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ELECTRONICALLY  
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County of San Francisco  
**03/14/2023**  
Clerk of the Court  
BY: JEFFREY FLORES  
Deputy Clerk

10 **SUPERIOR COURT OF CALIFORNIA**  
11 **FOR THE COUNTY OF SAN FRANCISCO**

13 ) Case No. **CGC-23-605149**  
14 JAMIE JWEINAT and RICHARD )  
15 LECHLEITNER, individually and behalf of all ) **CLASS ACTION**  
16 others similarly situated )  
17 ) **COMPLAINT FOR VIOLATIONS OF:**  
18 Plaintiffs, )  
19 -vs- )  
20 LOANDEPOT.COM, LLC; and DOES 1-10 )  
21 inclusive, )  
22 Defendants. )  
23 ) **1. VIOLATIONS OF**  
24 ) **ELECTRONIC FUNDS**  
25 ) **TRANSFER ACT, 15 U.S.C.**  
26 ) **§1693 ET SEQ.**  
27 ) **2. VIOLATIONS OF CALIFORNIA**  
28 ) **BUSINESS AND PROFESSIONS**  
 ) **CODE § 17200, ET SEQ.**  
 ) **DEMAND FOR JURY TRIAL**  
 )  
 )  
 )

24 Plaintiffs JAMIE JWEINAT and RICHARD LECHLEITNER (“Plaintiffs”) on behalf of  
25 themselves and all others similarly situated, alleges the following against Defendant  
26 LOANDEPOT.COM, LLC (“LD” or “Defendant”) upon information and belief based upon  
27 personal knowledge:  
28

1 **INTRODUCTION**

2 1. Plaintiffs’ Class Action Complaint is brought pursuant to the Electronic Funds  
3 Transfer Act, 15 U.S.C. § 1693 et seq. (“EFTA”).

4 2. Plaintiffs, individually, and on behalf of all others similarly situated, brings this  
5 Complaint for damages, injunctive relief, and any other available legal or equitable remedies,  
6 resulting from the illegal actions of Defendant in failing to provide a copy of written  
7 preauthorized electronic fund transfers when made, thereby violating 15 U.S.C. § 1693e(a).  
8 Plaintiffs bring a derivative claim under Cal. Bus. & Prof. C. §§ 17200 et seq. (“UCL”) for an  
9 unlawful violation.

10 3. Plaintiffs allege as follows upon personal knowledge as to themselves and their  
11 own acts and experiences, and, as to all other matters, upon information and belief, including  
12 investigation conducted by her attorneys.

13 **JURISDICTION & VENUE**

14 4. Jurisdiction is pursuant to the California Constitution, Article VI, section 10,  
15 which grants the Superior Court “original jurisdiction in all causes except those given by statute  
16 to other courts.” The statutes under which this action is brought do not specify any other basis  
17 for jurisdiction..

18 5. Venue is proper in the Superior Court of California for the County of San  
19 Francisco because Defendant does business within the State of California and Plaintiff resides  
20 within the County of San Francisco and the place where the incident took place was within the  
21 County of San Francisco.

22 6. The statute of limitations on this case is equitably tolled back to September 21,  
23 2022. On September 21, 2022, Plaintiffs filed a matter alleging the causes of action present in  
24 this Complaint in the United States District Court for the Northern District of California, Jamie  
25 Jweinat et. al. v. LOANDEPOT.COM, LLC (N.D. Cal. 2022), 3:22-cv-05387-VC. On February  
26 15, 2023, the Court dismissed Plaintiffs’ case without prejudice for lack of subject matter  
27 jurisdiction. Pursuant to *City of Los Angeles v. County of Kern* (2014) 59 Cal.4th 618, Plaintiffs  
28 have refiled their Complaint in State Court within thirty (30) days of dismissal by a federal court,

1 and thus his causes of action relate back to the original filing date of September 21, 2022.

2 **PARTIES**

3 7. Plaintiff Richard Lechleitner is a natural person residing in San Mateo County in  
4 the state of California and is a “consumer” as defined by 15 U.S.C. §1693a(6) and a “person” as  
5 defined by Cal. Bus. & Prof. Code § 17201.

6 8. Plaintiff Jamie Jweinat is a natural person residing in San Mateo County in the  
7 state of California and is a “consumer” as defined by 15 U.S.C. §1693a(6) and a “person” as  
8 defined by Cal. Bus. & Prof. Code § 17201

9 9. At all relevant times herein, Defendant LOANDEPOT.COM, LLC was a  
10 Delaware Corporation with its headquarters in California engaged in the business of mortgage  
11 loan servicing.

12 10. Each above named Defendant, and its subsidiaries and agents, are collectively  
13 referred to as “Defendants.” The true names and capacities of the Defendants sued herein as DOE  
14 DEFENDANTS 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues  
15 such Defendants by fictitious names. Each of the Defendants designated herein as a DOE is  
16 legally responsible for the unlawful acts alleged herein. Plaintiffs will seek leave of Court to  
17 amend the Complaint to reflect the true names and capacities of the DOE Defendants when such  
18 identities become known.

19 11. Plaintiffs are informed and believes that at all relevant times, each and every  
20 Defendant was acting as an agent and/or employee of each of the other Defendants and was acting  
21 within the course and scope of said agency and/or employment with the full knowledge and  
22 consent of each of the other Defendants. Plaintiff is informed and believes that each of the acts  
23 and/or omissions complained of herein was made known to, and ratified by, each of the other  
24 Defendants.

