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CGC-25-626061

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 FOR THE COUNTY OF SAN FRANCISCO**

LANCE BAIRD, individually, and on  
 behalf of all others similarly situated,

Plaintiffs,

vs.

WELLS FARGO & COMPANY; and  
 WELLS FARGO BANK, N.A.,

Defendants.

Case No. \_\_\_\_\_

**CLASS ACTION COMPLAINT FOR  
 DAMAGES AND INJUNCTIVE RELIEF  
 FOR:**

1. Violation of California's Unfair Competition Law ("UCL") (Cal. Bus. & Prof. Code §§ 17200 et seq.);
2. Violation of California Penal Code § 496(c);
3. Conversion;
4. Unjust Enrichment; and
5. Accounting

**DEMAND FOR JURY TRIAL**

1 Plaintiff Lance Baird (“Plaintiff” or “Baird”) brings this complaint, by and through his  
2 attorneys and on behalf of all others similarly situated, against Defendants Wells Fargo & Company  
3 and Wells Fargo Bank, N.A. (together, the “Defendants” or “Wells Fargo”) and allege upon  
4 information and belief as follows:

### 5 INTRODUCTION

6 1. This case arises from Wells Fargo’s practice of improperly charging mortgage  
7 applicants certain fees during the loan origination process, and its failure to return to borrowers  
8 massive amounts of money made as a result of withholding the improperly charged fees for over  
9 a decade.

10 2. Starting around December of 2022, upon information and belief, borrowers  
11 throughout California began to receive cryptic letters from Wells Fargo stating that “one or more  
12 return to float fees may have been incorrectly assessed during the loan origination process.” The  
13 letter explains return to float fees (“RTFFs”) are “assessed to unlock a loan’s interest rate and  
14 return it to floating status.” It goes on to “apologize for any inconvenience this may have caused”  
15 and tries to assuage these borrowers by enclosing a cashier’s check for the erroneously assessed  
16 “return to float fees and other costs related to closing fees,” “interest on the return to float fee and  
17 other costs related to closing fees,” and an “amount for the time these funds were unavailable.”

18 3. It is unknown exactly when these “incorrect” assessments occurred. Indeed, upon  
19 information and belief, Wells Fargo’s unscrupulous actions were completely concealed by Wells  
20 Fargo until about December of 2022. The letters sent to borrowers neither provide an explanation  
21 as to how or why the errors occurred, nor an adequate accounting or itemization to show how the  
22 error affected its customers’ mortgage loan accounts. It is therefore impossible for borrowers to  
23 determine the amount of their actual damages, including their out-of-pocket harm.

24 4. Upon information and belief, Wells Fargo improperly charged mortgage loan  
25 applicants for RTFFs, withheld the money from its borrowers for over a decade, and then, on its  
26 own initiative without an initiating request from or other interaction with the borrowers, attempted  
27 to settle these damages by sending wholly inadequate cashier’s checks to its borrowers without  
28 explaining the error.

**PARTIES**

8. Defendant Wells Fargo & Company is a corporation organized and existing under the laws of the State of Delaware with its headquarters and principal place of business located at 420 Montgomery Street, San Francisco, California 94104. Wells Fargo & Company conducts business throughout California and the United States. Wells Fargo & Company is registered to do business in California under entity number C2160471.

10. Defendant Wells Fargo Bank, N.A. is a national banking association and a citizen of South Dakota, headquartered at 101 North Phillips Avenue, Sioux Falls, Southern Dakota 57104 and with its principal place of business in San Francisco, California. Wells Fargo Bank may be served with process through its registered agent, Corporation Service Company, 2710 Gateway Oaks Drive, Sacramento, CA 95833.

