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6 Attorneys for Plaintiff  
7 JANELSA RAY

8 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**  
9 **COUNTY OF ORANGE—CENTRAL JUSTICE CENTER**

10 JANELSA RAY, an individual,  
Plaintiff,

11 vs.

12 TRADING FINANCIAL CREDIT, a  
13 limited liability company, and Does  
1-10,  
14 Defendants.

Case No.: 30-2014-00735404-CU-MC-CJC  
Judge William Claster

**COMPLAINT FOR VIOLATIONS  
OF:**

1. CALIFORNIA ROSENTHAL ACT,
2. INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS,
3. USURY,
4. FRAUD,

15 TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE  
16 SUPERIOR COURT JUDGE:

17 Complainant, JANELSA RAY, an Individual, by and through her attorneys of  
18 record, hereby complains and alleges as follows:

19 **INTRODUCTION**

20 1. JANELSA RAY, (Plaintiff), through her attorneys, brings this action to  
21 challenge the actions of Defendant TRADING FINANCIAL CREDIT, LLC.

1 (hereinafter "Defendant TFC"), in their abusive and outrageous conduct in connection  
2 with debt collection activity and usurious interest charged to a loan.

3 2. This action arises out of Defendants' violations of the Federal Fair Debt  
4 Collection Practices Act (15 U.S.C. §§ 1692-1692p) (hereinafter "Federal FDCPA"), as  
5 incorporated into the State of California Rosenthal Act; the State of California  
6 Rosenthal Act, California Civil Code § 1788-1788.32 (hereinafter "Rosenthal" or  
7 "Rosenthal Act"); State of California tort for Intentional Infliction of Emotional  
8 Distress; State of California tort for violation of Usury Laws, Calif. Civ. Code §1916.12-  
9 3; and State of California tort for Fraud.

10 3. In 15 U.S.C. § 1681, the U.S. Legislature made the following findings and  
11 purpose in creating the Federal Fair Credit Reporting Act:

12 (a) Accuracy and fairness of credit reporting. The Congress makes the  
13 following findings:

14 (1) The banking system is dependent upon fair and accurate credit  
15 reporting. Inaccurate credit reports directly impair the efficiency of the  
16 banking system, and unfair credit reporting methods undermine the public  
17 confidence which is essential to the continued functioning of the banking  
18 system.

19 (2) An elaborate mechanism has been developed for investigating and  
20 evaluating the credit worthiness [creditworthiness], credit standing, credit  
21 capacity, character, and general reputation of consumers.

(3) Consumer reporting agencies have assumed a vital role in assembling  
and evaluating consumer credit and other information on consumers.

(4) There is a need to insure that consumer reporting agencies exercise  
their grave responsibilities with fairness, impartiality, and a respect for the  
consumer's right to privacy.



1 (b) Reasonable procedures. It is the purpose of this title [15 USCS §§ 1681  
2 et seq.] to require that consumer reporting agencies adopt reasonable  
3 procedures for meeting the needs of commerce for consumer credit,  
4 personnel, insurance, and other information in a manner which is fair and  
equitable to the consumer, with regard to the confidentiality, accuracy,  
5 relevancy, and proper utilization of such information in accordance with  
the requirements of this title [15 USCS §§ 1681 et seq.].

6 5. In Calif. Civil Code § 1788.1(a)-(b), the California Legislature made the  
7 following findings and purpose in creating the Rosenthal Act:

8 (a)(1) The banking and credit system and grantors of credit to  
9 consumers are dependent upon the collection of just and owing debts.  
10 Unfair or deceptive collection practices undermine the public  
confidence which is essential to the continued functioning of the  
11 banking and credit system and sound extensions of credit to  
consumers.

12 (2) There is need to ensure that debt collectors and debtors exercise  
13 their responsibilities to another with fairness and honesty and due  
regard for the rights of the other.

