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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

BAY AREA LEGAL AID,
Plaintiff,

v.

ACHIEVABLE SOLUTIONS, INC.;
A-UNITED ATTORNEY SERVICE, INC.;
SUE YA, INC.;
HARRIS LAW GROUP;
TAKASHI CHENG;
KIONA TCHAN aka KIONA YEUNG;
JAMES CRAWFORD; and
HALIL HASIC,
Defendants.

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Superior Court of California,
County of Alameda

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By: Xian-xii Bowie, Deputy Clerk

Case No. **22CV008464**

**COMPLAINT FOR PERMANENT
INJUNCTION**

California Unfair Competition Law (Cal.
Bus. & Prof. Code § 17200 *et seq.*).

Unlimited Civil Case

COMPLEX DETERMINATION REQUESTED

I. INTRODUCTION

1. Litigants in civil court are entitled to fundamental safeguards such as fair notice of a case, substantiated allegations, and accurate representations. So when Defendants—a debt collector and related parties—flagrantly circumvent such protections to secure default judgments based on manufactured evidence and outright perjury, the Court has the power and the duty to intervene. Defendants’ conduct not only causes grave harm to low-income, vulnerable consumers, it also forces courts to become unwitting accomplices to Defendants’ fraud and turns due process into a profit mill.

2. Defendants have conspired to commit a litany of debt collection abuses against hundreds, if not thousands, of California consumers. Specifically, Defendants file collection suits and then intentionally fail to serve the defendants in those actions with a copy of the summons and complaint. Defendants then file proofs of service that falsely attest that the defendants have been properly served. When the defendant consumers understandably do not appear in their cases, Defendants seek—and in nearly every case obtain—default judgments based on both the false proofs of service and on false or misleading declarations and unauthenticated documents.

3. Because the documentation for any individual debt collection action is, on its own, facially plausible, and because these documents are supported by false statements made under penalty of perjury, Defendants’ unlawful conduct has escaped judicial and public scrutiny.

4. Plaintiff Bay Area Legal Aid (“BayLegal”), as the largest provider of free legal services in the Bay Area, has suffered and will continue to suffer harm because of Defendants’ unlawful conduct. BayLegal has been forced to divert its limited resources to identify and combat Defendants’ illegal practices in order to fulfill its mission of helping consumers understand and respond to debt collection actions. BayLegal’s mission is also impaired by Defendants’ scheme because consumers never receive notice of the lawsuits against them and therefore do not know to seek out BayLegal’s assistance.

5. BayLegal now seeks judicial intervention to stop Defendants’ illegal practices and to enjoin Defendants from enforcing the fraudulently obtained default judgments.

II. JURISDICTION

6. Because BayLegal seeks permanent injunctive relief, this case is properly classified as an unlimited civil action. Cal. Code Civ. Proc. § 86(a)(8), 88.

7. The court has original subject matter jurisdiction under Cal. Const. Art. VI § 10 and Cal. Code Civ. Proc. § 410.10.

8. The court has general personal jurisdiction over Defendants. All individual Defendants are domiciled in California. All corporate Defendants are incorporated and/or have their principal place of business in the state.

III. VENUE

9. Venue is proper in Alameda County because Defendants' unlawful actions occurred in this county and harmed BayLegal here. Cal. Code Civ. Proc. § 395.5.

IV. PARTIES

A. Plaintiff

10. Plaintiff BayLegal is a California nonprofit and the largest provider of free legal services for low-income residents of the seven Bay Area counties.

11. BayLegal's Consumer Practice provides legal information, advice, and representation to low-income consumers, particularly in connection to debt collection actions.

12. As explained further below, BayLegal has been injured by Defendants' conduct because it has been forced to divert its limited resources to identify and combat Defendants' practices, which interfere with BayLegal's organizational mission to assist low-income consumers in debt collection actions.

B. Defendants

13. The entities and individuals listed below acted individually and jointly with every other named Defendant in committing all actions alleged in this Complaint.

14. At all relevant times, each Defendant acted (a) as a principal, (b) under express or implied agency, and/or (c) with actual or ostensible authority to perform the acts alleged in this Complaint on behalf of every other named Defendant.

15. Each entity Defendant is the alter ego of its owner or owners and there is insufficient separation of identity between the owner(s) and the entity, and the owner(s) exercise(s) control over the assets and conduct of the entity, such that injustice would result to BayLegal in this matter if the corporate veil were to remain intact.

16. Defendants have engaged in a conspiracy, common enterprise, and common course of conduct, the purpose of which is and was to engage in the violations of law alleged in this Complaint. The conspiracy, common enterprise, and common course of conduct continue to the present.

1. Entities

17. Defendant Achievable Solutions, Inc. (“ASI”) is a California corporation primarily engaged in the business of buying and collecting on defaulted consumer debts. In its most recent filing with the California Secretary of State, ASI lists its principal place of business as 3579 E. Foothill Blvd. #546, Pasadena, CA 91107.

18. Defendant A-United Attorney Service, Inc. (“AUAS”) is a California corporation. In its January 2008 Statement of Information on file with the Secretary of State, AUAS lists its business services as “court filings, process service.” The most recent address provided for AUAS is 560 W. Main St., Suite C117, Alhambra, CA 91801. AUAS’s status is currently listed as “FTB Suspended.”

19. Defendant Sue Ya, Inc. is a California corporation primarily engaged in the business of buying and collecting on defaulted consumer debts. SueYa’s website states that its business “empowers consumers to file lawsuits, to issue eviction notices and to enforce legal judgments using our fully-integrated online platform,” “without having to learn the law or show up to court!” SueYa’s website states that SueYa purchased AUAS in 2018. SueYa lists its principal place of business as 3579 E. Foothill Blvd. #546, Pasadena, CA 91107.

20. Defendant Harris Law Group is an entity providing legal services in California. The address for Harris Law Group is 560 W. Main St., Suite C177, Alhambra, CA 91801. Harris Law Group is associated with Wendy M. Harris, an individual formerly licensed to practice law in

California under State Bar Number 170632. Harris was suspended by the California State Bar on April 21, 2021, following a disciplinary proceeding. Her status is listed as “inactive” as of May 21, 2021.

