

1 **SEMNAR & HARTMAN, LLP**
2 Babak Semnar, Esq. (SBN 224890)
3 Bob@TemeculaConsumerAttorneys.com
4 Jared M. Hartman, Esq. (SBN 254860)
5 Jared@TemeculaConsumerAttorneys.com
6 41707 Winchester Rd. Suite 201
7 Temecula, California 92590
8 Telephone: (951) 293-4187
9 Facsimile: (888) 819-8230

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Attorneys for PLAINTIFFS, JACORY WILLIAMS and SABRINA WILLIAMS

**IN THE SUPERIOR COURT
FOR THE COUNTY OF PLACER**

JACORY WILLIAMS; SABRINA
WILLIAMS,

PLAINTIFFS,

vs.

LAKEVIEW LOAN SERVICING, LLC;
LOANCARE, LLC; DOES 1 through 25,
inclusive,

DEFENDANTS.

Case No.: S-CV-0058031

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

1. C.M.V.C. §§ 800-813;
2. CALIF. CIV. CODE §§ 1788-1788.32

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

PLAINTIFFS, JACORY WILLIAMS and SABRINA WILLIAMS (hereinafter,
“PLAINTIFFS”), each an individual, by and through their attorneys of record, hereby complain
and allege in this Complaint as follows:

INTRODUCTION

1. This action arises out of DEFENDANT LAKEVIEW LOAN SERVICING, LLC
and LOANCARE, LLC (hereinafter, “LAKEVIEW” and “LOANCARE”, respectively;

1 collectively, “DEFENDANTS”) violations of Calif. Military and Veteran’s Code §§ 800-813; the
2 State of California Consumer Credit Reporting Agencies Act (Calif. Civ. Code §§ 1785.25-
3 1785.31); the State of California Rosenthal Act (hereinafter “Rosenthal Act”) (Calif. Civil Code
4 §§1788-1788.32); and Common Law torts of Negligence and Intentional Misrepresentations.

5 2. PLAINTIFFS make the allegations below on information and belief, with the
6 exception of those allegations that pertain to PLAINTIFFS personally, or to PLAINTIFFS’
7 counsel, which PLAINTIFFS alleges on personal knowledge.

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

11 4. For example, the Comments to California Bill Analysis, A.B. 306 Assem.,
12 4/26/2005 states in part:

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

24 The author of this bill argues that **no Californian should be subjected to financial
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
California to stand up and protect the financial security of these brave soldiers
and their families** (emphasis added).

5. Furthermore, California Bill Analysis, A.B. 3212 Assem., 4/10/2018 states in part:
“The need to provide active duty members of the military, as well as National Guard and Reserve
service members who are called to active duty, with a certain measure of protection in civil

1 liability cases is long-recognized, first during the Civil War and later, in the form of the Soldiers
2 and Sailors Relief Act of 1940.”

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

5 Purpose. This bill seeks to ease the legal and financial burdens placed on military
6 personnel and their families by expanding and strengthening several consumer
7 protections provided to active-duty California service members. This bill is
8 sponsored by the state attorney general. According to the author:

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

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

18 7. DEFENDANTS’ actions taken with respect to PLAINTIFFS’ residential home
19 mortgage loan obligations do not comply nor comport with the legislative intent to protect the
20 financial security of our service members risking their own lives for the safety of our Country.

21 8. While many violations are described below with specificity, this Complaint alleges
22 violations of the statutes cited in their entirety.

23 9. DEFENDANT LAKEVIEW is a business entity that regularly does business
24 within the State of California, County of Placer, and maintains an agent for service of process
within the State of California at 2710 Gateway Oaks Drive, Ste 150N, Sacramento, CA. Therefore,
personal jurisdiction is established.

10. DEFENDANT LOANCARE is a business entity that regularly does business
within the State of California, County of Placer, and maintains an agent for service of process

1 within the State of California at 330 N Brand Blvd., Glendale, CA. Therefore, personal
2 jurisdiction is established.

3 11. All actions specifically undertaken by DEFENDANT LOANCARE in this matter
4 were known to, and ratified by, DEFENDANT LAKEVIEW.

5 **PARTIES & DEFINITIONS**

6 12. PLAINTIFFS are each a natural person.

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

10 14. DEFENDANTS alleged that PLAINTIFFS owed money that they were allegedly
11 collecting for a home mortgage loan for PLAINTIFFS’ principal place of residence, and
12 PLAINTIFFS is therefore informed and believes that the money alleged to have been owed
13 originated from monetary credit that was extended to PLAINTIFFS primarily for personal, family,
14 or household purposes, and is therefore a “debt” as that term is defined by Calif. Civil Code §
15 1788.2(d) of the Rosenthal Act.

