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Superior Court of California
County of Fresno
By: I. Herrera, Deputy

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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **COUNTY OF FRESNO – B.F. SISK COURTHOUSE**

20 EVELYN JARAMILLO,

21 Plaintiff,

22 vs.

23 TITLEMAX of California, a California
24 corporation; MVCONNECT LLC dba
25 MVTRAC, an Illinois limited liability
26 company; PARAMOUNT RECOVERY
27 SERVICE, a California corporation; and DOES
28 1-75, inclusive.

Defendants.

Case No. [21CECG01529](#)

COMPLAINT

1. NEGLIGENCE
2. VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT
3. VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT
4. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200
5. CONVERSION
6. ALTERNATIVELY, TRESPASS TO CHATTEL
7. TRESPASS
8. VIOLATION OF PENAL CODE §496

DEMAND FOR JURY TRIAL

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Plaintiff, Evelyn Jaramillo sues TitleMax, MVCONNECT, LLC, and Paramount Recovery for wrongfully repossessing her vehicle and alleges as follows, on information and belief, formed after an inquiry reasonable under the circumstances:

NATURE OF THE ACTION

1. Evelyn needed a vehicle to travel to and from work that would also accommodate her family, but she did not have a lot of money to spend on a vehicle.
2. Evelyn discovered a 2004 Toyota Sequoia with VIN 5TDBT48A84S218159 (“the Sequoia” or “the Vehicle”) available for sale by Sierra Towing via a lien sale.
3. This was Evelyn’s first time purchasing a vehicle from a lien sale, and she was interested in doing so because the price was within her means.
4. What was a valid lien sale quickly turned sour for Evelyn when TitleMax, working through many agents, negligently attempted to repossess the Sequoia on an extinguished lien claim.
5. TitleMax failed to update its records and/or do its due diligence in determining if it had a legal interest in the Sequoia, despite having received notice of the lien sale.
6. TitleMax has a well-known history of wrongfully repossessing vehicles, yet it does not appear that TitleMax has learned from its past and continues to fail to do its homework before repossessing vehicles.
7. Evelyn is certainly not the first to be wronged by TitleMax in this way, and she likely will not be the last unless TitleMax is forced to confront its unfair and unlawful practice of repossessing vehicles without first completing proper due diligence.

PARTIES AND VENUE

8. Plaintiff Evelyn Jaramillo is an individual residing in California and a California consumer.
9. Defendant TitleMax (of California) (“TitleMax”) is a Delaware corporation authorized to do business in the State of California and, at all times relevant herein, was engaged

1 in providing loans while taking security interests in vehicles to secure such loans throughout the
2 State of California.

3 10. Defendant MVCONNECT, LLC is an Illinois limited liability company, that also
4 does business as MVTRAC, neither of which is authorized to do business in the State of California,
5 which, at all times relevant herein, was engaged in the aggregation and supplying of data to
6 repossession agencies.

7 11. Defendant Paramount Recovery Service (“Paramount”) is a California corporation
8 and was, at all times relevant herein, doing business as a repossession agency and licensed by the
9 California Bureau of Security and Investigative Services.

10 12. Plaintiff does not know the true names and capacities, whether corporate,
11 partnership, associate, individual, or otherwise, of Defendants sued herein as Does 1
12 through 75, inclusive, and thus names them under the provisions of § 474 of the Code of
13 Civil Procedure. Defendants Does 1 through 75, inclusive, are in some manner responsible
14 for the acts, occurrences, and transactions set forth herein, and are legally liable to Plaintiff
15 and/or they are the alter-ego of the Defendants named herein. Plaintiff will set forth the
16 true names and capacities of the fictitiously-named Defendants together with appropriate
17 charging allegations when ascertained.

18 13. All acts of the Defendants’ employees, as hereinafter alleged, were authorized
19 or ratified by Defendants’ owner and/or managing agents.

20 14. Each Defendant, whether actually or fictitiously named herein, was the
21 principal, agent (actual or ostensible), co-conspirator, or employee of each other Defendant
22 and in acting as such principal or within the course and scope of such employment, agency,
23 or conspiracy, took some part in the acts and omissions hereinafter set forth by reason of
24 which each Defendant is liable to Plaintiff for the relief prayed for herein.

25 15. The violations of law hereinafter described have been committed in the State
26 of California. Defendants regularly conduct business and provide services and products to
27 buyers throughout this state and specifically within the County of Fresno, where any
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1 relevant contracts were entered into between Plaintiff and Defendants. Therefore,
2 jurisdiction and venue are proper within this Court.

