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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
11/18/2022 at 03:57:32 PM
Clerk of the Superior Court
By Erika Engel, Deputy Clerk

7 Attorneys for Plaintiff Kathy Tatick
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF SAN DIEGO

11
12 KATHY TATICK, individually, and on
13 behalf of other members of the general
public similarly situated,

14 Plaintiff,

15 vs.

16 21ST MORTGAGE CORPORATION, a
17 Delaware corporation; and DOES 1 through
10, inclusive,

18 Defendants.
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Case No.: 37-2022-00046802-CU-NP-CTL

CLASS ACTION COMPLAINT

- (1) Violation of the Rosenthal Fair Debt Collection Practices Act (California Civil Code §§ 1788, *et seq.*);
- (2) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (3) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Kathy Tatick, individually and on behalf of all other members of the public
2 similarly situated, alleges as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiff Kathy Tatick (“Plaintiff”) brings this action on behalf of California
5 residents who have been subjected to unlawful debt collection practices by 21st Mortgage
6 Corporation (“Defendants”). Defendants, in the course of servicing home mortgages, have a
7 practice of systematically, repeatedly, and harassingly contacting borrowers, such as Plaintiff, in
8 an attempt to collect mortgage installment payments, in violation of the Rosenthal Fair Debt
9 Collection Practices Act, California Civil Code section 1788, *et seq.* (the “Rosenthal Act”).
10 Section 1788.17 of the Rosenthal Act expressly subjects Defendants, when acting as debt
11 collectors, to comply with the provisions of sections 1692b to 1692j of Title 15 of the United
12 States Code. Defendants’ conduct also constitutes an unfair business practice under California’s
13 Unfair Competition Law, Business & Professions Code sections 17200, *et seq.*

14 2. This is a putative class action brought under California Code of Civil Procedure
15 section 382, which seeks damages and restitution, including interest thereon, injunctive and
16 other equitable relief, and attorneys’ fees and costs on behalf of Plaintiff and all other California
17 residents and mortgagors who have been subjected to Defendants’ unlawful debt collection
18 practices and unfair business practices.

19 3. Defendant 21ST MORTGAGE CORPORATION is a full-service lender and
20 servicer specializing in manufactured and mobile home mortgage loans. Defendant 21ST
21 MORTGAGE CORPORATION services consumer home loans of manufactured and mobile
22 home mortgagors (or borrowers) across the country, including in California.

23 4. A major component of Defendants’ mortgage business entails collecting and
24 processing monthly installment payments from borrowers. Defendants are “debt collector[s],”
25 as defined by the Rosenthal Act. Cal. Civ. Code, § 1788.2(c); *Davidson v. Seterus, Inc.*, 21 Cal.
26 App. 5th 283, 298, 304 (2018) (holding that the Rosenthal Act’s definition of “debt collector”
27 applied to a mortgage servicer engaged in debt-collection practices to obtain repayment of a
28 mortgage debt). Defendants are in the business of collecting a debt from Plaintiff and other

1 borrowers that qualifies as a “consumer debt,” as defined by the Rosenthal Act, California Civil
2 Code, section 1788.2(f). Indeed, Defendants have included the following disclosure in
3 correspondence sent to Plaintiff and other borrowers: “This is an attempt to collect a debt and
4 any information obtained will be used for that purpose.” Attached hereto as Exhibit A, and
5 incorporated herein by reference, is an example of such correspondence, dated May 21, 2019.

6 5. Defendants have engaged, and continue to engage, in unlawful debt collection
7 practices in connection with their business of lending and servicing home loan mortgages.
8 These practices include, but are not limited to, repeatedly making annoying and/or harassing
9 phone calls to borrowers to collect mortgage payments, and persisting even when borrowers
10 request them to stop.

11 6. Defendants’ unlawful debt collection practices have caused Plaintiff and other
12 borrowers substantial harm, including emotional distress and economic losses. Plaintiff, on
13 behalf of herself and all other similarly situated persons described below, seeks statutory
14 penalties, actual and/or compensatory damages, restitution, equitable relief, costs and expenses
15 of litigation, attorneys’ fees, and all other available relief.