14 (b) It is the purpose of this title to prohibit debt collectors from  
15 engaging in unfair or deceptive acts or practices in the collection of  
consumer debts and to require debtors to act fairly in entering into and  
honoring such debts, as specified in this title.

16 6. Plaintiff makes the allegations below on information and belief, with the  
17 exception of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which  
18 Plaintiff alleges on personal knowledge.

19 7. While many violations are described below with specificity, this  
20 Complaint alleges violations of the statutes cited in their entirety.

21 ///





1 security interest upon her vehicle title, and Plaintiff took this loan out for living  
2 expenses and costs after her mother was laid off and Plaintiff's hours were cut, and  
3 Plaintiff is therefore informed and believes that the money alleged to have been owed to  
4 Defendant originated from monetary credit that was extended to Plaintiff primarily for  
5 personal, family, or household purposes, and is therefore a "debt" as that term is  
6 defined by 15 U.S.C. § 1692a(5) of the FDCPA and Calif. Civil Code § 1788.2(d) of  
7 the Rosenthal Act.

8 15. Upon information and belief, Defendants were attempting to collect on a  
9 debt that originated from monetary credit that was extended primarily for personal,  
10 family, or household purposes, and was therefore a "consumer credit transaction"  
11 within the meaning of Calif. Civil Code § 1788.2(e) of the Rosenthal Act.

12 16. Because Plaintiff, a natural person allegedly obligated to pay money to  
13 Defendants arising from what Plaintiff is informed and believes was a consumer credit  
14 transaction, the money allegedly owed was a "consumer debt" within the meaning of  
15 California Civil Code § 1788.2(f) of the Rosenthal Act.

16 17. Plaintiff is informed and believes that Defendant is one who regularly  
17 collects or attempts to collect debts on behalf of themselves, and is therefore a "debt  
18 collector" within the meaning of Calif. Civil Code § 1788.2(c) of the Rosenthal Act,  
19 and thereby engages in "debt collection" within the meaning of California Civil Code §  
20 1788.2(b) of the Rosenthal Act, and is also therefore a "person" within the meaning of  
21 California Civil Code § 1788.2(g) of the Rosenthal Act.

**FACTUAL ALLEGATIONS**

1  
2           18. In March of 2012, Plaintiff entered into a financial loan with Defendant  
3 TFC with title to her vehicle secured as collateral in order to have living expenses  
4 because her mother had recently lost her job and because Plaintiff's hours working as a  
5 pre-school teacher with autistic children had recently been cut back.

6           19. The contract that Plaintiff entered into was for Plaintiff to receive  
7 \$4,000.00, but for Defendant TFC to receive reimbursement of not only the \$4,000.00  
8 principal amount but also an Annual Percentage Rate of 92.098% and therefore receive  
9 in return a total of \$11,925.63 through monthly payments of \$331.27.

10           20. This loan violates the State of California Usury Laws, which cap annual  
11 percentage rates at 7%, or at a maximum of 12% if that amount is contractually  
12 bargained for by the parties in writing. *See Calif. Civ. Code §1916.12-1.*

13           21. Upon information and belief, Defendant TFC in their contract labels their  
14 loans a "bona fide principal" loan of \$2,500.00 or more with the deceptive intention of  
15 evading California's usury laws.

16           22. After paying approximately \$2,000.00 towards the principal, Plaintiff's  
17 hours working as a teacher for autistic pre-school kids were again cut back again and as  
18 a result Plaintiff was therefore not able to make the full monthly payments of \$331.27.

19           23. Plaintiff called Defendant TFC in an effort to negotiate a lowered monthly  
20 payment for the rest of the amount owed.

21           24. Defendant TFC claimed that they could not negotiate that with her, and she

1 had to incur a new line of credit with a third party credit agency named Wilshire  
2 Consumer Credit for them to pay TFC in full so that Plaintiff could then negotiate  
3 monthly payments with Wilshire Consumer Credit.