11. This Court has general subject-matter jurisdiction over this action pursuant to Code of Civil Procedure § 410.10.

-3-  
**CLASS ACTION COMPLAINT**

1 Company is a citizen of California and has its principal place of business at 420 Montgomery  
2 Street, San Francisco, California 94104, and, during the relevant time period, Wells Fargo Bank,  
3 N.A. did sufficient business in, had sufficient contacts with, and intentionally availed itself of the  
4 laws and markets of California through the promotion, sale, marketing, distribution, and operation  
5 of their banking and mortgage products and services as to render exercise of jurisdiction by  
6 California courts permissible.

7 13. Defendants have sufficient minimum contacts with California and have otherwise  
8 intentionally availed themselves of the markets in California through the promotion, marketing,  
9 and sale of their products and services, sufficient to render the exercise of jurisdiction by this Court  
10 permissible under traditional notions of fair play and substantial justice.

11 14. Venue is proper in this Court because the acts and/or omissions complained of took  
12 place, in whole or in part, within the venue of this Court.

### 13 **FACTUAL ALLEGATIONS**

14 15. Mortgage rates vary over time due to market conditions. At the time of application,  
15 and because weeks and sometimes months separate applications from closing, mortgage-lending  
16 applicants can and often do sign rate lock agreements to protect against rising interest rates while  
17 their loan is being processed. In a typical rate lock agreement, the lender guarantees the agreed  
18 upon rate for a specific period even if the market rates increase.

19 16. If interest rates go down prior to closing and applicants want to take advantage of  
20 the lower rate, applicants who entered into rate lock agreements can request to exit the locked rate  
21 and let the rate return to float where it can fluctuate based on market conditions. Some lenders  
22 charge RTFFs to compensate for the risk and potential loss from the original locked rate.

23 17. Whether borrowers must pay RTFFs to exit their locked rates is a matter of lender  
24 policy. Like most other national banks with mortgage-lending practices, upon information and  
25 belief, Wells Fargo had, during the relevant time period, a policy to charge borrowers RTFFs to  
26 unlock their rates. It is worth noting that Wells Fargo's website currently states: "There is no fee  
27  
28

1 to return your loan to float.”<sup>1</sup>

2 18. Beginning in or around December 2022, consumers began to receive vague letters  
3 informing them that “one or more return to float fees may have been incorrectly assessed during  
4 the loan origination process.” The letter states that Wells Fargo “apologize[s] for any  
5 inconvenience this may have caused” and encloses a cashier’s check purportedly for the “return  
6 to float fees and other costs related to closing fees,” “interest on the return to float fee and other  
7 costs related to closing fees,” and an “amount for the time these funds were unavailable.” Upon  
8 receiving these form letters from Wells Fargo, Plaintiff and other similarly situated consumers  
9 were left with more questions than answers.

10 19. Upon information and belief, Wells Fargo incorrectly charged Plaintiff and other  
11 similarly situated borrowers RTFFs in connection with their mortgage loan applications, and then  
12 attempted to settle these damages by sending cashier’s checks in hopes that their borrowers would  
13 not investigate the nature and extent of the error or pursue a remedy for same.

14 20. Because Wells Fargo failed to provide any explanation of the error, it is unknown  
15 when Wells Fargo committed these “incorrect” assessments. It is clear, however, that Wells  
16 Fargo’s unscrupulous actions were completely concealed by Wells Fargo until about December  
17 of 2022 when Wells Fargo began disclosing these wrongly assessed fees to consumers.

18 21. Because Wells Fargo failed to provide adequate accounting to show the nature and  
19 extent of the error (or how it calculated the amount of compensation to the borrower), it is  
20 impossible for a consumer to determine or demand the amount of their actual damages, including  
21 their out-of-pocket harm.

22 22. Upon information and belief, Wells Fargo’s practice of improperly charging for  
23 RTFFs during the loan origination process and its subsequent attempts to “buy off” their  
24 customers, resulted in an overall financial gain for Wells Fargo.

