

1 Annick M. Persinger (SBN 272996)  
2 TYCKO & ZAVAREEI LLP  
3 1970 Broadway, Suite 1070  
4 Oakland, CA 94612  
5 510-254-6808 (p)  
6 202-973-0950 (f)  
7 apersinger@tzlegal.com

8 Hassan A. Zavareei (SBN 181547)  
9 TYCKO & ZAVAREEI LLP  
10 1828 L Street NW, Suite 1000  
11 Washington, D.C. 20036  
12 202-973-0900 (p)  
13 202-973-0950 (f)  
14 hzavareei@tzlegal.com  
15 kaizpuru@tzlegal.com

16 *Counsel for Plaintiff*

17 **IN THE UNITED STATES DISTRICT COURT**  
18 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

19 LISA SILVEIRA, on behalf of herself and  
20 all others similarly situated,

21 Plaintiff,

22 v.

23 M&T BANK,

24 Defendant.

25 **Case No. 2:19-cv-06958**

26 **CLASS ACTION COMPLAINT**

27 **JURY TRIAL DEMANDED**

**Action for Breach of Contract; Unfair  
Competition Law, Cal. Bus. & Prof. Code  
§§ 17200 et seq.; Fair Debt Collection  
Practices Act, 15 U.S.C. §§ 1692, et seq;  
Rosenthal Fair Debt Collection Practices  
Act, Cal. Civ. Code §§ 1788 et seq.**

1 Plaintiff Lisa Silveira, on behalf of herself and all others similarly situated, alleges breach of contract,  
2 violations of the Rosenthal Fair Debt Collection Practices Act, and Federal Fair Debt Collection Practices  
3 Act, against Defendant M&T Bank (“M&T”). In support of these claims, Plaintiff states as follows:

4 **NATURE OF THE ACTION**

5 1. Borrowers in California struggle enough to make their regular mortgage payments without  
6 getting charged extra, illegal fees when they try to pay by automated phone system or online (“Pay-to-Pay  
7 fees”). Many borrowers pay by phone or online because it generates a receipt of the payment and a clear  
8 record. M&T charges California homeowners an excessive \$15.00 Pay-to-Pay fee for each pay-by-phone  
9 mortgage payment transaction (“Pay-to-Pay Transaction”). The actual cost for M&T to process these  
10 transactions is well below \$15.00, and M&T pockets the profit.

11 2. M&T services mortgages throughout the United States, including California. Despite its  
12 uniform contractual obligations to charge only fees explicitly allowed under the mortgage, applicable law,  
13 and only those amounts actually disbursed, M&T leverages its position of power over homeowners and  
14 demands excessive Pay-to-Pay fees. Even if some fee were allowed, the mortgage uniform covenants allow  
15 M&T to pass along only the actual cost of fees incurred by it to the borrower – here only a few cents.

16 3. M&T must be held accountable for its actions. It knowingly violated the FDCPA and  
17 Rosenthal Fair Debt Collection Practices Act by demanding excessive Pay-to-Pay fees, and breached its  
18 mortgage contract by charging fees not expressly allowed under the uniform contractual obligations  
19 contained in standard form mortgage agreements.

20 **JURISDICTION AND VENUE**

21 4. This Court has personal jurisdiction because M&T conducts business in California and  
22 commits torts in California, as described in this Complaint.

23 5. Venue is proper because this is where the cause of action accrued.

24 **PARTIES**

25 6. Plaintiff Lisa Silveira is a natural person residing in California who has a mortgage loan  
26 serviced by M&T on her home located in San Luis Obispo County, California.

27

1 7. Defendant M&T Bank is a corporation with a principal place of business in Buffalo, New  
2 York.

3 **APPLICABLE LAW**

4 **FDCPA**

5 8. The purpose of the FDCPA is “to eliminate abusive debt collection practices . . . and to  
6 promote consistent State action to protect consumers against debt collection abuses.” 15 U.S.C. § 1692.

7 9. The FDCPA prohibits debt collectors from using “any false, deceptive, or misleading  
8 representation or means in connection with the collection of any debt,” which includes the false  
9 representation of “the character, amount, or legal status of any debt.” *Id.* § 1692e.

10 10. The FDCPA also prohibits debt collectors from “unfair or unconscionable means to collect  
11 or attempt to collect any debt,” including “the collection of any amount unless such amount is expressly  
12 authorized by the agreement creating the debt or permitted by law.” *Id.* § 1692f.