4 25. Plaintiff promptly contacted Wilshire Consumer Credit and was told by an  
5 agent that he had to discuss Plaintiff's request with his supervisor.

6 26. Plaintiff never heard back from that agent and every time she called to  
7 speak to him she was told he was not one of their employees.

8 27. Plaintiff did not continue to make her monthly payments to Defendant TFC  
9 because she believed she was waiting for Wilshire Consumer Credit to call her back,  
10 and she therefore went into default upon the loan.

11 28. In June of 2013, Plaintiff received an email from Eric M.—who identified  
12 himself as Defendant TFC's Recovery Manager—informing Plaintiff that he has  
13 decided "that legal action is necessary" and he decided to "turn this matter over to  
14 [their] attorneys for resolution".

15 29. Defendant TFC has never once pursued legal action against Plaintiff.

16 30. In approximately September and October of 2013, Plaintiff began  
17 receiving messages from a woman named "Bett Thompson" who claimed she was an  
18 investigator with the "California Inspector General's" office and claimed that Plaintiff  
19 was being investigated for fraud.

20 31. The two people listed as references in Plaintiff's application with  
21 Defendant TFC also received calls in September and October of 2013 from this woman



1 “Bett Thompson” who also claimed to them that Plaintiff was being investigated for  
2 fraud.

3 32. Upon information and belief, “Bett Thompson” was acting on behalf of, at  
4 the direction of, and in association with Defendant TFC because the only two people  
5 associated with Plaintiff that “Bett” called were the two references listed in Plaintiff’s  
6 application with Defendant TFC.

7 33. Plaintiff left a voicemail for “Bett” and asked for “Bett” to send her proof  
8 of her credentials as an investigator, which of course never occurred because “Bett” is  
9 not an investigator and there is no such entity as the “California Inspector General’s  
10 Office”.

11 34. In approximately January or February of 2014, Plaintiff began receiving  
12 multiple phone calls per day from Defendant TFC, and Plaintiff ignored many of these  
13 calls because it was too stressful for her to receive the calls during business hours while  
14 she was working with pre-school aged autistic children.

15 35. In March of 2014, Defendant TFC repossessed the vehicle from Plaintiff’s  
16 residence in the middle of the night.

17 36. On March 17, 2014, Defendant TFC sent Plaintiff a notice that they are  
18 charging her \$400.00 for the repossession plus additional amounts of storage fees and  
19 late fees, and they could only waive the \$400.00 repossession fee if she were to pay the  
20 loan off in full for \$8,882.83.

21 37. Defendant TFC claimed to Plaintiff that they eventually sold the vehicle



1 for \$5,000.00, which should have put Defendant at having received a total of  
2 approximately \$7,000.00 into the loan repayment.

3 38. On April 30, 2014, Defendant's agent Peter sent an email to Plaintiff  
4 informing her that after selling the vehicle the pay off balance was \$1,424.78.

5 39. Plaintiff requested proof of the amounts owed, and Defendant's agent Peter  
6 sent her via email a statement dated April 28, 2014 showing that she actually owes them  
7 \$4,282.83.

8 40. Plaintiff has suffered severe mental anguish and emotional distress by way  
9 of multiple episodes of crying fits and hysterics, loss of sleep, anxiety, fear,  
10 embarrassment, humiliation, and lack of attention and focus at her job working with  
11 pre-school age autistic children as a result of Defendant's extremely outrageous  
12 behavior for the following:

- 13 a. Charging Plaintiff almost triple the amount of her principle amount loaned,  
14 which contained a usurious amount of interest at 92.098% APR;
- 15 b. By setting her up to go into default by not working out a payment plan  
16 with her when she initially tried and they knew she could not afford to pay  
17 the monthly amount;
- 18 c. By having "Bett Thompson" call Plaintiff and her two friends listed as her  
19 references to falsely claim that Plaintiff was being investigated by the  
20 fictitious entity of "California Inspector General's Office" for fraud, and  
21 d. By misrepresenting the amounts that Plaintiff owed to them, varying from

1           \$8,882.83 in March of 2014, then \$1,424.78 after the vehicle was sold for  
2           \$5,000.00, but then sending an invoice dated April 28, 2014 showing she  
3           owed \$4,282.83.