25 23. Upon information and belief, notwithstanding the purported refunds distributed by  
26

27 <sup>1</sup> See “What is an interest rate lock for mortgages?”  
28 [https://www.wellsfargo.com/mortgage/learn/rate-  
lock/#:~:text=There%20is%20no%20fee%20to%20return%20your%20loan%20to%20float,  
to%20float%20is%20not%20available](https://www.wellsfargo.com/mortgage/learn/rate-lock/#:~:text=There%20is%20no%20fee%20to%20return%20your%20loan%20to%20float,to%20float%20is%20not%20available)

1 Wells Fargo beginning in or around December of 2022, Wells Fargo has never paid nor disgorged  
2 to its victims the full profits Wells Fargo obtained on the incorrectly charged RTFFs.

3 24. Upon information and belief, despite having access to more specific information  
4 concerning the borrower's account and the error committed (and the extent of each consumer's  
5 harm), Wells Fargo intentionally disseminated vague letters to discourage consumers from  
6 looking into the issue further and exercising their rights.

7 25. Upon information and belief, the purpose of these letters was not to make the  
8 consuming public whole but rather these letters are a throw away effort by Wells Fargo to shield  
9 itself from liability for yet another illegal business practice by offering an inadequate benefit.

10 26. Upon information and belief, Wells Fargo knew that Plaintiff and other similarly  
11 situated consumers would have no way of knowing if the amount offered was sufficient to cover  
12 the harms caused by Wells Fargo's errors.

13 27. Nonetheless, Wells Fargo tiptoes around the issue by putting the burden on the  
14 consumer to figure out whether the amount offered was sufficient to cover the damages caused,  
15 when Wells Fargo knows they did not.

16 28. Plaintiff and those similarly situated were not aware of the violations alleged herein,  
17 nor the facts giving rise to such violations, until they received the letters from Wells Fargo in  
18 December of 2022. Before that time, Plaintiff and those similarly situated had no reason to suspect  
19 that Wells Fargo had committed errors or otherwise overcharged her account.

20 29. Upon information and belief, Plaintiff and those similarly situated did not discover  
21 and could not have discovered through the exercise of reasonable diligence, the fact that  
22 Defendants had committed errors during the loan origination process.

23 30. Plaintiff and those similarly situated are further informed and believe that  
24 Defendants intentionally concealed the complained of business practices herein for at least fifteen  
25 years, preventing the discovery of these violations prior to December of 2022.

26 31. Fraudulent concealment tolls the statute of limitations because Plaintiff and those  
27 similarly situated were unaware that their rights were being violated by Wells Fargo's bad acts.  
28 Indeed, Defendants' violations were carried out in a way that precluded detection of the

1 violations.

2 32. As a result, the claims of Plaintiff and those similarly situated did not accrue until  
3 their discovery in 2022 and are tolled under equitable tolling principles such that they are timely.

4 **PLAINTIFF'S INDIVIDUAL ALLEGATIONS**

5 33. In 2010, Mr. Baird applied for a home mortgage loan with Wells Fargo. Upon  
6 information and belief, Mr. Baird did not sign a Rate Lock Agreement during his mortgage loan  
7 origination process.

8 34. On October 21, 2010, Mr. Baird made a written promissory note as a promise to  
9 pay his Wells Fargo mortgage.

10 35. On December 29, 2022, Wells Fargo sent Mr. Baird a letter and cashier's check in  
11 the sum of \$3,270.75. The letter purports to include "\$2,510.65 for the return to float fees and  
12 other costs related to closing fees," "\$387.39 interest on the return to float fee and other costs  
13 related to closing fees," and an additional \$372.71 to compensate "for the time these funds were  
14 unavailable."

15 36. Wells Fargo did not pay Mr. Baird, but instead retained for itself, the full profits  
16 Wells Fargo obtained by wrongfully charging and withholding RTFFs paid by Mr. Baird.

17 **CLASS ALLEGATIONS**

18 37. Plaintiff brings this class action lawsuit on behalf of himself and on behalf of the  
19 following proposed class under Code of Civil Procedure § 382:

20 All persons within California, who received a letter from Wells Fargo  
21 alerting them that one or more return to float fees may have been incorrectly  
22 assessed during the loan origination process with a check enclosed to  
purportedly compensate for the error (the "Class" or "Class Members").