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4 **SUMMARY OF ALLEGATIONS**

5 **TitleMax's Lien**

6 16. In August 2018, a Mr. Ross purchased the Sequoia.

7 17. In October 2018, TitleMax filed a lien on the Sequoia granted by Mr. Ross with the
8 California Department of Motor Vehicles. A title to the Sequoia was issued to Mr. Ross reflecting
9 TitleMax's lien.

10 18. Upon information and belief, on or about January 28, 2019, Sierra Towing towed
11 the Sequoia from an apartment complex named The Springs for a parking violation.

12 19. After no one came forward to reclaim the Sequoia, Sierra Towing initiated the
13 process to sell the Sequoia by a lien sale.

14 20. Upon information and belief, on or about February 7, 2019, a lien sale notice was
15 sent to TitleMax by the California Department of Motor Vehicles.

16 **Evelyn's Purchase of the Sequoia**

17 21. On or about March 11, 2019, Evelyn purchased the Sequoia from Sierra Towing.

18 22. Evelyn and Sierra Towing set up a payment plan to cover the cost of the purchase.

19 23. Between April 2019 and October 2019, Evelyn made a total of seven payments
20 towards the Sequoia, for a total purchase price of \$1,500.00.

21 24. On or about October 11, 2019, after all payments were made pursuant to the payment
22 plan, the Sequoia was conveyed to Evelyn.

23 25. On or about November 9, 2019, a clean and lien-free title was issued to Evelyn by
24 the California Department of Motor Vehicles. A copy of this title is attached hereto as "Exhibit A."

25 **TitleMax's Wrongful Repossession of the Sequoia**

1 26. At around 3:00 AM, approximately seven (7) months after clear title to the Sequoia
2 was provided to Evelyn by the DMV, a tow truck came to Evelyn's home on early morning with
3 the intent to repossess the Sequoia.

4 27. Because she was administering medication to her son at that time, Evelyn was awake
5 and noticed lights outside her home.

6 28. Upon seeing the lights of the tow truck outside, Evelyn went outside to investigate.

7 29. The tow truck driver was accompanied by another male driving a Toyota Prius.

8 30. The tow truck driver informed Evelyn that he was there to tow the Sequoia because
9 there was an unpaid title loan on it, and he had been told to repossess it.

10 31. At some point, Evelyn's husband joined her outside.

11 32. The tow truck driver provided that he worked for Paramount Recovery.

12 33. The tow truck driver refused to show Evelyn and her husband any paperwork, much
13 less any documentation authorizing or supporting a repossession of the Sequoia.

14 34. The tow truck driver's companion emerged from the Prius. He was wearing a dark
15 colored hooded sweatshirt and bore no indicators that he had any official capacity.

16 35. Evelyn's husband informed the driver that he was not allowed to tow the Sequoia
17 because they had a clear title to the Sequoia.

18 36. The tow truck driver told Evelyn and her husband that, if their claim of free and
19 clear ownership of the Vehicle had any validity, they needed to straighten it out and that, otherwise,
20 he would be returning the next day to effect the repossession.

21 37. After the tow truck driver and his companion departed, Evelyn and her husband
22 were too distressed to go back to sleep.

23 38. As soon as it opened in the morning, Evelyn and her husband went to Sierra Towing,
24 who had sold the Vehicle to her, in order to determine why someone was trying to repossess it.
25 Sierra towing assured them that nothing was wrong with the sale.

26 39. Evelyn and her husband also called the Fresno Police Department to report the
27 repossession attempt.

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1 40. About three (3) months later, Evelyn and her husband let a friend borrow the
2 Sequoia.

3 41. On or about October 21, 2020, while the vehicle was parked overnight at the
4 apartment complex where the friend lived, a tow truck came and towed the Sequoia away.

5 42. TitleMax “repossessed” the Sequoia through its agents Paramount Recovery and
6 MVCONNECT.

7 43. Neither TitleMax, MVCONNECT, nor Paramount Recovery held a valid lien or
8 legal interest in the Sequoia on the date it was taken from Evelyn’s possession.

9 44. Neither TitleMax, MVCONNECT, nor Paramount Recovery were at any time
10 relevant herein creditors or agents of creditors of Evelyn.