4           41. Plaintiff attempted to seek counseling and therapy for the emotional  
5           distress and mental anguish described above but was not able to.

6           42. At all times during the aforementioned actions, there was in full force and  
7           effect the following obligation upon debt collectors by the Federal FDCPA, pursuant to  
8           15 U.S.C. § 1692c(b):

9           **(b)** Communication with third parties. Except as provided in section  
10           804 [15 USCS § 1692b], without the prior consent of the consumer  
11           given directly to the debt collector, or the express permission of a  
12           court of competent jurisdiction, or as reasonably necessary to  
13           effectuate a postjudgment judicial remedy, a debt collector may not  
14           communicate, in connection with the collection of any debt, with any  
15           person other than the consumer, his attorney, a consumer reporting  
16           agency if otherwise permitted by law, the creditor, the attorney of the  
17           creditor, or the attorney of the debt collector.

18           43. At all times during the aforementioned actions, there was in full force and  
19           effect the following obligation upon debt collectors by the Federal FDCPA, pursuant to  
20           15 U.S.C. § 1692d:

21           A debt collector may not engage in any conduct the natural  
            consequence of which is to harass, oppress, or abuse any person in  
            connection with the collection of a debt.

            44. At all times during the aforementioned actions, there was in full force and  
effect the following obligation upon debt collectors by the Federal FDCPA, pursuant to  
15 U.S.C. § 1692e:

1 A debt collector may not use any false, deceptive, or misleading  
2 representation or means in connection with the collection of any  
debt.

3 45. At all times during the aforementioned actions, there was in full force and  
4 effect the following obligation upon debt collectors by the Federal FDCPA, pursuant to  
5 15 U.S.C. § 1692e(7):

6 (7) The false representation or implication that the consumer  
7 committed any crime or other conduct in order to disgrace the  
consumer.

8 46. At all times during the aforementioned actions, there was in full force and  
9 effect the following obligation upon debt collectors by the Federal FDCPA, pursuant to  
10 15 U.S.C. § 1692f:

11 A debt collector may not use unfair or unconscionable means to  
12 collect or attempt to collect any debt.

13 47. At all times during the aforementioned actions, there was in full force and  
14 effect the following obligation for a debt collector in connection with the collection of  
15 any debt, pertaining to pursuant to California Civil Code § 1788.17 of the Rosenthal  
16 Act, requiring all debt collectors to be responsible for and liable for all requirements  
17 contained with the Federal FDCPA, exceptions of which are not applicable:

18 Notwithstanding any other provision of this title, every debt  
19 collector collecting or attempting to collect a consumer debt shall  
20 comply with the provisions of Sections 1692b to 1692j, inclusive,  
21 of, and shall be subject to the remedies in Section 1692k of, Title 15  
of the United States Code. However, subsection (11) of Section  
1692e and Section 1692g shall not apply to any person specified in  
paragraphs (A) and (B) of subsection (6) of Section 1692a of Title  
15 of the United States Code or that person's principal. The



1 references to federal codes in this section refer to those codes as  
2 they read January 1, 2001.

3 48. At all times during the aforementioned actions, there was in full force and  
4 effect the following usury laws creating a limitation upon interest pursuant to Calif. Civ.  
5 Code §1916.12-1:

6 The rate of interest upon the loan or forbearance of any money,  
7 goods or things in action or on accounts after demand or judgments  
8 rendered in any court of this state, shall be seven dollars upon the  
9 one hundred dollars for one year and at that rate for a greater or less  
10 sum or for a longer or a shorter time; but it shall be competent for  
11 parties to contract for the payment and receipt of a rate of interest  
12 not exceeding twelve dollars on the one hundred dollars for one year  
13 and not exceeding that rate for a greater or less sum or for a longer  
14 or shorter time, in which case such rate exceeding seven dollars on  
15 one hundred dollars shall be clearly expressed in writing.