2. Individuals

21. Defendant Takashi Cheng is a natural person residing in California. ASI’s August 26, 2016 Articles of Incorporation names Cheng as ASI’s incorporator. In ASI’s most recent filings with the Secretary of State, Cheng is listed as ASI’s agent for service of process. The address provided for him is 3579 E. Foothill Blvd. #546, Pasadena, California 91107. Cheng is also listed as the incorporator and the most recent President of AUAS. Cheng is the incorporator, secretary, President, CEO, and CFO for SueYa.

22. Defendant Kiona Tchan AKA Kiona Yeung is a natural person residing in California. In ASI’s 2020 Statement of Information, Tchan is listed as the current Director and CFO of ASI. She is also identified as the CEO of AUAS in a 2005 filing. The address provided for Tchan is 3579 E. Foothill Blvd. #546, Pasadena, California 91107.

23. Defendant James Crawford is a natural or fictitious person residing in California. He is listed as the process server for documents ASI files in connection with debt collection actions. On the proofs of service he signs for ASI, Crawford provides AUAS’s name, address, and phone number as his contact information. Crawford’s Los Angeles process server registration number is listed as 3935, which is a registration number associated with AUAS and not with “James Crawford.”

24. Defendant Halil Hasic is a natural person residing in California. He is licensed to practice law in California under the State Bar Number 245251. Hasic represents ASI in debt collection actions under the name of Harris Law Group. Hasic’s State Bar profile lists his address as 21550 Oxnard St. Fl. 3, Woodland Hills, CA 91367.

V. ABUSIVE PRACTICES IN CONSUMER DEBT COLLECTION ACTIONS

25. Consumer judgments, even for relatively low amounts, have a significant impact on the lives of defendants. Such judgments are not subject to a statute of limitations. They accumulate

10% interest per year and can be freely assigned, renewed every 10 years in perpetuity, and enforced through wage garnishments, bank levies, and liens.

26. As one study that examined national debt collection trends wrote, these forced judicial collections hit low-income household budgets “like a bomb.”¹

27. Therefore, when granting a creditor judgment-collection powers on default, the California courts, “however burdened they be, . . . must vigilantly attend to their duty in connection with the default process, to act as gatekeeper, ensuring that only the appropriate claims get through.”²

A. Debt Collectors Deliberately File False Proofs of Service

28. A significant problem in debt collection litigation is the practice of “sewer service,” which is defined as “failing to serve a debtor and filing a fraudulent affidavit attesting to service so that when the debtor later fails to appear in court, a default judgment is entered against him.”³

29. Consumer advocates, state and local officials, and judges nationwide report that improper service of process is ubiquitous within the debt collection industry.⁴

30. One survey found that 71% of defendants in debt buyer cases were improperly served or not served at all.⁵

¹ Paul Kiel and Annie Waldman, *The Color of Debt: How Collection Suits Squeeze Black Neighborhoods*, Oct. 8, 2015, <https://www.propublica.org/article/debt-collection-lawsuits-squeeze-black-neighborhoods>.

² *Grappo v. McMills*, 11 Cal. App. 5th 996, 1000 (2017) (cleaned up).

³ *Freeman v. ABC Legal Servs., Inc.*, 827 F. Supp. 2d 1065, 1068 n.1 (N.D. Cal. 2011) (cleaned up).

⁴ Appleseed, *Due Process and Consumer Debt: Eliminating Barriers to Justice in Consumer Credit Cases*, at 12 (Feb. 2010), available at http://ny.appleseednetwork.org/LinkClick.aspx?fileticket=dFHdRj22C_XY%3d&tabid=252 (“Consumer debt litigants, court personnel, and judges all confirm that the number of default judgments entered because the defendant was not actually served is unacceptably high. Several interviewees maintain that defective service is the most prominent issue in consumer debt litigation.”).

⁵ Jon Liebowitz et al., Fed. Trade Comm’n, *Repairing a Broken System: Protecting Consumers in Debt Collection Litigation and Arbitration*, at 9 n. 23 (July 2010), available at <https://www.ftc.gov/sites/default/files/documents/reports/federal-trade-commission-bureau-consumer-protection-staff-report-repairing-broken-system-protecting/debtcollectionreport.pdf> [<https://perma.cc/57UH-DEJE>].

31. The federal Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et seq.*, was enacted to “eliminate abusive debt collection practices by debt collectors, to [e]nsure that those debt collectors who refrain from using abusive debt collection practices are not competitively disadvantaged, and to promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692(e).

32. Similarly, California’s Rosenthal Fair Debt Collection Practices Act (“RFDCPA” or “Rosenthal Act”), Cal. Civ. Code § 1788 *et seq.*, is intended to “prohibit debt collectors from engaging in unfair or deceptive acts or practices in the collection of consumer debts and to require debtors to act fairly in entering into and honoring such debts . . .” Cal. Civ. Code § 1788.1.

33. Courts have held that allegations of sewer service are sufficient to state a claim under the FDCPA and Rosenthal Act.⁶

B. Debt Buyers File Collection Cases Despite Lacking Essential Evidence

34. Debt buyers purchase delinquent debts from banks and other original creditors for pennies on the dollar.⁷ Sometimes, the new owners try to collect on the debt themselves. Often, they turn around and sell the debt to another debt buyer. Delinquent debts can thus be bought and resold multiple times before anyone files a collection lawsuit.

35. When debts are bought and resold *en masse* over a period of years, critical documentation about the debts (such as information about the borrower and the amount owed) is often not passed along with the new ownership. Instead, “debts are sold with limited documentation and what little

⁶ See, e.g., *Freeman*, 827 F. Supp. 2d at 1075; *Holmes v. Elec. Document Processing, Inc.*, 966 F. Supp. 2d 925, 934 (N.D. Cal. 2013) (holding that plaintiff adequately stated a claim under the FDCPA and Rosenthal Act based on the defendants allegedly filing fraudulent affidavits of service); *Bowens v. LR Credit 10, LLC*, 2011 WL 6208303, at *3 (W.D.N.Y., Dec. 14, 2011) (“[F]ailing to serve process and perjuring affidavits of service . . . violates the FDCPA.”).