16 JURISDICTION AND VENUE

17 7. This class action is brought pursuant to California Code of Civil Procedure
18 section 382. The damages, restitution, and penalties sought by Plaintiff exceed the minimal
19 jurisdiction limits of the Superior Court and will be established according to proof at trial. The
20 amount in controversy for Plaintiff, including her claim for injunctive relief and attorneys’ fees,
21 is less than seventy-five thousand dollars (\$75,000). Additionally, Plaintiff alleges, on
22 information and belief, that the aggregate amount in controversy for the proposed class,
23 including injunctive relief and attorneys’ fees requested by Plaintiff, is less than five million
24 dollars (\$5,000,000), exclusive of interests and costs. Plaintiff reserves the right to seek a larger
25 amount based on new and different information uncovered in her investigation of her claims and
26 during discovery.

27 8. This Court has jurisdiction over this action pursuant to the California
28 Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in all

1 causes except those given by statute to other courts.” The statutes under which this action is
2 brought do not specify any other basis for jurisdiction.

3 9. This Court has jurisdiction over Defendants because, upon information and
4 belief, Defendants are either citizens of California, have sufficient minimum contacts in
5 California, or otherwise intentionally avail themselves of the California market so as to render
6 the exercise of jurisdiction over them by the California courts consistent with traditional notions
7 of fair play and substantial justice.

8 10. Venue is proper in this Court because Defendants are non-California citizens and
9 have their principal place of business in Tennessee, and because they have not filed a statement
10 with the California Secretary of State designating a county in which they maintain a principal
11 place of business in accordance with California Corporations Code sections 16959 and 18200.
12 Cal. Code Civ. P. § 395.2. Thus, Defendants have no right to any particular venue and Plaintiff
13 may file this complaint in any county in California. *See Juneau Spruce Corp. v. International*
14 *Longshoremen’s & Warehousemen’s Union*, 37 Cal.2d 760, 763-764 (1951); *see also, Easton v.*
15 *Sup.Ct. (Schneider Bros., Inc.)*, 12 Cal. App. 3d 243, 246-247 (1970). Cal. Code Civ. P. §
16 395.5.

17 **THE PARTIES**

18 11. Plaintiff Kathy Tatick is a resident of Lompoc, in Santa Barbara County,
19 California.

20 12. 21ST MORTGAGE CORPORATION was and is, upon information and belief, a
21 Delaware corporation engaged in commercial transactions throughout this county, the State of
22 California, and various states in the United States of America.

23 13. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
24 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
25 complaint and serve such fictitiously named Defendants once their names and capacities
26 become known.

27 14. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
28 are the partners, agents, owners, shareholders, managers, or employees of 21ST MORTGAGE

1 CORPORATION at all relevant times.

2 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the
3 acts and omissions alleged herein were performed by, or are attributable to, 21ST MORTGAGE
4 CORPORATION and/or DOES 1 through 10 (collectively, “Defendants” or “21ST
5 MORTGAGE”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
6 working in concert with, each of the other co-Defendants and was acting within the course and
7 scope of such agency, employment, joint venture, or concerted activity with legal authority to
8 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
9 represent, the official policy of Defendants.

10 16. At all relevant times, Defendants, and each of them, ratified each and every act or
11 omission complained of herein. At all relevant times, Defendants, and each of them, aided and
12 abetted the acts and omissions of each and all the other Defendants in proximately causing the
13 damages herein alleged.

14 17. Plaintiff is informed and believes, and thereon alleges, that each of said
15 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
16 omissions, occurrences, and transactions alleged herein.

17 **GENERAL ALLEGATIONS**

18 18. Defendants are “the nation’s largest manufactured home lender originating more
19 than \$1.3 billion of loans for new and previously owned homes. The company owns and
20 services more than 180,000 mortgages with a value exceeding \$9 billion.”¹

21 19. Defendants have engaged and continue to intentionally and willfully engage in
22 unlawful debt collection practices, including initiating repeated, annoying, and harassing
23 communications to Plaintiff and other borrowers, purportedly in connection with the collection
24 of mortgage payments.

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27 ¹ See 21st Mortgage Corporation, “About Us | Company History | 21st Mortgage
28 Corporation”, <https://www.21stmortgage.com/web/21stsite.nsf/about-history.html> (last visited Oct. 19, 2022).