25 **FACTUAL ALLEGATIONS**

26 12. Plaintiffs had a mortgage with Defendant LD for their property located in Penn  
27 Valley, California.

28 13. In late April 2022, Plaintiffs went online to LD’s online website to setup

1 autopayment for their monthly second mortgage payments.

2 14. Plaintiffs went through the process and setup an autopayment to be debited on  
3 May 1, 2022 and monthly thereafter.

4 15. Defendant LD did not provide Plaintiffs a copy of the written preauthorized  
5 electronic fund transfer when setup in April 2022.

6 16. Despite setting up the process, LD failed to automatically withdraw funds from  
7 Plaintiffs' bank account on May 1, 2022 and June 1, 2022.

8 17. Because LD did not provide a copy of the written preauthorized electronic fund  
9 transfer, Plaintiffs did not have a record of the withdrawals that were agreed to take place and  
10 was thereafter charged unowed fees, interest, and defamed by LD who reported Plaintiffs as  
11 delinquent on their mortgage when it failed to process the payments. Thus, Plaintiffs suffered  
12 actual harm from Defendant LD's practice of failing to provide copies of written preauthorized  
13 electronic fund transfers.

14 18. Thereafter, in June 2022, Plaintiffs again setup an autopayment for their monthly  
15 second mortgage to be withdrawn on July 1, 2022 and monthly thereafter.

16 19. While this autowithdrawal was properly processed, Defendant LD again did not  
17 provide Plaintiffs a copy of the written preauthorized electronic fund transfer when made.

18 20. Plaintiffs allege Defendant's failure to provide a copy of the authorization to  
19 Plaintiffs is a violation of 15 U.S.C. 1693e(a).

20 **CLASS ALLEGATIONS**

21 21. Plaintiffs bring this action on behalf of themselves and all others similarly  
22 situated, as a member of a Class ("the Class") defined as follows:

23 All persons in the United States whose bank accounts were debited  
24 on a reoccurring basis by Defendant LD without being provided a  
25 copy of the authorization to make a preauthorized electronic fund  
transfers from September 21, 2021 to the date of class certification.

26 22. Plaintiffs represent, and is a member of The Class, consisting of whose bank  
27 accounts were debited on a reoccurring basis by Defendant LD without being provided a copy of  
28 the authorization to make a preauthorized electronic fund transfers from September 21, 2021 to

1 the date of class certification.

2 23. Defendant, its employees, and agents, and the Court staff and Judge assigned to  
3 this matter are excluded from The Class. Plaintiffs do not know the number of members in The  
4 Class, but believe the Class members number in the tens of thousands, if not more. Thus, this  
5 matter should be certified as a Class Action to assist in the expeditious litigation of the matter.

6 24. The Class is so numerous that the individual joinder of all of their members is  
7 impractical. While the exact number and identities of The Class members are unknown to  
8 Plaintiffs at this time and can only be ascertained through appropriate discovery, Plaintiffs are  
9 informed and believes and thereon alleges that The Class includes thousands of members.  
10 Plaintiffs allege that The Class members may be ascertained by the records maintained by  
11 Defendants.

12 25. This suit is properly maintainable as a class action pursuant to Fed. R. Civ. P.  
13 23(a) because the Class is so numerous that joinder of the Class members is impractical and the  
14 disposition of their claims in the class action will provide substantial benefits both to the parties  
15 and to the Court.

16 26. There are questions of law and fact common to the Class affecting the parties to  
17 be represented. The questions of law and fact to the Class predominate over questions which may  
18 affect individual Class members and include, but are not necessarily limited to, the following:

- 19 a. Whether Defendant failed to provide the members of the Class a copy of the  
20 authorization to make a preauthorized electronic fund transfers after the  
21 execution of such authorizations;
- 22 b. Whether Defendants committed an unlawful practice under the UCL by  
23 violating EFTA.

24 27. As someone who authorized Defendant to make a preauthorized electronic fund  
25 transfer but failed to receive a copy of the authorization, Plaintiffs are asserting claims that are  
26 typical of The Class.

27 28. Plaintiffs will fairly and adequately protect the interests of the members of The  
28 Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions.





1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs, individually, and on behalf of all others similarly situated,  
3 respectfully requests judgment be entered against Defendants, for the following:

- 4 a. That this action be certified as a class action on behalf of The Class and  
5 Plaintiffs be appointed as class representatives;
- 6 b. Statutory damages of up to \$1,000.00, per Class Member, pursuant to the  
7 Electronic Fund Transfer Act, §916(a)(2)(A);
- 8 c. Actual damages;
- 9 d. Restitution of the funds improperly obtained by Defendants;
- 10 e. Any and all statutory enhanced damages;
- 11 f. All reasonable and necessary attorneys' fees and costs provided by statute,  
12 common law or the Court's inherent power;
- 13 g. For equitable and injunctive and pursuant to California Business and  
14 Professions Code § 17203;
- 15 h. For prejudgment interest at the legal rate; and
- 16 i. Any other relief this Honorable Court deems appropriate.

17  
18 Respectfully Submitted this 14th Day of March, 2023.

19 LAW OFFICES OF TODD M. FRIEDMAN, P.C.

20  
21 By: 

22 Todd M. Friedman  
23 Law Offices of Todd M. Friedman  
24 Attorney for Plaintiffs  
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