⁷ An analysis by the Federal Trade Commission found that debt buyers pay an average of four cents for each dollar of debt. See Jon Leibowitz et al., Fed. Trade Comm’n, *The Structure and Practices of the Debt Buying Industry*, at 23 (Jan. 2013), available at <https://www.ftc.gov/sites/default/files/documents/reports/structure-and-practices-debt-buying-industry/debtbuyingreport.pdf> [<https://perma.cc/R8N4-9XY7>].

information is shared is sold ‘as is,’ without any guarantees that the information about the borrower or amount owed is accurate.”⁸

36. In one study, the Federal Trade Commission analyzed over 5 million accounts and found that debt buyers received documentation for only about 6% of accounts at the time of purchase.⁹

37. As a result, debt buyers often file debt collection lawsuits based on inadequate or incomplete documentation that does not accurately report information about the consumer or the debt allegedly owed.¹⁰ Even worse, “some debt collectors file lawsuits despite knowing that they do not have sufficient evidence to establish that they own the debt.”¹¹ Without such evidence, debt collectors do not have standing to collect on the debts allegedly owed and cannot meet their burden of proof on the merits of collection cases.

38. The California Legislature has determined that the validity of evidence—or lack thereof—submitted in support of default judgments is a “significant focus of public concern,” particularly in the context of high-volume, “assembly-line” consumer collection litigation by debt buyers.¹² Thus, in 2013, the Legislature enacted the California Fair Debt Buying Practices Act (“FDBPA”), Cal. Civ. Code §§ 1788.50 *et seq.*, to set evidentiary standards for debt buyers who file collection lawsuits.

39. The FDBPA requires debt buyers to possess, maintain, and produce specific documents and information in order to collect, sue, or obtain a default judgment on a consumer debt. Cal. Civ. Code §§ 1788.52, 1788.58, 1788.60. These records must include information about the debt and its ownership, among other details. Cal. Civ. Code § 1788.52.

⁸ Lisa Stifler, *Debt in the Courts: The Scourge of Abusive Debt Collection Litigation and Possible Policy Solutions*, 11 Harv. L. & Pol’y Rev. 91, 97 (2017).

⁹ *The Structure and Practices of the Debt Buying Industry*, *supra* note 7, at 35 n. 150.

¹⁰ *See* Stifler, *supra* note 8, at 100-103.

¹¹ *Id.* at 102.

¹² California Sen. Bill No. 233 (2013-2014 Reg. Sess).

40. Additionally, a debt buyer must possess either a signed contract or a document that was provided to the debtor while the account was active (e.g., an account statement). Cal. Civ. Code §§ 1788.52(b), 1788.60(b). The debt buyer must attach this document to the complaint in a collection action. Cal. Civ. Code § 1788.58(b). The debt buyer must also authenticate the document and business records sufficient to establish other allegations mandated by the FDBPA to obtain a judgment in the action. Cal. Civ. Code § 1788.60(a), (b).

VI. CASE BACKGROUND

A. Facts

41. Defendants are closely intertwined individuals and businesses that conspire to obtain default state court judgments against California consumers through illegal and fraudulent means.

42. Specifically, Defendants purchase defaulted debts, especially debts accrued in connection to small-dollar, high-interest loans. When Defendants file collection lawsuits based on these debts, they intentionally fail to serve the defendants in those actions with a copy of the summons and complaint. Defendants nevertheless file proofs of service and falsely attest (under penalty of perjury) that the defendant consumers have been properly served. Defendants then seek, and usually obtain, default judgments. Their motions for default judgments are supported by the perjured proofs of service and on false or misleading declarations and unauthenticated documents.

43. These practices enable Defendants to obtain default judgments based on woefully insufficient evidence without consumer defendants learning about the lawsuits against them until after a judgment has been entered.

44. Defendants' illegal, profitmongering scheme has persisted because the same few individuals control all the relevant actors—the debt collection company, its process service agency, and even the law firm who prosecutes the collection cases.

45. The facts provided below show how Defendants have acted in concert with each other to perpetrate this scheme through numerous unethical, illegal, and fraudulent practices.

1 **1. Defendants Are Closely Connected by a Web of Agency Relationships**

2 46. Defendants are several entities and persons with numerous close connections to each
3 other.

4 47. Cheng holds multiple officer positions in ASI, AUAS, and SueYa. Cheng is the
5 incorporator of and agent for service of process for ASI, which is the plaintiff and assignee in each
6 debt collection action at issue in this case. In addition, Cheng is the incorporator and President of
7 AUAS, the entity under whose name the consumer defendants are allegedly served. Cheng is the
8 CEO, CFO, and Secretary of SueYa, the entity that acquired AUAS in 2018. Finally, Cheng is
9 listed as SueYa's agent for service of process.

10 48. Tchan is also an officer of both ASI and AUAS. She serves as the Director and CFO of
11 ASI and as the CEO of AUAS.

12 49. Common ownership of ASI and AUAS allows ASI to obtain default judgments by
13 intentionally failing to properly serve defendants. This improper service is then "verified" through
14 AUAS, a "registered" process service agency that is actually just another agent of ASI, which
15 disguises the improper service under a façade of compliance with the applicable service laws.

16 50. Harris Law Group, the legal entity representing ASI in these actions, operates at the same
17 address as AUAS, although from a different suite number (#177 instead of #117). Further, Harris
18 Law Group's website, "thatislegal.com," was registered by AUAS.

19 51. The close ties between Harris Law Group and AUAS evidence collusion between those
20 entities. ASI's use of an attorney who is actually an agent of, or co-conspirator with, ASI and
21 AUAS allows Defendants to obtain default judgments through fraudulent means without
22 interference by an unaffected legal representative.

23 **2. Defendants Conspire to Defraud California Courts and Consumers**

24 52. As described above, Defendants are closely connected through common ownership and
25 agency relationships. These connections permit Defendants to perpetuate a scheme of mass fraud
26 in debt collection actions while evading scrutiny for their actions. The scheme is perpetrated as
27 follows.

53. ASI buys defaulted debt and prosecutes debt collection actions. Between October 21, 2019 and March 12, 2020, ASI filed 37 lawsuits in San Francisco Superior Court. In the complaints for each of these lawsuits, ASI alleged that it was a “debt buyer” and an assignee of a consumer debt owed to a high-cost lender called LoanMe, Inc. ASI asserts that it is the fifth successive assignee of the accounts, having purchased them from a preceding debt buyer in December 2018.

54. In each of these cases, ASI seeks to enforce high-cost consumer loans with an annual percentage rate between 99% and 184%.