13 11. The FDCPA creates a private right of action under 15 U.S.C. § 1692k.

14 12. The FDCPA defines “consumer” as “any natural person obligated or allegedly obligated to  
15 pay any debt.” *Id.* § 1692a(3).

16 13. The FDCPA defines “debt collector” as “any person who uses . . . any business the principal  
17 purpose of which is the collection of any debts, or who regularly collects or attempts to collect . . . debt  
18 owed . . . or asserted to be owed or due another.” *Id.* § 1692a(6).

19 14. The FDCPA defines communication as “conveying of information regarding a debt directly  
20 or indirectly to any person through any medium.” *Id.* § 1692a(2).

21 15. The FDCPA defines “debt” as “any obligation or alleged obligation of a consumer to pay  
22 money arising out of a transaction . . . [that] are primarily for personal, family, or household purposes.” *Id.* §  
23 1692a(5).

24 **ROSENTHAL ACT**

25 16. The Rosenthal Act is “a remedial statute [that] should be interpreted broadly in order to  
26 effectuate its purpose.” (*See People ex rel. Lungren v. Superior Court*, 14 Cal.4th 294, 313, 58 Cal.Rptr.2d 855,  
27 926 P.2d 1042 (Cal. 1996) (“civil statutes for the protection of the public are, generally, broadly construed in

1 favor of that protective purpose.”); *Komarova v. National Credit Acceptance, Inc.*, 95 Cal.Rptr.3d 880, 892, 175  
2 Cal.App.4th 324, 340 (Cal.App. 1 Dist. 2009).

3 17. The Rosenthal Act defines “debt collector” as “any person who, in the ordinary course of  
4 business, regularly, on behalf of himself or herself or others, engages in debt collection. Cal. Civ. Code  
5 §1788.2(c).

6 18. The Rosenthal Act defines a “consumer debt” as “money, property or their equivalent, due  
7 or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction.”  
8 Cal. Civ. Code §1788.2(f).

9 19. The Rosenthal Act defines “consumer credit transaction” as “a transaction between a natural  
10 person and another person in which property, services or money is acquired on credit by that natural person  
11 from such other person primarily for personal, family, or household purposes.” Cal. Civ. Code §1788.2(e).

12 20. The Rosenthal Act makes it illegal for any entity covered by it to violate the federal FDCPA.  
13 Cal. Civ. Code § 1788.17. By violating the FDCPA, M&T also violated the Rosenthal Act.

14 21. The Rosenthal Act prohibits “(b) Collecting or attempting to collect from the debtor the  
15 whole or any part of the debt collector's fee or charge for services rendered, or other expense incurred by  
16 the debt collector in the collection of the consumer debt, except as permitted by law.” Cal. Civ. Code §  
17 1788.14.

18 22. The Rosenthal Act also makes it illegal to represent that consumer debt “may be increased  
19 by the addition of . . . charges if, in fact, such fees and charges may not be legally added to the existing  
20 obligation.” Cal. Civ. Code § 1788.13(e).

21 **FACTUAL ALLEGATIONS**

22 23. On or around December 29, 2008, Ms. Silveira purchased a home in San Luis Obispo  
23 County, California through a loan from Stearns Lending, Inc., secured by a mortgage on the property (the  
24 “Mortgage Agreement”). In 2016, M&T acquired the loan in default. M&T is the servicer on the loan.

25 24. Since M&T acquired the loan in default, and because M&T otherwise meets the two-part  
26 definition of a “debt collector” under the FDCPA, M&T is a debt collector. M&T's principle purpose is to  
27

1 collect debt. M&T used interstate commerce to collect debt. And M&T regularly collects debts which are  
2 owed and due another.

3 25. In 2017, Ms. Silveira obtained a loan modification. Since then, she has made timely mortgage  
4 payments.

5 26. Ms. Silveira frequently makes her monthly mortgage payments over the phone (the “Pay-to-  
6 Pay Transactions”). When Ms. Silveira makes a mortgage payment over the phone, M&T charges her a  
7 \$15.00 additional fee. This fee is not authorized by the Mortgage Agreement.

8 27. Ms. Silveira has made several payments over the phone and incurred an illegal \$15.00 fee  
9 each time, including on March 1, 2017, December 1, 2017, February 1, 2018, July 2, 2018, April 15, 2019.

