

1 Ryan L. McBride (SBN 032001)  
ryan@kazlg.com  
2 **Kazerouni Law Group, APC**  
3 301 E. Bethany Home Road, Suite C-195  
Phoenix, AZ 85012  
4 Telephone: (800) 400-6808  
5 Facsimile: (800) 520-5523

Nicholas Barthel, Esq. (319105)  
nick@barthelbarthel.com  
**BARTHEL & BARTHEL, APC**  
2173 Salk Ave., Ste. 250  
Carlsbad, CA 92008  
Telephone: (760) 259-0033  
Facsimile: (760) 536-9010

6 Attorneys for Plaintiffs

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8 **UNITED STATES DISTRICT COURT**  
9 **SOUTHERN DISTRICT OF CALIFORNIA**

10 Case No.: '23CV0086 DMS KSC

11 ZACHARY POWELL, Individually  
and On Behalf of All Others  
12 Similarly Situated,

13 Plaintiffs,

14 v.

15 UHG I LLC,

16 Defendant.

**CLASS ACTION COMPLAINT  
FOR VIOLATIONS OF:**

- 17 1) CALIFORNIA'S UNFAIR  
COMPETITION LAW (CAL.  
18 BUS. PROF. C. §§ 17200, *ET*  
*SEQ.*);
- 19 2) FAIR DEBT COLLECTION  
PRACTICES ACT 15 U.S.C.  
20 1692 ET. SEQ.
- 21 3) ROSENTHAL FAIR DEBT  
COLLECTION PRACTICES  
22 ACT CAL CIV §§ 1788, *ET*  
*SEQ*

**JURY TRIAL DEMANDED**

**INTRODUCTION**

- 1  
2 1. In enacting the Federal Fair Debt Collection Practices Act (“FDCPA”), Congress  
3 found that “there is abundant evidence of the use of abusive, deceptive, and unfair  
4 debt collection practices by many debt collectors,” and that “abusive debt  
5 collection practices contribute to the number of personal bankruptcies, to marital  
6 instability, to the loss of jobs, and to invasions of individual privacy.” 15 U.S.C.  
7 §1692(a). Congress also found that the “existing laws and procedures for  
8 redressing these injuries are inadequate to protect consumers,” and that “abusive  
9 debt collection practices are carried on to a substantial extent in interstate  
10 commerce and through means and instrumentalities of such commerce.” 15  
11 U.S.C. §1692(b), and (d).
- 12 2. The California legislature has determined that the banking and credit system and  
13 grantors of credit to consumers are dependent upon the collection of just and  
14 owing debts and that unfair or deceptive collection practices undermine the  
15 public confidence that is essential to the continued functioning of the banking  
16 and credit system and sound extensions of credit to consumers. The Legislature  
17 has further determined that there is a need to ensure that debt collectors exercise  
18 this responsibility with fairness, honesty, and due regard for the debtor’s rights  
19 and that debt collectors must be prohibited from engaging in unfair or deceptive  
20 acts or practices. *See* Cal. Civ. Code §§ 1788.1 (a)-(b).
- 21 3. The plaintiff ZACHARY POWELL (“Plaintiff”), individually and on behalf of  
22 all other similarly situated, bring this class action against UHG I LLC (hereinafter  
23 referred to as “Defendant”) for its harmful and unconscionable debt collection  
24 practices.
- 25 4. Defendant is a third-party debt buyer that purchases large numbers of debts and  
26 then mass files lawsuits against the alleged debtors. A portion of Defendant’s  
27 total portfolio were charged off loans between consumers and payday lenders  
28 such as CashNetUSA. These loans have exorbitantly high and unconscionable

- 1 interest rates, in violation of consumer protection statutes.
- 2 5. Plaintiff brings this action on behalf of himself and all other consumers that are  
3 similarly situated for Defendant’s violations of (i) Fair Debt Collection Practices  
4 Act, 15 U.S.C. 1692, *et seq.* (“FDCPA”); (ii) Rosenthal Fair Debt Collection  
5 Practices Act, Cal. Civ. Code §§ 1788, *et seq.*; and (iii) California’s Unfair  
6 Competition Law, Cal. Bus. & Prof. Code § 17200 (“UCL”).
- 7 6. Under these statutes, Plaintiff seeks disgorgement of ill-gotten profits, actual  
8 damages, statutory damages, punitive damages, injunctive relief, and attorney’s  
9 fees and costs.
- 10 7. Plaintiff makes these allegations on information and belief, with the exception of  
11 those allegations that pertain to Plaintiff, or to Plaintiffs’ Counsel, which Plaintiff  
12 alleges on personal knowledge.
- 13 8. Unless otherwise indicated, the use of Defendant’s name in this Complaint  
14 includes all agents, employees, officers, members, directors, heirs, successors,  
15 assigns, principals, trustees, sureties, subrogates, representatives and insurers of  
16 Defendant.

