

**SEMNR & HARTMAN, LLP**  
Babak Semnar, Esq. (SBN 224890)  
Bob@TemeculaConsumerAttorneys.com  
Jared M. Hartman, Esq. (SBN 254860)  
Jared@TemeculaConsumerAttorneys.com  
41707 Winchester Rd. Suite 201  
Temecula, California 92590  
Telephone: (951) 293-4187  
Facsimile: (888) 819-8230

Attorneys for PLAINTIFFS, GABRIEL PEREZ and MELVIVE PEREZ

**IN THE U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

GABRIEL PEREZ, and MELVIVE PEREZ,

Case No.: 5:24-cv-06138-EJD

PLAINTIFFS,

**FIRST AMENDED COMPLAINT FOR  
DAMAGES AND DEMAND FOR JURY  
TRIAL FOR VIOALTIONS OF:**

vs.

FREEDOM MORTGAGE CORPORATION;  
UNITED MORTGAGE CORPORATION,

- 1. CALIFORNIA MILITARY  
FAMILIES FINANCIAL RELIEF  
ACT;**
- 2. CALIFORNIA ROSENTHAL ACT;**
- 3. CALIF. CONSUMER CREDIT  
REPORTING AGENCIES ACT;**
- 4. NEGLIGENT  
MISREPRESENTATIONS;**
- 5. INTENTIONAL  
MISREPRESENTATIONS**

DEFENDANTS.

**TO THE CLERK OF THE COURT, ALL PARTIES, AND THE HONORABLE  
DISTRICT COURT JUDGE:**

PLAINTIFFS, GABRIEL PEREZ and MELVIVE PEREZ (hereinafter collectively referred to as, "PLAINTIFFS"), both individuals, by and through their attorneys of record, hereby complain and allege in this Complaint as follows:

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**INTRODUCTION**

1  
2 1. This action arises out of DEFENDANT FREEDOM MORTGAGE  
3 CORPORATION’S (hereinafter, “DEFENDANT FREEDOM”) and DEFENDANT UNITED  
4 MORTGAGE CORPORATION (“DEFENDANT UMC”) (collectively, “DEFENDANTS”)  
5 violations of the State of California Military Families Financial Relief Act (Calif. Military and  
6 Veteran’s Code §§ 800-812); the State of California Consumer Credit Reporting Agencies Act  
7 (Calif. Civ. Code §§ 1785.25-1785.31); and, the State of California Rosenthal Act (hereinafter  
8 “Rosenthal Act”) (Calif. Civil Code §§1788-1788.32).

9 2. Based on information and belief, DEFENDANT FREEDOM was, at all times  
10 relevant, acting as the agent on behalf of, and with the full authority and consent of, and at the  
11 direction of, DEFENDANT UMC as the owner and mortgagee of PLAINTIFFS’ home mortgage  
12 loan and as such, DEFENDANT FREEDOM herein, by and through its conduct and  
13 communications, legally binds DEFENDANT UMC for each and every allegation as well as each  
14 and every claim and cause of action provided herein.

15 3. Furthermore, based on information and belief, DEFENDANT FREEDOM was, at  
16 all times relevant, acting in concert and in conspiracy with DEFENDANT UMC as the  
17 owner/mortgagee of PLAINTIFF’S home mortgage loan and as such, DEFENDANT FREEDOM  
18 herein, by and through its conduct and communications, legally binds DEFENDANT UMC for  
19 each and every allegation as well as each and every claim and cause of action provided herein.

20 4. PLAINTIFFS make the allegations below on information and belief, with the  
21 exception of those allegations that pertain to PLAINTIFFS personally, or to PLAINTIFFS’  
22 counsel, which PLAINTIFFS allege on personal knowledge  
23  
24

1 5. California’s enactment of legislation conferring certain benefits with regard to  
2 civil obligations, liabilities, and litigation on military personnel called to active service or duty  
3 evidences the Legislature’s intent to protect such members of our Armed Forces.

4 6. For example, the Comments to California Bill Analysis, A.B. 306 Assem.,  
5 4/26/2005 states in part:

6 A recent Pentagon survey found that 31% of families of reservists and National Guard  
7 members see a decrease in income when a spouse is called to duty. Too much debt  
8 and financial worries are a burden to service members and can have serious  
9 consequences. Federal and state governments have long recognized the need to  
10 provide certain legal protections for individuals entering or called to active duty in  
11 the military service. During times of past national crisis, Congress and state  
legislatures have passed various laws to protect service members while deployed on  
active duty. **The goal of these laws was to allow service members to focus on their  
military duties without worrying about civil obligations back home and to  
ensure that service members and their families would not face undue economic  
hardships as a result of their military service** (emphasis added).

12 The author of this bill argues that **no Californian should be subjected to financial  
13 hardship as a result of their choice to serve and that because California's service  
members are currently being activated at near record levels, now is the time for  
14 California to stand up and protect the financial security of these brave soldiers  
and their families** (emphasis added).

15 7. Furthermore, California Bill Analysis, A.B. 3212 Assem., 4/10/2018 states in part:  
16 “The need to provide active duty members of the military, as well as National Guard and Reserve  
17 service members who are called to active duty, with a certain measure of protection in civil  
18 liability cases is long-recognized, first during the Civil War and later, in the form of the Soldiers  
19 and Sailors Relief Act of 1940.”

20 8. Additionally, California Bill Analysis, A.B. 3212 Assem., 5/2/2018 shows that the  
21 Purpose of the Bill to amend Military and Veterans’ Code § 800, et seq. was as follows:

22 Purpose. This bill seeks to ease the legal and financial burdens placed on military  
23 personnel and their families by expanding and strengthening several consumer  
24

1 protections provided to active duty California service members. This bill is  
2 sponsored by the state attorney general. According to the author:

3 California leads the nation in protecting the rights of military members under state  
4 law. But current state military consumer protections apply only to members of the  
5 National Guard and reservists who are called to active duty. These protections do  
6 not cover the more than 100,000 full time members of the active components of the  
7 armed forces who live in California.

8 Currently, most of the protections expire quickly after a service member leaves  
9 active duty. This is problematic because service members need time after  
10 deployment to reintegrate and may face financial distress during this period of  
11 transition.

12 9. DEFENDANTS' actions taken with respect to PLAINTIFFS' residential home  
13 mortgage loan obligations do not comply nor comport with the legislative intent to protect the  
14 financial security of our service members fighting for our country.

15 10. While many violations are described below with specificity, this Complaint alleges  
16 violations of the statutes cited in their entirety.

17 11. DEFENDANT FREEDOM is a business entity that regularly does business within  
18 the State of California, County of Santa Cruz, and maintains an agent for service of process within  
19 the State of California at CT CORPORATION SYSTEM, 330 North Brand Blvd, Glendale, CA.  
20 Therefore, personal jurisdiction is established.

21 12. DEFENDANT UMC is a business entity that regularly does business within the  
22 State of California, County of Santa Cruz. Therefore, personal jurisdiction is established.

23 13. Because all tortious conduct occurred while PLAINTIFFS resided in the City of  
24 Watsonville, County of Santa Cruz, and the actions taken by DEFENDANTS that give rise to this  
lawsuit pertain to a home mortgage loan for real property located within the City of Watsonville,  
County of Santa Cruz, and witnesses are located therein, venue properly lies in this Court.

1 14. DEFENDANT FREEDOM removed this matter to U.S. District Court from the  
2 Superior Court based on diversity jurisdiction.

3 **PARTIES & DEFINITIONS**

4 15. PLAINTIFFS are each a natural person.

5 16. PLAINTIFFS, as natural persons allegedly obligated to pay a consumer debt to  
6 DEFENDANTS for a home mortgage loan, alleged to have been due and owing, are therefore is  
7 a “debtor” as that term is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

8 17. DEFENDANT FREEDOM alleged that PLAINTIFFS owed money that they were  
9 allegedly collecting for a mortgage loan for a residence, and PLAINTIFFS are therefore informed  
10 and believe that the money alleged to have been owed originated from monetary credit that was  
11 extended to PLAINTIFFS primarily for personal, family, or household purposes, and is therefore  
12 a “debt” as that term is defined by Calif. Civil Code § 1788.2(d) of the Rosenthal Act.

13 18. Upon information and belief, DEFENDANT FREEDOM were attempting to  
14 collect on a debt that originated from monetary credit that was extended primarily for personal,  
15 family, or household purposes, and was therefore a “consumer credit transaction” within the  
16 meaning of Calif. Civil Code § 1788.2(e) of the Rosenthal Act.

17 19. Because PLAINTIFFS, each a natural person allegedly obligated to pay money  
18 arising from a consumer credit transaction, the money allegedly owed was a “consumer debt”  
19 within the meaning of California Civil Code § 1788.2(f) of the Rosenthal Act.

20 20. PLAINTIFFS are informed and believe that DEFENDANT FREEDOM regularly  
21 collect or attempt to collect debts on behalf of others that are owed or due or asserted to be owed  
22 or due, and is therefore a “debt collector” within the meaning of Calif. Civil Code § 1788.2(c) of  
23 the Rosenthal Act, and thereby engage in “debt collection” within the meaning of California Civil  
24 Code § 1788.2(b) of the Rosenthal Act, are also therefore each a “person” within the meaning of

1 California Civil Code § 1788.2(g) of the Rosenthal Act, and each is also a “creditor” under  
2 California Civil Code § 1788.2(i).