11 45. At the time the Sequoia was towed, it contained many personal items of Evelyn and
12 her husband and a pair of expensive sunglasses that belonged to the friend who borrowed the
13 Sequoia.

14 46. Of these many personal items in the Sequoia were the only car seats the couple had
15 for their children.

16 47. Without these car seats, Evelyn and her husband had no means to safely transport
17 their children.

18 48. Evelyn was able to use her husband’s vehicle to get to and from work, but this left
19 her husband stranded at home with no access to transportation of his own.

20 49. On or about November 20, 2020, the Sequoia was dropped off in front of Evelyn’s
21 home and returned to Evelyn’s custody.

22 50. When the Sequoia was returned, Evelyn discovered that the battery had been
23 disconnected and the terminals needed to be reattached.

24 51. Additionally, Evelyn discovered that the friend’s expensive sunglasses that had been
25 in the Sequoia at the time it was towed were now chipped.

26 **Defendants’ Civil Conspiracy**

27 52. Defendants conspired and agreed to take possession of the Sequoia.

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1 53. None of the Defendants had a right to take the possession of the Sequoia.

2 54. Defendants did in fact obtain the Sequoia and thereby deprived Plaintiff of her rights
3 of possession and use of the Sequoia.

4 55. In the course of their efforts to obtain the Sequoia, Defendants engaged in unlawful
5 overt acts, including, but not limited to, theft.

6 56. As a result of Defendants' conduct as described herein, Plaintiff suffered damages,
7 including loss of use of the Vehicle and emotional distress.

8 57. As a result of the conspiracy between Defendants, each defendant is liable for
9 damages resulting from the conspiracy.

10 **FIRST CAUSE OF ACTION:**
11 **NEGLIGENCE**
12 **Against Defendant Paramount and TitleMax**

13 58. Plaintiff realleges and incorporates by reference each and every allegation set forth
14 in the preceding paragraphs as though alleged in full herein.

15 59. Defendants Paramount and TitleMax owed Plaintiff a duty to exercise reasonable
16 care and competence in its business dealings.

17 60. Defendants Paramount and TitleMax failed to exercise reasonable care by failing to
18 check the Sequoia's title, failing to verify ownership and legal interest in the Sequoia, and by towing
19 the Sequoia without authorization by any person or entity with a legal right to authorize the tow.

20 61. As a result of Defendants Paramount and TitleMax's actions and failures to act,
21 Plaintiff was deprived of her property and suffered damages, including loss of use of the Vehicle
22 and emotional distress.

23 62. The conduct of Defendants Paramount and TitleMax showed reckless indifference
24 to the rights of others, and they acted with malice, oppression and fraud toward Plaintiff within the
25 meaning of Civil Code § 3294 and Plaintiff is, therefore, entitled to exemplary and punitive
26 damages in an amount that will adequately punish Defendants Paramount and TitleMax and deter
27 them and others from like conduct.
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1 **SECOND CAUSE OF ACTION:**
2 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**
3 **Against All Defendants**

4 63. Plaintiff realleges and incorporates by reference each and every allegation set forth
5 in the preceding paragraphs as though alleged in full herein.

6 64. The Rosenthal Fair Debt Collection Practices Act, Civil Code, § 1788 et seq.
7 (“RFDCPA”) was enacted in 1976 to ensure the integrity of our banking and credit industry. Civil
8 Code, § 1788.1(b). The Legislature found that “unfair or deceptive debt collection practices
9 undermine the public confidence which is essential to the continued functioning of the banking and
10 credit system and sound extensions of credit to consumers.” Civil Code, § 1788.1(a)(2).

11 65. Defendants are “debt collectors” within the meaning of Civil Code §
12 1788.2(d), in that they regularly and in the ordinary course of business, on behalf of
13 themselves or others, engage in acts and practices in connection with the collection of
14 consumer debts.

15 66. Plaintiff is a “debtor” within the meaning of Civil Code, § 1788.2(h), in that
16 she is a natural person from whom the Defendants sought to collect a consumer debt alleged
17 to be due and owing.

18 67. The purported debt which Defendants have attempted to collect from Plaintiff
19 was a “consumer debt” within the meaning of Civil Code § 1788.2(f), in that it was incurred
20 primarily for personal, family, or household purposes.

21 68. The representations by Defendants described above violate the RFDCPA. These
22 violations include, but are not limited to, Collectors misrepresenting that Plaintiff and her
23 interest in the Vehicle were subject to a lien, and that Defendants had the right to repossess
24 the Vehicle, in violation of 15 U.S.C. § 1692e.

