## UNITED STATES OF AMERICA FEDERAL TRADE COMMISSION

In the Matter of	)
In the Matter of	)
SHIVA VENTURE GROUP, INC.	)
dba INNOVA FINANCIAL GROUP,	) FILE NO. 0823032
	)
a corporation.	)
	)

## AGREEMENT CONTAINING CONSENT ORDER

The Federal Trade Commission has conducted an investigation of certain acts and practices of Shiva Venture Group, Inc. dba Innova Financial Group, a corporation ("proposed respondent"). Proposed respondent, having been represented by counsel, is willing to enter into an agreement containing a Consent Order resolving the allegations contained in the attached draft complaint. Therefore,

**IT IS HEREBY AGREED** by and between Shiva Venture Group, Inc. dba Innova Financial Group, by its duly authorized officers, and counsel for the Federal Trade Commission, that:

- 1. Proposed respondent Shiva Venture Group, Inc. dba Innova Financial Group is a California corporation with its principal office or place of business at 700 Gale Dr. Suite 260, Campbell, CA 95008.
- 2. Proposed respondent admits all the jurisdictional facts set forth in the draft complaint.
- 3. Proposed respondent waives:
  - a. Any further procedural steps;
  - b. The requirement that the Commission's decision contain a statement of findings of fact and conclusions of law:
  - c. All rights to seek judicial review or otherwise to challenge or contest the validity of the Order entered pursuant to this agreement; and
  - d. Any claim under the Equal Access to Justice Act.

- 4. This agreement shall not become part of the public record of the proceeding unless and until it is accepted by the Commission. If this agreement is accepted by the Commission, it, together with the draft complaint, will be placed on the public record for a period of thirty (30) days and information about it publicly released. The Commission thereafter may either withdraw its acceptance of this agreement and so notify proposed respondent, in which event it will take such action as it may consider appropriate, or issue and serve its complaint (in such form as the circumstances may require) and decision in disposition of the proceeding.
- 5. This agreement is for settlement purposes only and does not constitute an admission by proposed respondent that the law has been violated as alleged in the draft complaint, or that the facts as alleged in the draft complaint, other than the jurisdictional facts, are true.
- 6. This agreement contemplates that, if it is accepted by the Commission, and if such acceptance is not subsequently withdrawn by the Commission pursuant to the provisions of Section 2.34 of the Commission's Rules, the Commission may, without further notice to proposed respondent, (1) issue its complaint corresponding in form and substance with the attached draft complaint and its decision containing the following Order in disposition of the proceeding, and (2) make information about it public. When so entered, the Order shall have the same f

expressly or by implication, about the monthly payment amount unless it discloses, clearly and conspicuously, and in close proximity to such representation, as applicable, that the advertised low monthly payment amount: (1) applies only for a limited period of time, after which the monthly payment amount will increase; (2) does not include the amount of interest that the consumer owes each month; and (3) is less than the monthly payment amount (including interest) that the consumer owes, with the difference added to the total amount due from the consumer.

II.

IT IS ORDERED that respondent, its successors and assigns, and its officers, agents,

and reason for the person's termination, if applicable;

F. Complaints and refund requests relating to any consumer credit or mortgage loans

## IX.

IT IS FURTHER ORDERED that respondent, and its successors and assigns, shall, within  $\ensuremath{\operatorname{six}}$ 

## FEDERAL