

## **Summary Accusations of Kumar About Wrong Doing of Lloyd**

Here are a few accusations about Kumar's ex-partner, Lloyd

Kumar accuses Lloyd:

1. Individual defendant remains personally liable for any and all fraudulent and wrongful conduct
2. Defendants failed to disclose these fees
3. Interest rate is usurious and a violation of California law, subjecting Defendants to treble damages
4. Defendants further failed to give Plaintiff the three day right of cancellation as set forth in the "Notice"
5. Deprived of this contractual three day cancellation rights
6. Defendants' attempt to foreclose us wrongful
7. Notices of Default and Sale are materially false and inaccurate
8. Purported unpaid defaulted amounts are materially false
9. Rescission of the Loan Transaction
10. A preliminary and permanent injunction to prevent Defendants' wrongful foreclosure
11. Material breach of the Loan Transaction includes:
  - a. Defendants failure to disclose the receipt of loan "upfront fees" in violation of the Notice
  - b. Defendants charging annual interest of 13 ½ % instead of 12% as falsely disclosed in the Good Faith Estimate
  - c. Defendants failure to give Kumar a contractual three day cancellation right as disclosed in the Notice
  - d. Defendants wrongful receipt of usurious interest
  - e. Defendants wrongful recording of materially false Notices of Default and Sale
12. Defendants promissory fraud
13. Violative of California's unfair competition...and constitutes an unlawful, unfair and fraudulent business act or practice.