17 **JURISDICTION AND VENUE**

- 18 9. Jurisdiction of this Court arises pursuant to 15 U.S.C. § 1693; and 28 U.S.C. §  
19 1367 for supplemental State claims.
- 20 10. Defendant has sufficient minimum contacts with California and have otherwise  
21 intentionally availed itself of the markets in California through the promotion,  
22 marketing, and sale of its products and services, sufficient to render the exercise  
23 of jurisdiction by this Court permissible under traditional notions of fair play and  
24 substantial justice.

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1 11. Venue is proper in this District under 28 U.S.C. §1391(b)(2) and (3) because: (i)  
2 a substantial part of the events or omissions giving rise to these claims occurred  
3 in this District; (ii) Defendant is subject to the Court's personal jurisdiction with  
4 respect to this action because Defendant conducts business in this judicial  
5 district; and (iii) Plaintiff resides in this judicial district.

6 **PARTIES**

7 12. Plaintiff and those similarly situated, are and at all times mentioned herein were,  
8 individual citizens and residents of the United States of America or the State of  
9 California.

10 13. Plaintiff is, and all times mentioned herein was, an individual citizen and resident  
11 of the County of San Diego, State of California. Additionally, at all times  
12 mentioned herein was, a “consumer” as that term is defined by 15 U.S.C. §  
13 1692a(3) and is a “debtor” as defined by Cal. Civ. Code § 1788.2(h).

14 14. Defendant UHG I, LLC is a New York Corporation with its Corporate  
15 headquarters located at: 6400 Sheridan Dr., Suite 138, Williamsville, NY 14221.

16 15. At all times relevant to this complaint, Defendant was a company engaged, by  
17 use of the mails and telephone, in the business of collecting a debt from Plaintiff  
18 which qualifies as a “debt,” as defined by 15 U.S.C. §1692a(5) and a “consumer  
19 debt” as defined by Cal. Civ. Code §§ 1788.2(f). Defendant regularly attempts to  
20 collect debts alleged to be due another, and therefore is a “debt collector” as  
21 defined by the FDCPA, 15 U.S.C. §1692a(6) and California Civil Code §§  
22 1788.2(c).

23 16. Defendant’s primary business is operating as a third-party debt collector.

24 **GENERAL ALLEGATIONS**

25 17. A payday loan is a type of short-term, high-cost loan that is typically used to  
26 cover unexpected expenses or to bridge the gap between paychecks. The loan is  
27 typically due on the borrower's next payday, hence the name. Payday loans are  
28 also known as cash advance loans, check advance loans, or post-dated check

1 loans.

2 18. The interest rate for a payday loan is often much higher than for other types of  
3 loans, and can range from around 300% to 600% APR (Annual Percentage Rate).  
4 This means that if you borrow \$100 for two weeks, it can cost you between \$15  
5 to \$30. So vast majority of these loans become essentially “interest only” loans  
6 and/or subject to default and additional penalties.

7 19. Defendant is a high-volume debt buyer that purchases charged off payday loans  
8 that have been inflated by their unconscionable interest. Once purchased,  
9 Defendant mass files these cases in court against consumers in order to attempt  
10 to collect on these unconscionable loans.

11 20. The typical California consumer is unlikely to be aware that such high Annual  
12 Percentage Rate (“APR”) are prohibited by California law. In *De La Torre v.*  
13 *CashCall, Inc.*, 5 Cal. 5th 966, 973, 236 Cal. Rptr. 3d 353, 357, 422 P.3d 1004  
14 (2018), the California Supreme Court clarified that APR can be unconscionable,  
15 just like any other term in a contract.

16 **PLAINTIFF’S EXPERIENCE**

17 21. In 2018, Plaintiff moved to San Diego from Kansas. At the time Plaintiff had just  
18 began a new job and was not making much at the time. Desperate for money to  
19 bridge the gap while he got on his feet, Plaintiff ended up applying for a payday  
20 loan with CashNetUSA.