55. In connection with each lawsuit, ASI—through its legal counsel, Hasic and Harris Law Group—files a proof of service attesting that the defendant consumer has been served with a copy of the summons and complaint. All proofs of service are signed by James Crawford, operating under the name and Los Angeles County process server registration number of AUAS.

56. As set forth below, there are numerous indications that AUAS and Crawford intentionally fail to serve the defendants in these debt collection actions. Nevertheless, ASI and its attorney(s) file proofs of service that falsely state that service has been completed. ASI and its counsel know that the consumers have not actually been served, or even facilitate/direct the creation of the false proofs of service.

57. After filing the fraudulent proofs of service, ASI and its counsel then request and obtain default judgments against the unknowing consumers. In support of its requests for default judgment, ASI files legally insufficient, misleading, or false declarations and other documentation.

58. The following sections lay out (1) Defendants’ practice of fabricating and filing fraudulent proofs of service in violation of the FDCPA and Rosenthal Act and (2) Defendants’ practice of submitting false or misleading declarations in support of their motions for default judgment in violation of the FDBPA. These actions are unlawful within the meaning of California’s Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 *et seq.* As explained further below, Defendants’ scheme also constitutes unfair and fraudulent conduct under the UCL.

a. Defendants File False Proofs of Service Under Penalty of Perjury

59. There is ample evidence that the proofs of service filed in the challenged debt collection actions are deliberately fabricated. ASI filed a proof of service in 36 of the 37 lawsuits it brought between October 21, 2019 and March 12, 2020 in San Francisco Superior Court. These proofs of service are, when examined collectively, improbably similar and facially indicative of fraud.

60. *Every one* of the 36 proofs of service filed in ASI's San Francisco Superior Court debt collection lawsuits:

- Is signed by a "registered California process server" named "James Crawford" with a listed Los Angeles County process server registration number of 3935. This process server registration number is assigned to Defendant AUAS, and not to "James Crawford." "James Crawford" signs each of the proofs of service, under penalty of perjury, with an "X":

Date: 02/08/2020

James Crawford

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)



(SIGNATURE)

- Alleges substitute service rather than personal service and names the person served as either "John Doe" or "Jane Doe" and describes them as a "Co-occupant."
- Describes the person served as either a "Male Hispanic" or "Female Hispanic" in their "Late 30's" or "Late 40's," with "Brown Eyes" and either "Black Hair or Brown Hair."

61. *Every one* of the 36 cases for which ASI filed a proof of service in San Francisco Superior Court resulted in a default judgment against the defendant. No defendant responded to or appeared in any of these actions, other than the case in which BayLegal represented a defendant in a motion to set aside his default judgment.

62. A review of ASI's case filings in Alameda and Santa Clara County¹³ shows similarly disturbing indications of fraudulent service.

¹³ San Francisco, Alameda, and Santa Clara County are the only Bay Area counties for which BayLegal could review Defendants' court filings. BayLegal is informed and believes that Defendants engage in these practices throughout the entire state.

63. ASI filed 100 lawsuits in Alameda County Superior Court and 79 in Santa Clara Superior Court between October 7, 2019 and May 22, 2020. Each of these cases was on a high interest loan allegedly originated by LoanMe. ASI filed proofs of service in all but six of these cases. As in the San Francisco Superior Court cases:

- Each proof of service was signed with an “X” by “James Crawford” using the Los Angeles County process server registration assigned to AUAS.
- Each proof of service alleges substitute rather than personal service.
- No defendant ever appeared in the lawsuit after allegedly being served.

64. Additionally, as in San Francisco, every proof of service ASI filed in Alameda County during this period names the person served as either “John Doe” or “Jane Doe” and describes them as either a “Male Hispanic” or “Female Hispanic” in their “Late 30’s” or “Late 40’s,” with “Brown Eyes” and either “Black Hair” or “Brown Hair.”

65. ASI’s attestations of proper service are not only extraordinarily improbable, but often physically impossible. For example, before 4:00 p.m. on January 25, 2020, “James Crawford” allegedly:

- Attempted service at Chinook Ct. in San Francisco at 7:00 am. (SF Sup. Ct. Case No. CGC-19-581292)
- Traveled approximately **43 miles (in 31 minutes)** to attempt service on Heath St. in Milpitas at 7:31 am. (Santa Clara Sup. Ct. Case No. 19CV360408)
- Returned approximately **49 miles (in 5 minutes)** to San Francisco to attempt service on Sanches St. at 7:36 am. (SF Sup. Ct. Case No. CGC-19-581315)
- Traveled approximately **32 miles (in 20 minutes)** to Sleepy Hollow Ln. in Hayward to attempt service at 7:56 am. (Alameda Sup. Ct. Case No. HG19046185)
- Returned approximately **30 miles (in 3 minutes)** to San Jose to attempt service on Lancelot Ln. at 7:59 am. (Santa Clara Sup. Ct. Case No. 19CV359768)
- Traveled approximately **28 miles** to Peterman Ln. in Hayward at 9:19 am. (Alameda Sup. Ct. Case No. HG19045774)

- Returned approximately **25 miles (in 11 minutes)** to Easton Pl. in San Jose to complete substitute service at 9:40 am. (Santa Clara Sup. Ct. Case No. 19CV359046)
- Returned approximately **28 miles** to Hayward to complete substitute service on Alice St. at 10:16 am. (Alameda Sup. Ct. Case No. HG19048071)
- Traveled approximately **33 miles** back to San Jose to attempt service on Glenrio Dr. at 11:12 am. (Santa Clara Sup. Ct. Case No. 19360932)
- Traveled approximately **50 miles** to Berkeley to attempt service on Otis St. at 3:19 p.m. (Alameda Sup. Ct. Case No. RG19048336)
- Traveled approximately **41 miles (in 25 minutes)** to Palo Alto to attempt service on Lupine Ave. at 3:44 pm. (Santa Clara Sup. Ct. Case No. 19CV359875)

In another example, **in less than one hour** on the morning of March 15, 2020, “James Crawford” allegedly:

- Completed substitute service on Palm Valley Blvd. in San Jose at 7:00 am. (Santa Clara Sup. Ct. Case No. 20CV362691)
- Traveled approximately **19 miles (in 10 minutes)** to completed substitute service on Duff Ct. in Sunnyvale at 7:10 am. (Santa Clara Sup. Ct. Case No. 20CV362383)
- **Simultaneously** attempted service, also at 7:10 am, **30 miles away** on Harvest Rd. in Pleasanton. (Alameda Sup. Ct. Case No. HG20054569)
- Returned **31 miles** to Terra Cotta Dr. in San Jose to attempt service at 7:37 am. (Santa Clara Sup. Ct. Case No. 20CV364724)

66. On its own, each individual claim of service would appear plausible to a clerk or judge examining it. Even Defendants’ claims of service within each judicial district are perhaps possible. When viewed in totality, however, Defendants’ attestations of service are clearly fraudulent. Further, none of the alleged services resulted in an appearance by any consumer defendant.

