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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ELSA PASTRANO, an individual,

Plaintiff,

v.

DITECH FINANCIAL, LLC et al.,

Defendants.

Case No. ED CV 18-00659-AB (MRWx)

ORDER GRANTING IN PART AND DENYING IN PART MOTION TO DISMISS COMPLAINT [30]

I. INTRODUCTION

Pending before the Court is Defendant Ditech Financial, LLC’s (“Defendant”) Motion to Dismiss (Dkt. No. 30 (“Mot.”)) Plaintiff’s First Amended Complaint (Dkt. No. 23 (“FAC”)). Plaintiff filed an Opposition, and Defendant filed a Reply (Dkt. Nos. 34-1, 36.) The Court heard oral arguments on June 29, 2018. For the following reasons, the Court **GRANTS IN PART** and **DENIES IN PART** Defendant’s Motion.

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1 II. BACKGROUND

2 A. Factual Allegations

3 On June 7, 2004, Plaintiff and her now ex-husband, James Yoshida (“James”),
4 obtained a home mortgage loan (“loan”). (*See* Mot. Ex. 1.) By 2008, Plaintiff and
5 James were divorced, and Plaintiff no longer resided in the property. (FAC at ¶ 20.)
6 In 2017, Plaintiff and James agreed to take the necessary steps to remove Plaintiff as
7 an obligor to the loan. (FAC at ¶ 19.) Plaintiff alleges that Defendant instructed
8 James to have her execute and record an interspousal transfer deed to begin the
9 process of removing her from the loan. (FAC at ¶ 21.) On May 17, 2017 the County
10 of Riverside County Recorder’s Office recorded Plaintiff’s signed interspousal
11 transfer deed. (FAC at ¶ 23.)

12 In November 2017, James and Defendant entered into a loan modification
13 agreement (“modification agreement”) to change the loan’s monthly payments and the
14 annual interest rates. (Dkt. No. 1 (“Compl.”) Ex. 1 at 3.) The modification agreement
15 was recorded by the County Recorder’s Office on December 1, 2017. (FAC at ¶ 26.)
16 Plaintiff alleges that the modification agreement did not include her name and that
17 only James signed it. (FAC at ¶ 46, 27.) Plaintiff alleges that the absence of her name
18 on the loan modification agreement demonstrates that the only obligor to the loan after
19 the modification is James. (FAC at ¶ 46, 27.) Additionally, she alleges that James
20 and Defendant *specifically* agreed to remove her as an obligor to the loan because
21 Defendant first issued a modification agreement with Plaintiff’s name and a space for
22 her signature, but then decided to execute a second modification agreement *without*
23 her name or signature. (FAC at ¶ 45–46.) (emphasis added).

24 In January 2018, Plaintiff was denied for a home mortgage loan because her
25 debt-to-income ratio was unfavorable due to her still being reported as obligor to the
26 loan with James. (FAC at ¶ 58–60.) On February 1, 2018, Plaintiff sent written
27 disputes to Equifax Information Services, LLC (“Equifax”), Trans Union, LLC
28 (“Trans Union”), and Experian Information Solutions, LLC (“Experian”), alleging

1 they should not be reporting the loan because she was removed as an obligor in
2 December 2017. (FAC at ¶ 64.) On February 14, 2018, Equifax and Trans Union
3 responded to Plaintiff informing her that Defendant Ditech verified the disputed
4 account as being accurately reported and instructed them to continue reporting the
5 account with Plaintiff as an obligor. (FAC at ¶ 69.) Plaintiff alleges that Equifax and
6 Trans Union simply repeated Defendant Ditech’s information—instead of conducting
7 their own investigation on the disputed account. (FAC at ¶ 71, 73.) Additionally,
8 Plaintiff alleges that Defendant Ditech did not conduct a “reasonable re-investigation”
9 into Plaintiff’s disputes. (FAC at ¶ 71.) Plaintiff alleges Defendants had access to the
10 interspousal transfer deed and the recorded modification agreement that demonstrated
11 that Plaintiff was no longer obligor to the loan. (FAC at ¶ 75–82.)

12 On February 1, 2018, Plaintiff sent Defendant a qualified written request/notice
13 of errors. (FAC at ¶ 104–105.) Defendant responded on March 1, 2018 informing
14 Plaintiff that she remained an obligor to the account based on the originally signed
15 loan. (FAC at ¶ 107.) Plaintiff also alleges that as a result of her Complaint,
16 Defendant started calling her to collect on James’s defaulted mortgage payments.
17 (FAC at ¶ 118–120.)