3 21. PLAINTIFFS are each a natural person, and each is a “consumer” as that term is  
4 defined by Calif. Civ. Code § 1785.3(b) of the CCCRAA.

5 22. As far as this matter pertains to PLAINTIFFS’ “consumer credit reports”, as that  
6 term is defined by Calif. Civ. Code § 1785.3(c) of the California CCRAA, in that inaccurate  
7 misrepresentations of PLAINTIFFS’ credit worthiness, credit standing, and credit capacity were  
8 made via written, oral, or other communication of information by a consumer credit reporting  
9 agency, which is used or is expected to be used, or collected in whole or in part, for the purpose  
10 of serving as a factor in establishing PLAINTIFFS’ eligibility for, among other things, credit to  
11 be used primarily for personal, family, or household purposes, and employment purposes.

12 23. As far as this matter pertains to the California CCRAA, all Defendants are a  
13 partnership, corporation, association, or other entity, and are therefore a “person” as that term is  
14 defined by Calif. Civ. Code § 1785.3(j) of the California CCRAA.

15 **STATUTORY PROTECTIONS**  
16 **OF CALIFORNIA MILITARY RESERVIST SERVICEMEMBERS**

17 24. Section 800(a)(1) of the Calif. Military and Veterans’ Code reads: “... a reservist  
18 who is called to active duty may defer payments on any of the following obligations while serving  
19 on active duty: (A) An obligation secured by a mortgage or deed of trust.”<sup>1</sup>

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21  
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23  
24 <sup>1</sup> The obligation to defer payments on a mortgage or deed of trust pursuant to § 800(a) became  
effective January 1, 2006, Enacted Legislation Added by Stats.2005, c. 291 (A.B.306), § 2.

1           25. Section 800(b) requires only that the reservist submit a written request for  
2 deferment that encloses a copy of the military orders, and explicitly states that email  
3 communication is sufficient to satisfy such a written request.

4           26. Pursuant to Section 800(e), the term of the credit obligation is required to be  
5 extended as follows: “If a lender defers payments on a closed end credit obligation or an open-  
6 end credit obligation with a maturity date, pursuant to this chapter, **the lender shall extend the**  
7 **term of the obligation by the amount of months the obligation was deferred.**” (emphasis  
8 added).

9           27. Section 804 of the Calif. Military and Veterans’ Code reads:

10           During the period specified in Section 800, the reservist may defer the  
11 payment of principal and interest on the specified obligations. No penalties  
12 shall be imposed on the nonpayment of principal or interest during this period.  
13 No interest shall be charged or accumulated on the principal or interest on  
which the payment was delayed. No foreclosure or repossession of property  
on which payment has been deferred shall take place during the period  
specified in Section 800.

14           28. Section 805 of the Calif. Military and Veterans’ Code reads:

15           Subject to subdivisions (e) and (f) of Section 800, a stay, postponement, or  
16 suspension under this chapter of the payment of any tax, fine, penalty,  
17 insurance premium, or other civil obligation or liability of a person in military  
18 service shall not provide the basis for affecting credit ratings, denial or  
revocation of credit, or a change by the lender in the terms of an existing credit  
arrangement.

19           29. Section 811(a) of the Calif. Military and Veterans’ Code reads:

20           The spouse or legal dependent, or both, of a reservist who is called to active  
21 duty, shall be entitled to the benefits accorded to a reservist under this chapter,  
provided that the reservist is eligible for the benefits.

22           30. Violations of these protections as codified by the Calif. Military and Veterans’ Code are  
23 enforceable by Section 812 as follows:

24           a) A person violating any provision of this chapter shall be liable for actual

1 damages, reasonable attorney's fees, and costs incurred by the service member  
2 or other person entitled to the benefits and protections of this chapter.

3 b) A service member or other person seeking to enforce rights pursuant to this  
4 chapter shall not be required to pay a filing fee or court costs.

5 31. Pursuant to Section 813(a)-(b) of the Calif. Military and Veterans' Code, any  
6 potential deficiency, legal insufficiency, or lack of entitlement to a request for deferment  
7 submitted by a reservist is waived if the lender/servicer fails to provide a written explanation  
8 within 30 days as to why it believes any such deficiency, legal insufficiency, or lack of entitlement  
9 may exist, and in such a case the reservist is therefore entitled to the deferment benefits provided  
10 herein despite the existence of any potential deficiency, legal insufficiency, or lack of entitlement.

11 32. It must also be noted that, pursuant to CMVC § 401(a)(3) and (a)(5), it is unlawful  
12 for a creditor to furnish to the credit reporting agencies any adverse credit reporting and/or that a  
13 borrower is a member of either an active or reserve component of the Armed Forces. Such a  
14 violation is punishable criminally as follows, pursuant to CMVC § 401(e): "Any person violating  
15 any provision of this section is guilty of a misdemeanor, and shall be punishable by imprisonment  
16 not to exceed one year or by a fine not to exceed one thousand dollars (\$1,000), or both.

17 **FACTUAL ALLEGATIONS**

18 33. PLAINTIFF GABRIEL is presently employed with a Combat Search and Rescue  
19 Unit with the Air National Guard.

20 34. PLAINTIFF GABRIEL is presently 34 years old.

21 35. PLAINTIFF MELVIVE is presently 33 years old, and is the wife of PLAINTIFF  
22 GABRIEL.

23 36. The couple have 2 children, ages 10 years old and 12 months old.  
24



1 37. PLAINTIFFS are a dedicated military family, who hold great pride and honor in  
2 PLAINTIFF GABRIEL'S service to our State and Nation.

3 38. PLAINTIFF GABRIEL has Secret Clearance.

4 39. During the time period of the events described below when DEFENDANTS  
5 completely mishandled PLAINTIFFS' request for mandatory deferment under the C.M.V.C.,  
6 PLAINTIFF GABRIEL was deployed overseas in active combat, where he faced daily risks to  
7 his own life and where he witnessed multiple deaths firsthand, yet DEFENDANTS' actions on  
8 this account caused PLAINTIFF GABRIEL to suffer needless and unnecessary worry and fear  
9 over his family's ability to maintain stable housing and financial stability back home, and caused  
10 PLAINTIFF GABRIEL and PLAINTIFF MELVIVE to waste time and resources discussing with  
11 each other the family's housing and financial affairs during the very limited times that they had  
12 to communicate with each other instead of discussing their family's health and wellbeing.

13 40. Additionally, these events caused PLAINTIFF GABRIEL to lose focus and  
14 concentration on the tasks at hand in the active combat zone wherein he was deployed for Combat  
15 Search and Rescue.

16 41. Backing up: at some point prior to February 2023, PLAINTIFFS incurred a home  
17 mortgage loan obligation, for which DEFENDANT UMC is presently the owner/mortgagee of  
18 the loan and DEFENDANT FREEDOM is the servicer of the mortgage loan.

19 42. At all relevant times, DEFENDANT FREEDOM was acting as the agent on behalf  
20 of, with the full authority and consent of, at the direction of, and under the control of,  
21 DEFENDANT UMC as the owner and mortgagee of PLAINTIFFS' home mortgage loan, and as  
22 such, DEFENDANT FREEDOM'S actions herein legally binds DEFENDANT UMC for each  
23 and every allegation as well as each and every claim and cause of action provided herein.

1           43. Furthermore, based on information and belief, DEFENDANT FREEDOM was, at  
2 all times relevant, acting in concert and in conspiracy with DEFENDANT UMC as the  
3 owner/mortgagee of PLAINTIFF'S home mortgage loan, and as such, DEFENDANT  
4 FREEDOM'S actions herein legally binds DEFENDANT UMC for each and every allegation as  
5 well as each and every claim and cause of action provided herein.

6           44. Furthermore, based on information and belief, DEFENDANT UMC was expressly  
7 informed by DEFENDANT FREEDOM of all of DEFENDANT FREEDOM'S business policies  
8 and procedures, collection policies and procedures, and policies and procedures with respect to  
9 requests for deferment under the C.M.V.C., furnishing of credit reporting information, and loss  
10 mitigation, and DEFENDANT UMC has expressly approved of, ratified, and controlled  
11 DEFENDANT FREEDOM'S such policies and procedures.

12           45. Furthermore, based on information and belief, DEFENDANT UMC was expressly  
13 informed by DEFENDANT FREEDOM of all activities and communications with respect to  
14 PLAINTIFFS' account, and DEFENDANT UMC expressly approved of, ratified, and controlled  
15 DEFENDANT FREEDOM'S actions and communications with respect to PLAINTIFFS'  
16 account.

17           46. The mortgage loan is a VA backed loan.

18           47. The home mortgage loan is for PLAINTIFFS' primary place of residence in the  
19 City of Watsonville, County of Santa Cruz.

20           48. In February 2023, PLAINTIFF GABRIEL received deployment orders, ordering  
21 him to report to active-duty deployment effective March 1, 2023 to February 28, 2026.