10 28. Ms. Silveira’s Mortgage Agreement is attached as Exhibit A.

11 29. M&T’s demand for payment of Pay-to-Pay fees were a direct breach of Paragraph 16 of the  
12 Mortgage Agreement, “This Security Instrument shall be governed by Federal law and the law of the  
13 jurisdiction in which the Property is located.” *See* Exhibit A, ¶16. M&T’s collection of Pay-to-Pay fees  
14 violated both the FDCPA and Rosenthal Act.

15 30. If M&T is allowed to collect a fee under the auspice that it is a “default related fee”, M&T’s  
16 demand for payment of Pay-to-Pay fees were a direct breach of Paragraph 9 of the Mortgage Agreement,  
17 “Protection of Lender’s Interest in the Property and Rights Under This Security Instrument” section, stating  
18 that only “amounts *disbursed* by the lender under this Section 9 will become debt of the borrower.” *See*  
19 Exhibit A, ¶9 (emphasis added). M&T collected more than the amount it disbursed to process the Pay-to-  
20 pay transactions.

21 31. M&T’s demand for payment of Pay-to-Pay fees were a direct breach of Paragraph 14 of its  
22 Mortgage Agreement, “Uniform Covenants” section, stating that lender may not charge fees prohibited by  
23 “Applicable Law.” The Agreement defines “Applicable Law” in Paragraph I as “all controlling applicable  
24 federal, state, and local statutes, regulations, ordinances and administrative rules and orders (that have the  
25 effect of law) as well as all applicable final, non-appealable judicial opinions.” *See* Exhibit A, ¶14.

26 32. By charging Pay-to-Pay fees, M&T has violated the “Governing Law” and “Applicable Law”  
27 provisions. Charging Pay-to-Pay fees violates the Federal FDCPA and the RFDCPA because the Mortgage

1 Agreement does not expressly allow M&T to charge Pay-to-Pay fees. *See* 15 U.S.C. § 1692f (making it illegal  
 2 to collect “any amount (including any interest, fee, charge, or expense incidental to the principal obligation)  
 3 unless such amount is expressly authorized by the agreement creating the debt or permitted by law”); Cal.  
 4 Civ. Code § 1788.13(e) (making it illegal to falsely represent that consumer debt “may be increased by the  
 5 addition of . . . charges if, in fact, such fees and charges may not be legally added to the existing obligation”).  
 6 *See also Sanders v. LoanCare LLC*, No. 18-CV-09376, 2019 WL 441964, at \*2 (C.D. Cal. Feb. 1, 2019) (holding  
 7 that loan servicer’s practice of assessing fees not expressly authorized by the plaintiff’s mortgage violated the  
 8 RFDCPA and FDCPA); *Bagdasaryan v. Bayview Loan Servicing, LLC*, No. CV 14-06691 SJO (VBKx), 2015 WL  
 9 13665037, at \*13 (C.D. Cal. Oct. 19, 2015) (allegation that mortgage servicer charged improper fees to  
 10 mortgage stated a claim under Cal. Civ. Code § 1788.13(e)). By violating federal law and the law of  
 11 California, M&T has not only violated those statutes, but also breached the Mortgage Agreement.

12 33. Because the “Governing Law” (§16) “Protection of Lender’s Interest in the Property and  
 13 Rights Under This Security Instrument” (§9) and “Applicable Law” (§14) provisions are contained in the  
 14 “Uniform Covenants” section, M&T has breached its contract on a class-wide basis.

15 34. Prior to filing this Complaint, Ms. Silveira made a written pre-suit demand upon M&T.

16 35. M&T was given a reasonable opportunity to cure the breaches complained of herein, but has  
 17 failed to do so.

### 18 CLASS ACTION ALLEGATIONS

19 36. Plaintiff Silveira brings this action under Federal Rule of Civil Procedure 23 on behalf of the  
 20 following classes of persons (the “Classes”), subject to modification after discovery and case development:

21 **Nationwide FDCPA Class:** All persons who were borrowers on residential mortgage loans that  
 22 were not owned by M&T and to which M&T acquired servicing rights when such loans were 30  
 23 days or more delinquent on loan payment obligations, and paid a fee to M&T for making a loan  
 payment by telephone, IVR, or the internet, during the applicable statutes of limitations for  
 Plaintiff’s FDCPA claim through the date a class is certified.