18 **B. Procedural History**

19 Plaintiff’s Verified First Amended Complaint alleges four causes of action
20 against Ditech Financial, LLC; Equifax Information Services, LLC; Trans Union,
21 LLC; and Experian Information Solutions, LLC (collectively, “Defendants”) for
22 violation of the following statutes: (1) the Federal Real Estate Settlement Procedures
23 Act (“RESPA”) 12 U.S.C. § 2605(e)(2), and 12 C.F.R § 1024.35(e)(1)(i)(B); (2) the
24 Federal Fair Credit Reporting Act (“FCRA”) 15 U.S.C. § 1681s-2(b); (3) the
25 California Consumer Credit Reporting Agencies Act (“CCCRAA”) California Civil
26 Code § 1785.25; and (4) the California Rosenthal Fair Debt Collection Practices Act
27 (“Rosenthal”) California Civil Code § 1788.17. (FAC.) Plaintiff’s claims center on
28 her allegations that Defendants ruined her credit by erroneously reporting that she was

1 still responsible for the mortgage she had with her ex-husband.

2 Plaintiff has settled with Defendants Trans Union, LLC and Equifax
3 Information Services, LLC. (Dkt. Nos. 35, 37.) Ditech now moves to dismiss all of
4 Plaintiff's claims.

5 **III. LEGAL STANDARD**

6 Fed. R. Civ. Proc. ("Rule") 8 requires a "short and plain statement of the claim
7 showing that the pleader is entitled to relief." Fed. R. Civ. P. 8(a)(2). The statement
8 must provide enough detail to "give the defendant fair notice of what the . . . claim is
9 and the grounds upon which it rests." *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 555
10 (2007). The complaint must also be "plausible on its face," allowing the Court to
11 "draw the reasonable inference that the defendant is liable for the misconduct
12 alleged." *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009). "The plausibility standard is
13 not akin to a 'probability requirement,' but it asks for more than a sheer possibility
14 that a defendant has acted unlawfully." *Id.* Labels, conclusions, and "a formulaic
15 recitation of the elements of a cause of action will not do." *Twombly*, 550 U.S. at 555.

16 Under Rule 12, a defendant may move to dismiss a pleading for "failure to state
17 a claim upon which relief can be granted." Fed. R. Civ. P. 12(b)(6). When ruling on
18 the motion, "a judge must accept as true all of the factual allegations contained in the
19 complaint." *Erickson v. Pardus*, 551 U.S. 89, 94 (2007). But a court is "not bound to
20 accept as true a legal conclusion couched as a factual allegation." *Iqbal*, 556 U.S. at
21 678 (2009) (internal quotation marks omitted).

22 The court generally may not consider materials other than facts alleged in the
23 complaint and documents that are made a part of the complaint. *Anderson v.*
24 *Angelone*, 86 F.3d 932, 934 (9th Cir. 1996); *Branch v. Tunnell*, 14 F.3d 449, 454 (9th
25 Cir. 1994), *overruled on other grounds by Galbraith v. County of Santa Clara*, 307
26 F.3d 1119 (9th Cir. 2002). However, a court may consider materials if (1) the
27 authenticity of the materials is not disputed and (2) the plaintiff has alleged the
28 existence of the materials in the complaint or the complaint "necessarily relies" on the

1 materials. *Lee v. City of Los Angeles*, 250 F.3d 668, 688 (9th Cir. 2001) (citation
2 omitted); *Branch*, 14 F.3d at 454. The court may also take judicial notice of
3 undisputed facts that are contained in extrinsic materials. *Mir v. Little Co. of Mary*
4 *Hosp.*, 844 F.2d 646, 649 (9th Cir. 1988); *Lee*, 250 F.3d at 689–90.

5 **IV. DISCUSSION**

6 Both parties note that a threshold issue is whether Plaintiff remains an obligor
7 on the home mortgage loan with James. Plaintiff claims that her obligation was
8 extinguished because she and James followed Defendant’s instructions for doing so,
9 that was the intent of all parties, and this is confirmed by the absence of her name on
10 the modification agreement. Defendant contends that the modification agreement by
11 its terms did not extinguish her obligation, and that it could not do so under California
12 law. As a result, Plaintiff remains an obligor on the home mortgage loan, it properly
13 investigated Plaintiff’s qualified written request, it did *not* report inaccurate
14 information, and it did not engage in abusive debt collection. (Mot. at 1; Reply at 4.)