22           49. The orders further state that PLAINTIFF GABRIEL will be under Title 10 Orders  
23 from December 20, 2023 to May 1, 2024.

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1           50. On September 14, 2023, PLAINTIFFS delivered to DEFENDANT FREEDOM a  
2 written request for deferment of the home mortgage loan obligation pursuant to the Calif. Military  
3 & Veterans' Code Section 800.

4           51. PLAINTIFFS enclosed a copy of the deployment orders with the deferment  
5 request.

6           52. DEFENDANT FREEDOM'S only response to PLAINTIFFS' request for  
7 deferment was to claim, on September 18, 2023, that they would implement SCRA protections  
8 on the account.

9           53. As DEFENDANT FREEDOM was at all times acting as the agent of  
10 DEFENDANT UMC, then the request that was provided to DEFENDANT FREEDOM by  
11 PLAINTIFFS acts as notice to DEFENDANT UMC as the principal.

12           54. Also, upon information and belief, DEFENDANT FREEDOM provides regular  
13 updates to DEFENDANT UMC as the owner/mortgagee of the loan, and therefore, upon  
14 information and belief, DEFENDANT FREEDOM provided to DEFENDANT UMC express  
15 knowledge of PLAINTIFFS' request for deferment.

16           55. SCRA protections are vastly different and separate from the deferment protections  
17 mandated under the Calif. Military and Veterans' Code.

18           56. For instance, SCRA is a federal statute that does not provide any deferment  
19 protections at all to reservist servicemembers under deployment orders, whereas the primary goal  
20 of the Calif. Military and Veterans' Code is to mandate deferment protections to the deployed  
21 reservist servicemembers so that the reservist's family can maintain a handle on their financial  
22 affairs while not receiving income from the reservist's employer during the period of deployment.

1 57. Beyond that, neither DEFENDANT UMC nor DEFENDANT FREEDOM has  
2 ever once acknowledged PLAINTIFFS' written request for deferment of the home mortgage loan  
3 obligation pursuant to the Calif. Military & Veterans' Code Section 800.

4 58. C.M.V.C. § 813(a)-(b) specifically states:

5 (a) Any person who receives a good faith request from a service member for  
6 relief pursuant to this chapter and who believes the request is incomplete or  
7 otherwise not legally sufficient, or that the service member is not entitled to  
8 the relief requested, shall, within 30 days of the request, provide the service  
9 member with a written response acknowledging the request, setting forth the  
10 person's basis for believing or asserting that the request is incomplete or not  
11 legally sufficient, or that the service member is not entitled to the relief  
12 requested. The response shall clearly identify the specific information or  
13 materials that are missing from the request and that would be required to grant  
14 the relief requested, and provide contact information, including a mailing  
15 address and telephone number, which the service member can use to contact  
16 the person.

17 (b) If the person fails to make such a response in the timeframe set forth in this  
18 section, the person waives any objection to the request, and the service  
19 member shall be entitled to the relief requested.

20 59. Here, neither DEFENDANT UMC nor DEFENDANT FREEDOM has ever  
21 provided to PLAINTIFFS any written communication at all as to PLAINTIFFS' written request  
22 for deferment of the home mortgage loan obligation pursuant to the Calif. Military & Veterans'  
23 Code Section 800, as mandated by Section 813.

24 60. Therefore, pursuant to § 813(b), both DEFENDANT UMC and DEFENDANT  
FREEDOM have waived any purported entitlement to assert as a defense in this litigation that  
PLAINTIFFS' request was "incomplete or otherwise not legally sufficient, or that the service  
member is not entitled to the relief requested".

61. Additionally, based on Section 813(b), it is not required that there exist an express  
statement by the mortgage company that the deferment has been granted, as a failure to make  
such a response in the timeframe set forth in this section results in a waiver of any objection to

1 the request, and in turns means the servicemember shall be automatically entitled to the relief  
2 requested.

3 62. Assuming, but without conceding, that either DEFENDANT UMC or  
4 DEFENDANT FREEDOM might assert there exists a potential deficiency, legal insufficiency,  
5 or lack of entitlement to PLAINTIFFS' request for deferment, DEFENDANTS' failure to provide  
6 any written explanation of any basis for a rejection/denial of the request within 30 days, as  
7 mandated by Section 813, therefore results in any potential deficiency, legal insufficiency, or lack  
8 of entitlement having been waive, which results in PLAINTIFFS therefore being entitled to the  
9 benefits requested despite any such potential deficiency, legal insufficiency, or lack of entitlement  
10 (if there even is any).

11 63. Therefore, pursuant to Sections 800 and 811 of the Calif. Military and Veterans'  
12 Code, PLAINTIFFS were automatically entitled to up to 180-days' worth of deferment of the  
13 principal and interest, and both DEFENDANTS UMC and FREEDOM (as well any lender and  
14 any subsequent servicer) are and were obligated to not only abide by the mandatory deferment  
15 but to also extend the maturity date of the term of the obligation equal to the number of months  
16 of the deferment.

17 64. As the deferments were required to be applied to principal and interest,  
18 PLAINTIFFS were and are only required to pay each month the escrow amount for taxes and  
19 insurance.

20 65. Despite this, however, PLAINTIFFS received from DEFENDANT FREEDOM  
21 written communications every single month from September 2023 to May 2024 that falsely  
22 claims PLAINTIFFS owed the full regular monthly payment during the time period that the  
23 account should have been under mandatory deferment.

1 66. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
2 DEFENDANT FREEDOM who drafted these communications and the dates that the  
3 communications were actually drafted, as such information is exclusively within the possession  
4 and knowledge of DEFENDANT FREEDOM, and PLAINTIFFS knowledge is therefore limited  
5 to only knowing that they received these communications under DEFENDANT FREEDOM'S  
6 letterhead between the months of September 2023 to May 2024.<sup>2</sup>

7 67. On multiple occasions between September 2023 and May 2024, PLAINTIFFS  
8 communicated with DEFENDANT FREEDOM to inquire about the status of their request for  
9 mandatory deferment under the C.M.V.C.

10 68. Every communication that PLAINTIFFS did engage in with DEFENDANT  
11 FREEDOM resulted in the agents falsely insisting that PLAINTIFFS owed the full regular  
12 monthly payment for the upcoming month or would be at risk of default and foreclosure.

13 69. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
14 DEFENDANT FREEDOM with whom they communicated, as such information is exclusively  
15 within the possession and knowledge of DEFENDANT FREEDOM, and PLAINTIFFS  
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19 <sup>2</sup> The “particularity requirement” is relaxed in instances where the facts supporting the allegation  
20 are within the defendant's possession. *See, e.g., U.S. ex rel. Vatan v. QTC Medical Services, Inc.*  
21 (9<sup>th</sup> Cir. 2018) 721 Fed Appx. 662, 663-664 (citing cases) (“The allegations are ‘specific enough  
22 to give defendants notice of the particular [alleged] misconduct ... so that they can defend against  
23 the charge.’” (citations omitted)). “[W]here ‘it may be presumed that Defendants are in  
24 sole possession of facts needed to support or refute the claims’ and where the alleged policy  
‘provides notice to Defendants regarding what information will be sought from what sources  
during discovery... the Court cannot find a basis to grant [the] Defendants' motion to dismiss this  
court.’” *Davis v. County of Riverside* (C.D. Calif. 2016) 2016 WL 11595141, at \*5 (citing  
cases).

1 knowledge is therefore limited to only knowing that they engaged in these communications with  
2 person(s) who work for DEFENDANT FREEDOM between the months of September 2023 to  
3 May 2024.<sup>3</sup>

4 70. This always resulted in PLAINTIFFS caving in to DEFENDANT FREEDOM and  
5 authorizing an electronic payment over the phone just to avoid the threatened risks.

6 71. To be clear: PLAINTIFFS absolutely did not owe the full regular monthly  
7 payment during those months, as PLAINTIFFS were entitled to mandatory deferment protections  
8 under the C.M.V.C.

9 72. In turn, this means that each written communication and each verbal  
10 communication between September 2023 and May 2024 wherein DEFENDANT FREEDOM  
11 insisted that PLAINTIFFS owed the full regular monthly payment for the upcoming month was  
12 a false statement, a misrepresentation as to the character and status of the account, and resulted  
13 in PLAINTIFFS paying money that they otherwise should not have had to pay and thereby  
14 suffered loss of use and enjoyment of those funds for other necessities.

15 73. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
16 DEFENDANT FREEDOM with whom they communicated, as such information is exclusively  
17 within the possession and knowledge of DEFENDANT FREEDOM, and PLAINTIFFS  
18 knowledge is therefore limited to only knowing that they engaged in these communications with  
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24 <sup>3</sup> *U.S. ex rel. Vatan, supra*, 721 Fed Appx. at 663-664 (citing cases); *Davis, supra*, 2016 WL 11595141, at \*5 (citing cases).

1 person(s) who work for DEFENDANT FREEDOM between the months of September 2023 to  
2 May 2024.<sup>4</sup>

3 74. Also during each communication, DEFENDANT FREEDOM completely ignored  
4 the fact that PLAINTIFFS were inquiring about their requests for mandatory deferment under the  
5 C.M.V.C. (to which PLAINTIFFS were indisputably entitled) and instead insisted that  
6 PLAINTIFFS were limited only to SCRA protections and insisting that PLAINTIFFS could only  
7 obtain payment deferments by way of financial hardship assistance and loss mitigation.