21 22. On or about September 13, 2018, CashNetUSA offered Plaintiff a loan of \$3,500  
22 at an APR of 128.4% on a take-it-or-leave-it basis. Needing the money, Plaintiff  
23 took the loan. Over the lifetime of the loan, Plaintiff would be paying \$6,358.11,  
24 such that the total amount Plaintiff would have to payback was \$9,858.11.

25 23. After making several payments, unfortunately Plaintiff fell behind on his loan  
26 payments and from there the loan began to balloon at a rapid pace. By the time  
27 the loan eventually charged off it had grown to \$5,671.62.

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1 24. Defendant bought the debt sometime after Plaintiff defaulted on the debt.

2 25. On May 19, 2021, Defendant filed a lawsuit against Plaintiff in order to collect  
3 the outstanding balance of the debt, which had ballooned up to \$5,671.62 due to  
4 the unconscionable APR interest associated with the underlying debt.

5 26. This case is still active as of the filing of this complaint.

6 27. By bringing lawsuits and trying to collect on debts resulting from payday loans  
7 exceeding 90%, Defendant is attempting to collect on unconscionable debts in  
8 violation of the law.

9 28. Plaintiff and other consumers similarly situated would not know that the terms of  
10 the contract are unconscionable and thus Defendant is forbidden from attempting  
11 to collect on these unconscionable debts.

12 **CLASS ACTION ALLEGATIONS**

13 29. Plaintiff realleges and incorporates by reference all of the above paragraphs of  
14 this Complaint as though fully stated herein.

15 30. Plaintiff and the members of the Class have all suffered an injury in fact as a  
16 result of the Defendant's unlawful conduct.

17 31. Plaintiff bring this lawsuit on behalf of themselves and other similarly situated  
18 individuals under Rule 23(b)(1), 23(b)(2) and (b)(3) of the Federal Rules of Civil  
19 Procedures.

20 32. Subject to additional information obtained through further investigation and/or  
21 discovery, the proposed California class ("California Class") consists of:

22 All persons in the State of California from whom  
23 Defendant has attempted to collect a loan with an annual  
24 percentage rate (APR) exceeding 90 percent in the four  
25 years preceding the filing of this complaint.

26 **A. Ascertainability.** The members of the Class are readily ascertainable from  
27 Defendant's records of loans it has purchased and collected on during each  
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1           respective class period, and the specific terms and parties identified therein.

2           **B. *Numerosity.*** The members of the Class are so numerous that their individual  
3           joinder is impracticable. Plaintiff are informed and believes, and on that  
4           basis alleges, that Defendant purchases hundreds, if not thousands, of debts  
5           from payday lenders, which it then files across California.

6           **C. *Existence and Predominance of Common Questions of Law and Fact.***

7           Common questions of law and fact exist as to all members of the Class and  
8           predominate over any questions affecting only individual Class Members.  
9           All members of the Class have been subject to the same conduct and their  
10          claims are based on the widespread dissemination of the unlawful, deceptive,  
11          and pernicious conduct by Defendant. The common legal and factual  
12          questions include, but are not limited to, the following:

- 13           i. the nature, scope, and operations of the wrongful practices of Defendant;
- 14           ii. whether Defendant engaged in a course of unfair, unlawful, fraudulent,  
15           and/or pernicious conduct in its debt collection practices.
- 16           iii. whether Defendant knew or should have known that its business  
17           practices were unfair, and/or unlawful;
- 18           iv. whether Defendant's debts' comprised of interest obtained from  
19           unconscionable loans that were so high that they were unreasonable  
20           and/or violated California law, public policy and/or the FDCPA.
- 21           v. whether Defendant harmed Plaintiff and the Class; and
- 22           vi. whether Defendant was unjustly enriched by its unlawful and unfair  
23           business practices;
- 24           vii. whether Defendant was attempting to collect an amounts not authorized  
25           by law from Plaintiff and the Class.

26           **D. *Typicality.*** Plaintiff's claims are typical of the claims of the members of the  
27           Class in that Plaintiff is a member of each Class that Plaintiff seeks to  
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1 represent. Plaintiff, like members of the proposed Class, was contacted by  
2 Defendant in an attempt to collect a debt that stemmed from an  
3 unconscionable and void contract.