67. Defendants know that courts rely on proofs of service signed under penalty of perjury. Defendants assume that courts will not cross-reference their allegations of proper service to those

in other cases and will certainly not cross-reference their activities in other jurisdictions. Thus, Defendants exploit and manipulate the normal operation of California’s overburdened courts to obtain fraudulent default judgments with only the barest effort at subterfuge.

68. Defendants’ practice of intentionally failing to serve defendants in debt collection actions violates federal and state fair debt collection laws:

- a. Section 1692d of the FDCPA prohibits debt collectors from engaging in “any conduct the natural consequence of which is to harass, oppress, or abuse any person in connection with the collection of a debt.” 15 U.S.C. § 1692d.
- b. Section 1692e broadly prohibits debt collectors from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt.” 15 U.S.C. § 1692e.
- c. Section 1692f prohibits the use of “unfair or unconscionable means to collect or attempt to collect any debt.” 15 U.S.C. § 1692f.
- d. Numerous federal courts have held that allegations of sewer service adequately state a claim for violation of these FDCPA provisions.¹⁴
- e. The Rosenthal Act incorporates many provisions of the FDCPA, including sections 1692d, 1692e, and 1692f, cited above. Cal. Civ. Code § 1788.17. Therefore, a violation of those provisions is also a violation of the Rosenthal Act.¹⁵
- f. Further, the Rosenthal Act also explicitly prohibits debt collectors from “collect[ing] or attempt[ing] to collect a consumer debt by means of judicial proceedings when the debt

¹⁴ See, e.g., *Holmes*, 966 F. Supp. 2d at 934-35 (holding that a plaintiff adequately stated a claim under sections 1692d, 1692e, and 1692f based on the defendants allegedly filing fraudulent affidavits of service); *Freeman*, 827 F. Supp. 2d at 1075-76 (same); *Bowens*, 2011 U.S. Dist. LEXIS 143737, at *9 (“[F]ailing to serve process and perjury affidavits of service . . . violates the FDCPA.”); *Spiegel v. Judicial Atty. Servs.*, No. 09-cv-7163, 2011 U.S. Dist. LEXIS 9350, at *1 (N.D. Ill. Feb. 1, 2011) (denying motion for summary judgment where sewer service was alleged to violate the FDCPA).

¹⁵ *Best v. Ocwen Loan Servicing, LLC*, 64 Cal. App. 5th 568, 576 (2021) (“[The Rosenthal Act] incorporates the FDCPA, so that a violation of the FDCPA is per se a violation of the Rosenthal Act.”).

collector knows that service of process, where essential to jurisdiction over the debtor or his property, has not been legally effected.” Cal. Civ. Code § 1788.15(a).

69. As set forth further below, Defendants’ violations of these laws constitute unfair and deceptive business practices within the meaning of the UCL.

**b. ASI Submits False or Misleading Declarations and Documentation
in Support of Its Motions for Default Judgment**

70. In addition to ASI’s clear use of sewer service, its litigation activity on its portfolio of high-interest, charged-off accounts does not remotely comply with the FDBPA’s evidentiary requirements and has numerous indicia of outright fraud.

71. First, the FDBPA mandates that a debt buyer must attach to its complaint either a signed contract or a document provided to the debtor while the account was active. Cal. Civ. Code §§ 1788.52(b), 1788.58(b). In most (if not all) of the of the LoanMe account lawsuits it filed between October 2019 and May 2020, ASI filed only an unsigned contract. It never filed any documents that were provided to the consumer while the account was active.

72. Additionally, to obtain a judgment in a collection action, a debt buyer must authenticate the signed contract and other allegations, including the debt balance on charge off and date of last payment, through a sworn declaration. Cal. Civ. Code § 1788.60(a), (b). ASI filed nearly identical declarations in support of default judgment in each of the cases it filed on LoanMe accounts. These declarations are signed by ASI’s alleged custodian of records, Mia Adamson, and fail to meet even the barest standards of authentication mandated by the FDBPA.

73. For example, as an exhibit to Ms. Adamson’s declaration, ASI submitted the same unsigned contract it attached to the complaint, supported only by a conclusory statement that, “[i]n accordance with regular due diligence business practices, I confirmed that each LoanMe promissory note is an electronic document that is fully compliant with all applicable lending disclosures and the Electronic Signatures in Global and National Commerce Act (E-SIGN)”

74. Ms. Adamson also states that she “personally conferred with Cesar Guzman, Vice President of Loan Servicing at LoanMe and person most knowledgeable, about the validity and

accuracy of the business records that were transmitted to Plaintiff, including those business records pertaining to Defendant,” and that “[b]ased on my experience with LoanMe’s person most knowledgeable and the review of the business records, I can now personally attest to the authenticity and accuracy of LoanMe’s business records in my possession”

75. California courts have consistently held that a third party can only authenticate another party’s business records if he or she is able to “attest to various attributes of the records relevant to their authenticity and trustworthiness.”¹⁶

76. Ms. Adamson’s cursory and vague statements do not provide any information about “various attributes of the records relevant to their authenticity and trustworthiness.”¹⁷ Nor do they contain “evidence as to how [the record] was prepared or what sources of information they were based on.”¹⁸ Ms. Adamson’s statements are therefore insufficient to authenticate the documents ASI submits in support of default judgment.

77. Even worse, there is evidence that Ms. Adamson’s sworn statements are simply false. She claims to have personally conferred with Cesar Guzman, Vice President of Servicing for LoanMe, to authenticate the submitted documents. Mr. Guzman’s LinkedIn profile, however, states that he left LoanMe in December 2017. According to its complaints, ASI did not purchase the LoanMe accounts until December 2018. Thus, Ms. Adamson could not have conferred with Mr. Guzman while he was employed by LoanMe.