24 **California Class:** All persons with a California address who were borrowers on residential mortgage  
 25 loans to which M&T acquired servicing rights, and paid a fee to M&T for making a loan payment by  
 telephone, IVR, or the internet, during the applicable statutes of limitations for Plaintiff’s UCL claim  
 through the date a class is certified.

26 **California Subclass:** All persons with a California address who were borrowers on residential  
 27 mortgage loans that were not owned by M&T and to which M&T acquired servicing rights when  
 such loans were 30 days or more delinquent on loan payment obligations, and paid a fee to M&T for

1 making a loan payment by telephone, IVR, or the internet, during the applicable statutes of  
limitations for Plaintiff's UCL claim through the date a class is certified.

2 37. Class members are identifiable through Defendant's records and payment databases.

3 38. Excluded from the classes are the Defendant; any entities in which it has a controlling  
4 interest; its agents and employees; and any Judge to whom this action is assigned and any member of such  
5 Judge's staff and immediate family.

6 39. Representative Plaintiffs proposes that they serve as class representatives.

7 40. Representative Plaintiffs and the Class have all been harmed by the actions of Defendant.

8 41. Numerosity is satisfied. According to M&T's servicing records there are thousands of class  
9 members. Individual joinder of these persons is impracticable.

10 42. There are questions of law and fact common to Representative Plaintiffs and to the Class,  
11 including, but not limited to:

12 a. Whether M&T assessed Pay-to-Pay fees on Class members;

13 b. Whether M&T breached its contracts with borrowers by charging Pay-to-Pay fees  
14 not authorized by their mortgage agreements;

15 c. Whether M&T violated the FDCPA by charging Pay-to-Pay fees not due;

16 d. Whether M&T violated the RFDCPA by charging Pay-to-Pay fees not due;

17 e. Whether M&T violated the UCL;

18 f. Whether M&T's cost to process Pay-to-Pay Transactions is less than the amount that  
19 it charged for Pay-to-Pay fees;

20 g. Whether Ms. Silveira and the Classes were damaged by M&T's conduct;

21 h. Whether Ms. Silveira and the Classes are entitled to actual and/or statutory damages  
22 as a result of M&T's actions;

23 i. Whether Ms. Silveira and the Classes are entitled to restitution;

24 j. Whether Ms. Silveira and the Classes are entitled to attorney's fees and costs.

25 43. Ms. Silveira's claims are typical of the claims of the Class members. M&T charged her Pay-  
26 to-Pay fees in the same manner as the rest of the Class members. Ms. Silveira and the Class members  
27 entered into uniform covenants in their Mortgage Agreements that prohibit Pay-to-Pay charges or, at most,

1 cap the amount of Pay-to-Pay fees allowed to be charged at the actual amount disbursed by M&T to process  
2 Pay-to-Pay Transactions.

3 44. Ms. Silveira is an adequate class representative because her interests do not conflict with the  
4 interests of the class members and she will adequately and fairly protect the interests of the class members.  
5 Ms. Silveira has taken actions before filing this amended complaint, by hiring skilled and experienced  
6 counsel, and by making a pre-suit demand on behalf of class members to protect the interests of the class.

7 45. Ms. Silveira has hired counsel that is skilled and experienced in class actions and are adequate  
8 class counsel capable of protecting the interests of the class members.

9 46. Common questions of law and fact predominate over questions affecting only individual  
10 class members, and a class action is the superior method for fair and efficient adjudication of this  
11 controversy.

12 47. The likelihood that individual members of the class will prosecute separate actions is remote  
13 due to the time and expense necessary to conduct such litigation.

14 **COUNT I**  
15 **Breach of Contract**  
16 **On Behalf of Plaintiff and the California Class**

17 48. All previous paragraphs are hereby incorporated by reference.

18 49. Ms. Silveira purchased a home subject to the Mortgage Agreement. *See* Exh. A.

19 50. When M&T became servicer of her mortgage, it became a party to the Mortgage Agreement.  
20 Thus, M&T entered into the Mortgage Agreement with Ms. Silveira whereby money was lent to Ms. Silveira  
21 to purchase property in exchange for certain payment over time.

22 51. The Uniform Covenant in the Mortgage Agreement proscribes fees not allowed under the  
23 governing law. Paragraph 7 of the Mortgage Agreement, “Charges to Borrower and Protection of Lender’s  
24 Rights in the Property,” provides only that “amounts *disbursed* by the lender” will be come debt of the  
25 borrower. *See* Exh. A ¶ 7 (emphasis added).