4 **E. *Adequacy of Representation.*** Plaintiff will fairly and adequately protect the  
5 interests of the members of the Class. Plaintiff has retained counsel  
6 experienced in consumer protection law, including class actions. Plaintiff  
7 has no adverse or antagonistic interests to those of the Class, and will fairly  
8 and adequately protect the interests of the Class. Plaintiff's attorneys are  
9 aware of no interests adverse or antagonistic to those of Plaintiff and the  
10 proposed Class.

11 **F. *Superiority.*** A class action is superior to all other available means for the  
12 fair and efficient adjudication of this controversy. Individualized litigation  
13 would create the danger of inconsistent and/or contradictory judgments  
14 arising from the same set of facts. Individualized litigation would also  
15 increase the delay and expense to all parties and the courts and the issues  
16 raised by this action. The damages or other financial detriment suffered by  
17 individual Class Members may be relatively small compared to the burden  
18 and expense that would be entailed by individual litigation of the claims  
19 against the Defendant. The injury suffered by each individual member of the  
20 proposed class is relatively small in comparison to the burden and expense  
21 of individual prosecution of the complex and extensive litigation necessitated  
22 by Defendant's conduct. It would be virtually impossible for members of the  
23 proposed Class to individually redress effectively the wrongs to them. Even  
24 if the members of the proposed Class could afford such litigation, the Court  
25 system could not. Individualized litigation increases the delay and expense  
26 to all parties, and to the court system, presented by the complex legal and  
27 factual issues of the case. By contrast, the class action device presents far  
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1 fewer management difficulties, and provides the benefits of a single  
2 adjudication, economy of scale, and comprehensive supervision by a single  
3 court. Therefore, a class action is maintainable pursuant to Fed. R. Civ. P.  
4 23(b)(3).

5 33. Unless the Class is certified, Defendant will continue its unlawful, unfair, and  
6 predatory practices as described herein. If the Class is certified, the harms to the  
7 public and the Class can be easily prevented or rectified.

8 34. Furthermore, Defendant has acted or refused to act on grounds that are generally  
9 applicable to the Class so that declaratory and injunctive relief is appropriate to  
10 the Class as a whole, making class certification appropriate pursuant to Fed R.  
11 Civ. P. 23(b)(2).

12 **COUNT I**  
13 **FOR VIOLATIONS OF CALIFORNIA’S UNFAIR COMPETITION LAW**  
14 **CAL. BUS. & PROF. CODE §§ 17200, ET SEQ.**  
15 **(ON BEHALF OF PLAINTIFF AND THE CLASS)**

16 35. Plaintiff realleges and incorporate by reference all of the above paragraphs of this  
17 Complaint as though fully stated herein.

18 36. Plaintiff and Defendant are each “person(s)” as that term is defined by Cal. Bus.  
19 & Prof. C. § 17201. Cal. Bus & Prof. C. § 17204 authorizes a private right of  
20 action on both an individual and representative basis.

21 37. Cal. Bus. & Prof. C. § 17204, a provision of the Unfair Competition Law (B &  
22 P C §§ 17200–17209), confers standing to prosecute actions for relief not only  
23 on the public officials named therein, but on private individuals, i.e., “any person  
24 acting for the interests of itself, its members or the general public.” Thus, a private  
25 Plaintiff who has suffered a financial injury may sue to obtain relief for others.

26 38. “Unfair competition” is defined by Bus. & Prof. Code § 17200 as encompassing  
27 several types of business “wrongs,” including: (1) an “unlawful” business act or  
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1 practice, (2) an “unfair” business act or practice, (3) a “fraudulent” business act  
2 or practice, and (4) “unfair, deceptive, untrue or misleading advertising.” The  
3 definitions in § 17200 are drafted in the disjunctive, meaning that each of these  
4 “wrongs” operates independently from the others.

5 39. An “injunction” is “the primary form of relief available under the UCL to protect  
6 consumers from unfair business practices.” *In re Tobacco II Cases*, 46 Cal.4th  
7 298, 319 (2009); *see also, Clayworth v. Pfizer, Inc.*, 49 Cal.4th 758, 789 (2010)  
8 (“[i]f a party has standing under” the UCL, “it may seek injunctive relief”).

9 **“Unlawful” Prong**

10 40. California Business & Professions Code §17200 prohibits any “unlawful ...  
11 business act or practice.” An unlawful business act or practice is an act or  
12 practice that is both undertaken pursuant to business activity and also forbidden  
13 by law.

14 41. Any business act or practice that is unlawful, in the sense that it violates a specific  
15 statute, be it civil or criminal, federal, state, or municipal, statutory, regulatory,  
16 or court-made, may be enjoined under the UCL.