25 69. By violating the provisions of 15 U.S.C. 1692, Defendants have violated Civil
26 Code § 1788.17.
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1 70. Defendants’ violations of the RFDCPA were willful and knowing, as
2 specifically alleged above, which entitles Plaintiff to statutory damages, pursuant to Civil
3 Code § 1788.30(b).

4 71. As a result of Defendants’ violations of the RFDCPA, Plaintiff is entitled to an award
5 of statutory damages, costs and reasonable attorney fees, pursuant to Civil Code § 1788.30(c).

6 **THIRD CAUSE OF ACTION:**
7 **VIOLATION OF THE CONSUMERS LEGAL REMEDIES ACT**
8 **Cal. Civ. Code § 1750, et seq.**
9 **Against All Defendants**

10 72. Plaintiff realleges and incorporates by reference each and every allegation set forth
11 in the preceding paragraphs as though alleged in full herein.

12 73. This cause of action is brought pursuant to the California Consumers Legal
13 Remedies Act, California Civil Code § 1750, et seq. (“CLRA”).

14 74. Pursuant to Section 1760, the CLRA “shall be liberally construed and applied to
15 promote its underlying purposes, which are to protect consumers against unfair and deceptive
16 business practices and to provide efficient and economical procedures to secure such protection.”

17 75. The Sequoia constitutes “goods” bought for use primarily for personal, family, or
18 household purposes pursuant to Civil Code 1761(a).

19 76. Defendants are all “person(s)” pursuant to Civil Code 1761(c).

20 77. Plaintiff is a “consumer” pursuant to 1761(d).

21 78. Pursuant to Section 1770(a) of the CLRA, the following unfair methods of
22 competition and unfair or deceptive acts or practices are prohibited:

- 23 a. Passing off goods or services as those of another;
- 24 b. Misrepresenting the source, sponsorship, approval, or certification of goods or
25 services;
- 26 c. Misrepresenting the affiliation, connection, or association with, or certification by,
27 another;
- 28 d. Representing that goods or services have sponsorship, approval, characteristics,
ingredients, uses, benefits, or quantities that they do not have;
- e. Representing that goods or services are of a particular standard, quality, or grade, or
that goods are of a particular style or model, if they are of another;
- f. Representing that a transaction confers or involves rights, remedies, or obligations
that it does not have or involve, or that are prohibited by law;

- g. Representing that the subject of a transaction has been supplied in accordance with a previous representation when it has not; and
- h. Inserting an unconscionable provision in the contract

79. Defendants violated the CLRA by:

- a. Failing to perform due diligence to ensure they had a valid, legal interest in the Sequoia;
- b. Wrongfully repossessing the Sequoia with no valid, legal interest in the Sequoia; and
- c. Failing to timely return the Sequoia after learning they had no valid, legal interest in the Sequoia.

80. On October 24, 2020, Plaintiff mailed CLRA demand letters via certified mail with return receipt requests to TitleMax, Paramount Recovery Services, and MVCONNECT. These CLRA letters alerted these parties of violations of Civil Code §§1770(a) subsections 2, 3, 5, 7, 14, 16, and 19. These letters served as notice to Defendants of their respective violations of the CLRA.

81. On November 2, 2020, Plaintiff mailed CLRA demand letters via certified mail with return receipt requests to Paramount Recovery Services, MVCONNECT, and Titlemax. These CLRA letters alerted these parties of violations of Civil Code §§1770(a) subsections 1, 2, 3, 5, 7, 14, 16, and 19. These letters served as notice to Defendants of their respective violations of the CLRA.

82. Defendants did not remedy the alleged violations within thirty (30) days of the receipt of the CLRA demand letter.

83. Therefore, Plaintiff seeks actual, statutory, general, incidental, and consequential damages.

84. Additionally, Plaintiff seeks punitive damages from Defendants for their malicious, oppressive, and fraudulent acts against Plaintiff.

85. Civil Code 1780(a)(2) of the CLRA provides that a consumer is entitled to an order enjoining unlawful methods, acts, or practices which violate the CLRA. Accordingly, Plaintiff seeks an order enjoining Defendants from the illegal acts, methods, and practices set forth in the petition.

86. Pursuant to Civil Code 1780(e) of the CLRA, a prevailing Plaintiff may also recover court costs and reasonable attorneys' fees according to proof at the time of trial.