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

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

23 17. PLAINTIFFS are informed and believe that DEFENDANTS regularly collect or
24 attempt to collect debts on behalf of others that are owed or due or asserted to be owed or due,

1 and is each therefore a “debt collector” within the meaning of Calif. Civil Code § 1788.2(c) of
2 the Rosenthal Act, and thereby engage in “debt collection” within the meaning of California Civil
3 Code § 1788.2(b) of the Rosenthal Act, are also therefore each a “person” within the meaning of
4 California Civil Code § 1788.2(g) of the Rosenthal Act, and each is also a “creditor” under
5 California Civil Code § 1788.2(i).

6 18. PLAINTIFFS are a natural person whose permanent residence is in the County of
7 Placer, and each is therefore a “consumer” as that term is defined by Calif. Civ. Code § 1785.3(b)
8 of the CCCRAA.

9 **STATUTORY PROTECTIONS**
10 **OF CALIFORNIA MILITARY RESERVIST SERVICEMEMBERS**

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

14 20. Section 800(b) requires only that the reservist submit a written request for
15 deferment that encloses a copy of the military orders and explicitly states that email
16 communication is sufficient to satisfy such a written request.

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

22
23
24 ¹ 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 22. Section 804 of the Calif. Military and Veterans' Code reads:

2 During the period specified in Section 800, the reservist may defer the
3 payment of principal and interest on the specified obligations. No penalties
4 shall be imposed on the nonpayment of principal or interest during this period.
5 No interest shall be charged or accumulated on the principal or interest on
6 which the payment was delayed. No foreclosure or repossession of property
7 on which payment has been deferred shall take place during the period
8 specified in Section 800.

9 23. Section 805 of the Calif. Military and Veterans' Code reads:

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

16 24. Section 811(a) of the Calif. Military and Veterans' Code reads:

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

20 25. Violations of these protections as codified by the Calif. Military and Veterans' Code are
21 enforceable by Section 812 as follows:

22 a) A person violating any provision of this chapter shall be liable for actual
23 damages, reasonable attorney's fees, and costs incurred by the service member
24 or other person entitled to the benefits and protections of this chapter.

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

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

1 37. On February 25, 2026, PLAINTIFF JACORY submitted to DEFENDANTS a
2 written request for deferment pursuant to the Calif. Military & Veterans' Code Section 800, et
3 seq., seeking to defer the principal and interest payments on the home mortgage loan obligation
4 for the maximum period allowed by statute.

5 38. PLAINTIFF JACORY enclosed a copy of the deployment orders with the
6 deferment request.

7 39. Pursuant to Sections 800 and 811 of the California Military and Veterans' Code,
8 PLAINTIFFS therefore were both entitled to a 180-day deferment of the principal and interest,
9 and DEFENDANTS were obligated to not only abide by the mandatory deferment but to also
10 extend the maturity date of the term of the obligation equal to the number of months of the
11 deferment.

12 40. As the deferment were required to be applied to principal and interest,
13 PLAINTIFFS were only required to pay each month their escrow amount for taxes and insurance.

14 41. On March 3, 2026, DEFENDANTS' only response was sending a letter that they
15 had established PLAINTIFFS eligibility and afforded PLAINTIFFS the benefits and protections
16 under Servicemember Civil Relief Act (SCRA), which protected PLAINTIFF from foreclosure
17 proceedings and capped his interest rate at 6%.

18 42. However, SCRA protections are vastly different and separate from the deferment
19 protections mandated under the California Military and Veterans' Code.

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

1 44. Beyond that, DEFENDANTS never provided any written response to
2 PLAINTIFFS February 25, 2026 written request for deferment pursuant to the Calif. Military &
3 Veterans' Code Section 800, et seq., seeking to defer the principal and interest payments on the
4 home mortgage loan obligation for the maximum period allowed by statute.

5 45. C.M.V.C. § 813(a)-(b) specifically states:

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

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

21 46. Therefore, pursuant to C.M.V.C. § 813(b), DEFENDANTS have waived any
22 entitlement to assert as a defense in this litigation that PLAINTIFFS' request was "incomplete or
23 otherwise not legally sufficient, or that the service member is not entitled to the relief requested".

24 47. Additionally, based on C.M.V.C. § 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 the request, and in turns means automatically the servicemember "shall be entitled to the relief
requested" by operation of law.

48. Assuming, but without conceding, that DEFENDANTS might assert there exists
a potential deficiency, legal insufficiency, or lack of entitlement to PLAINTIFFS' July and/or

1 August requests for deferment, DEFENDANTS' failure to provide any written explanation of any
2 basis for a rejection/denial of the request within 30 days, as mandated by Section 813, therefore
3 results in any potential deficiency, legal insufficiency, or lack of entitlement having been waived,
4 which results in PLAINTIFFS therefore being automatically entitled to the benefits requested
5 despite any such potential deficiency, legal insufficiency, or lack of entitlement (if there even is
6 any).