17 42. The loans Defendant attempted to collect on violate Cal. Fin. C. § 22303, as they  
18 violate Cal. Civ. Code § 1670.5. *See De La Torre v. Cashcall Inc.*, No. S241434,  
19 2018 Cal. LEXIS 5749, at \*43 (Aug. 13, 2018).

20 43. By knowingly and intentionally buying and attempting to collect upon loans with  
21 unconscionable interest rates, Defendant has routinely engaged in unlawful  
22 business practices.

23 44. Because Defendant’s business entailed violations of both Cal. Fin. C. § 22303  
24 and/or Cal. C. § 1670.5, Defendant violated California’s Unfair Competition  
25 Law, Bus. & Prof. Code §§ 17200, *et seq.*, which provides a cause of action for  
26 an “unlawful” business act or practice perpetrated on consumers.

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1 45. Furthermore, Defendant’s attempts to collect on these unconscionable loans  
2 violated the RFDCPA and FDCPA as described above.

3 46. Thus, Defendant’s conduct has violated the “unlawful” prong of California  
4 Business & Professions Code § 17200.

5 ***“Unfair” Prong***

6 47. California Business & Professions Code § 17200 prohibits any “unfair ...  
7 business act or practice.”

8 48. In order to satisfy the “unfair” prong of the UCL, a consumer must show that the  
9 injury: (1) is substantial; (2) is not outweighed by any countervailing benefits to  
10 consumers or competition; and, (3) is not one that consumers themselves could  
11 reasonably have avoided.

12 49. Here, as mentioned above, Defendant’s filing of civil actions against consumers  
13 in order to attempt to collect unconscionable debts causes substantial injury to  
14 consumers as it forces them to retain counsel and most likely end up paying  
15 Defendant for loans that are void against public policy.

16 50. Defendant’s actions have no countervailing benefits to consumers.

17 51. Furthermore, consumers could not have avoided Defendant’s harm. As  
18 mentioned above, these are predatory loans that prey on vulnerable low-income  
19 consumers. Furthermore, at the point that Defendant is collecting on these debts,  
20 the consumers have already entered into the debts and thus believe they have no  
21 option but to pay Defendant.

22 52. Thus, Defendant’s conduct has violated the “unfair” prong of California Business  
23 & Professions Code § 17200.

24 ***“Fraudulent” Prong***

25 53. California Business & Professions Code § 17200 prohibits any “fraudulent ...  
26 business act or practice.” In order to prevail under the “fraudulent” prong of the  
27 UCL, a consumer must allege that the fraudulent business practice was likely to  
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1 deceive members of the public.

2 54. The test for “fraud” as contemplated by California Business and Professions  
3 Code § 17200 is whether the public is likely to be deceived. Unlike common law  
4 fraud, a § 17200 violation can be established even if no one was actually  
5 deceived, relied upon the fraudulent practice, or sustained any damage.

6 55. Here, Defendant files lawsuit and contacts consumers to collect on void debts.  
7 These collection attempts are misrepresentations to the consumer that the  
8 underlying debts are valid and enforceable.

9 56. However, as described in detail above, any of these debts exceeding an APR of  
10 90% are unenforceable under California law.

11 57. Thus, Defendant’s conduct has violated the “fraudulent” prong of California  
12 Business & Professions Code § 17200.

13 **COUNT II**

14 **VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT,**

15 **15 USC §§ 1692**

16 **(ON BEHALF OF PLAINTIFF AND THE CLASS)**

17 58. Plaintiff reincorporates by reference all of the preceding paragraphs.

18 59. Plaintiff brings the second cause of action under the Federal Fair Debt Collection  
19 Practices Act (“FDCPA”) 15 USC §§ 1692-1692p.

20 60. Plaintiff is a “consumer” as that term is defined by 15 USC § 1692a(3).

21 61. Defendant is a “debt collector” as that term is defined by 15 USC § 1692a(6).

22 62. The financial obligation alleged to be owed by Plaintiff is a “debt” as that term  
23 is defined by 15 USC § 1692a(5).

24 63. The act by Defendant of bringing a lawsuit and other collection activity was done  
25 for the purpose of coercing Plaintiff to pay a debt that was void and unenforceable  
26 under California law.