8 75. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
9 DEFENDANT FREEDOM with whom they communicated, as such information is exclusively  
10 within the possession and knowledge of DEFENDANT FREEDOM, and PLAINTIFFS  
11 knowledge is therefore limited to only knowing that they engaged in these communications with  
12 person(s) who work for DEFENDANT FREEDOM between the months of September 2023 to  
13 May 2024.<sup>5</sup>

14 76. Eventually, DEFENDANT FREEDOM tricked and manipulated PLAINTIFFS to  
15 stop making their payments at all in order to obtain payment deferments by way of financial  
16 hardship assistance and loss mitigation.

17 77. PLAINTIFFS attempted to explain that they were not seeking financial hardship  
18 assistance in order to defer their payments but were instead insisting on their entitlement to  
19 mandatory deferment under the C.M.V.C.

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22 <sup>4</sup> *U.S. ex rel. Vatan, supra*, 721 Fed Appx. at 663-664 (citing cases); *Davis, supra*, 2016 WL  
23 11595141, at \*5 (citing cases).

24 <sup>5</sup> *U.S. ex rel. Vatan, supra*, 721 Fed Appx. at 663-664 (citing cases); *Davis, supra*, 2016 WL  
11595141, at \*5 (citing cases).



1 78. Due exclusively to DEFENDANT FREEDOM Minsisting that PLAINTIFFS can  
2 only obtain payment deferments by way of financial hardship assistance and loss mitigation,  
3 PLAINTIFFS decided to put their trust into DEFENDANT FREEDOM and concluded that  
4 stopping their payments entirely must be the only way to obtain deferment protections under the  
5 C.M.V.C.

6 79. In May 2024, PLAINTIFFS were manipulated and duped into stopping their  
7 mortgage payments to their detriment, as PLAINTIFFS thereafter began to suffer threats of  
8 foreclosure, suffer multiple months of false and inaccurate credit reporting, suffer accusations of  
9 default, and suffer being charged with penalties and late fees and other financial burdens that they  
10 otherwise should not be forced to bear.

11 80. DEFENDANT FREEDOM has also sent written correspondence to PLAINTIFFS  
12 in May-July 2024 that falsely and unlawfully claim that PLAINTIFFS are in default and past due  
13 for thousands of dollars, and in these communications DEFENDANT FREEDOM expressly  
14 demanded that PLAINTIFFS must pay those thousands of dollars by specific due dates and also  
15 falsely claimed that PLAINTIFFS were at risk of foreclosure.

16 81. Each written correspondence sent by DEFENDANT FREEDOM amounts to a  
17 separate incident of engaging in multiple false representations of the nature, character, and  
18 amount owed and false representations of the nature, character, and status of the account.

19 82. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
20 DEFENDANT FREEDOM who drafted these communications and the dates that the  
21 communications were actually drafted, as such information is exclusively within the possession  
22 and knowledge of DEFENDANT FREEDOM, and PLAINTIFFS knowledge is therefore limited  
23  
24

1 to only knowing that they received these communications under DEFENDANT FREEDOM'S  
2 letterhead between the months of September 2023 to May 2024.<sup>6</sup>

3 83. Additionally, DEFENDANT FREEDOM'S gross mishandling of the account has  
4 also included the actions of furnishing grossly inaccurate information to the consumer credit  
5 reporting agencies, which includes (but is not limited to) the following:

6 a. DEFENDANT FREEDOM furnishing to the consumer credit reporting agencies  
7 that PLAINTIFFS owe more than what is truly owed; and,

8 b. DEFENDANT FREEDOM'S furnishing to the consumer credit reporting agencies  
9 that PLAINTIFFS are in default and past due during the months that the account  
10 should not have otherwise been in default.

11 84. During the 6 month time period after PLAINTIFFS submitted their September 14,  
12 2023 written request for deferment, during which DEFENDANT FREEDOM furnished  
13 information to the consumer credit reporting agencies that PLAINTIFFS owed the full regular  
14 monthly payments, DEFENDANT FREEDOM knew, or should have known, that the information  
15 that it furnished to the consumer credit reporting agencies is inaccurate, grossly misleading, and  
16 incomplete because of the following:

17 a. DEFENDANT FREEDOM'S September 18, 2023 response to PLAINTIFFS'  
18 September 14, 2023 request confirms that DEFENDANT FREEDOM has direct  
19 knowledge of PLAINTIFFS' request for deferment under the C.M.V.C.; and,

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23 <sup>6</sup> *U.S. ex rel. Vatan, supra*, 721 Fed Appx. at 663-664 (citing cases); *Davis, supra*, 2016 WL  
24 11595141, at \*5 (citing cases).

1           b. Upon information and belief, DEFENDANT FREEDOM is well aware of each  
2           statutory obligation under the C.M.V.C., which in turn means DEFENDANT  
3           FREEDOM is well aware that the lack of written response within 30 days results  
4           in the deferment request being automatically granted pursuant to § 813; and,

5           c. DEFENDANT FREEDOM therefore knew, or should have known, that  
6           PLAINTIFFS were automatically entitled to the deferment protections pursuant to  
7           § 813 as a direct result of the lack of a written response from either DEFENDANT  
8           FREEDOM or UMC; and,

9           d. DEFENDANT FREEDOM therefore knew, or should have known, that it was  
10          false, incomplete, and inaccurate to report that PLAINTIFFS owed the full regular  
11          monthly payments during the 6 months subsequent to PLAINTIFFS' September  
12          14, 2023 deferment request.

13          85. This reporting in turn caused PLAINTIFFS to suffer adverse credit reporting  
14          because it showed monthly financial obligations that PLAINTIFFS otherwise did not have, which  
15          in turn caused PLAINTIFFS to suffer a worse debt to income ratio than it otherwise should have  
16          been.

17          86. Furthermore, during the time period when DEFENDANT FREEDOM tricked and  
18          manipulated PLAINTIFFS into stopping their regular monthly payments as alleged above,  
19          DEFENDANT FREEDOM furnished information to the consumer credit reporting agencies that  
20          PLAINTIFFS were in default and serious delinquency on the account.

21          87. DEFENDANT FREEDOM knew, or should have known, that this information that  
22          it furnished to the consumer credit reporting agencies is inaccurate, grossly misleading, and  
23          incomplete because of the following:

- 1 a. DEFENDANT FREEDOM’S September 18, 2023 response to PLAINTIFFS’  
2 September 14, 2023 request confirms that DEFENDANT FREEDOM has direct  
3 knowledge of PLAINTIFFS’ request for deferment under the C.M.V.C.; and,
- 4 b. Upon information and belief, DEFENDANT FREEDOM is well aware of each  
5 statutory obligation under the C.M.V.C., which in turn means DEFENDANT  
6 FREEDOM is well aware that the lack of written response within 30 days results  
7 in the deferment request being automatically granted pursuant to § 813; and,
- 8 c. Based on the communications with PLAINTIFFS, DEFENDANT FREEDOM  
9 knew that PLAINTIFFS were not seeking financial hardship assistance and loss  
10 mitigation, but were instead seeking mandatory deferment protections under the  
11 C.M.V.C., and therefore knew that it was false for DEFENDANT FREEDOM to  
12 trick and manipulate PLAINTIFFS into stopping their regular monthly payments;  
13 and,
- 14 d. DEFENDANT FREEDOM therefore knew, or should have known, that the only  
15 reason PLAINTIFFS did in fact stop making their regular monthly payments was  
16 because DEFENDANT FREEDOM had tricked and manipulated PLAINTIFFS  
17 into stopping their regular monthly payments; and,
- 18 e. DEFENDANT FREEDOM therefore knew, or should have known, that  
19 PLAINTIFFS were only in default and delinquent on the account due to  
20 DEFENDANT FREEDOM’S own gross mishandling of the account and not due  
21 to any fault upon PLAINTIFFS; and,
- 22 f. DEFENDANT FREEDOM therefore knew, or should have known, that it was  
23 false, incomplete, and inaccurate to report that PLAINTIFFS were in default and  
24 serious delinquency on the account.

1 88. PLAINTIFFS are unaware of the name(s) of the actual person(s) from  
2 DEFENDANT FREEDOM who furnished the credit reporting information and the dates that the  
3 information was actually furnished, as such information is exclusively within the possession and  
4 knowledge of DEFENDANT FREEDOM, and PLAINTIFFS knowledge is therefore limited to  
5 only knowing what information was displayed in the output of their consumer credit reports  
6 between the months of September 2023 to May 2024.<sup>7</sup>

7 89. Upon information and belief, DEFENDANT FREEDOM is in possession of  
8 documentation that shows the dates and times of each action taken with respect to its furnishing  
9 of information to the consumer credit reporting agencies, including the name(s) of the person(s)  
10 who engaged in such actions.

11 90. Upon information and belief, the consumer credit reporting agencies Experian,  
12 Equifax, and TransUnion are also in possession of documentation that shows the dates and times  
13 of each action taken with respect to its furnishing of information to the consumer credit reporting  
14 agencies, including the name(s) of the person(s) who engaged in such actions, and such  
15 documentation will inevitably be the subject of third party discovery in this litigation from the  
16 consumer credit reporting agencies Experian, Equifax, and TransUnion.