23 38. Excluded from the class are the following individuals: officers and directors of  
24 Defendants and their parents, subsidiaries, affiliates, and any entity in which Defendants have a  
25 controlling interest; and all judges assigned to hear any aspect of this litigation, as well as their  
26 immediate family members.

27 39. Plaintiff reserves the right to modify or amend the definition of the proposed class  
28 before the Court determines whether certification is appropriate.



1       40. All requirements under Code of Civil Procedure § 382 are satisfied:

2           a. **Numerosity.** The members of the Class are so numerous that joinder of all  
3 members is impracticable. While the exact number of class members is unknown to  
4 Plaintiff at this time, upon information and belief, Plaintiff believes the class numbers to  
5 be in the thousands, if not more.

6           b. **Typicality.** Plaintiff's claims are typical of the claims of the Class Members  
7 because, among other things, Plaintiff sustained similar injuries to that of the Class  
8 Members as a result of Defendants' uniform wrongful conduct, and their legal claims all  
9 arise from the same events and wrongful conduct by Defendants.

10          c. **Adequacy.** Plaintiff will fairly and adequately protect the interests of the  
11 Class Members. Plaintiff's interests do not conflict with the interests of the Class Members  
12 and Plaintiff has retained counsel experienced in complex class action cases to prosecute  
13 this case on behalf of the Class.

14          d. **Commonality.** Common questions of law and fact exist as to all Class  
15 Members and predominate over any questions solely affecting individual members of the  
16 Class, including the following:

17           i. Whether Plaintiff and the Class Members received a letter or letters from  
18 Wells Fargo indicating that RTFFs may have been incorrectly assessed  
19 during the loan origination process;

20           ii. Whether Plaintiff and the Class Members received a check from Wells  
21 Fargo to compensate them for RTFFs incorrectly assessed during the  
22 origination process;

23           iii. Whether Wells Fargo failed to disclose the nature and extent of the error  
24 relating to the fees incorrectly assessed during the loan origination  
25 process of Plaintiff and the Class Members;

26           iv. Whether the conduct of Defendants was "unfair" or "unlawful" as those  
27 terms are defined in the UCL;

28           v. Whether Defendants unlawfully took and retained monies belonging to



1 Plaintiff and the Class;

2 vi. Whether Defendants should have, but did not, refund all profits obtained  
3 by Defendants on monies unlawfully taken and retained;

4 vii. Whether Defendants were unjustly enriched by the complained of  
5 conduct herein;

6 viii. Whether, as a result of Defendants' conduct, Plaintiff and the Class  
7 suffered injury; and

8 ix. The nature of the relief, including equitable relief, to which Plaintiff and  
9 the Class Members are entitled.

10 e. **Predominance.** The common issues of law and fact identified above  
11 predominate over any other questions affecting only individual members of the Class. The  
12 Class issues fully predominate over any individual issue because no inquiry into individual  
13 conduct is necessary; all that is required is a narrow focus on Defendants' conduct.

14 f. **Superiority.** A class action is superior to all other available methods for the  
15 fair and efficient adjudication of this controversy since a joinder of all members is  
16 impracticable. Furthermore, as damages suffered by Class Members may be relatively  
17 small, the expense and burden of individual litigation make it impossible for class members  
18 to individually redress the wrongs done to them. Individualized litigation also presents a  
19 potential for inconsistent or contradictory judgments, and increases the delay and expense  
20 presented by the complex legal and factual issues of the case to all parties and the court  
21 system. By contrast, the class action device presents far fewer management difficulties and  
22 provides the benefits of a single adjudication, economy of scale, and comprehensive  
23 supervision by a single court.

24 41. Accordingly, this class action is properly brought and should be maintained as a  
25 class action because questions of law or fact common to Class Members predominate over any  
26 questions affecting only individual members, and because a class action is superior to other  
27 available methods for fairly and efficiently adjudicating this controversy.