7 49. Therefore, pursuant to Sections 800 and 811 of the Calif. Military and Veterans'
8 Code, PLAINTIFFS were automatically entitled to up to 180-days' worth of deferment of the
9 principal and interest, and DEFENDANTS are and were obligated to not only abide by the
10 mandatory deferment but to also extend the maturity date of the term of the obligation equal to
11 the number of months of the deferment.

12 50. As the deferments were required to be applied to principal and interest,
13 PLAINTIFFS were only required to pay each month escrow amount for taxes and insurance.

14 51. PLAINTIFFS trusted that DEFENDANTS would honor and comply with their
15 deferment protections pursuant to the Calif. Military & Veterans' Code Section 800, et seq., so
16 PLAINTIFFS began to withhold principal and interest payments.

17 52. Unfortunately, however, PLAINTIFFS have received from DEFENDANTS
18 written communications every single month from February 2026 to the present that falsely claim
19 PLAINTIFFS owed the full regular monthly payments during the time period that the account
20 should have been under mandatory deferment and have also received communications that falsely
21 claim PLAINTIFFS are in default and at risk of foreclosure for not making their full regular
22 monthly payments during the time period that the account should have been under mandatory
23 deferment.

1 53. To be clear: PLAINTIFFS absolutely did not owe the full regular monthly
2 payments starting February 2026 for 180 days, and PLAINTIFFS were not in default during those
3 times, as PLAINTIFFS were automatically entitled to mandatory deferment protections pursuant
4 to C.M.V.C. section 813.

5 54. In turn, this means that each communication wherein DEFENDANTS insisted that
6 PLAINTIFFS owed the full regular monthly payment for months that should have been deferred
7 was a false statement and that PLAINTIFFS were in default for not making the full regular
8 monthly payments for those months, amounts to a misrepresentation as to the character and status
9 of the account.

10 55. DEFENDANTS have also threatened on multiple occasions that PLAINTIFFS are
11 at risk of foreclosure, despite the fact that DEFENDANTS have already acknowledged in writing
12 that PLAINTIFFS are protected from foreclosure pursuant to SCRA as a deployment military
13 family.

14 56. Every statement uttered by DEFENDANTS that PLAINTIFFS are at risk of
15 foreclosure is a false statement, a threat to take action that cannot legally be taken, and an attempt
16 to harass and oppress PLAINTIFFS into making payments that they do not owe.

17 57. Moreover, DEFENDANTS have failed to “extend the term of the obligation by
18 the number of months the obligation was deferred”, as required by § 800(e).

19 58. The misrepresentations as to the legal status of the account and misrepresentations
20 as to the amounts owed and unlawful threats of wrongful foreclosure are on-going violations,
21 with such misrepresentations and unlawful threats being delivered to PLAINTIFFS in written
22 correspondence every month and are ongoing.

23 59. Each action taken by DEFENDANTS has caused PLAINTIFFS to suffer fear and
24 worry over their family’s financial affairs, and to also suffer fear and worry over whether their

1 family might lose their home due exclusively to gross errors committed by a company that they
2 had no choice in servicing their account, and to also suffer fear and worry over whether the VA
3 might withdraw its guarantee of the loan and refusal to provide any further VA
4 benefits/protections.

5 60. PLAINTIFFS have suffered emotional distress, such as loss of sleep, worry, fear,
6 shame, embarrassment, headaches, increased heart rate, and shaking.

7 61. Upon information and belief, DEFENDANTS intentions are to attempt to collect
8 the amounts that DEFENDANTS falsely represent to be “delinquent” as a balloon payment now
9 instead of extending the maturity date equal to the number of months of deferment.

10 62. Upon information and belief, DEFENDANTS have acted with malice and
11 oppression and in deliberate and willful disregard of PLAINTIFFS’ rights, because they acted
12 with such a high degree of risk of committing a legal violation that was higher than mere
13 carelessness, because the laws that protect PLAINTIFFS in these circumstances are very clear
14 and unambiguous, and also because DEFENDANTS are fully aware of the obligations and
15 protections mandated by the C.M.V.C., yet DEFENDANTS have utterly failed to properly
16 comply, which means DEFENDANTS deserve exemplary and punitive damages.

17 63. The malice and oppression of DEFENDANTS is, in part, proven by the following
18 facts:

19 a. DEFENDANTS have been sued by multiple other servicemembers in the past for
20 violating these very same statutory protections;

21 b. DEFENDANTS have been placed on explicit notice by other Court Orders that its
22 policies and procedures with respect to deployed military protections are in
23 violation of applicable California statutes (including, but not limited to, the
24 February 10, 2020 Order attached hereto as Exhibit A in the case of *Thienes v.*

1 insufficient/deficient or that PLAINTIFFS were not otherwise entitled to the requested deferments,
2 and also mandating that PLAINTIFFS were automatically entitled to the requested deferments.