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2 **FOURTH CAUSE OF ACTION:**
3 **VIOLATION OF CALIFORNIA’S UNFAIR COMPETITION LAW**
4 **Cal. Bus. & Prof. Code § 17200, et seq.**
5 **Against All Defendants**

6 87. Plaintiff realleges and incorporates by reference each and every allegation set forth
7 in the preceding paragraphs as though alleged in full herein.

8 88. Section 17200 of the California Business & Professions Code (“UCL”) prohibits
9 any unlawful, unfair, or fraudulent business practice.

10 89. Defendants committed an unlawful business practice by: (1) Failing to perform due
11 diligence to ensure they had a valid, legal interest in the Sequoia; (2) Wrongfully repossessing the
12 Sequoia with no valid, legal interest in the Sequoia; and (3) Failing to timely return the Sequoia
13 after learning they had no valid, legal interest in the Sequoia.

14 90. Defendants’ practices consequently constitute unfair business acts or practices
15 within the meaning of Business and Professions Code 17200.

16 91. As a direct and proximate result of Defendants’ unlawful, unfair, and fraudulent
17 conduct, Plaintiff lost money and property.

18 92. The harm to Plaintiff outweighs the utility of Defendants’ practices, particularly
19 considering the available alternatives, and Defendants’ practices are immoral, unscrupulous,
20 unethical, and against public policy.

21 93. Defendants’ unlawful, unfair, and fraudulent business practices present a continuing
22 threat to Plaintiff and others in that Defendants will continue utilizing similar policies and practices.

23 94. Section 17203 provides that Plaintiff is entitled to an order enjoining Defendants
24 from engaging in acts or practices that violate Section 17200, as well as providing for equitable
25 monetary relief.

26 95. Plaintiff seeks equitable monetary relief, and an order enjoining Defendants from
27 engaging in the acts and practices set forth in this Petition.
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1 96. Plaintiff also seeks her reasonable attorneys' fees and costs pursuant to Code of Civil
2 Procedure § 1021.5.

3 **FIFTH CAUSE OF ACTION:**
4 **CONVERSION**
5 **Against All Defendants**

6 97. Plaintiff realleges and incorporates by reference each and every allegation set forth
7 in the preceding paragraphs as though alleged in full herein.

8 98. At all times relevant herein, specifically including the date and time when
9 Paramount Recovery towed the Sequoia, Plaintiff was the rightful owner of the Sequoia and had
10 legal right of possession.

11 99. Acting individually and as an agent of Defendant TitleMax, Defendant Paramount
12 Recovery took possession of the Sequoia without authorization or right of ownership or possession.

13 100. Defendants TitleMax acted in conspiracy with Defendant Paramount Recovery to
14 take unauthorized possession of the Sequoia.

15 101. Defendants took possession of the Sequoia with the intent to exercise control and to
16 the exclusion of Plaintiff's rights of ownership and possession.

17 102. Defendants did in fact exercise control over the Sequoia and Plaintiff was deprived
18 of possession, control, and use of the Sequoia.

19 103. Defendants failed to yield possession of the Sequoia upon demand.

20 104. As a result of Defendants' conduct as described herein, Plaintiff suffered damages,
21 including loss of use of vehicle and emotional distress.

22 105. The conduct of Defendants showed reckless indifference to the rights of others and
23 they acted with malice, oppression and fraud toward Plaintiff within the meaning of Civil Code § 3294
24 and Plaintiff is, therefore, entitled to punitive damages. in an amount that will adequately punish
25 Defendant TitleMax and deter it and others from like conduct.

26 **SIXTH CAUSE OF ACTION**
27 **ALTERNATIVE TO THE FIFTH CAUSE OF ACTION**
28 **TRESPASS TO CHATTEL**
Against All Defendants

1 106. Plaintiff realleges and incorporates by reference each and every allegation set forth
2 in the preceding paragraphs as though alleged in full herein.

3 107. At all times relevant herein, specifically including the date and time when
4 Paramount Recovery towed the Sequoia, Plaintiff was the rightful owner of the Sequoia and had
5 legal right of possession.

6 108. Acting individually and as an agent of Defendant TitleMax, Defendant Paramount
7 Recovery took possession of the Sequoia without authorization or right of ownership or possession.

8 109. Defendants TitleMax acted in conspiracy with Defendant Paramount Recovery to
9 take unauthorized possession of the Sequoia.