15 Resolving this threshold question would entail interpreting the modification
16 agreement not only in light of California law, but also considering Plaintiff’s
17 allegations to the effect that all parties intended to remove her as an obligor. In light
18 of these factual and evidentiary issues, it is neither appropriate nor possible to resolve
19 the threshold question in the context of the motion to dismiss. Given that the Court
20 must take all of Plaintiff’s factual allegations as true for purposes of this motion, *see*
21 *Erickson*, 551 U.S. at 94, the Court accepts as true the allegation that Plaintiff was
22 removed as an obligor from the home mortgage loan with James. (*See* FAC ¶ 54.)

23 **A. RESPA and 12 Code of Federal Regulations Section** 24 **1024.35(e)(1)(i)(B) Claim**

25 According to RESPA, 12 U.S.C. § 2605(e)(2), a loan servicer has thirty days
26 from the receipt of any qualified written request to make appropriate corrections to the
27 account of the borrower, or investigate and provide the borrower with a written
28 clarification or explanation as to why the information is correct. Similarly, the

1 applicable regulation requires a loan servicer to respond to a notice of error by either
2 correcting the errors identified by the borrower or conducting a reasonable
3 investigation and providing the borrower with an explanation as to why the servicer
4 determined there is no error. *See* 12 C.F.R. § 1024.35(e)(1)(i)(B). To allege a
5 violation of RESPA section 2605, a plaintiff must provide factual allegations to
6 demonstrate: “[1] that the servicer failed to adhere to the rules governing a [qualified
7 written request]; and [2] that the plaintiff incurred actual damages as a consequence of
8 the servicer’s failure.” *Anokhin v. BAC Home Loan Serv., LP, et al.*, No. 2:10 CV
9 00395 MCE (EFBx), 2010 WL 3294367, at * 3 (E.D. Cal. Aug. 20, 2010).

10 Here, Plaintiff alleges that she sent Defendant a qualified written response on
11 February 1, 2018, and Defendant responded on March 1, 2018. (FAC at ¶ 104–05,
12 107.) Defendant’s response informed Plaintiff that she remained legally bound by the
13 home mortgage loan she signed with James in 2004. (FAC at ¶ 107.) Defendant’s
14 response refuted Plaintiff’s allegation that she was removed as an obligor to the loan
15 by clarifying that an “[a]mendment of any contract requires agreement by *all parties* .
16 . . Proof of the amendment requires the signature of all parties.” (Id.) (emphasis
17 added). Based on this response, Plaintiff alleges that Defendant did not conduct an
18 investigation. If Defendant had investigated her dispute, it would have realized that
19 Defendant and James signed and recorded a loan modification without Plaintiff’s
20 signature—invalidating Defendant’s statement requiring all parties’ signatures in
21 order to amend an agreement. (FAC at ¶ 108.) Therefore, Plaintiff asserts sufficient
22 factual allegations to support her claim that Defendant violated both statutes because
23 they did not reasonably investigate her dispute.

24 Ditech also argues that Plaintiff failed to plead actual damages caused by
25 Ditech’s failure to comply with RESPA. A plaintiff pursuing a RESPA claim must
26 allege that she suffered actual damages. *Anokhin*, 2010 WL 3294367, at * 3. Courts
27 have held that the alleged damages must be a direct result of a failure to comply with
28 RESPA requirements. *Lal v. American Home Servicing, Inc.*, 680 F.Supp.2d 1218,

1 1223 (E.D. Cal. 2010); *Saldate v. Wilshire Credit Corp.*, 711 F.Supp.2d 1126, 1134
2 (E.D. Cal. 2010). Here, Plaintiff alleges that she has suffered emotional distress,
3 “actual damages by way of loss of credit, loss of creditworthiness, denial of credit,
4 and reduction in credit score” because Defendant failed to investigate its documents
5 and discover that she is no longer responsible for the loan. (FAC at ¶ 129, 131, 133.)
6 According to the court in *Anokhin*, “[t]o constitute actual damages, the negative credit
7 rating must itself cause damage to the plaintiff as evidenced by, for example, failing to
8 qualify for a home mortgage.” 2010 WL 3294367, at * 3; (citing *McClean v. GMAC*
9 *Mortgage Corp.*, 595 F.Supp.2d 1360, 1373 (S.D. Fla. 2009)). Here, Plaintiff alleges
10 that Defendant’s failure to comply with RESPA resulted in her inability to qualify for
11 a loan. This is an allegation of actual damages caused by Ditech’s RESPA violation.
12 Therefore, this claim is sufficiently pled.