1 20. Indeed, Defendants have a class-wide policy and practice of repeatedly calling
2 borrowers to harass and/or annoy them, purportedly to collect mortgage installment payments.

3 21. Defendants' unlawful debt collection practices, which are intended to annoy and
4 harass borrowers, have caused and continue to cause Plaintiff and other borrowers pain and
5 suffering and emotional distress, in addition to costs incurred in responding to Defendants,
6 including related attorney expenses and costs. Defendants' repeated harassing and annoying
7 phone calls have caused Plaintiff, and continue to cause other borrowers, to suffer loss of
8 appetite, frustration, fear, anger, anxiety, stress, sleeplessness, and the like, which have in turn
9 affected their ability to work and earn a living. Plaintiff, on behalf of herself and all other
10 similarly situated persons who comprise the class described below, seeks actual and/or
11 compensatory damages, restitution, statutory penalties, equitable relief, costs and expenses of
12 litigation, attorneys' fees, and all other relief available.

13 22. Defendants began servicing Plaintiff's mortgage in or around December 2017.
14 In or around April 2019, Defendants began calling Plaintiff on her cellular phone 10 to 15 times
15 per day, every day or every other day, demanding that she pay that month's mortgage payment,
16 even though, on information and belief, she had made two mortgage payments in or around
17 April 2019 to cover the following month's payment. If Plaintiff did not answer her cellular
18 phone, rather than leaving a voicemail message, Defendants would repeatedly call and hang up
19 in 5- to 10-minute intervals until Plaintiff answered her phone. When Plaintiff did answer
20 Defendants' calls, Defendants would berate Plaintiff for being delinquent on her account.
21 Defendants would belittle and intimidate Plaintiff during these phone calls, calling her "broke,"
22 a "loser," telling her to "go get a job" and to borrow money from her parents, among other
23 demeaning and belittling comments. Defendants also annoyed and harassed Plaintiff by
24 deliberately calling at inconvenient times, for example, as early as 7:30 a.m. Plaintiff was often
25 reduced to tears from the frustration and stress of Defendants' harassing phone calls.

26 23. Defendants also called Plaintiff's home phone number and left voicemail
27 messages every day or every other day. For example, Defendants left voicemails for Plaintiff on
28 a near daily basis from April 2019 through July 2019. In April 2019, Defendants left Plaintiff

1 voicemails on the 17th, 18th, 19th, 22nd, 23rd, 25th, and 26th. In May 2019, Defendants left
2 Plaintiff voicemails on the 6th, 7th, 9th, 10th, 15th, 16th, 17th, 18th, 20th, 22nd, 23rd, and 28th.
3 In June 2019, Defendants left Plaintiff voicemails on the 13th, 14th, 17th, 19th, 21st, 24th, 25th,
4 26th, and 27th. In July 2019, Defendants left Plaintiff voicemails on the 10th, 11th, 25th, and
5 26th.

6 24. Plaintiff repeatedly asked Defendants via phone and email to stop calling and
7 harassing her, and also informed them on several occasions that she could not be on the phone
8 for various reasons such as having undergone a recent surgery and being busy at work.

9 25. On or around July 26, 2019, Defendants issued Plaintiff a Notice of Default that
10 stated Plaintiff owed \$1,439.15 for June 2019 and July 2019 installments including late charges,
11 and that she could cure the default by sending a cashier's check or money order for that amount
12 by September 9, 2019.

13 26. On August 8, 2019, Plaintiff emailed Defendants that she had already paid \$650
14 towards the default and would pay the remaining \$790 on August 30, 2019 (before the
15 September 9, 2019 deadline) to cure the default. That same day, Defendants' representative,
16 Allyson Hillard, confirmed via email that Defendants had received Plaintiff's payment of \$650
17 for June 2019 and that the amount remaining to cure the Notice of Default was \$789.15. On
18 August 28, 2019, twelve days before the due date stated on the Notice of Default, Plaintiff
19 authorized a payment of \$800 to Defendants—more than enough to cure the default and bring
20 her account up to date. Nevertheless, Defendants' representatives called and emailed Plaintiff
21 on August 28, 2019, August 29, 2019, and September 5, 2019, demanding that she call them
22 back and make plans to bring her account up to date.