17 91. The negative credit reporting that PLAINTIFFS were in default and serious  
18 delinquency on the account caused PLAINTIFFS' credit scores to drop, and also paints a false  
19 and inaccurate picture of PLAINTIFFS as being not creditworthy consumers who default on their  
20 accounts due to financial irresponsibility.

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23 <sup>7</sup> *U.S. ex rel. Vatan, supra*, 721 Fed Appx. at 663-664 (citing cases); *Davis, supra*, 2016 WL  
24 11595141, at \*5 (citing cases).

1           92. The negative credit reporting that PLAINTIFFS were in default and serious  
2 delinquency on the account has also caused PLAINTIFFS to be concerned and worried over the  
3 possibility of discipline within the military, possibility of demotion and/or less than honorable  
4 discharge, and possibly being stripped of Security Clearance, as negative credit history risks  
5 GABRIEL being deprived of security clearance level because the military considers someone  
6 with negative credit history as being at risk for bribery and manipulation by foreign adversaries.<sup>8</sup>

7           93. In July 2024, PLAINTIFFS eventually made a significant one-time payment in  
8 excess of \$12,000.00 solely under duress solely in order to bring the account current after having  
9 realized that DEFENDANTS instructions to allow the account to go into default was nothing  
10 more than manipulation designed to trick them into going into default and was not done to their  
11 benefit.

12           94. Each action taken by DEFENDANT FREEDOM has caused PLAINTIFFS to  
13 suffer fear and worry over their family's financial affairs, and to also suffer fear and worry over  
14 whether their family might lose their home due exclusively to gross errors committed by a  
15 company that they had no choice in servicing their account, and to also suffer fear and worry over  
16 whether the VA might withdraw its guarantee of the loan and refusal to provide any further VA  
17 benefits/protections.

18           95. PLAINTIFFS have suffered emotional distress, such as loss of sleep, worry, fear,  
19 shame, embarrassment, headaches, increased heart rate, and shaking.

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23 <sup>8</sup> [https://www.consumerfinance.gov/about-us/blog/warno-new-security-clearance-guidelines-  
24 make-it-more-important-ever-servicemembers-monitor-their-credit/](https://www.consumerfinance.gov/about-us/blog/warno-new-security-clearance-guidelines-make-it-more-important-ever-servicemembers-monitor-their-credit/).

1 96. Furthermore, PLAINTIFFS have suffered financial harm as a direct and proximate  
2 result of the violations described herein.

3 97. And, because PLAINTIFFS were forced to make full regular monthly payments  
4 during the months of September 2023 to May 2024, PLAINTIFFS were unable to use the funds  
5 that they otherwise could have saved for childcare, which resulted in PLAINTIFF MELVIVE to  
6 stay home and not return to work during her husband's deployment, which in turn deprived  
7 MELVIVE the opportunity for a management position at her place of employment.

8 98. DEFENDANT FREEDOM'S actions described herein completely undermine the  
9 spirit and purpose of the protections afforded to PLAINTIFFS, as the protections afforded are  
10 meant to allow deployed servicemembers to focus on their job duties during deployment and to  
11 focus on their transition from non-deployment to deployment without having to suffer worry and  
12 distress over financial affairs and without having to suffer worry and distress over the security of  
13 their residence during deployment.

14 99. Upon information and belief, DEFENDANT FREEDOM has acted with malice  
15 and oppression in deliberate and willful disregard of PLAINTIFFS' rights, because they acted  
16 with such a high degree of risk of committing a legal violation that was higher than mere  
17 carelessness, because the laws that protect PLAINTIFFS in these circumstances are very clear  
18 and unambiguous, and also because DEFENDANT FREEDOM is fully aware of the obligations  
19 and protections mandated by the C.M.V.C. (which is confirmed at least in part by the fact that  
20 DEFENDANT FREEDOM has been the subject of multiple lawsuits for violations of the  
21 C.M.V.C.), yet DEFENDANT FREEDOM has utterly failed to properly comply, which means  
22 DEFENDANT FREEDOM deserves exemplary and punitive damages.

23 100. DEFENDANT FREEDOM'S knowledge and familiarity with the rights and  
24 obligations C.M.V.C. is at least in part confirmed by the fact that DEFENDANT FREEDOM has

1 been the subject of lawsuits in the past regarding violations of the C.M.V.C., including but not  
2 limited to the case of *Daniel Freedman, et al. v. Freedom Mortgage Corporation, et al.*, Santa  
3 Barbara County Superior Court Case Number 19CV04487 and *Joshua Conyers, et al. v. Freedom*  
4 *Mortgage Corporation, et al.*, Riverside County Superior Court Case Number CVSW2306355.

5  
6 **FIRST CAUSE OF ACTION**  
7 **CALIF. MILITARY FAMILIES FINANCIAL RELIEF ACT**  
8 **CALIF. MILITARY & VETS.' CODE §§ 800-812**  
9 **(BY AND ON BEHALF OF ALL PLAINTIFFS, AS AGAINST ALL DEFENDANTS)**

10 101. PLAINTIFFS repeat, re-allege, and incorporate by reference all other paragraphs,  
11 as if fully set forth herein.

12 102. PLAINTIFFS invoked protection under this Act by sending the required written  
13 notices that included copies of the applicable deployment orders.

14 103. Pursuant to Calif. Military & Vets.' Code § 811, these rights protect both  
15 PLAINTIFF GABRIEL and his wife PLAINTIFF MELVIVE.

16 104. DEFENDANT FREEDOM has direct liability for these violations, as it is the  
17 entity that directly engaged in such violations.

18 105. DEFENDANT UMC has indirect liability for these violations, as it is the principal  
19 of all violations committed by its agent and co-conspirator DEFENDANT FREEDOM.

20 106. By failing to provide PLAINTIFFS with mandatory deferment of principal and  
21 interest when in reality PLAINTIFFS were entitled to deferment protections, DEFENDANTS  
22 have violated Calif. Military & Vets.' Code.

23 107. By falsely claiming on multiple occasions that PLAINTIFFS owed their full  
24 regular monthly payment, which amounts to several thousands of dollars more than what they



1 actually owed, when in reality PLAINTIFFS were entitled to deferment protections,  
2 DEFENDANTS violated Calif. Military & Vets.’ Code.

3 108. By falsely threatening that PLAINTIFFS were at risk of foreclosure when in  
4 reality PLAINTIFFS were entitled to deferment protections, DEFENDANTS violated Calif.  
5 Military & Vets.’ Code.

6 109. As a direct and proximate result of DEFENDANTS’ actions, PLAINTIFFS have  
7 suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

8 110. PLAINTIFFS are also entitled to, and seek, attorneys’ fees and costs.

9 111. PLAINTIFFS are further informed and believes that the aforesaid conduct was  
10 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)  
11 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of  
12 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise  
13 specifically from statute, which in turn means the limitation of § 3294(a) (“In an action for the  
14 breach of an obligation not arising from contract ...”) does not apply.<sup>9</sup> Upon information and  
15 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other  
16 military families throughout the State of California, which means DEFENDANTS deserve to

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21 <sup>9</sup> In the statute authorizing punitive damages for “an action for the breach of an obligation not  
22 arising from contract,” the word “contract” is used in its ordinary sense to mean an agreement  
23 between the parties, not an obligation imposed by law despite the absence of any such  
24 agreement. Brewer v. Premier Golf Properties, LP (App. 4 Dist. 2008) 168 Cal.App.4th 1243,  
review denied; Ward v. Taggart (1959) 51 Cal.2d 736, 336 P.2d 534. Further, exemplary  
damages may be recovered in tort action upon a proper showing of malice, fraud or oppression  
even though the tort incidentally involves a breach of contract. Chelini v. Nieri (1948) 32  
Cal.2d 480, 196 P.2d 915; Haigler v. Donnelly (1941) 18 Cal.2d 674, 117 P.2d 331.

1 suffer exemplary damages so that they do not inflict similar violations upon other military families,  
2 in addition to deserving punishment for attempting to rip off PLAINTIFFS themselves.

3 112. Under California law, even where a claim formally sounds in negligence, if the  
4 PLAINTIFF can make a showing that defendant's conduct goes beyond gross negligence and  
5 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re*  
6 *Yahoo! Inc. Customer Data Security Breach Litigation* (N.D. Cal.2018) 313 F.Supp.3d 1113.

7 113. Assuming, but without conceding, that DEFENDANTS might assert there exists  
8 a potential deficiency, legal insufficiency, or lack of entitlement to PLAINTIFFS' request for  
9 deferment, DEFENDANTS' failure to provide any written explanation of any basis for a  
10 rejection/denial of the request within 30 days, as mandated by Section 813, therefore results in  
11 any argument as to a potential deficiency, legal insufficiency, or lack of entitlement having been  
12 waive, which results in PLAINTIFFS therefore being entitled to the benefits requested despite  
13 any such potential deficiency, legal insufficiency, or lack of entitlement (if there even is any).