13 **B. FCRA Claim**

14 The Fair Credit Reporting Act specifies that when a consumer reporting agency
15 (“CRA”) receives notice of a dispute with regard to the completeness or accuracy of
16 information provided by the furnisher, the furnisher has four duties: (1) conduct an
17 investigation with respect to the disputed information; (2) review all relevant
18 information provided by the CRA; (3) report the results of its investigation to the
19 CRA; and (4) if the investigation finds the information is incomplete or inaccurate it
20 must report the new results to all CRAs to which it provided inaccurate information.
21 15 U.S.C. § 1681s-2(b); *see also Nelson v. Chase Manhattan Mortgage Corp.*, 282
22 F.3d 1057, 1059 (9th Cir. 2002). Additionally, courts have found that a furnisher can
23 be liable for a consumer report that is “technically accurate” but “inaccurate or
24 incomplete” because the furnisher failed to inform the CRA that the debt is disputed.
25 15 U.S.C. § 1681s-2(b); *see also Levinson v. Transunion LLC, et al.*, No. CV 16
26 00837 RSWL (PLAx), 2016 WL 3135642, at *3 (C.D. Cal. June 2, 2016) (citing
27 *Gorman v. Walpoff & Abramson, LLP*, 584 F.3d 1147, 1163 (9th Cir. 2009)).
28

1 Here, Plaintiff submitted written disputes to CRAs in February 2018. (FAC at
2 ¶ 138.) The CRAs, Trans Union and Equifax, informed Plaintiff they had received her
3 written disputes and forwarded them to Defendant. (FAC at ¶ 139.) Defendant’s
4 response verified that Plaintiff remained a joint obligor to the loan and instructed the
5 CRAs to continue reporting the loan on Plaintiff’s account. (FAC at ¶ 140.) Based on
6 this response, Plaintiff claims Defendant violated 15 U.S.C. § 1681s-2(b) by failing to
7 investigate the disputed claims and failing to change the information regarding the
8 home mortgage loan. (FAC at ¶¶ 143–44.) Plaintiff alleges that if Defendant did
9 investigate the written dispute, it would have determined she was removed as a joint
10 obligor as of December 2017. (FAC at ¶ 141.) Plaintiff alleges that the recorded
11 modification agreement amended the loan to the extent of removing her as an obligor
12 because neither her name, nor her signature was included. Taking these factual
13 allegations as true, the Court finds that Plaintiff has sufficiently pled her claim.

14 Additionally, Plaintiff alleges that Defendant’s violations were negligent
15 because a reasonable person would have reviewed the documents it had in its
16 possession to determine whether Plaintiff remained an obligor to the loan. (FAC at
17 ¶ 145.) Again, Plaintiff’s allegation are based on her belief that she was removed as
18 an obligor to the loan. Moreover, Plaintiff also alleges that Defendant’s violations
19 were willful because it refused to review the documents it had in its possession to
20 verify that the reported information was false and inaccurate. (FAC at ¶ 146.)
21 Plaintiff specifically alleges that Defendant, itself, removed Plaintiff’s name and
22 signature line when it drafted the modification agreement, then signed, notarized and
23 recorded the modification agreement—removing Plaintiff as a joint obligor. (Id.)

24 This instant case is distinguishable from *Hanaway v. JPMorgan Chase Bank*,
25 No. SA CV 10-1809 DOC (PLAx), 2011 WL 672559, at *4 (C.D. Cal. Feb. 15, 2011).
26 There, the plaintiff’s first amended complaint only asserted that “the [d]efendant
27 violated [p]laintiff’s rights for disclosures to consumers upon request.” *Id.* The court
28 held that the allegations were conclusory because, even when taken as true, they

1 “fail[ed] to move the claim from the realm of possibility into the realm of
2 plausibility.” *Id.* Here, when Plaintiff’s allegations are not conclusory—they explain
3 why Plaintiff contends she was removed from the loan—so when taken as true, they
4 move the claim from possible to plausible.