23 27. Plaintiff notified Defendants numerous times—both over the phone and in
24 writing—that she had already timely paid the full monthly installments due and requested that
25 Defendants stop making harassing calls to her. On information and belief, Defendants
26 intentionally and willfully ignored Plaintiff's requests, and instead continued to make harassing
27 phone calls to Plaintiff.

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1 34. All claims alleged herein arise under California law for which Plaintiff seeks
2 relief authorized by California law.

3 35. Plaintiff's proposed class consists of and is defined as:

4 All persons who entered into a mortgage instrument to secure a
5 debt owed on real property (including manufactured and mobile
6 homes) that is, or was, serviced by Defendants at any time within
four years prior to the filing of this complaint until the date of trial,
and who received debt collection phone calls from Defendants.

7 36. Plaintiff reserves the right to redefine the above Class and add subclasses as
8 appropriate based on investigation, discovery, and the specific theories of liability.

9 37. There are common questions of law and fact as to the class members that
10 predominate over questions affecting only individual members, including, but not limited to:

- 11 (a) Whether Defendants engage in unlawful debt collection practices in
12 violation of California Civil Code sections 1788, *et seq.*;
- 13 (b) Whether Defendants acted knowingly and willfully;
- 14 (c) Whether Defendants engaged in unlawful and unfair business practices
15 in violation of California Business & Professions Code sections 17200,
16 *et seq.*; and
- 17 (d) The appropriate amount of damages and statutory penalties resulting
18 from Defendants' violations of California law.

19 38. There is a well-defined community of interest in the litigation and the class is
20 readily ascertainable:

- 21 (a) Numerosity: Upon information and belief, the members of the class
22 (and each subclass, if any) are so numerous that joinder of all members
23 would be unfeasible and impractical. The membership of the entire
24 class is unknown to Plaintiff at this time; however, the class is estimated
25 to be greater than one hundred (100) individuals and the identity of such
26 membership is readily ascertainable by inspection of Defendants'
27 records.

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- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom she has a well-defined community of interest, and Plaintiff’s claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect the interests of each class member with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that she has an obligation to make known to the Court any relationship, conflicts, or differences with any class member. Plaintiff’s attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys’ fees that have been, are and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.
- (e) Public Policy Considerations: Many of the proposed class members may not know that Defendants’ contact with them is improper. In addition, even if they knew, they have little incentive to pursue an action for injunctive relief or damages because of the relatively low individual amounts at stake. Obtaining representation would be difficult for the same reason. A class action, however, provides the necessary incentives and allows all class members to obtain relief at once.

FIRST CAUSE OF ACTION

Violation of California Civil Code §§ 1788, et seq.

(Against All Defendants)

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4 39. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
5 and every allegation set forth above.

6 40. Defendants, and each of them, are “debt collector[s]” as defined by California
7 Civil Code section 1788.2(c). A major component of Defendants’ mortgage servicing business
8 entails collecting and processing monthly mortgage payments from borrowers. Defendants sent
9 correspondence to Plaintiff and other borrowers containing the following disclaimer statement:
10 “This is an attempt to collect a debt and any information obtained will be used for that purpose.”
11 See Exhibit A.

12 41. California Civil Code section 1788.11(d) provides that no debt collector shall
13 collect or attempt to collect a consumer debt by means of “[c]ausing a telephone to ring
14 repeatedly or continuously to annoy the person called.”

15 42. California Civil Code section 1788.11(e) prohibits “[c]ommunicating, by
16 telephone or in person, with the debtor with such frequency as to be unreasonable, and to
17 constitute harassment to the debtor under the circumstances.”

18 43. California Civil Code section 1788.17 provides that “every debt collector
19 collecting or attempting to collect a consumer debt shall comply with the provisions of Section
20 1692b to 1692j, inclusive, of, and shall be subject to the remedies in Section 1692k of, Title 15
21 of the United States Code.”

22 44. 15 U.S.C. § 1692e(2)(A) prohibits a debt collector from falsely representing the
23 character, amount, or legal status of any debt.

24 45. Defendants, acting as “debt collectors,” knowingly and intentionally made
25 improper phone calls to Plaintiff and other class members for the purpose of harassing in
26 connection with their “consumer debt.”