26 52. Thus, the Uniform Covenant in the Mortgage Agreement allows M&T to charge only the  
27 amounts actually disbursed to pay for the cost of processing the Pay-to-Pay transactions. Despite this



1 express limitation, M&T assessed \$15.00 Pay-to-Pay fees not agreed to in the Mortgage agreement and in  
2 excess of the amounts actually disbursed by M&T to pay for the cost of the Pay-to-Pay Transactions.

3 53. M&T breached its contracts with Plaintiff and the California Breach of Contract Class  
4 members when it charged pay-to-Pay fees not agreed to in the Mortgage Agreement and in excess of the  
5 amounts actually disbursed by M&T to pay for the cost of Pay-to-Pay Transactions.

6 54. M&T's demand for Pay-to-Pay fees is also a direct breach of Paragraph 14 of the Mortgage  
7 Agreement, "Governing Law." Paragraph 14 states that the Mortgage Agreement "shall be governed by  
8 Federal law and the law of the jurisdiction in which the property is located," i.e., California. *See* Exh. A ¶ 14.  
9 Charging Pay-to-Pay fees violates the Federal FDCPA and the RFDCPA because the Mortgage Agreement  
10 does not expressly allow M&T to charge Pay-to-Pay fees. *See* 15 U.S.C. § 1692f (making it illegal to collect  
11 "any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless  
12 such amount is expressly authorized by the agreement creating the debt or permitted by law"); Cal. Civ.  
13 Code § 1788.13(e) (making it illegal to falsely represent that consumer debt "may be increased by the  
14 addition of . . . charges if, in fact, such fees and charges may not be legally added to the existing obligation").

15 55. By violating the Federal FDCPA and the RFDCPA, M&T violated the Governing Law and  
16 breached the Mortgage Agreement.

17 56. Plaintiff and the California Breach of Contract Class members were harmed by this breach.

18 **COUNT II**  
19 **Violation of the Fair Debt Collection Practices Act**  
20 **15 U.S.C. § 1692 et seq.**  
21 **On behalf of Plaintiff and the Nationwide FDCPA Class**

22 57. All previous paragraphs are hereby incorporated by reference.

23 58. This action is maintainable as a nationwide class action pursuant to 15 U.S.C. §  
24 1692k(a)(2)(b).

25 59. The FDCPA makes it an illegal, unfair practice for a debt collector to undertake the  
26 "collection of any amount (including any interest, fee, charge, or expense incidental to the principal  
27 obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by  
law." 15 U.S.C. § 1692f(1).

60. Because M&T regularly collects debts owed others and because it acquired the loans of Plaintiff and the Nationwide Class members while those loans were in default, it qualifies as a debt collector under the FDCPA.

61. The Mortgage Agreements of Plaintiff and the Nationwide Class members do not expressly authorize M&T to collect Pay-to-Pay fees. At most, the Mortgage Agreements permit M&T to collect the actual amount disbursed to process the Pay-to-Pay transactions.

62. Although the Mortgage Agreements do not expressly authorize collection of Pay-to-pay fees, M&T collected such fees anyway.

63. In so doing, M&T violated 15 U.S.C. § 1692f(1).

64. As a result of each and every violation of the FDCPA, Plaintiff and the Nationwide Class members are entitled to actual damages under 15 U.S.C. § 1692k(a)(1); statutory damages for knowing or willful violation in the amount up to \$1,000.00 under 15 U.S.C. § 1692k(a)(2)(A), and reasonable attorneys' fees and costs under 15 U.S.C. § 1692k(a)(3) from M&T.

**COUNT III**  
**Violation of the Rosenthal Fair Debt Collection Practices Act**  
**Cal. Civ. Code §§ 1788 *et seq.* (RFDCPA)**  
**On behalf of Plaintiff and the California Class**

65. All previous paragraphs are hereby incorporated by reference.

66. The RFDCPA applies to M&T because it regularly engages in debt collection as defined by the statute. Cal. Civ. Code § 1788.2.

67. By charging the Pay-to-Pay fee, a portion of which it retains, M&T acted in violation of the federal Fair Debt Collection Practices Act, which prohibits “[t]he collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.” 15 U.S.C. § 1692f(1).