¹⁶ *Cooley v. Sup. Ct. of Los Angeles County*, 140 Cal. App. 4th 1039, 1044 (2006); *see also* *Midland Funding LLC v. Romero*, 5 Cal. App. 5th Supp. 1, 9 (Cal. App. Dep’t Super. Ct. 2016) (consumer debt buyer failed to properly authenticate business records where its third-party declaration provided “no evidence regarding the mode of preparation or other information indicating trustworthiness”); *Remington v. Hamedani*, 55 Cal. App. 4th 1033, 1036 (1997) (holding documents inadmissible because the plaintiff presented no evidence of recordkeeping practices of the bank during the period allegedly recorded on the note ledger); *Edward Taggart v. Super Seer Corp.*, 33 Cal. App. 4th 1697, 1706 (1995) (holding that reports failed to qualify as business records because the declaration contained no evidence as to how they were prepared or what sources of information they were based on).

¹⁷ *Cooley*, 140 Cal. App. 4th at 1044.

¹⁸ *Edward Taggart*, 33 Cal. App. 4th at 1706.

78. Defendants’ use of false proofs of service and false or inadequate declarations to obtain final, enforceable judgments defrauds the Court, undermines its reputation as an impartial arbiter of claims, and manipulates it into becoming an unwitting participant in Defendants’ patently illegal scheme.

3. Crawford, Hasic, and Harris Law Group Violate Other Laws and Regulations in Furtherance of Defendants’ Scheme

79. As described above, Defendants file fraudulent proofs of service and legally insufficient declarations in violation of the FDCPA, the FDBPA, and the Rosenthal Act. Further, Crawford, Harris Law Group, and Hasic’s participation in Defendants’ illegal scheme violates numerous other laws and regulations. These unlawful activities also constitute unfair business practices within the meaning of the UCL.

a. Defendant Crawford

80. As an initial matter, there are significant indicia that “Crawford” is a fictitious person whose name is merely stamped on ASI’s proofs of service to provide the illusion that defendant consumers have been properly served. For the reasons described above, BayLegal asserts and alleges that these consumer defendants are never served. Accordingly, there is no need for Defendants to employ an actual person for the sole purpose of signing fraudulent proofs of service.

81. Further, Crawford signs each proof of service with only an “X” rather than an identifiable name, which would allow Defendants to more easily disguise the fact that no such person exists.

82. Finally, Crawford operates under the Los Angeles process server registration number 3935. This registration number is associated with AUAS and not with “James Crawford.” The same registration number is used in different counties by other individuals purportedly operating under AUAS.¹⁹ Thus, Crawford’s existence cannot be verified by registration records.

¹⁹ See, e.g., *Achievable Solutions, Inc. v. Loera, Jr.*, No. CIVDS2002411, San Bernardino Sup. Ct., Proof of Service dated June 16, 2020 (listing the registered process server as Shelly Kajiki, operating under registration number 3935).

83. If Crawford is instead an actual person, he commits perjury every time that he signs a false proof of service. Committing or suborning perjury is a felony in California. Cal. Penal Code § 118(a).

84. Additionally, Crawford violates the laws regulating process servers and falsely represents that he is a registered process server when he is not. Individuals who complete more than 10 services of process for compensation in one calendar year are required to register as process servers. Cal. Bus. & Prof. Code § 22350. It is not sufficient for individuals to be employed by a process service agency, which must separately register as a process server. *Id.* In other words, individual process servers who complete more than 10 proofs of service in a year may not operate under a catch-all entity number; they must register and obtain their own registration numbers.

85. As explained above, Crawford allegedly completed dozens of services within one year and is therefore required to register as a process server. However, BayLegal has not been able to find any record of a registered process server named “James Crawford.” On the proofs of service he purportedly signs, Crawford only provides the registration number is associated with AUAS. Other individuals use the same registration number, proving that the number is not unique to Crawford. Crawford therefore falsely represents—under penalty of perjury—that he is a registered process server when he is not.

b. Defendants Harris Law Group and Halil Hasic

86. In addition to the conduct described above, Harris Law Group and Halil Hasic violate other laws, regulations, and the California State Bar’s Rules of Professional Conduct by participating in Defendants’ illegal scheme.

87. First, section 6077.5 of the Business and Professions Code provides that attorneys who are “employed primarily to assist in the collection of a consumer debt owed to another . . . shall comply with . . . [t]he obligations imposed on debt collectors by” Article 2 of the Rosenthal Act. Harris Law Group and Hasic represent ASI in each of the challenged debt collection actions. As outlined above, each Defendant knowingly participates in a scheme to fabricate and file false

1 proofs of service in these cases. This conduct violates sections 1788.15(a) and 1788.17 of the
2 Rosenthal Act.

3 88. Second, section 6128(a) of the Business and Professions Code provides that “[e]very
4 attorney is guilty of a misdemeanor who either . . . [i]s guilty of any deceit or collusion, or
5 consents to any deceit or collusion, with intent to deceive the court or any party.” Harris Law
6 Group and Hasic violate this statute by colluding with the other Defendants and/or consenting to
7 their collusion with the intent to deceive the court.

8 89. Third, section 6106 of the Business and Professions Code provides that “[t]he commission
9 of any act [by an attorney] involving moral turpitude, dishonesty or corruption, whether the act is
10 committed in the course of his relations as an attorney or otherwise, and whether the act is a felony
11 or misdemeanor or not, constitutes a cause for disbarment or suspension.” Harris Law Group and
12 Hasic violate this provision by knowingly participating in and facilitating Defendants’ fraud on the
13 court.

14 90. Fourth, section 128.7 of the Code of Civil Procedure provides that an attorney who
15 presents to the court any “pleading, petition, written notice of motion or other similar paper” is
16 “certifying that to the best of the person’s knowledge, information, and belief” that the document
17 is not being presented for an improper purpose. Cal. Civ. Proc. Code § 128.7. As described above,
18 Harris Law Group and Hasic have violated and continue to violate section 128.7 by filing proofs
19 of service with the court that they know contain false statements of fact and by filing declarations
20 in support of default judgment that do not comply with the FDBPA.