27 46. First, between April 2019 and September 2019, Plaintiff received hundreds of
28 harassing phone calls from Defendants. Defendants called Plaintiff’s cellular phone

1 approximately 10 to 15 times per day, in 5- to 10-minute intervals. When Plaintiff picked up
2 her phone, Defendants used intimidating language and demanded payments, including payments
3 that had either already been paid or were not yet due. Defendants also called Plaintiff's home
4 phone number and left her at least 32 voicemail messages between April 2019 and July 2019.

5 47. Second, if Plaintiff did not answer her cellular phone, Defendants would
6 regularly hang up the phone and deliberately fail to leave a voicemail message. Instead of
7 leaving a voicemail message in order to communicate with Plaintiff, Defendants repeatedly
8 called her back. Thus, these calls were not intended to make contact with Plaintiff in order to
9 speak with her or communicate information to her, but instead were simply intended to annoy,
10 harass, and/or intimidate Plaintiff.

11 48. Furthermore, on or around July 26, 2019, Defendants issued Plaintiff a Notice of
12 Default that stated Plaintiff owed \$1,439.15 for June 2019 and July 2019 installment payments,
13 plus late charges, and that she could cure the default by sending a cashier's check or money
14 order for that amount by September 9, 2019. On August 8, 2019, Defendants' representative,
15 Allyson Hillard, confirmed via email that Defendants had received Plaintiff's payment of \$650
16 for the June 2019 installment payment and that the amount remaining to cure the Notice of
17 Default was \$789.15. On August 28th, Plaintiff authorized a payment of \$800 to Defendants for
18 the remainder of her balance. Despite receiving an early payment of more than the minimum
19 amount required to cure the default, Defendants called and emailed Plaintiff on August 28,
20 August 29, and September 5, 2019 demanding that she call them back and make plans to bring
21 her account up to date.

22 49. Moreover, Defendants annoyed and harassed Plaintiff by calling at intentionally
23 inconvenient times, as early as 7:30 a.m.

24 50. During the relevant time period, Plaintiff repeatedly asked Defendants to stop
25 calling and harassing her, both over the phone and via email, to no avail.

26 51. Defendants, acting as "debt collectors," willfully and knowingly harassed and
27 annoyed, and continue to harass and annoy Plaintiff and class members with these unwanted
28 calls, despite requests by Plaintiff and class members to stop the harassing calls.

1 52. By engaging in the unlawful debt collection practices alleged above, Defendants
 2 have violated the Rosenthal Act in multiple ways, including, without limitation, violating
 3 sections 1788.11(d), (e), by “[c]ausing a telephone to ring repeatedly or continuously to annoy
 4 the person called” and “[c]ommunicating, by telephone . . . with the debtor with such frequency
 5 as to be unreasonable and to constitute and harassment of the debtor under the circumstances.”
 6 Defendants’ unfair or deceptive practices have caused Plaintiff and class members throughout
 7 California to incur damages and other injuries, and have harmed the public interest in
 8 maintaining confidence in the consumer banking and credit system, which is the very reason
 9 that the California Legislature enacted the Rosenthal Act.

10 53. Under the circumstances, the injury to Plaintiff and class members greatly
 11 outweighs any alleged countervailing benefits.

12 54. As a direct and proximate cause of Defendants’ violation of the Rosenthal Fair
 13 Debt Collection Practices Act, Plaintiff and class members have suffered and will continue to
 14 suffer actual damages. Plaintiff suffered emotional distress and incurred monetary damages,
 15 including, but not limited to, cellular phone charges. In addition, Plaintiff spent many hours
 16 each month sending numerous emails asking Defendants to stop contacting her, speaking to
 17 Defendants on the phone, and otherwise dealing with Defendants’ harassing treatment. Plaintiff
 18 is a self-employed delivery driver and had to use her regular business hours to deal with the
 19 harassment by Defendants, and, as a result, suffered from lost potential income.

20 55. Pursuant to California Civil Code section 1788.30(b) and section 1692k of, Title
 21 15 of the United States Code, Plaintiff and other class members are entitled to actual damages
 22 (including economic damages and pain and suffering) as well as statutory penalties.

