants had access to and monitored this chargeback data.

25 **VIOLATIONS OF THE FTC ACT**

26 25. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits "unfair or deceptive acts
27 or practices in or affecting commerce."

28 26. Misrepresentations or deceptive omissions of material fact constitute deceptive

1 acts or practices prohibited by Section 5(a) of the FTC Act.

2 **Count I**

3 27. In numerous instances, Defendants, directly or through affiliates acting on their
4 behalf and for their benefit, have represented, expressly or by implication, that consumers who
5 completed an online application and clicked on a button labeled “Finish matching me with a
6 payday loan provider” were only applying for a payday loan.

7 28. In numerous instances, Defendants failed to disclose adequately to consumers
8 who completed an online application and clicked on a button labeled “Finish matching me with a
9 payday loan provider” that they were also purchasing an EverPrivate Card for a fee, typically in
10 the amount of \$39.95 to \$54.95, and that this fee would be debited from their bank accounts.
11 This additional information would be material to consumers in deciding to accept this offer to be
12 matched with a payday loan provider.

13 29. Defendants’ failure to disclose adequately the material information described in
14 Paragraph 28, above, in light of the representation described in Paragraph 27, above, constitutes
15 a deceptive act or practice in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

16 **Count II**

17 30. In numerous instances, Defendants, directly or through affiliates acting on their
18 behalf and for their benefit, have represented, expressly or by implication, that consumers who
19 submitted a payday loan application would receive a “BONUS” prepaid card at no charge.

20 31. In truth and in fact, in numerous instances, consumers who submitted a payday
21 loan application did not receive a “BONUS” prepaid card at no charge. Consumers had to pay a
22 fee for the “BONUS” prepaid card, typically in the amount of \$39.95 to \$54.95, and this fee was
23 debited from their bank accounts.

24 32. Therefore, the making of the representation set forth in Paragraph 30 of this
25 Complaint constitutes a deceptive act or practice in or affecting commerce in violation of
26 Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

27 **CONSUMER INJURY**

28 33. Consumers have suffered and will continue to suffer substantial injury as a result

1 of Defendants' violations of the FTC Act. In addition, Defendants have been unjustly enriched
2 as a result of their unlawful acts or practices. Absent injunctive relief by this Court, Defendants
3 are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

4 **THIS COURT'S POWER TO GRANT RELIEF**

5 34. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant
6 injunctive and such other relief as the Court may deem appropriate to halt and redress violations
7 of the FTC Act. The Court, in the exercise of its equitable jurisdiction, may award ancillary
8 relief, including rescission or reformation of contracts, restitution, the refund of monies paid,
9 disgorgement of ill-gotten monies, and other equitable relief, to prevent and remedy any
10 violation of any provision of law enforced by the FTC.

11 **PRAYER FOR RELIEF**

12 Wherefore, Plaintiff FTC, pursuant to Section 13(b) of the FTC Act, 15 U.S.C. § 53(b),
13 and the Court's own equitable powers, requests that the Court:

14 A. Enter a permanent injunction to prevent future violations of the FTC Act by
15 Defendants;

16 B. Award such relief as the Court finds necessary to redress injury to consumers
17 resulting from Defendants' violations of the FTC Act, including but not limited to rescission or
18 reformation of contracts, restitution, the refund of monies paid, disgorgement of ill-gotten
19 monies; and

20 C. Award Plaintiff the costs of bringing this action, as well as such other and
21 additional relief as the Court may determine to be just and proper.

22 //

23 //

24 //

25 //

26 //

27 //

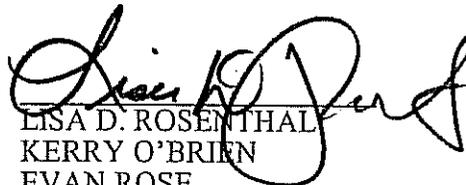
28 //

1 Respectfully submitted,

2 WILLARD K. TOM
3 General Counsel

4 JEFFREY A. KLURFELD
5 Regional Director

6
7 DATED: 8/18, 2009

8 
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17 Attorneys for Plaintiff
18 FEDERAL TRADE COMMISSION
19
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27
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Exhibit

A



Be not overcome with evil, but overcome evil with good. Romans 12:21

Quick loans from \$200 up to \$1500



- Helping families with Christian financial assistance
- Get money for anything: paying bills, emergencies, rent or even taking vacations!

We help you the **Christian** way.