3 69. By failing to provide PLAINTIFFS with mandatory deferment of principal and
4 interest when in reality PLAINTIFFS were entitled to deferment protections, DEFENDANTS
5 have violated Calif. Military & Vets.' Code.

6 70. By falsely claiming on multiple occasions that PLAINTIFFS owed the full regular
7 monthly payments, which amounts to several thousands of dollars more than what they actually
8 owed because they were entitled to deferment protections, DEFENDANTS violated Calif.
9 Military & Vets.' Code.

10 71. By falsely threatening that PLAINTIFFS were in default and at risk of foreclosure
11 when in reality PLAINTIFFS were entitled to deferment protections, DEFENDANTS violated
12 Calif. Military & Vets.' Code.

13 72. As a direct and proximate result of DEFENDANTS' actions, PLAINTIFFS have
14 suffered loss of time, loss of quality of life, as well as emotional and financial injuries.

15 73. PLAINTIFFS are also entitled to, and seek, attorneys' fees and costs.

16 74. PLAINTIFFS are further informed and believes that the aforesaid conduct was
17 malicious and oppressive, as those terms are defined by California Civil Code sections 3294(c)(1)
18 and 3294(c)(2), deserving of punitive and exemplary damages. The obligations of
19 DEFENDANTS in this Cause of Action are not arising from contract, as the obligations arise
20 specifically from statute, which in turn means the limitation of § 3294(a) ("In an action for the
21 breach of an obligation not arising from contract ...") does not apply.²

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24 ² In the statute authorizing punitive damages for "an action for the breach of an obligation not
arising from contract," the word "contract" is used in its ordinary sense to mean an agreement

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

82. By falsely threatening on multiple occasions that PLAINTIFFS are at risk of foreclosure 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

1 attempt to collect a debt,

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

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

6 83. By failing to provide PLAINTIFFS the ability to secure deferment of principal and
7 interest during months that PLAINTIFFS were otherwise entitled to deferment protections,
8 DEFENDANTS engaged in multiple violations of the FDCPA as follows, all of which are
9 necessarily violations of the Rosenthal FDCPA via Calif. Civ. Code 1788.17, including but not
10 limited to:

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

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

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

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

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

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

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

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

7 86. Of importance to note is that PLAINTIFFS does not allege a violation based on
8 any act of giving notice of a foreclosure sale, but instead allege violations based on
9 DEFENDANTS’ threatening of foreclosure during a time that DEFENDANTS fully know based
10 on their own communications that PLAINTIFFS is protected from foreclosure and also using
11 threats of foreclosure in an attempt to scare and intimidate PLAINTIFFS into giving up her rights
12 to mandatory deferment protections and making payments of several thousands of dollars to
13 DEFENDANTS that they otherwise should have to pay.

14 87. DEFENDANTS’ violations of the Rosenthal FDCPA were willful, because
15 DEFENDANTS at all times knew that the actions giving rise to such violations were wrongful
16 and in violation of the law, and were also in direct contradiction to DEFENDANTS’ own
17 knowledge about the requirements of the C.M.V.C. considering that DEFENDANTS had already
18 quoted portions of the C.M.V.C. to PLAINTIFFS, which shows that DEFENDANTS are fully
19 aware of the obligations under the C.M.V.C. yet failed to comply with their own obligations after
20 waiving any purported defense to the C.M.V.C. under Section 813.

21 88. As a proximate result of DEFENDANTS’ actions, PLAINTIFFS have suffered
22 loss of time, loss of quality of life, as well as emotional and financial injuries.

23 89. PLAINTIFFS are also entitled to, and seek, up to \$1,000.00 in statutory damages
24 plus attorneys’ fees and costs.

PRAYER FOR RELIEF

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

1. General damages for pain and suffering, mental anguish, loss of enjoyment of life, and others, in the amount of \$500,000.00, or as the jury may allow, subject to proof at jury trial;

2. Compensatory damages in the amount of \$500,000.00, or as the jury may allow, subject to proof at jury trial;

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

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

5. Prejudgment interest at the maximum legal rate;

6. Reasonable attorneys' fees;

7. Costs;

8. Injunctive relief to order DEFENDANTS to comply with all statutory obligations referenced herein;

9. Injunctive relief to order DEFENDANTS to cease and desist any and all efforts to falsely allege that PLAINTIFFS is in default and past due;

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

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

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TRIAL BY JURY

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

DATED: 5-27-26

SEMNR & HARTMAN, LLP

/s/ Jared M. Hartman,
JARED M. HARTMAN
Attorneys for PLAINTIFFS

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