28 42. This class action is also properly brought and should be maintained as a class action

1 because Plaintiff seeks injunctive relief and declaratory relief on behalf of the Class Members on  
 2 grounds generally applicable to the proposed class. Certification is appropriate because Defendants  
 3 have acted or refused to act in a manner that applies generally to the proposed class, making final  
 4 declaratory or injunctive relief appropriate.

### 5 **CAUSES OF ACTION**

#### 6 **FIRST CAUSE OF ACTION**

#### 7 **Violation of California's Unfair Competition Law**

#### 8 **Cal. Bus. & Prof. Code §§ 17200, *et seq.***

#### 9 **(On Behalf of Plaintiff and the Class Against all Defendants)**

10 43. Plaintiff re-alleges and incorporates by reference each and every allegation  
 11 contained elsewhere in this Complaint as if fully set forth herein.

12 44. The UCL defines “unfair business competition” to include any “unlawful, unfair,  
 13 or fraudulent” act or practice, as well as any “unfair, deceptive, untrue or misleading” advertising.  
 14 Cal. Bus. & Prof. Code § 17200.

15 45. The UCL imposes strict liability. Plaintiff need not prove that Defendants  
 16 intentionally or negligently engaged in unlawful, unfair, or fraudulent business practices—but only  
 17 that such practices occurred.

#### 18 ***Deceptive Prong***

19 46. An omission is “deceptive” and actionable under the UCL if it is an omission of a  
 20 fact that the defendant was obliged to disclose.

21 47. Defendants were obligated to timely disclose the extent of the error committed as  
 22 to Plaintiff's and Class Members' loan origination processes. They failed to do so.

23 48. Furthermore, when Defendants did disclose the error, they hid the true nature and  
 24 basis for the error.

#### 25 ***Unfair Prong***

26 49. The UCL prohibits “unfair competition,” which is broadly defined as including  
 27 “any unlawful, unfair or fraudulent business acts or practice and unfair, deceptive, untrue or  
 28 misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of

Part 3 of Division 7 of the Business and Professions Code.” Cal. Bus. & Prof. Code § 17200.

50. Defendants’ business practices, described herein, violated the “unfair” prong of the UCL in that their conduct is substantially injurious to consumers, offends public policy, and is immoral, unethical, oppressive, and unscrupulous, as the gravity of the conduct outweighs any alleged benefits.

51. Through their practices, Defendants retained sums which should have been, in all fairness, disgorged and returned to Plaintiff and the Class.

52. The harm to Plaintiff and the Class grossly outweighs the utility of Defendants’ practices as there is no utility to practices of Defendants.

53. Defendants had other reasonably available alternatives to further their legitimate business interests, other than the conduct described herein. The failure to do so is oppressive and harsh.

#### *Unlawful Prong*

54. Under the UCL, a business act or practice is “unlawful” if it violated any established state or federal law.

55. By obtaining Plaintiff and the Class Members’ money in a manner constituting theft, with knowledge that the funds were stolen and/or wrongfully obtained, Defendants violated California Penal Code § 496(a).

56. Additionally, Defendants committed a conversion of Plaintiff’s property.

57. Defendants’ practice of taking Plaintiff and the Class Members’ money is unconscionable, oppressive, and surprising to Plaintiff and the Class Members.

58. Defendants have and will continue to surreptitiously commit undisclosed and undescribed errors (and/or incorrect assessments) in connection with loan origination processes and fail to provide an adequate remedy to those harmed by such business practices. Consequently, the practices of Defendants constitute unfair and unlawful business practices within the meaning of the UCL.

59. Pursuant to the UCL, Plaintiff and the Class are entitled to preliminary and permanent injunctive relief and order that Defendants cease this unfair and unlawful competition,

as well as disgorgement and restitution to Plaintiff and the Class of all the revenues associated with this unfair and unlawful competition, or such portion of said revenues as the Court may find applicable.