Step 1: Your Personal Information

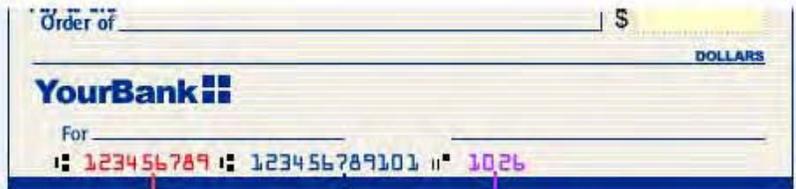
1	What is your name?	First Name	<input type="text"/>	Last Name	<input type="text"/>	
2	Where do you live?	Address (No P.O. boxes)	<input type="text"/>		City	<input type="text"/>
		State	<input type="text" value="-- Select State --"/>	Zip	<input type="text"/>	
3	Do you rent or own your home?	Rent	<input checked="" type="radio"/>	Own	<input type="radio"/>	
4	How can we contact you?	Email Address	<input type="text"/>		ex: pat05@aol.com	
		Home Phone	(<input type="text"/>) <input type="text"/> - <input type="text"/>			
		Cell Phone	(<input type="text"/>) <input type="text"/> - <input type="text"/>			
5	What is your driver's license number?	License #	<input type="text"/>		Issuing State <input type="text" value="-- Select State --"/>	
6	When's your birthday?	Month	<input type="text"/>	Day	<input type="text"/>	
		Year	<input type="text"/>			
7	What's your social security number?	<input type="text"/> - <input type="text"/> - <input type="text"/>				

Step 2: Information About Your Job

1	How often do you get paid?	<input type="text" value="Every 2 Weeks -- (Every 14 Days)"/>			
2	What is your monthly income after taxes?	<input type="text" value="-- Select Your Monthly Income --"/>			
3	When do you get paid next?	Sep	14	2007	Click here to see a calendar
4	Do you have direct deposit?	<input type="text" value="-- Select How You Receive Your Paycheck --"/>			
5	Who is your employer?	<input type="text"/>			
6	Employed Since	Aug	2004		
7	Where is your job located?	<input type="text"/>	State	<input type="text" value="-- Select State --"/>	Zip Code <input type="text"/>
8	What is your employer's phone number?	(<input type="text"/>) <input type="text"/> - <input type="text"/> x <input type="text"/>	We won't contact your employer!		

Step 3: Your Banking Information

1	What is the name of your bank?	<input type="text"/>	Don't have a bank account? Click here
2	Bank Phone	(<input type="text"/>) <input type="text"/> - <input type="text"/>	
3	Bank check		



ABA or Bank Routing Number

Bank Account Number

Check Number

4 Your bank's ABA routing number 9 digits long

5 Your bank account number

6 Account Type

Last Step: [References](#)

Your first reference

1 Name

2 Relationship to you

3 Phone () -

Please provide a second reference

1 Name

2 Relationship to you

3 Phone () -

Get matched for your payday loan!



* This is not a credit application. Christian Faith Financial is a financial matching service - matching prospective borrowers with prospective lenders. Your information may be forwarded to one of several independent loan companies. Not all independent loan companies will approve you for a loan or can provide you with up to \$1,500 on your first loan. We cannot guarantee final approval of unsecured loans. Qualifying for final approval of a loan depends on various factors including income and the state in which you reside. Christian Faith Financial is not a financial institution or a lender. The independent loan companies may verify your supplied information with any number of independent verification companies including but not limited to CLVerify, Teletrack, or Accurant. Also, by clicking the matching button, I agree to the Privacy Policy and to receive special email and SMS offers from our marketing partners and business affiliates.

What is a payday loan?	Payday loan definition What is the difference between a payday loan and a cash advance? What does a cash advance loan cost?
How to get a payday loan	How do you apply for a payday loan? Simple steps to getting a cash advance What are the requirements for a payday loan? How much money can you borrow? How quickly can you get a cash advance? Will you get approved for a paycheck loan? How often can you apply for a payday loan? How long does it take to get a loan approved? What if you have poor credit or have filed for bankruptcy? Do you need any collateral to get a payday loan or cash advance? What hours is this service available?
Payday loan payment options	What happens when your payday loan is due? What are the repayment options? Can you get an increase on your current payday loan? What if you want to pay down your loan over time? What happens if you do not make a payment on your due date? After you pay back your payday loan how long do you have to wait until you can receive a new cash advance? Loan payment calculator
Payday loan application	How long does it take to complete a payday application? When you apply for a cash advance is there a credit check? Is the payday loan application process completely online? What's needed to complete a payday loan application? How do you get your cash advance application results? Having technical difficulties with your payday loan application?

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Exhibit B

Before you get your loan, check out the limited time offers below!