14 **SECOND CAUSE OF ACTION**  
15 **CALIF. ROSENTHAL ACT**  
16 **CALIF. CIV. CODE §§ 1788-1788.32**  
17 **(BY AND ON BEHALF OF ALL PLAINTIFFS, AS AGAINST ALL DEFENDANTS)**

18 114. PLAINTIFFS repeat, re-allege, and incorporate by reference all other paragraphs,  
19 as if fully set forth herein.

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

1 Notwithstanding any other provision of this title, every debt collector collecting  
2 or attempting to collect a consumer debt shall comply with the provisions of  
3 Sections 1692b to 1692j, inclusive, of, and shall be subject to the remedies in  
4 Section 1692k of, Title 15 of the United States Code. However, subsection (11)  
5 of Section 1692e and Section 1692g shall not apply to any person specified in  
6 paragraphs (A) and (B) of subsection (6) of Section 1692a of Title 15 of the  
7 United States Code or that person's principal. The references to federal codes  
8 in this section refer to those codes as they read January 1, 2001.

6 116. DEFENDANT FREEDOM has direct liability for these violations, as it is the  
7 entity that directly engaged in such violations.

8 117. DEFENDANT UMC has indirect liability for these violations, as it is the principal  
9 of all violations committed by its agent and co-conspirator DEFENDANT FREEDOM.<sup>10</sup>

10 118. At all times relevant, DEFENDANTS were each obligated to comply with all such  
11 requirements of the Federal FDCPA incorporated into the Rosenthal Act pursuant to Calif. Civ.  
12 Code § 1788.17.

13 119. By falsely claiming on multiple occasions that PLAINTIFFS owed their full  
14 regular monthly payment during a time when in reality PLAINTIFFS were entitled to deferment  
15 protections, which amounted to several thousands of dollars more than what PLAINTIFFS  
16 actually owed, DEFENDANTS engaged in multiple violations of the FDCPA as follows, all of  
17 which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17, including  
18 but not limited to:

- 19 a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to  
20 oppress PLAINTIFFS in connection with the collection of a debt,

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23 <sup>10</sup> “[A] creditor can be held vicariously liable for the actions of an agent collecting a debt on its  
24 behalf under the Rosenthal Act.” *Cavalry SPV I, LLC v. Watkins* (2019) 36 Cal.App.5th 1070,  
1085.

- b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in connection with the collection of a debt,
- c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal status of the debt,
- d. 15 U.S.C. §1692e(10) by using false representations and deceptive means to attempt to collect a debt,
- e. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a debt,
- f. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by law.

120. By failing to provide PLAINTIFFS with deferment of principal and interest during a time when in reality PLAINTIFFS were entitled to deferment protections, DEFENDANTS engaged in multiple violations of the FDCPA as follows, all of which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17, including but not limited to:

- a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to oppress PLAINTIFFS in connection with the collection of a debt,
- b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in connection with the collection of a debt,
- c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal status of the debt,
- d. 15 U.S.C. §1692e(10) by using false representations and deceptive means to attempt to collect a debt,
- e. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a debt,

1 f. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by  
2 law.

3 121. By tricking and manipulating PLAINTIFFS into stopping their regular monthly  
4 payments and then falsely claiming to PLAINTIFFS that they are in default and at risk of  
5 foreclosure, DEFENDANTS engaged in multiple violations of the FDCPA as follows, all of  
6 which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17, including  
7 but not limited to:

8 a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to  
9 oppress PLAINTIFFS in connection with the collection of a debt,

10 b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in  
11 connection with the collection of a debt,

12 c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal  
13 status of the debt,

14 d. 15 U.S.C. §1692e(10) by using false representations and deceptive means to  
15 attempt to collect a debt,

16 e. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a  
17 debt,

18 f. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by  
19 law.

20 122. By furnishing false, inaccurate, and misleading information to the consumer credit  
21 reporting agencies 1) that PLAINTIFFS owed their full regular monthly payments at a time when  
22 they were actually entitled to deferment, which amounts to a false claim that PLAINTIFFS owed  
23 more than they otherwise did in fact owe, and 2) that PLAINTIFFS were delinquent during a time  
24 that they were actually tricked and manipulated by DEFENDANT FREEDOM into stopping their

1 regular monthly payments, DEFENDANTS engaged in multiple violations of the Federal FDCA  
2 as follows, all of which are necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code  
3 1788.17:

- 4 a. 15 U.S.C. §1692d by engaging in conduct the natural consequence of which is to  
5 oppress PLAINTIFFS in connection with the collection of a debt,
- 6 b. 15 U.S.C. §1692e by using false, deceptive, and misleading representations in  
7 connection with the collection of a debt,
- 8 c. 15 U.S.C. §1692e(2)(A) by falsely representing the character, amount, and legal  
9 status of the debt,
- 10 d. 15 U.S.C. §1692e(8), by furnishing credit reporting information to the consumer  
11 credit reporting agencies that DEFENDANTS knew or should know is false,
- 12 e. 15 U.S.C. §1692e(10) by using false representations and deceptive means to  
13 attempt to collect a debt,
- 14 f. 15 U.S.C. §1692f by using unfair and unconscionable means to attempt to collect a  
15 debt,
- 16 g. 15 U.S.C. §1692f(1) by collecting an amount not authorized by agreement or by  
17 law.

18 123. The actions taken by DEFENDANTS that form the basis of PLAINTIFFS'  
19 Rosenthal FDCPA violations in this matter were always done in an attempt to collect money from  
20 PLAINTIFFS and were never done to simply enforce the security interest.

21 124. It has long been settled that a mortgage servicer who attempts to obtain repayment  
22 of mortgage debt is a “debt collector” subject to the Rosenthal Fair Debt Collection Practices Act.  
23 *See, e.g., Davidson v. Seterus, Inc.* (4<sup>th</sup> Dist. Ct. App. 2018) 21 Cal.App.5th 283, 304-305.



1 **(BY AND ON BEHALF OF ALL PLAINTIFFS, AS AGAINST ALL DEFENDANTS)**

2 129. PLAINTIFFS repeat, re-allege, and incorporate by reference each of the above  
3 paragraphs as though set forth fully herein.

4 130. DEFENDANT FREEDOM has direct liability for these violations, as it is the  
5 entity that directly engaged in such violations.

6 131. DEFENDANT UMC has indirect liability for these violations, as it is the principal  
7 of all violations committed by its agent and co-conspirator DEFENDANT FREEDOM.<sup>11</sup>

8 132. As the furnisher of information to credit reporting agencies, DEFENDANTS at all  
9 times remained obligated to not furnish information on a transaction or experience to any  
10 consumer credit reporting agency if they knew or should have known the information was  
11 incomplete or inaccurate, as required by Calif. Civ. Code § 1785.25(a) of the California CCRAA.

12 133. Even if the derogatory reporting is technically accurate, it is still a violation of this  
13 law if the derogatory reporting is misleading in such a way and to such an extent that it can be  
14 expected to adversely affect credit decisions. *Cisneros v. U.D. Registry, Inc.* (1995) 39 Cal. App.  
15 4th 548.

16 134. A credit reporting violation is “willful” if it involves the commission not only of  
17 acts known to violate the statute, but also “reckless disregard of statutory duty.” *Safeco Ins. Co.*  
18 *of Am. v. Burr*, 551 U.S. 47, 56-57 (2007).

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22 <sup>11</sup> “Most of the courts that have considered the issue, however, have concluded that vicarious  
23 liability is consistent with the FCRA.” *Ellis v. Pennsylvania Higher Educ. Assistance Agency*  
24 (C.D. Cal. 2008) 2008 WL 4351746 at \*3. Cases decided under the FCRA are  
“persuasive authority and entitled to substantial weight when interpreting the California  
provisions.” *Carvalho v. Equifax Info. Servs., LLC*, 629 F.3d 876, 889 (9th Cir.2010) (internal  
quotation marks and citation omitted).



1 135. The Ninth Circuit in *Syed v. M-I, LLC* (2017) 853 F.3d 492, FN 7 recently stated,  
2 with respect to credit reporting violations, “[W]here a party’s action violates an unambiguous  
3 statutory requirement, that fact alone may be sufficient to conclude that violation is reckless, and  
4 therefore willful. ... [R]ecklessness may be determined by objective evidence alone.”

5 136. During the 6 month time period after PLAINTIFFS submitted their September 14,  
6 2023 written request for deferment, during which DEFENDANT FREEDOM furnished  
7 information to the consumer credit reporting agencies that PLAINTIFFS owed the full regular  
8 monthly payments, DEFENDANT FREEDOM knew, or should have known, that the information  
9 that it furnished to the consumer credit reporting agencies is inaccurate, grossly misleading, and  
10 incomplete because of the following:

- 11 a. DEFENDANT FREEDOM’S September 18, 2023 response to PLAINTIFFS’  
12 September 14, 2023 request confirms that DEFENDANT FREEDOM has direct  
13 knowledge of PLAINTIFFS’ request for deferment under the C.M.V.C.; and,
- 14 b. Upon information and belief, DEFENDANT FREEDOM is well aware of each  
15 statutory obligation under the C.M.V.C., which in turn means DEFENDANT  
16 FREEDOM is well aware that the lack of written response within 30 days results  
17 in the deferment request being automatically granted pursuant to § 813; and,
- 18 c. DEFENDANT FREEDOM therefore knew, or should have known, that  
19 PLAINTIFFS were automatically entitled to the deferment protections pursuant to  
20 § 813 as a direct result of the lack of a written response from either DEFENDANT  
21 FREEDOM or UMC; and,
- 22 d. DEFENDANT FREEDOM therefore knew, or should have known, that it was  
23 false, incomplete, and inaccurate to report that PLAINTIFFS owed the full regular  
24

1 monthly payments during the 6 months subsequent to PLAINTIFFS' September  
2 14, 2023 deferment request.