16 49. At all times during the aforementioned actions, there was in full force and  
17 effect the following usury laws creating a limitation upon interest pursuant to Calif. Civ.  
18 Code §1916.12-2:

19 No person, company, association or corporation shall directly or  
20 indirectly take or receive in money, goods or things in action, or in  
21 any other manner whatsoever, any greater sum or any greater value  
for the loan or forbearance of money, goods or things in action than  
at the rate of twelve dollars upon one hundred dollars for one year;  
and in the computation of interest upon any bond, note, or other  
instrument or agreement, interest shall not be compounded, nor  
shall the interest thereon be construed to bear interest unless an  
agreement to that effect is clearly expressed in writing and signed  
by the party to be charged therewith. Any agreement or contract of  
any nature in conflict with the provisions of this section shall be  
null and void as to any agreement or stipulation therein contained to  
pay interest and no action at law to recover interest in any sum shall  
be maintained and the debt cannot be declared due until the full  
period of time it was contracted for has elapsed.

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**FIRST CAUSE OF ACTION**  
**ROSENTHAL ACT**  
**CAL. CIV. CODE §§ 1788-1788.32**

50. Plaintiff repeats, re-alleges and incorporates by reference the above paragraphs, as though set forth fully herein.

51. By having “Bett Thompson” call Plaintiff’s two friends in September and October of 2013 listed as Plaintiff’s references in her loan application to make the false representation that Plaintiff was being investigated for fraud, Defendant TFC violated 15 U.S.C. § 1692c(b) of the Federal FDCPA, which is necessarily a violation of the California Rosenthal Act via Calif. Civ. Code 1788.17.

52. By having “Bett Thompson” call Plaintiff in September and October of 2013 to falsely claim that “Bett” is from the “California Inspector General’s Office”—which doesn’t exist—and to falsely claim that Plaintiff committed the crime of fraud, with intention of shaming Plaintiff and thereby forcing her to make payments, Defendant violated 15 U.S.C. §§ 1692d, 1692e, 1692e(7), and 1692f of the Federal FDCPA, which are necessarily violations of the California Rosenthal Act via Calif. Civ. Code 1788.17.

53. By misrepresenting the amounts that Plaintiff owed to them, varying from \$8,882.83 in March of 2014, then \$1,424.78 after the vehicle was sold for \$5,000.00, but then sending an invoice dated April 28, 2014 showing she owed \$4,282.83 Defendant violated 15 U.S.C. §§ 1692d, 1692e, and 1692f of the Federal FDCPA,



1 which are necessarily violations of the California Rosenthal Act via Calif. Civ. Code  
2 1788.17.

3 **SECOND CAUSE OF ACTION**  
4 **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

5 54. Plaintiff repeats, re-alleges, and incorporates by reference all other  
6 paragraphs, as if fully set forth herein.

7 55. “A cause of action for intentional infliction of emotional distress exists  
8 when there is ‘(1) extreme and outrageous conduct by the defendant with the intention  
9 of causing, or reckless disregard of the probability of causing, emotional distress; (2)  
10 the plaintiff’s suffering severe or extreme emotional distress; and (3) actual and  
11 proximate causation of the emotional distress by the defendant’s outrageous conduct.’  
12 A defendant’s conduct is ‘outrageous’ when it is so ‘extreme as to exceed all bounds  
13 of that usually tolerated in a civilized community.’ And the defendant’s conduct must  
14 be ‘intended to inflict injury or engaged in with the realization that injury will result.’”  
15 (*Hughes v. Pair* (2009) 46 Cal.4th 1035, 1050—1051 [95 Cal.Rptr.3d 636, 209 P.3d  
16 963]).