60. Plaintiff and the Class Members suffered actual monetary financial injury in that money was taken and withheld from Plaintiff and the Class Members by Defendants.

61. Plaintiff and the Class reserve the right to allege further conduct that constitutes other unfair business acts or practices. Such conduct is ongoing and continues to this date.

62. Plaintiff and the Class Members seek public injunctive relief to benefit the general public directly by bringing an end to Defendants' unlawful business practices which threaten future injury to the general public.

## **SECOND CAUSE OF ACTION**

### **Civil Theft / Receiving Stolen Property**

#### **Cal. Penal Code §496**

#### **(On Behalf of Plaintiff and the Class Against all Defendants)**

63. Plaintiff re-alleges and incorporates by reference each and every allegation contained elsewhere in this Complaint as if fully set forth herein.

64. On information and belief, Defendants received property—in the form of RTFFs—that was obtained in a manner constituting theft, with knowledge that the funds were stolen and/or wrongfully obtained, in violation of California Penal Code § 496(a).

65. On information and belief, Defendants also concealed, withheld, and/or aided in concealing or withholding property from the Plaintiff, knowing that the property was stolen or obtained, in violation of California Penal Code § 496(a).

66. In the case of Plaintiff, he closed on his mortgage on October 21, 2010. Defendants admit in their December 29, 2022 letter that the funds were to compensate him for errors relating to his loan origination process. Therefore, on information and belief, Defendants withheld Plaintiff's funds for over twelve years before returning same.

67. Further, on information and belief, the funds offered by Defendants to Plaintiff in connection with Defendants' December 29, 2022 letter are insufficient to compensate Plaintiff for

1 his damages.

2 68. Upon information and belief, Defendants acted intentionally by knowingly  
3 applying funds incorrectly and failing to provide Plaintiff and the Classes with any meaningful  
4 explanation for the incorrect application.

5 69. Plaintiff and the Class Members have been damaged by Defendants' wrongful  
6 receipt of their payments and failure to apply or refunds those funds correctly.

7 70. Plaintiff and the Class have been further damaged by Defendants' failure to return  
8 those funds until December 2022, as well as Defendants' failure to compensate Plaintiff and the  
9 Class fully.

10 71. Pursuant to California Penal Code § 496(c), Plaintiff and the Class are therefore  
11 entitled to recover three-times their actual damages, as well as costs of court and their reasonable  
12 attorneys' fees.

### 13 **THIRD CAUSE OF ACTION**

#### 14 **Conversion**

#### 15 **(On Behalf of Plaintiff and the Class Against all Defendants)**

16 72. Plaintiff re-alleges and incorporates by reference each and every allegation  
17 contained elsewhere in this Complaint as if fully set forth herein.

18 73. Defendants wrongfully exercised—and continue to exercise—dominion over  
19 property (*i.e.*, money) of Plaintiff and Class Members, *to wit*: all profits reaped on improperly  
20 charged RTFFs.

21 74. Plaintiff and Class Members have full and complete ownership or right to  
22 possession of all profits reaped on improperly charged RTFFs.

23 75. Defendants converted the property of Plaintiff and Class Members for their own  
24 benefit by a wrongful act, *to wit*: charging unauthorized and unwarranted RTFFs and retaining all  
25 profits reaped on illegally charged RTFFs.

26 76. As a consequence of Defendants' wrongful conversion of Plaintiff's and Class  
27 Members' property rights, Plaintiff and Class Members have suffered damages.

28 77. The exact sum of money that was converted can be readily determined through

1 Defendants' business records.

2 78. Accordingly, Plaintiff, on behalf of himself and the Class Members seek a  
3 constructive trust on money or property unlawfully converted by Defendants;

4 **FOURTH CAUSE OF ACTION**

5 **Unjust Enrichment**

6 **(On Behalf of Plaintiff and the Class Against all Defendants)**

7 79. Plaintiff re-alleges and incorporates by reference each and every allegation  
8 contained elsewhere in this Complaint as if fully set forth herein.