68. The Mortgage Agreements of Plaintiff and the Nationwide Class members do not expressly authorize M&T to collect Pay-to-Pay fees. At most, the Mortgage Agreements permit M&T to collect the actual amount disbursed to process the Pay-to-Pay transactions.

1 69. Although the Mortgage Agreements do not expressly authorize collection of Pay-to-pay fees,  
2 M&T collected such fees anyway.

3 70. In so doing, M&T violated 15 U.S.C. § 1692f.

4 71. The RFDCPA makes it illegal for any entity covered by the RFDCPA to violate the federal  
5 FDCA. Cal. Civ. Code § 1788.17. By violating the FDCA, M&T violated the RFDCPA.

6 72. The RFDCPA also makes it illegal to represent that consumer debt “may be increased by the  
7 addition of . . . charges if, in fact, such fees and charges may not be legally added to the existing obligation.”  
8 Cal. Civ. Code § 1788.13(e).

9 73. By assessing Pay-to-Pay fees, M&T represented that the mortgage loans of the Plaintiff and  
10 the California Default Subclass that their debts may be increased by the addition of the Pay-to-Pay fees,  
11 even though Pay-to-Pay fees may not be legally added to the existing obligation.

12 74. This conduct violated Civil Code § 1788.13.

13 75. As a result of each and every violation of the RFDCPA, Plaintiff and the California Default  
14 Class Members are entitled to any actual damages pursuant to Cal. Civ. Code § 1788.30(a), statutory  
15 damages for a knowing or willful violation in the amount up to \$1,000 pursuant to California Civil Code §  
16 1788.30(b), and reasonable attorney’s fees and costs pursuant to California Civil Code § 1788.30(c) from  
17 M&T.

#### 18 COUNT IV

#### 19 **Violation of the “Unlawful” Prong of the UCL 20 On behalf of Plaintiff and the California Class and California Subclass**

21 76. All previous paragraphs are hereby incorporated by reference.

22 77. The UCL defines unfair business competition to include any “unlawful, unfair or fraudulent”  
act or practice. Cal. Bus. & Prof. Code § 17200.

23 78. A business act or practice is “unlawful” under the UCL if it violates any other law or  
24 regulation.

25 79. As described in detail above, M&T’s conduct described herein violates the FDCA and the  
26 RFDCPA. These violations are sufficient to support Plaintiff’s claim under the unlawful prong of the UCL.  
27

1 80. As a result of the conduct above, M&T has been unjustly enriched at the expense of Plaintiff  
2 and members of the California Default Subclass. Specifically, M&T has been unjustly enriched by obtaining  
3 revenues and profits that it would not have otherwise obtained absent its false, misleading and deceptive  
4 conduct.

5 81. Through its unlawful acts and practices, M&T has improperly obtained money from Plaintiff  
6 and the California Default Subclass. As such, Plaintiff requests that the Court cause M&T to restore the  
7 money to Plaintiff and the California Default Subclass members, and to enjoin M&T from continuing to  
8 violate the UCL in the future. Otherwise, Plaintiff and the members of the California Default Subclass may  
9 be irreparably harmed and/or denied an effective and complete remedy if such an order is not granted.

10 **PRAYER FOR RELIEF**

11 Wherefore, Plaintiff, on behalf of herself and others similarly situated, respectfully requests that the  
12 Court:

13 82. Certify the proposed Classes and Subclass pursuant to Rule 23 of the Federal Rules of Civil  
14 Procedure;

15 83. Award damages, including compensatory and exemplary damages, to Plaintiff and the  
16 Classes in an amount to be determined at trial;

17 84. Award statutory damages and/or penalties to Plaintiff and the proposed Classes and  
18 Subclasses;

19 85. Permanently enjoin M&T from the wrongful and unlawful conduct alleged herein;

20 86. Award Plaintiff and the Class and Subclass members their expenses and costs of suit,  
21 including reasonable attorneys' fees to the extent provided by law;

22 87. Award pre- and post-judgment interest to the extent provided by law; and

23 88. Award such further relief as the Court deems appropriate.

24 **PLAINTIFF DEMANDS A JURY ON ALL ISSUES SO TRIABLE.**

25 [Signature on next page]  
26  
27

1 Dated: August 9, 2019

Respectfully Submitted,

2  
3 /s/ Hassan A. Zavareei

Hassan A. Zavareei

4 *Counsel for Plaintiff*

5 *Lisa Silveira*

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