21 91. Fifth, Rule of Professional Conduct 3.3 requires candor toward the tribunal and prohibits
22 knowingly making a false statement to the Court or offering the Court evidence that the lawyer
23 knows to be false. Harris Law Group and Hasic violate this Rule by presenting affidavits of
24 service that they know are false, as well as declarations they know contain false and misleading
25 statements.

26 92. Finally, Rule of Professional Conduct 7.1 prohibits “false or misleading communication[s]
27 about the lawyer or the lawyer’s services” and “governs all communications of any type
28

whatsoever about the lawyer or the lawyer’s services.” Rule 7.2 requires that all attorney communications “shall include the name and address of at least one lawyer or law firm responsible for its content.” A website operated by a law firm is a communication about legal services and therefore must list at least one attorney responsible for the communication. The website for Harris Law Group, “thatislegal.com,” does not identify any attorneys associated with that law practice. Harris Law Group’s violation of Rules 7.1 and 7.2 allows the firm to participate in Defendants’ scheme without clearly identifying the specific attorneys who are responsible for that conduct.

93. Further, there are indications that no attorneys actually serve as authorized legal representatives of Harris Law Group. Harris Law Group is associated with Wendy M. Harris, an individual formerly licensed to practice law in California under State Bar Number 170632. Harris was suspended by the California State Bar on April 21, 2021, following a disciplinary proceeding. Her status has been listed as “inactive” from May 21, 2021 to the present. While attorney Halil Hasic files legal documents on behalf ASI under the Harris Law Group name, his State Bar profile does not indicate any connection to that entity. Instead, his listed email address is associated with the accounting firm, Gedeon Law & CPA. BayLegal has been unable to identify any documents other than court filings that associate Hasic with Harris Law Group and has not found any other attorneys operating under the Harris Law Group name.

B. Impact on BayLegal

94. BayLegal’s Consumer Practice provides legal services to low-income Bay Area residents who are experiencing financial distress from debt collection and credit reporting. Although BayLegal sometimes directly represents consumers who have been sued by creditors and debt buyers, it largely assists such consumers through weekly self-help clinics.

95. A significant percentage of BayLegal’s clinic work involves helping self-represented defendants in debt collection actions prepare answers and discovery responses so that they can avoid default judgments and defend their cases on the merits. BayLegal also helps financially vulnerable defendant consumers after judgment has been entered against them by completing Claim of Exemption forms in response to bank levies or wage garnishment orders.

96. The self-help services described above can generally be completed within a single clinic appointment of one to one and a half hours. However, if a court has already entered a default judgment against a collection defendant, then the only recourse is to file a motion to set aside the default. This process can take significantly more time for BayLegal attorneys, who must investigate the reasons for the default, write thorough and legally supported motions to set aside, and prepare detailed declarations.

97. BayLegal first became aware of ASI's practices in February 2021 when John Chambers, a defendant in an ASI lawsuit, attended one of BayLegal's clinics and explained that a default judgment had been entered against him. He was never served with the summons and complaint. He only learned about the case when he received a notice from the court in the mail, after the judgment had already been entered.

98. The substitute service declaration that ASI submitted in Mr. Chambers' case matches the profile of the other declarations described above. It states that the summons and complaint was served on "John Doe (Male, Hispanic, Late 40's, Black Hair, 5'4", 173 lbs., Brown Eyes)" and says that this person is a "Co-Occupant" of Mr. Chambers' household.

99. Mr. Chambers is a 54-year-old white man who lives with his adult son. His son is also a white man and is 24 years old, 5 feet 11 inches with blue eyes and dark brown hair. Neither Mr. Chambers nor his son matches the description of the person who was allegedly served. Further, Mr. Chambers and his son do not have any co-occupants, much less a co-occupant like the one described. They do not recognize the individual described in the proof of service.

100. BayLegal substituted into Mr. Chambers' case and brought a motion to set aside based on: (1) ASI's failure to comply with evidentiary and authentication requirements for default judgment under the FDBPA and (2) ASI's failure to serve Mr. Chambers with the summons and complaint. On August 25, 2021, the Court granted the unopposed motion to set aside the default judgment. On October 22, 2021, the Court granted Mr. Chambers' unopposed motion to quash the service and dismiss the case with prejudice.

101. BayLegal spent more than 20 hours representing Mr. Chambers in connection to the wrongfully obtained judgment. Aside from the time Mr. Chambers' attorneys spent on the case, which BayLegal paid for in the form of salaries, BayLegal lost other money including the cost of printing the two motions, postage for mail service, and mailing supplies. BayLegal also made a records request to the Los Angeles County Recorder to investigate whether James Crawford is a registered process server. BayLegal paid for the records search, copies of the responsive documents, and the cost of sending the request via certified mail.

102. Throughout the representation, BayLegal attempted to contact Hasic, counsel of record for ASI, to meet and confer and avoid the need for motion practice. Although BayLegal received several email responses from a non-attorney collection agent at the attorney's email address, BayLegal never was able to reach Hasic.

103. BayLegal does not represent consumer defendants as a matter of course. Most debt collection actions are limited and relatively short proceedings with minimal discovery and few court appearances. Many consumers can participate in their cases using only BayLegal's self-help services. However, cases like Mr. Chambers', where default judgment was obtained based on fraud and violations of the FDBPA, cannot be handled on a clinic self-help basis. The motion work required in such cases requires detailed knowledge of the FDBPA evidentiary requirements and extensive factual research into the false averments of service. Thus, BayLegal must expend significant resources, apart from and in addition to its usual practice, to substitute into such cases and set aside wrongfully obtained judgments.

104. If Defendants had properly provided notice of the lawsuit to Mr. Chambers, then BayLegal would have instead used its resources to help Mr. Chambers defend the case on its merits, refer him to credit counseling and other financial assistance services, and assist other clinic participants with their consumer credit issues.

105. After discovering the sheer scope of Defendants' unlawful conduct in Mr. Chambers' case, BayLegal started a new project aimed at identifying and combating similar abuses of the debt collection process, by Defendants and others. Defendants' conduct has thus forced BayLegal to

divert resources away from its practice of assisting self-represented consumers with debt collection actions.

106. Finally, Defendants’ scheme frustrates BayLegal’s organizational mission to provide legal services and information to low-income consumers. Without notice of the lawsuits against them, consumers are deprived of the opportunity to seek counseling and assistance from BayLegal, which impairs BayLegal’s interest in providing free legal services to low-income consumers in the Bay Area.