3 137. This reporting in turn caused PLAINTIFFS to suffer adverse credit reporting  
4 because it showed monthly financial obligations that PLAINTIFFS otherwise did not have, which  
5 in turn caused PLAINTIFFS to suffer a worse debt to income ratio than it otherwise should have  
6 been.

7 138. Furthermore, during the time period when DEFENDANT FREEDOM tricked and  
8 manipulated PLAINTIFFS into stopping their regular monthly payments as alleged above,  
9 DEFENDANT FREEDOM furnished information to the consumer credit reporting agencies that  
10 PLAINTIFFS were in default and serious delinquency on the account.

11 139. DEFENDANT FREEDOM knew, or should have known, that this information that  
12 it furnished to the consumer credit reporting agencies is inaccurate, grossly misleading, and  
13 incomplete because of the following:

- 14 a. DEFENDANT FREEDOM'S September 18, 2023 response to PLAINTIFFS'  
15 September 14, 2023 request confirms that DEFENDANT FREEDOM has direct  
16 knowledge of PLAINTIFFS' request for deferment under the C.M.V.C.; and,
- 17 b. Upon information and belief, DEFENDANT FREEDOM is well aware of each  
18 statutory obligation under the C.M.V.C., which in turn means DEFENDANT  
19 FREEDOM is well aware that the lack of written response within 30 days results  
20 in the deferment request being automatically granted pursuant to § 813; and,
- 21 c. Based on the communications with PLAINTIFFS, DEFENDANT FREEDOM  
22 knew that PLAINTIFFS were not seeking financial hardship assistance and loss  
23 mitigation, but were instead seeking mandatory deferment protections under the  
24 C.M.V.C., and therefore knew that it was false for DEFENDANT FREEDOM to

1           trick and manipulate PLAINTIFFS into stopping their regular monthly payments;  
2           and,

3           d. DEFENDANT FREEDOM therefore knew, or should have known, that the only  
4           reason PLAINTIFFS did in fact stop making their regular monthly payments was  
5           because DEFENDANT FREEDOM had tricked and manipulated PLAINTIFFS  
6           into stopping their regular monthly payments; and,

7           e. DEFENDANT FREEDOM therefore knew, or should have known, that  
8           PLAINTIFFS were only in default and delinquent on the account due to  
9           DEFENDANT FREEDOM'S own gross mishandling of the account and not due  
10          to any fault upon PLAINTIFFS; and,

11          f. DEFENDANT FREEDOM therefore knew, or should have known, that it was  
12          false, incomplete, and inaccurate to report that PLAINTIFFS were in default and  
13          serious delinquency on the account.

14          140. The negative credit reporting that PLAINTIFFS were in default and serious  
15          delinquency on the account caused PLAINTIFFS' credit scores to drop, and also paints a false  
16          and inaccurate picture of PLAINTIFFS as being not creditworthy consumers who default on their  
17          accounts due to financial irresponsibility.

18          141. The negative credit reporting that PLAINTIFFS were in default and serious  
19          delinquency on the account has also caused PLAINTIFFS to be concerned and worried over the  
20          possibility of discipline within the military, possibility of demotion and/or less than honorable  
21          discharge, and possibly being stripped of Security Clearance, as negative credit history risks  
22          GABRIEL being deprived of security clearance level because the military considers someone  
23          with negative credit history as being at risk for bribery and manipulation by foreign adversaries  
24

1 142. DEFENDANTS' violations were negligent at a minimum, because a reasonable  
2 person would not have reported the account in such a manner.

3 143. PLAINTIFFS are also informed and believe that DEFENDANTS' violations were  
4 willful in that DEFENDANTS know of their obligations pursuant to Section 1785.25(a), yet acted  
5 with such a high degree of risk of committing a legal violation that was higher than mere  
6 carelessness by failing to review and consider their own internal records in committing these  
7 violations, and because the reporting was in direct contradiction to the statutory protections  
8 afforded to PLAINTIFFS as a deployed military family, and were also in direct contradiction to  
9 DEFENDANTS' own knowledge about the requirements of the C.M.V.C. considering that  
10 DEFENDANTS had already quoted portions of the C.M.V.C. to PLAINTIFFS, which shows that  
11 DEFENDANTS are fully aware of the obligations under the C.M.V.C. yet failed to comply with  
12 their own obligations after PLAINTIFFS provided to DEFENDANTS exactly the "hardship letter"  
13 that DEFEDANTS stated was required and by waiving any purported defense to the C.M.V.C.  
14 under Section 813.

15 144. As a proximate result of DEFENDANTS' actions, PLAINTIFFS have suffered  
16 loss of time, loss of quality of life, as well as emotional and financial injuries.

17 145. PLAINTIFFS are therefore entitled to, and seek, actual damages, statutory  
18 damages of \$5,000.00 per willful violation, attorneys' fees and costs, and injunctive relief  
19 pursuant to Calif. Civ. Code § 1785.31.

20 ///

21 **FOURTH CAUSE OF ACTION**  
22 **NEGLIGENT MISREPRESENTATIONS**  
23 **(BY AND ON BEHALF OF ALL PLAINTIFFS, AS AGAINST ALL DEFENDANTS)**

1 146. PLAINTIFFS repeat, re-allege, and incorporate by reference each of the above  
2 paragraphs as though set forth fully herein..

3 147. DEFENDANT FREEDOM has direct liability for these violations, as it is the  
4 entity that directly engaged in such violations.

5 148. DEFENDANT UMC has indirect liability for these violations, as it is the principal  
6 of all violations committed by its agent and co-conspirator DEFENDANT FREEDOM.

7 149. Between the months of September 2023 to April 2024, DEFENDANT FREEDOM  
8 engaged in misrepresentations to PLAINTIFFS, which DEFENDANT FREEDOM knew or had  
9 reason to know were not truthful statements, by falsely claiming that PLAINTIFFS owed  
10 thousands of dollars for their full regular monthly payments that they otherwise did not owe  
11 because PLAINTIFFS were in fact automatically entitled to mandatory deferment of the principal  
12 and interest, which statements PLAINTIFFS relied upon to their detriment by making payments  
13 of several thousands of dollars between the months of September 2023 to April 2024 that they  
14 could have otherwise saved and/or used for other purposes, thereby resulting in loss of use of  
15 such monies.

16 150. In the months of May and June 2024, DEFENDANT FREEDOM engaged in  
17 misrepresentations to PLAINTIFFS, which DEFENDANT FREEDOM knew or had reason to  
18 know were not truthful statements, by falsely claiming that PLAINTIFFS could only obtain  
19 deferment of payments by way of financial hardship and loss mitigation and they therefore needed  
20 to stop making their payments in order to obtain such deferments, which statements PLAINTIFFS  
21 relied upon to their detriment by stopping their regular monthly payments and in turn suffering  
22 penalties and fees that they otherwise should not have been forced to pay, and also suffering  
23 threats of foreclosure, and also suffering claims that they owed several thousands of dollars  
24 immediately in order to bring the account current, and also suffering adverse credit reporting that,

1 at a minimum, caused risk to PLAINTIFF GABRIEL'S security clearance, and which then  
2 resulted in PLAINTIFFS being forced to make a lump sum payment in excess of \$12,000.00 in  
3 the month of July just to mitigate this harm, which is money that PLAINTIFFS could have  
4 otherwise saved and/or used for other purposes, thereby resulting in loss of use of such monies.

5 151. DEFENDANTS are in possession of the letters, notes, and phone call recordings  
6 of the misrepresentations made to PLAINTIFFS, which means DEFENDANTS are assumed to  
7 possess knowledge of the facts at least equal, if not superior, to the knowledge possessed by  
8 PLAINTIFFS.

9 152. DEFENDANT FREEDOM either knew, or acted with reckless disregard, that their  
10 representations were false and knew that PLAINTIFFS were relying on such representations to  
11 their detriment.

12 153. DEFENDANT FREEDOM had no reasonable grounds for believing the  
13 representations were true when made.

14 154. PLAINTIFFS are further informed and believe that the aforesaid conduct was  
15 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)  
16 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of  
17 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise  
18 specifically from common law, which in turn means the limitation of § 3294(a) ("In an action for  
19 the breach of an obligation not arising from contract ...") does not apply. Upon information and  
20 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other  
21 military families throughout the State of California, which means DEFENDANTS deserve to  
22 suffer exemplary damages so that they do not inflict similar violations upon other military families,  
23 in addition to deserving punishment for attempting to rip off PLAINTIFFS themselves.