5 Moreover, a person who fails to comply with the requirements of 15 U.S.C §
6 1681 is liable for “any actual damages sustained by the consumer as a result of the
7 failure or damages of not less than \$100 and not more than \$1000,” punitive damages,
8 and reasonable attorney’s fees. 15 U.S.C. § 1681(n). Section § 1681(o) provides for
9 actual damages and reasonable attorney’s fees for negligent noncompliance. The
10 Ninth Circuit has held that plaintiffs do not need to plead or prove actual injury to be
11 entitled to action damages for willful violations of the FCRA. *Bateman v. Am. Multi-*
12 *Cinema, Inc.*, 623 F.3d 708, 718–19 (9th Cir. 2010). Nevertheless, the plaintiff’s
13 claims cannot be conclusory. Furthermore, “[d]amages recoverable under the FCRA
14 ‘include humiliation or mental distress, even if the consumer has suffered no out-of-
15 pocket losses’ due to a denial of credit.” *Grigoryan v. Experian Information*
16 *Solutions, Inc.*, 84 F.Supp.3d 1044, 1086 (C.D. Cal. 2014) (quoting *Waddell v.*
17 *Equifax Info. Servs., LLC*, No. CV 05–0092 PHX DGC, 2006 WL 2640557, *4
18 (D.Ariz. Sept. 14, 2006). Accordingly, the Ninth Circuit has not required plaintiffs to
19 present any specific evidence to support an award of damages of emotional distress
20 damages under the FCRA. *Grigoryan*, 84 F.Supp.3d at 1086; *see Nelson v. Equifax*
21 *Info. Serv., LLC*, 522 F.Supp.2d 1222, 1235 (C.D. Cal. 2007) (holding that plaintiff’s
22 testimony alone could sufficiently establish emotional distress).

23 Here, Plaintiff alleges Defendant’s FCRA violations caused her emotional
24 distress and mental anguish that resulted in anger, anxiety, and feelings of “distraught
25 and hopelessness” that she would never be able to qualify for a loan again to purchase
26 the home she wanted to provide for her son. (FAC at ¶ 147.) Additionally, Plaintiff
27 alleges actual loss by way of credit loss, denial of credit, and reduction in credit score.
28 (FAC at ¶¶ 147–50.)

1 This case is analogous to *Dewi v. Wells Fargo Bank*, No. CV 12-2891 ABC
2 (SHx), 2012 WL 10423239, at *6 (C.D. Cal. Aug. 8, 2012). There, the court found
3 the plaintiff provided sufficient factual allegations to establish an actual injury by
4 alleging the following injuries: a combined higher interest rate that plaintiff had to pay
5 on at least one credit card, a reduction in plaintiff's line of credit, a withdrawn job
6 opportunity, and loss of wages and damage to plaintiff's credit reputation. 2012 WL
7 10423239, at *6. *But see Levinson*, 2016 WL 3135642, at * 5 (holding that plaintiff's
8 alleged damages of "actual damages, pain and suffering, punitive damages, penalties,
9 costs, and attorney fees" did not provide factual support sufficient to state a claim).
10 Here, Plaintiff alleges that Defendant's violations of the statute resulted in her credit
11 score being reduced and her application for a home mortgage loan being denied.
12 Therefore, Plaintiff has sufficiently pled actual injury.

13 **C. California Consumer Credit Reporting Agencies Act (CCCRA):**
14 **California Civil Code § 1785.25**

15 California Civil Code § 1785.25(a) states that "[a] person shall not furnish
16 information on a specific transaction or experience to any consumer credit reporting
17 agency if the person knows or should know the information is incomplete or
18 inaccurate." Cal. Civ. Code § 1785.25(a); *Levinson*, 2016 WL 3135642, at *5. Here,
19 Plaintiff alleges that Defendant violated its obligations under this statute from
20 December 2017 to April 2018 when it inaccurately reported that Plaintiff was a joint
21 obligator to the loan. (FAC at ¶ 156.) This is based on Plaintiff's previously stated
22 allegation that Defendant knew or should have known Plaintiff was not an obligor
23 because it had the relevant documents in its possession. As previously stated for the
24 FCRA claim, Plaintiff's allegations of willfulness and negligence are sufficient. For
25 these reasons, Plaintiff has presented factual allegations, which when accepted as true,
26 are sufficient to make her CCCRA claim plausible.

