

1 BILL LOCKYER,  
Attorney General  
2 ALBERT NORMAN SHELDEN,  
Senior Assistant Attorney General  
3 LAURIE R. PEARLMAN,  
Supervising Deputy Attorney General  
4 JONATHAN LYNN, Bar No. 216621  
BENJAMING G. DIEHL, Bar No. 192984  
5 Deputy Attorneys General  
300 So. Spring Street, Suite 500  
6 Los Angeles, California 90013  
Telephone: (213) 897-2644  
7 Facsimile: (213) 897-4951

8 Attorneys for Plaintiff,  
The People of the State of California  
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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
11 FOR THE COUNTY OF LOS ANGELES  
12 NORTHEAST DISTRICT  
13

14 THE PEOPLE OF THE STATE OF  
CALIFORNIA,

15 Plaintiff,

16 v.

17 CHRISTOPH HOPPE a.k.a. CHRIS TOPH, an  
18 individual doing business as FAST CASH;  
DEJARDIN ENTERPRISES, INC., doing  
19 business as FAST CASH; MARQUIS FUND,  
INC. doing business as KAMPEN; and DOES 1  
20 through 20, inclusive,

21 Defendants.

Case No.

COMPLAINT FOR CIVIL PENALTIES,  
INJUNCTION AND OTHER  
EQUITABLE RELIEF

22 Plaintiff, the People of the State of California (the “People” or “Plaintiff”), is informed  
23 and believes, and on such information and belief alleges:

24 **INTRODUCTION**

25 1. Defendants operated a “payday” lending business, under the terms of which  
26 Defendants made loans secured by post-dated checks. Typically, Defendants would seek to cash  
27 these post-dated checks to obtain repayment on the loans, defined under California Law as  
28 “deferred deposits” or “deferred deposit transactions.” However, Defendants also unlawfully

1 filed numerous small claims actions for treble damages against consumers whose checking  
2 accounts did not hold sufficient funds to honor the checks. Among other laws, Defendants'  
3 misconduct violated provisions of California law expressly prohibiting lenders from suing for  
4 treble damages in such “payday loan” transactions. The People now bring this action for  
5 restitution, civil penalties, and all appropriate equitable relief, including the voiding of all  
6 improperly obtained judgments.

7 **DEFENDANTS**

8 2. Defendant CHRISTOPH HOPPE (“Hoppe”), also known as CHRIS TOPH, is a  
9 resident of Los Angeles County, California. Defendant Hoppe, is now, and was at all times  
10 mentioned herein, doing business as Fast Cash in Los Angeles County, California. Defendant  
11 Hoppe is the president, chief executive officer, secretary, and chief financial officer of Defendant  
12 DEJARDIN ENTERPRISES, INC. (“Dejardin”) and the vice president of Defendant MARQUIS  
13 FUND, INC. (“Marquis Fund”). As such, Hoppe manages, controls and directs, and at all times  
14 mentioned herein managed, controlled and directed, the activities of each of these entities.  
15 Defendant Hoppe is sued individually.

16 3. Defendant Dejardin Enterprises, Inc. is a California corporation located in Los  
17 Angeles County, California. Dejardin is, and was at all times mentioned herein, doing business  
18 as Fast Cash.

19 4. Defendant Marquis Fund, Inc. is a Delaware corporation located in Los Angeles  
20 County, California. Marquis Fund is, and was at all times mentioned herein, doing business as  
21 Kampen.

22 5. Plaintiff is not aware of the true names and capacities of the defendants sued  
23 herein as DOES 1 through 20, inclusive, and therefore sues these defendants by such fictitious  
24 names. Each of said fictitiously named defendants is responsible in some manner for the  
25 violations of law herein alleged. Plaintiff will amend this complaint to add the true names of the  
26 fictitiously named defendants once they are discovered. Whenever reference is made in this  
27 complaint to “Defendants,” such reference shall include Does 1 through 20 and Defendants  
28 Hoppe, Dejardin, and Marquis Fund.



1 references to Financial Code section 23000 et seq. refer to conduct on or after December 31,  
2 2004.

3 13. Defendants Hoppe and Dejardin engaged in the business of offering, originating,  
4 arranging, and making deferred deposits pursuant to Civil Code sections 1789.30 et seq. and  
5 deferred deposit transactions pursuant to Financial Code sections 23000 et seq.

6 14. At all times relevant to this Complaint, it was and is unlawful for parties making  
7 deferred deposit and deferred deposit transactions to seek or recover treble damages in instances  
8 where the check given by the borrower as security for the transaction is dishonored.

9 15. Defendants Hoppe and Dejardin transacted deferred deposits with borrowers,  
10 pursuant to a standard written agreement entitled "Payday Advance Disclosure."

11 16. Whenever a personal check written pursuant to a deferred deposit transaction with  
12 Defendants Hoppe and/or Dejardin could not be honored due to insufficient funds in the drafter's  
13 account, Defendants Hoppe and Dejardin engaged in the following practices:

14 a. Filed or threatened to file small claims court actions against the  
15 borrower/payor, in which Defendants Hoppe and/or Dejardin sought to recover the amount of the  
16 dishonored check, plus treble damages;

17 b. Obtained or attempted to obtain an agreement from the payor/borrower to  
18 pay the amount of the dishonored check, plus treble damages, and additional fees;

19 c. Obtained or attempted to obtain a judgment against the borrower/payor for  
20 the full amount of the dishonored check, plus treble damages; and

21 d. Collected or attempted to collect on a judgment for the full amount of the  
22 dishonored check, plus treble damages.

23 17. In addition, Defendants Hoppe and/or Dejardin assigned a number of dishonored  
24 checks, written pursuant to deferred deposit transactions, to Defendant Marquis Fund. In such  
25 cases, Marquis Fund, doing business as Kampen, engaged in the following practices:

26 a. Filed or threatened to file actions in small claims court against the  
27 borrower/payor, in which Defendant Marquis Fund sought to recover the amount of the  
28 dishonored check, plus treble damages;





1 this Complaint, and be ordered to provide all other equitable relief necessary to remedy past  
2 harms resulting from defendants' practices including, without limitation, the voiding of any  
3 improperly obtained judgments.

4 2. Pursuant to Business and Professions Code section 17206, that the Court assess a  
5 civil penalty of two thousand five hundred dollars (\$2,500) against Defendants and each of them  
6 for each violation of Business and Professions Code section 17200, as proved at trial, but in an  
7 amount not less than two million dollars (\$2,000,000) for each Defendant.

8 3. That Defendants be ordered to make full restitution of any money or other  
9 property that may have been acquired by its violations of Business and Professions Code section  
10 17200, as alleged in this complaint.

11 4. That the People recover their costs of suit.

12 5. Such other and further relief that the Court deems just and proper.

13 DATED: July \_\_, 2006

BILL LOCKYER,  
Attorney General  
ALBERT NORMAN SHELDEN,  
Senior Assistant Attorney General  
LAURIE R. PEARLMAN,  
Supervising Deputy Attorney General  
BENJAMIN G. DIEHL  
JONATHAN LYNN,  
Deputy Attorneys General

18  
19 By \_\_\_\_\_  
JONATHAN LYNN

20 Attorneys for Plaintiff,  
21 The People of the State of California  
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