1 155. Under California law, even where a claim formally sounds in negligence, if the  
2 PLAINTIFF can make a showing that defendant's conduct goes beyond gross negligence and  
3 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re*  
4 *Yahoo! Inc. Customer Data Security Breach Litigation* (N.D.Cal. 2018) 313 F.Supp.3d 1113.

5 **FIFTH CAUSE OF ACTION**  
6 **INTENTIONAL MISREPRESENTATIONS**  
7 **(BY AND ON BEHALF OF ALL PLAINTIFFS, AS AGAINST ALL DEFENDANTS)**

8 156. PLAINTIFFS repeat, re-allege, and incorporate by reference each of the above  
9 paragraphs as though set forth fully herein.

10 157. DEFENDANT FREEDOM has direct liability for these violations, as it is the  
11 entity that directly engaged in such violations.

12 158. DEFENDANT UMC has indirect liability for these violations, as it is the principal  
13 of all violations committed by its agent and co-conspirator DEFENDANT FREEDOM.

14 159. Between the months of September 2023 to April 2024, DEFENDANT FREEDOM  
15 engaged in misrepresentations to PLAINTIFFS, which DEFENDANT FREEDOM knew or had  
16 reason to know were not truthful statements, by falsely claiming that PLAINTIFFS owed  
17 thousands of dollars for their full regular monthly payments that they otherwise did not owe  
18 because PLAINTIFFS were in fact automatically entitled to mandatory deferment of the principal  
19 and interest, which statements PLAINTIFFS relied upon to their detriment by making payments  
20 of several thousands of dollars between the months of September 2023 to April 2024 that they  
21 could have otherwise saved and/or used for other purposes, thereby resulting in loss of use of  
22 such monies.

23 160. In the months of May and June 2024, DEFENDANT FREEDOM engaged in  
24 misrepresentations to PLAINTIFFS, which DEFENDANT FREEDOM knew or had reason to  
know were not truthful statements, by falsely claiming that PLAINTIFFS could only obtain

1 deferment of payments by way of financial hardship and loss mitigation and they therefore needed  
2 to stop making their payments in order to obtain such deferments, which statements PLAINTIFFS  
3 relied upon to their detriment by stopping their regular monthly payments and in turn suffering  
4 penalties and fees that they otherwise should not have been forced to pay, and also suffering  
5 threats of foreclosure, and also suffering claims that they owed several thousands of dollars  
6 immediately in order to bring the account current, and also suffering adverse credit reporting that,  
7 at a minimum, caused risk to PLAINTIFF GABRIEL'S security clearance, and which then  
8 resulted in PLAINTIFFS being forced to make a lump sum payment in excess of \$12,000.00 in  
9 the month of July just to mitigate this harm, which is money that PLAINTIFFS could have  
10 otherwise saved and/or used for other purposes, thereby resulting in loss of use of such monies.

11 161. DEFENDANTS are in possession of the letters, notes, and phone call recordings  
12 of the misrepresentations made to PLAINTIFFS, which means DEFENDANTS are assumed to  
13 possess knowledge of the facts at least equal, if not superior, to the knowledge possessed by  
14 PLAINTIFFS.

15 162. DEFENDANT FREEDOM either knew, or acted with reckless disregard, that their  
16 representations were false and knew that PLAINTIFFS were relying on such representations to  
17 their detriment.

18 163. DEFENDANT FREEDOM had no reasonable grounds for believing the  
19 representations were true when made.

20 164. PLAINTIFFS are further informed and believe that the aforesaid conduct was  
21 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)  
22 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of  
23 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise  
24 specifically from common law, which in turn means the limitation of § 3294(a) ("In an action for



1 the breach of an obligation not arising from contract ...”) does not apply. Upon information and  
2 belief, DEFENDANTS have (or are likely to have) mortgage servicing engagements with other  
3 military families throughout the State of California, which means DEFENDANTS deserve to  
4 suffer exemplary damages so that they do not inflict similar violations upon other military families,  
5 in addition to deserving punishment for attempting to rip off PLAINTIFFS themselves.

6 165. Under California law, even where a claim formally sounds in negligence, if the  
7 PLAINTIFF can make a showing that defendant's conduct goes beyond gross negligence and  
8 demonstrates a knowing and reckless disregard, punitive damages may be available. *In re Yahoo!*  
9 *Inc. Customer Data Security Breach Litigation* (N.D.Cal. 2018) 313 F.Supp.3d 1113.

10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFFS pray that judgment be entered against each DEFENDANT  
12 individually, in favor of each PLAINTIFF individually, and that PLAINTIFFS each be awarded  
13 damages as follows:

14 1. Actual damages, as it relates to each and every cause of action provided herein, or  
15 as the jury may allow, subject to proof at jury trial;

16 2. Punitive damages, from each DEFENDANT individually, pursuant to Cal. Civ.  
17 Code § 3294, as the jury may allow, subject to proof at jury trial;

18 3. Plus statutory damages of \$5,000.00 for each individual willful violation of the  
19 Calif. Consumer Credit Reporting Agencies Act, pursuant to Calif. Civ. Code § 1785.31(a)(2)(A)-  
20 (C);

21 4. Plus statutory damages of \$1,000.00 from each DEFENDANT individually  
22 pursuant to Calif. Civ. Code §1788.30(b);

23 5. Prejudgment interest at the maximum legal rate;

24 6. Reasonable attorneys’ fees and costs;

1 7. General, special and consequential damages, to the extent allowed by law;

2 8. Injunctive relief to order DEFENDANTS to remove any and all inaccurate credit  
3 reporting and to furnish accurate and truthful information to each and every consumer credit  
4 reporting agency;

5 9. Injunctive relief to order DEFENDANTS to comply with all statutory obligations  
6 referenced herein;

7 10. Injunctive relief to order DEFENDANTS to cease and desist any and all efforts to  
8 falsely allege that PLAINTIFFS are in default and past due;

9 11. Injunctive relief to order DEFENDANTS to cease and desist any and all efforts to  
10 implement foreclosure proceedings; and,

11 12. Such other relief as the Court may deem just and proper.

12 **TRIAL BY JURY**

13 Pursuant to the Seventh Amendment to the Constitution of the United States of America,  
14 PLAINTIFFS are entitled to, and so demand, a trial by jury.

15  
16 DATED: 9-19-24

SEMNR & HARTMAN, LLP

17 *Jared M. Hartman*  
18 JARED M. HARTMAN

Attorneys for PLAINTIFFS

1 SEMNAR & HARTMAN, LLP  
Babak Semnar (SBN 224890)  
2 Bob@TemeculaConsumerAttorneys.com  
Jared M. Hartman, Esq. (SBN 254860)  
3 Jared@SanDiegoConsumerAttorneys.com  
41707 Winchester Road, Suite 201  
4 Temecula, California 92592  
Telephone: (951) 293-4187  
5 Fax: (888) 819-8230

6 Attorneys for PLAINTIFFS, GABRIEL PEREZ and MELVIVE PEREZ

7 **IN THE U.S. DISTRICT COURT**  
8 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

9 GABRIEL PEREZ, and MELVIVE PEREZ,

Case No. 5:24-cv-06138-EJD

10 PLAINTIFFS,

**DECLARATION OF SERVICE OF  
FIRST AMENDED COMPLAINT**

11 vs.

12 FREEDOM MORTGAGE CORPORATION;  
13 UNITED MORTGAGE CORPORATION,

14 DEFENDANTS.

15  
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**PROOF OF SERVICE**

Perez v Freedom Mortgage Corporation

Case No.: 5:24-cv-06138-EJD

I am employed in the County of Riverside, State of California. I am over the age of 18 and am not a party to the within action. My business address is 41707 Winchester Road, Suite 201, Temecula, CA 92590. On the date provided below, I served the foregoing document on the interested parties in this action by the manner indicated below. **FIRST AMENDED COMPLAINT** was served on:

Brian A. Paino bpaino@hinshawlaw.com Helen Mosothoane hmosothoane@hinshawlaw.com Zeeshan Iqbal ziqbal@hinshawlaw.com Hinshaw & Culbertson, LLP 350 South Grand Ave., Suite 3600 Los Angeles, California 90071 Fax: (949) 271-4059 Attorneys for Defendant Freedom Mortgage Corporation	
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**(BY MAIL)** – I caused such envelope(s) with postage thereon fully prepaid to be placed in the United States mail in Temecula, California.

I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on the same day with postage thereon fully prepaid at Temecula, California, in the ordinary course of business. I am fully aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

**(BY FACSIMILE)** – I caused the above described document(s) to be transmitted to the offices of the interested parties at the facsimile number(s) indicated above and the activity report(s) generated by facsimile number (888) 819-8230 indicating on all pages that they were transmitted.

**(BY PERSONAL SERVICE)** – I caused such envelope(s) to be delivered by hand to the office(s) of the addressee(s).

**(FEDERAL)** – I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. **Via Electronic Service:** If the above-described documents are a pleading filed with the Court, then such documents will be delivered electronically through the court’s ECF/PACER electronic filing system, as stipulated by all parties to constitute personal service. Otherwise, said documents will be delivered via the method checked above.

Dated: 9-19-24

*Jared M. Hartman*  
\_\_\_\_\_  
Jared M. Hartman