17 56. It was extreme and outrageous for Defendant to have someone claiming to  
18 be “Bett Thompson” from the “California Inspector General’s Office”—which doesn’t  
19 exist—to call Plaintiff and her two friends listed as references on her application to  
20 falsely claim that Plaintiff is being investigated for fraud.

21 57. No civilized community would tolerate such extremely outrageous



1 behavior.

2 58. By engaging in such conduct, Defendant intended to shame Plaintiff and  
3 force her into paying the debt.

4 59. As a result of Defendant's abusive conduct towards Plaintiff, Plaintiff  
5 suffered severe emotional distress in that she suffered multiple fits of crying and  
6 hysterics, loss of sleep, anxiety, fear, embarrassment, humiliation, and lack of attention  
7 and focus at her job working with pre-school age autistic children, and she attempted to  
8 seek counseling and therapy.

9 60. Plaintiff is further informed and believes that the aforesaid conduct was  
10 malicious and oppressive, as those terms are defined by California Civil Code sections  
11 3294(c)(1) and 3294(c)(2), entitling Plaintiff to punitive damages.

12 **THIRD CAUSE OF ACTION**  
13 **(USURY)**  
**Calif. Civ. Code §§1916.12-1 to 1916.12-5**

14 61. Plaintiff repeats, re-alleges, and incorporates by reference all other  
15 paragraphs, as if fully set forth herein.

16 62. By having Plaintiff sign a loan contract for a principal amount of  
17 \$4,000.00 at an annual percentage rate of 92.098%, Defendant TFC violated  
18 California's usury laws.

19 63. Plaintiff paid approximately \$2,000.00 towards the principal amount, but  
20 when Defendant TFC repossessed and sold Plaintiff's vehicle for \$5,000.00 in March of  
21 2014, they obtained approximately \$3,000.00 more than the principal amount, which

1 would be applicable towards the usurious interest.

2 64. Pursuant to Calif. Civ. Code §1916.12-3(a), Plaintiff is therefore entitled to  
3 pursue an action at law against Defendant to recover treble the amount of all interest  
4 received by Defendant TFC within one calendar year prior to this action being filed.

5 65. Pursuant to Calif. Civ. Code §1916.12-3(b), any person's conduct in  
6 contracting for a usurious amount of interest is considered "loan sharking" and is a  
7 felony crime.

8 66. Plaintiff is further informed and believes that the aforesaid conduct was  
9 malicious and oppressive, as those terms are defined by California Civil Code sections  
10 3294(c)(1) and 3294(c)(2), entitling Plaintiff to punitive damages.

11 **FOURTH CAUSE OF ACTION**  
12 **(FRAUD)**  
13 **Calif. Civ. Code §1709**

14 67. Plaintiff repeats, re-alleges, and incorporates by reference, all other  
15 paragraphs as though set forth fully herein.

16 68. Tortious fraud or deceit occurs when a party "willfully deceives another  
17 with the intent to induce him to alter his position to his injury or risk." CAL. CIV. CODE  
18 §1709.

19 69. The elements that must be pled are: (i) a misrepresentation, (ii) of material  
20 fact, (iii) with knowledge of the falsity of the misrepresentation, (iv) with intent to  
21 induce reliance, (v) justifiable reliance by the plaintiff, and (vi) causation of damages.

20 70. Upon information and belief, Defendant TFC informed Plaintiff that the

1 usury laws of the State of California do not apply to this loan, which induced Plaintiff  
2 into a false sense of security that the loan was legal, when in reality  
3 Defendant TFC knew their representations were false because they were calling this a  
4 “bona fide principal” loan of \$2,500.00 or more for the purpose of evading the usury  
5 laws, and Plaintiff so relied on their representations and has suffered damages by way  
6 of Defendant receiving approximately \$7,000.00 in total on the \$4,000.00 loan and still  
7 claiming Plaintiff owes them approximately \$4,282.83.