23 56. Plaintiff, on behalf of herself and all others similarly situated, further requests
 24 injunctive relief, and all other relief allowed, plus interest, attorney’s fees, and costs pursuant to,
 25 *inter alia*, Cal. Code of Civ. Proc. section 1021.5.

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SECOND CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

57. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

58. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

59. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

60. Defendants’ activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq.*

61. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants’ policies and practices have violated state law in at least the following respects:

- (a) Subjecting Plaintiff and other class members to harassing telephone calls in violation of the Rosenthal Fair Debt Collection Practices Act, California Civil Code sections 1788, *et seq.*, as alleged herein.

62. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

63. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to damages resulting from those violations including,

1 but not limited to, disgorgement of fees and interest and other benefits received by Defendants
2 from retaining money belonging to Plaintiff and class members; and an award of attorney’s fees
3 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and
4 award of costs.

5 **THIRD CAUSE OF ACTION**

6 **Violation of California Business & Professions Code §§ 17200, et seq. –**

7 **Unfair Business Practices**

8 **(Against all Defendants)**

9 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 65. Defendants are “persons” as defined by California Business & Professions Code
12 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
13 associations.

14 66. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
16 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.
17 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
18 Code of Civil Procedure section 1021.5.

19 67. Defendants’ activities, namely Defendants’ company-wide practice of subjecting
20 their debtors to harassing phone calls, has caused harm to Plaintiff and class members. Thus,
21 Defendants’ practice of harassing their debtors constitutes an unfair business practice in
22 violation of California Business & Professions Code sections 17200, et seq.

23 68. A violation of California Business & Professions Code sections 17200, et seq.
24 may be predicated on any unfair business practice. In the instant case, Defendants’ practices
25 have violated the Rosenthal Fair Debt Collection Practices Act and constitute acts against the
26 public policy behind this law.

27 69. Pursuant to California Business & Professions Code sections 17200, et seq.,
28 Plaintiff and class members are entitled to damages resulting from those violations including,

1 but not limited to, disgorgement of fees and interest and other benefits received by Defendants
2 from retaining money belonging to Plaintiff and class members; and an award of attorney's fees
3 pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and
4 award of costs.

5 **REQUEST FOR JURY TRIAL**

6 Plaintiff requests a trial by jury.

7 **PRAYER FOR RELIEF**

8 1. Plaintiff, on behalf of herself and all others similarly situated, prays for relief and
9 judgment against Defendants, jointly and severally, as follows:

10 2. For damages, penalties, and attorneys' fees in excess of twenty-five thousand
11 dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his
12 prayer for relief to seek a different amount.

13 **Class certification**

14 3. That this case be certified as a class action;

15 4. That Plaintiff be appointed as the representative of the Class;

16 5. That counsel for Plaintiff to be appointed as class counsel.

17 **As to the First Cause of Action**

18 6. That the Court declare, adjudge, and decree that Defendants violated California
19 Civil Code sections 1788, *et seq.* because Defendants engage in unlawful debt collection
20 practices;

21 7. An Order awarding to Plaintiff and the class actual and/or statutory damages,
22 including statutory penalties and interest, in an amount to be proven at trial (as provided by
23 California Civil Code sections 1788.30(a) and 1788.30(b));

24 8. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
25 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
26 reserves the right to amend his prayer for relief to seek a different amount.

27 9. An award of attorneys' fees and costs, as permitted by law;

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1 19. For the appointment of a receiver to receive, manage, and distribute any and all
2 funds disgorged from Defendants and determined to have been wrongfully acquired by
3 Defendants as a result of violations of California Business & Professions Code sections 17200,
4 *et seq.*;

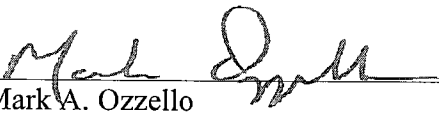
5 20. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Code of Civil Procedure section 1788.30(c); and

7 21. For such other and further relief as the Court may deem equitable and
8 appropriate.

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Dated: November 18, 2022

Respectfully submitted,
Capstone Law APC

By: 
Mark A. Ozzello
Brandon K. Brouillette
Joseph Hakakian

Attorneys for Plaintiff Kathy Tatick

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Alleges 21st Mortgage Corporation Unlawfully Placed 'Repeated,' 'Harassing' Phone Calls to Borrowers](#)