<p>Improve Your Credit Score</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>  <p>I want C Credit to repair my credit report.</p> <p>By accepting this offer I authorize Academy Credit to use the same information that I provided earlier. I hereby authorize Academy to debit my bank account for a one time credit report</p>	<p>Get a \$2,500 Visa Card</p> <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>  <p>Everyone Qualifies for a \$2,500 Visa® Prepaid Card - NO CREDIT CHECK.</p> <p>A Visa® Prepaid Card with EverPrivate is the only way to shop online without anyone else knowing. Just load the card with cash and make purchases anonymously. NO credit check, NO link to personal credit</p>
<p>and setup fee of \$97.00, Academy Credit will continue working on my case for a monthly fee of \$49.95 until cancellation. I agree that as soon as my initial fee is withdrawn Academy Credit will pull my credit report and begin disputing the inaccurate, erroneous, untimely and unverifiable items therein. I also acknowledge that I have read the Disclosure Statement and Cancellation Notice and give my Digital Signature and Limited Power of Attorney for C Credit to complete the Credit Report Audit and Verification Service.</p>	<p>information, NO bill mailed. INSTANT APPROVAL! It's the perfect solution if you want to protect your privacy. Check "Yes" and you will receive your Visa® Prepaid Card including lifetime free access to EverPrivate Card privacy tools to protect your identity. YOU HEREBY AUTHORIZE EVERPRIVATE CARD to debit your bank account for the one time enrollment fee of \$54.95. See Terms and Privacy information.</p>
<p>Get a FREE Color Printer</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>  <p>Would you like a NEW Computer with a FREE wireless keyboard and mouse or a brand NEW iPod?</p> <p>MyComputerClub allows members to purchase quality computers while also rebuilding their credit. Receive your Free 21-day trial today. If you decide to keep your membership, an annual membership fee of \$89.00 will be automatically charged to your account of record as 2 monthly payments of \$44.50 after your Free trial. Click Here for Terms and Conditions.</p>	<p>Get CASH for a New Car</p> <p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>  <p>I want a FREE Auto Loan Quote.</p> <p>Get a fast, FREE, no obligation quote for an auto loan whether you need a used car or a new car. All credit welcome. By clicking the button below, you agree to the CarsBlvd privacy policy and terms and conditions. You also authorize a credit check to be performed by our lending partners in order to evaluate the financing options that can be provided to you.</p>

Finish matching me with a payday loan provider!

Exhibit C

**Get a little
extra help from
Willow Glen Financial**

- » Convenient Financial Matching Service For Busy Individuals
- » Apply now for a Payday Loan of up to \$1500 and a BONUS \$2,500 Prepaid Debit Visa*

Step 1: Your Personal Information

1 What is your name? Mr. First Name Last Name

2 Where do you live? Address City
(No P.O. boxes)
State -- Select State -- Zip

3 Do you rent or own your home? Rent Own

4 How can we contact you? Email Address ex. pat05@aol.com
Home Phone () -
Cell Phone () -

5 What's your driver's license number? License # Issuing State -- Select State --

6 When's your birthday? Month Day Year

7 What's your social security number? - -

Step 2: Information About Your Job

1 How often do you get paid? Every 2 Weeks -- (Every 14 Days)

2 How much a month do you earn after taxes? -- Select Your Monthly Income --

3 When do you get paid next? Sep 21 2007 [Click here to see a calendar](#)

4 Do you have direct deposit? -- Select How You Receive Your Paycheck --

5 Who is your employer?

6 Employed since Aug 2004

7 Where is your job located? City State: -- Select State -- Zip Code

8 What's your employer's phone number? () - x

Step 3: Your Banking Information

1 Your bank's name: [Don't have a bank account? Get one now!](#)

2 Your bank's phone number: () -

3 Bank Check

YOUR NAME: 03-99 1026
 123 Your St. 88-8/888 XX
 Your Town, CA 12345 888

Pay to the Order of _____ \$ _____
 DOLLARS

YourBank

For _____

⑆ 123456789 ⑆ 123456789101 ⑆ 1026

ABA or Bank Routing Number

Bank Account Number

Check Number

- 4 Your bank's ABA routing number: It should be only 9 digits
- 5 Your bank account number:
- 6 Account type:

Last Step: Your References

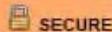
Your first reference:

- 1 Name:
- 2 Relationship to you:
- 3 Phone Number: () -

Your second reference:

- 1 Name:
- 2 Relationship to you:
- 3 Phone Number: () -

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*Everyone Qualifies for a \$2,500- Prepaid debit Visa card – NO credit check, NO SSN required to enroll. EverPrivate Card members receive a prepaid debit Visa® card, the only way to shop online without anyone else knowing. Just load the card with cash and make purchases privately. NO credit check. NO link to personal credit information, NO bill mailed. INSTANT APPROVAL AND ISSUE. It's the perfect solution to protect your privacy. Also receive lifetime free access to EverPrivate Card privacy tools to protect your identity.

YOU HEREBY AUTHORIZE EVERPRIVATE CARD to debit your bank account for the one time enrollment fee of \$54.95. See [Terms and Privacy information](#).

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