8 71. Also upon information and belief, when Defendant TFC informed Plaintiff  
9 by way of email dated April 30, 2014 that her pay off balance was \$1,424.78,  
10 Defendant TFC knew this amount was false and intended to induce Plaintiff into a  
11 position of false security that her payoff amount was manageable, but then when  
12 Plaintiff requested proof they sent an invoice dated April 28, 2014 indicating that she  
13 actually owed \$4282.83.

14 72. Plaintiff is further informed and believes that the aforesaid conduct was  
15 malicious and oppressive, as those terms are defined by California Civil Code sections  
16 3294(c)(1) and 3294(c)(2), entitling Plaintiff to punitive damages.

### 17 PRAYER FOR RELIEF

18 WHEREFORE, Plaintiff prays that judgment be entered against all Defendants,  
19 and Plaintiff be awarded damages from all Defendants as follows:

#### 20 As To the First Cause of Action (Rosenthal Act):

21 1. An award of actual damages pursuant to California Civil Code §



1 1788.30(a), as will be proven at trial, which are cumulative and in addition to all other  
2 remedies provided for in any other cause of action pursuant to California Civil Code §  
3 1788.32;

4 2. An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code §  
5 1788.30(b), which are cumulative and in addition to all other remedies provided for in  
6 any other cause of action pursuant to California Civil Code § 1788.32;

7 3. An award of costs of litigation and reasonable attorney's fees pursuant to  
8 Cal. Civ. Code § 1788.30(c).

9 **As to the Second Cause of Action (IIED):**

10 1. For compensatory damages, as will be proven at trial, pursuant to  
11 California Civil Code § 3333;

12 2. Attorney's fees pursuant to Calif. Code Civil Procedure § 1021.5;

13 3. Punitive damages to be determined at trial, for the sake of example and  
14 punishing Defendant for their malicious conduct with the intent to harm Plaintiff  
15 personally, pursuant to Calif. Civ. Code § 3294(a), (c)(1);

16 4. For other and further relief as the court may deem proper.

17 **As to the Third Cause of Action (Usury):**

18 1. For triple the amount of usurious interest received by Defendant TFC  
19 within one calendar year prior to this action being filed, pursuant to California Civil  
20 Code §1916.12-3(a);

21 2. Reimbursement of all interest received by Defendant TFC within two

1 calendar years prior to the filing of this action, pursuant to Calif. Code Civ. Pro.  
2 §339(1) & *Stock v. Meek* (1950) 35 Cal. 2d 809, 816-819;

3 3. Attorney's fees pursuant to Calif. Code Civil Procedure §1021.5;

4 4. Punitive damages to be determined at trial, for the sake of example and  
5 punishing Defendant for their malicious conduct with the intent to harm Plaintiff  
6 personally, pursuant to Calif. Civ. Code § 3294(a), (c)(1);

7 5. Void the entire contract as unconscionable pursuant to California Civil  
8 Code § 1670.5 & California Financial Code § 22302;

9 6. For other and further relief as the court may deem proper.

10 **As to the Fourth Cause of Action (Fraud):**

11 1. For compensatory damages, as will be proven at trial, pursuant to  
12 California Civil Code § 3333;


13 2. Attorney's fees pursuant to Calif. Code Civil Procedure § 1021.5;

14 3. Punitive damages to be determined at trial, for the sake of example and  
15 punishing Defendant for their malicious conduct with the intent to harm Plaintiff  
16 personally, pursuant to Calif. Civ. Code § 3294(a), (c)(1);

17 4. For other and further relief as the court may deem proper.

18 DATED: 7/21/2014

HARTMAN LAW OFFICE, INC.

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21 \_\_\_\_\_  
JARED M. HARTMAN, Esq.  
Attorney for Plaintiff

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**TRIAL BY JURY**

Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

DATED: 7/21/2014

HARTMAN LAW OFFICE, INC.

  
\_\_\_\_\_  
JARED M. HARTMAN, Esq.  
Attorney for Plaintiff