10 110. Defendants took possession of the Sequoia with the intent to exercise control and to
11 the exclusion of Plaintiff's rights of ownership and possession,

12 111. Defendants did in fact exercise control over the Sequoia and Plaintiff was deprived
13 of possession, control, and use of the Sequoia.

14 112. Defendants failed to yield possession of the Sequoia upon demand.

15 113. As a result of Defendants' conduct as described herein, Plaintiff suffered damages,
16 including loss of use of vehicle and emotional distress.

17 114. The conduct of Defendants showed reckless indifference to the rights of others acted
18 with malice, oppression and fraud toward Plaintiff within the meaning of Civil Code § 3294
19 and Plaintiff is, therefore, entitled to punitive damages. in an amount that will adequately
20 punish Defendant TitleMax and deter it and others from like conduct.

21 **SEVENTH CAUSE OF ACTION:**
22 **TRESPASS**
23 **Against Defendant Paramount**

24 115. Plaintiff realleges and incorporates by reference each and every allegation set forth
25 in the preceding paragraphs as though alleged in full herein.

26 116. At the time of the first attempted repossession of the Sequoia, Evelyn was living in
27 a single-family home that she and her husband rented.

28 117. The first attempted repossession occurred at Evelyn's rental home.

1 118. Paramount intentionally entered Evelyn's property through a gate that had been left
2 open.

3 119. Evelyn did not give Paramount permission to enter her property nor did Paramount
4 have permission by law to enter Evelyn's property.

5 120. Paramount did not have any legal right to enter Evelyn's property because it had no
6 valid interest in the Sequoia.

7 121. Evelyn was harmed by Paramount's unlawful entry onto her property.

8 122. Paramount's conduct was a substantial factor in causing the harm.

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10 **EIGHTH CAUSE OF ACTION:**
VIOLATIONS OF PENAL CODE § 496
11 **Against All Defendants**

12 123. Plaintiff realleges and incorporates by reference each and every allegation set forth
13 in the preceding paragraphs as though alleged in full herein.

14 124. At the time of the attempted repossession as well as the completed repossession,
15 none of the Defendants had a legal right to possess or interfere with Plaintiff's possession and
16 ownership of the Sequoia.

17 125. Evelyn did not give any of the Defendants permission to possess or interfere with
18 her right to possess the Sequoia.

19 126. In taking the Sequoia from her without permission, Defendants obtained the Sequoia
20 in a manner constituting theft and received the same.

21 127. As a result of Defendants' conduct as described herein, Plaintiff suffered damages,
22 including loss of use of the Vehicle and emotional distress.

23 128. Plaintiff seeks three times the amount of her actual damages, the cost of the instant
24 suit, and reasonable attorney's fees.

25 **PRAYER FOR RELIEF**

26 Plaintiff requests that the Court order relief and enter judgment against Defendant as
27 follows:
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- 1 1. For general damages according to proof at trial;
- 2 2. Three times actual damages as provided by Penal Code 496(c);
- 3 3. For punitive damages according to proof at trial;
- 4 4. For the equitable and injunctive relief permitted under Civil Code § 1780 and Business &
- 5 Professions Code § 17200;
- 6 5. For pre-judgment interest at the legal rate;
- 7 6. For reasonable attorneys' fees and costs of the suit as permitted by law including, but not
- 8 limited to, such provision at Code of Civil Procedure § 1021.5, Civil Code § 1780(e) and
- 9 1788.30(c), and Penal Code § 496; and
- 10 7. For such other and further relief as the Court deems just and proper under the circumstances.

11 Dated: May 26, 2021



Colin S. Welsh, Esq.
Attorney for Plaintiff,
EVELYN JARAMILLO

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28 *Attorneys for Plaintiff Evelyn Jaramillo*

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Declaration of Plaintiff's Counsel Re: Venue

I, Colin S. Welsh, declare as follows:

Pursuant to Civil Code § 1780(d) this action has been commenced in this county because as alleged in the complaint and incorporated herein,
 all or a substantial portion of the transaction occurred in this county; and/ or
 the defendant resides in this county; and/ or
 defendant's principal place of business is in the county; and/or
 the defendant is doing business in this county.

I declare under penalty of perjury that the above is true and correct and that this declaration was executed on May 26, 2021, under the laws of California.

By: _____
Colin S. Welsh, Esq.
Attorney for Plaintiff,
EVELYN JARAMILLO