27 64. By collecting debts stemming from deceptive and unconscionable interest rates,  
28 Defendant has also made deceptive, or misleading representation or means in

1 connection with the collection of any debt, in violation of 15 U.S.C §§ 1692e  
2 and 1692e(10), which is incorporated into the RFDCPA through Cal. Civ. Code  
3 § 1788.17.

4 65. By collecting debts and filing legal actions on debts stemming from deceptive  
5 and unconscionable interest rates, Defendant has also made a false representation  
6 of the character, amount and legal status of the debt, in violation of 15 U.S.C §  
7 1692e(2)(A), which is incorporated into the RFDCPA through Cal. Civ. Code §  
8 1788.17.

9 66. By attempting to collect an amount not authorized by law, Defendant violated 15  
10 U.S.C § 1692f(1), which is incorporated into the RFDCPA through Cal Civ. Code  
11 § 1788.17.

12 67. By collecting debts stemming from deceptive and unconscionable interest rates,  
13 Defendant has also violated 15 U.S.C § 1692f, which is incorporated into the  
14 RFDCPA through Cal Civ. Code § 1788.17.

15 68. As a result of Defendant’s violations of the FDCPA, Plaintiff is entitled to an  
16 award of actual damages, statutory damages, costs and reasonable attorney's fees,  
17 pursuant to 15 USC § 1692k.

18 **COUNT III**

19 **VIOLATION OF THE RFDCPA, CAL. CIV. CODE § 1788 ET SEQ**

20 **(“ROSENTHAL ACT”)**

21 **(ON BEHALF OF PLAINTIFF AND THE CLASS)**

22 69. Plaintiff re-alleges and incorporates the foregoing allegations as if fully set forth  
23 herein.

24 70. The foregoing acts and omissions constitute a violation of the RFDCPA.

25 71. As a result of each and every violation of the RFDCPA, Plaintiff and the Class  
26 are entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a);  
27 statutory damages for a knowing or willful violation in the amount up to  
28 \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney’s

1 fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from each Defendant  
2 individually.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for relief and judgment as follows:

- 5 • That this action be certified as a Class Action, Plaintiff be appointed as the  
6 representatives of the Class, and Plaintiffs' attorneys be appointed Class  
7 counsel;
- 8 • That Defendant's wrongful conduct alleged herein be adjudged and decreed  
9 to violate the consumer protection statutory claims asserted herein;
- 10 • An order naming Plaintiff as class representative;
- 11 • An order naming Plaintiff's counsel as class counsel;
- 12 • An award of actual damages, in an amount to be determined at trial,  
13 pursuant to Cal. Civ. Code § 1788.30(a);
- 14 • An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code §  
15 1788.30(b);
- 16 • An award of costs of litigation and reasonable attorney's fees, pursuant to  
17 Cal. Civ. Code § 1788.30(c);
- 18 • An award of actual damages, in an amount to be determined at trial,  
19 pursuant to 15 U.S.C. § 1692k(a)(1);
- 20 • An award of maximum statutory damages pursuant to 15 U.S.C. §  
21 1692k(a)(2);
- 22 • An award of costs of litigation and reasonable attorney's fees, pursuant to  
23 15 U.S.C. § 1692k(a)(3);
- 24 • An order requiring imposition of a constructive trust and/or disgorgement  
25 of Defendant's ill-gotten gains and to pay restitution to Plaintiff and all  
26 members of the Class and, also, to restore to Plaintiff and members of the  
27 Class all funds acquired by means of any act or practice declared by this  
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court to be an unlawful, fraudulent, or unfair business act or practice, in violation of laws, statutes or regulations, or constituting unfair competition;

- An injunction preliminarily and permanently enjoining Defendant from engaging in the unlawful practices stated herein, including to dismiss all current lawsuits involving debts based on a contract with an APR in excess of 90%;
- Distribution of any monies recovered on behalf of members of the Class via fluid recovery or *cy pres* recovery where necessary and as applicable, to prevent Defendant from retaining the benefits of their wrongful conduct;
- Prejudgment and post judgment interest;
- Exemplary and/or punitive damages for intentional misrepresentations pursuant to, *inter alia*, Cal. Civ. Code § 3294; and
- Awarding any and all other relief that this Court deems necessary or appropriate.

Dated: January 17, 2023

Respectfully submitted,

By: /s/ Ryan McBride  
Ryan L. McBride, Esq.  
Attorneys for Plaintiff

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Debt Collector UHG I Sued Over Allegedly Unlawful Collection Practices](#)

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