27 However, actual damage is required to state a claim under the CCRAA.
28 *Levinson*, 2016 WL 3135642, at *6; *Trujillo v. First Am. Registry, Inc.*, 68 Cal. Rptr.

1 3d 732, 738 (Ct. App. 2007); *Quinlan v Citimortgage, Inc.*, No. 2:11CV 00986 MCE
2 (EFBx), 2011 WL 5299311, at *3 (E.D. Cal. Nov. 2, 2011); *see also* Cal. Civ. Code §
3 1785.31. Plaintiff alleges the same factual allegations as those presented in the FCRA
4 claim to support her actual damages. (FAC at ¶ 161–64.) Therefore, Plaintiff’s
5 factual allegations are sufficient to support actual damage for this claim.

6 **D. The Rosenthal Act Claim Is Dismissed in Part.**

7 Plaintiff asserts several claims under the Rosenthal Fair Debt Collection
8 Practices Act. California Civil Code § 1788.17 requires every debt collector
9 collecting or attempting to collect a consumer debt to comply with the provisions of
10 15 U.S.C. § 1692. For this claim, the relevant provision is 15 U.S.C. §1692c, which
11 does not allow a debt collector to communicate with a consumer for the collection of
12 any debt “if the debt collector knows the consumer is represented by an attorney with
13 respect to such debt” Accordingly, Plaintiff alleges Defendant violated this
14 statute on April 26, 2018 when it directly attempted to collect James’s delinquent
15 payments on the loan because Defendant allegedly knew Plaintiff was being
16 represented by the attorney on record. Plaintiff alleges Defendant knew this
17 information because the call came after Plaintiff had filed this lawsuit. (FAC at ¶¶
18 117, 199.) Moreover, 15 U.S.C. § 1692f(1) prohibits a debt collector from collecting
19 any amount unless the amount is authorized by contract or permitted by law. Here,
20 Plaintiff alleges Defendant violated the statute because Defendant attempted to collect
21 an amount that was not authorized because she was no longer an obligor on the home
22 mortgage loan with James. The Court finds that Plaintiff has provided sufficient
23 factual allegations for these violations.

24 Plaintiff also contends that Defendant violated 15 U.S.C. §§ 1692d and f.
25 These sections provide that Defendant engaged in conduct that would oppress Plaintiff
26 in connection to the collection of the debt, and Defendant used unfair and
27 unconscionable means to collect the debt. Plaintiff’s allegations as to these violations
28 are conclusory because she alleges only that Defendant contacted her to collect the

1 monthly mortgage payment James had defaulted on. (FAC ¶ 207.) These claims are
2 therefore dismissed.

3 Plaintiff also relies on 15 U.S.C. § 1692k, which provides that a debtor who
4 violates the provisions of the subchapter will be liable for any actual damage resulting
5 from the noncompliance and, “in the case of any action by an individual, such
6 additional damages as the court may allow, but not exceeding \$1,000.” Here, Plaintiff
7 alleges Defendant’s collection call caused her to suffer more anger, an increased heart
8 rate, and feelings of hopelessness that “not even a lawsuit can protect her from
9 [Defendant’s] attempts to oppress and harass her.” (FAC at ¶ 120.) Although
10 Plaintiff does not provide any factual allegations to support actual damages, she
11 provides sufficient factual allegations that might entitle her to “additional damages”.
12 Therefore, the Court finds that Plaintiff has sufficiently pled two out of the four
13 violations in this claim.

14 **V. CONCLUSION**

15 For the foregoing reasons, Court hereby **GRANTS** Defendant Ditech’s
16 Motion to Dismiss as to the Rosenthal Act claims premised on violations of 15 U.S.C.
17 §§ 1692d and f. The Motion is otherwise **DENIED**.

18 After the hearing, Plaintiff voluntarily dismissed her claims premised on
19 violations of 15 U.S.C. §§ 1692d and f. Because these were the only claims as to
20 which the motion to dismiss is granted, there is no reason to grant leave to amend.

21 **IT IS SO ORDERED.**



22
23 Dated: July 3, 2018

24 _____
25 HONORABLE ANDRÉ BIROTTE JR.
26 UNITED STATES DISTRICT COURT JUDGE
27
28