107. BayLegal brings this case in the public interest to enjoin Defendants’ unlawful, unfair, and fraudulent business practices. BayLegal does not seek any relief greater than or different from the injunction meant to protect the rights of vulnerable California consumers. If successful, this action will enforce an important right affecting the public interest and will confer a significant benefit on many low-income consumers. Private enforcement is necessary and places a disproportionate financial burden on BayLegal in relation to BayLegal’s stake in the matter.

FIRST CAUSE OF ACTION (AGAINST ALL DEFENDANTS)

Violations of Cal. Bus. & Prof. Code § 17200 *et seq.*

(Unfair Competition Law)

108. Under the UCL, “there are three varieties of unfair competition: practices which are unlawful, unfair or fraudulent.”²⁰ Defendants’ unethical, illegal, and fraudulent practices constitute all three varieties of unfair competition.

109. Defendants’ practices are unlawful because they violate numerous laws, regulations, and rules of professional conduct, including:

- a. Sections 1692d, 1692e, 1692f of the FDCPA, which prohibit debt collectors from using harassing, abusive, false, deceptive, misleading, unfair, or unconscionable means to collect debts;
- b. Section 1788.17 of the Rosenthal Act, which incorporates the cited FDCPA provisions;

²⁰ *Daugherty v. American Honda Motor Co., Inc.*, 144 Cal. App. 4th 824, 837 (2006).

- c. Section 1788.15(a) of the Rosenthal Act, which prohibits debt collectors from attempting to use judicial proceedings to collect a debt when the collector knows that service of process has not been effected;
- d. Sections 1788.52(b) and 1788.58(b) of the FDBPA, which require debt collectors to attach to a complaint either a signed contract or a copy of a document provided to the consumer while the account was active;
- e. Sections 1788.58(a) and 1788.60(a) of the FDBPA, which require debt collectors to authenticate business records by a sworn declaration prior to obtaining default judgment;
- f. Section 22350(a) of the Business & Professions Code, which requires individuals who complete 10 or more services of process within California during one calendar year to register as a process server;
- g. Section 6077.5(a) of the Business & Professions Code, which requires attorneys who are employed to assist in debt collections to comply with the above-cited provisions of the Rosenthal Act;
- h. Section 6128(a) of the Business & Professions Code, which prohibits attorneys from using deceit or collusion, or consenting to such, with intent to deceive the court or any party;
- i. Section 6106 of the Business & Professions Code, which prohibits attorneys from committing any acts of moral turpitude, dishonesty, or corruption;
- j. Section 128.7 of the Code of Civil Procedure, which requires attorneys who file any pleadings, petitions, or motions in court to certify to the best of their ability that the document is not being presented for an improper purpose;
- k. Rule of Professional Conduct 3.3, which requires candor toward the tribunal and prohibits knowingly making a false statement to the Court or offering the Court evidence that the lawyer knows to be false;
- l. Rules of Professional Conduct 7.1-7.5, which require communications from a lawyer to clearly identify at least one member of the bar who is responsible for the communication; and

1 m. Section 118(a) of the Penal Code, which prohibits committing or suborning perjury.

2 110. Defendants' practices are unfair because they violate established public policies to protect
3 consumers from abusive and deceptive debt collection practices. These public policies are tethered
4 to the specific laws and regulations cited above. Additionally, or in the alternative, Defendants'
5 practices are unfair because they are immoral, unethical, oppressive, unscrupulous, or substantially
6 injurious to consumers. Defendants' conduct has no utility and causes grave harm to consumers,
7 the courts, and BayLegal. Additionally, or in the alternative, Defendants' practices are unfair
8 because they cause substantial injury to consumers, those injuries are not outweighed by any
9 countervailing benefits to consumers or competition, and consumers cannot reasonably avoid such
10 injuries on their own.

11 111. Defendants' practices are fraudulent because Defendants make false or misleading
12 representations that are likely to deceive members of the public, including but not limited to:

- 13 a. That Crawford is a registered process server, when he is not;
- 14 b. That Crawford and AUAS properly serve defendants in ASI's debt collection litigation,
15 when those Defendants deliberately fail to complete service;
- 16 c. That ASI has adequate documentation to collect on consumer debts, when it does not;
- 17 d. That ASI's agent Mia Adamson spoke with any representative of LoanMe to verify the
18 accounts on which ASI is attempting to collect; and
- 19 e. That ASI's court filings are being presented for a proper purpose, when in fact such filings
20 are made solely to facilitate Defendants' scheme of obtaining unopposed judgments and to
21 deprive consumers of the opportunity to defend themselves in court.

22 112. BayLegal has lost money due to Defendants' unfair business practices, including staff time
23 that would have otherwise been devoted to BayLegal's usual advocacy efforts and the costs of suit
24 in Mr. Chambers' case.

25 113. Given the extent of Defendants' conduct, the large number of lawsuits filed by ASI that
26 contain the deficiencies identified in this Complaint, and the multitude of indicators that
27 Defendants knowingly engage in such conduct, it is implausible that Defendants' conduct will
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1 simply stop absent legal intervention. Accordingly, Defendants' unlawful practices will probably
2 reoccur unless the court grants the requested injunctive relief.

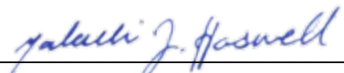
3 **PRAYER FOR RELIEF**

4 BayLegal requests that the court grant the following relief:

- 5 1. A permanent injunction enjoining Defendants and their successors, agents, representatives,
6 employees, and all persons who act in concert with them from engaging in unfair competition as
7 defined in Business and Professions Code § 17200, including, but not limited to, the acts and
8 practices alleged in this Complaint;
- 9 2. A permanent injunction enjoining ASI from enforcing the judgments it obtained through
10 the unfair and deceptive business practices described in this Complaint or selling the judgments to
11 other debt buyers;
- 12 3. Reasonable attorneys' fees pursuant to Code of Civil Procedure § 1021.5;
- 13 4. Costs of suit; and
- 14 5. Such other relief as the Court deems just and proper.
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18 Dated: March 14, 2022

Respectfully submitted,

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21 Malachi J. Haswell
22 Attorney for Plaintiff Bay Area Legal Aid
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