9 80. Plaintiff and the Class have conferred a benefit on Defendants by, at a minimum,  
10 having Defendants retain funds that Defendants improperly charged Plaintiff and the Class without  
11 their consent or knowledge.

12 81. Defendants' practice of charging Plaintiff and Class Members without their consent  
13 also resulted in Plaintiff and Class Members being denied the benefit of having access to these  
14 funds.

15 82. Defendants appreciate and/or have knowledge of the benefits conferred upon it by  
16 Plaintiff and the Class.

17 83. Under principles of equity and good conscience, Defendants should not be  
18 permitted to retain the monies they unjustly received because of its wrongful conduct described  
19 herein.

20 84. Accordingly, Plaintiff, on behalf of himself and the Class Members, seek restitution  
21 and disgorgement of all amounts by which Defendants have been unjustly enriched, as well as a  
22 constructive trust on money or property unlawfully converted by Defendants;

23 85. Defendants should be compelled to disgorge into a common fund for the benefit of  
24 Plaintiff and Class members all unlawful or inequitable proceeds that Defendants received.

25 86. Plaintiff and Class members have no adequate remedy at law.

26 87. A constructive trust should be imposed on all unlawful or inequitable sums received  
27 by Defendants traceable to Plaintiff and Class members.

**FIFTH CAUSE OF ACTION**

**Accounting**

**(On Behalf of Plaintiff and the Class Against all Defendants)**

88. Plaintiff re-alleges and incorporates by reference each and every allegation contained elsewhere in this Complaint as if fully set forth herein.

89. Defendants received and withheld RTFFs from Plaintiff and Class Members during the loan origination process.

90. Defendants have not paid and now owe Plaintiff and Class Members the full profits obtained on the incorrectly charged and withheld RTFFs.

91. Under principles of equity and good conscience, Defendants should not be permitted to retain the unjustly received money.

92. Plaintiff and Class Members cannot presently ascertain or demand a fixed sum of the full amounts.

93. Accordingly, Plaintiff and Class Members demand that Defendants provide an accounting for the amount of fees improperly charged and withheld; the people from whom Defendants withheld funds, and the dates Defendants withheld funds.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, individually and on behalf of all Class Members proposed in this Complaint, respectfully request that the Court enter a judgment in their favor and against Defendants, as follows:

1. Determining that this action may be maintained as a class action under section 382 of the Code of Civil Procedure and appointing Plaintiff and his counsel to represent the Class;

2. Requiring Defendants bear the cost of Class notice;

3. Finding Defendants' conduct was unlawful as alleged herein;

4. Requiring restitution and disgorgement of the revenues wrongfully retained as a result of Defendants' wrongful conduct;

5. Imposing a constructive trust on money or property unlawfully converted;

6. Awarding Plaintiff and Class Members actual damages, compensatory damages,



1 punitive damages, statutory damages, and statutory penalties, in an amount to be determined;

2 7. Awarding Plaintiff and Class Members costs of suit and attorney's fees, as  
3 allowable by law;

4 8. Awarding Plaintiff and Class members pre- and post-judgment interest, to the  
5 extent allowable; and

6 9. Granting such other and further relief as this Court may deem just and proper.  
7

8 Dated: June 6, 2025

**KABATECK LLP**

9  
10 By: 

11 Brian S. Kabateck  
12 Shant A. Karnikian  
13 Anastasia K. Mazzella  
14 Annie Martin-McDonough

*Attorneys for Plaintiff and the Putative Class*

**JURY DEMAND**

Plaintiff demands a trial by jury for all claims so triable.

Dated: June 6, 2025

**KABATECK LLP**

By: 

Brian S. Kabateck  
Shant A. Karnikian  
Anastasia K. Mazzella  
Annie Martin-McDonough

*Attorneys for Plaintiff and the Putative Class*