

1 Kristin L. Crone (SBN #269679)  
Terry Thomas (SBN# 133963)- Of Counsel  
UFAN Legal Group, PC  
2 1490 Stone Point Dr., Suite 100, Roseville, California 95661  
Tel: (877)791-2247 Fax: (916)669-9698  
3 [kristin@theufan.com](mailto:kristin@theufan.com); [t2esq@yahoo.com](mailto:t2esq@yahoo.com)

4 Attorneys for Plaintiffs,  
CARLA VISENDI, et al

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8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO  
9 UNLIMITED JURISDICTION  
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11 CARLA VISENDI, an individual;  
AZEDAH MARY AFZALI, an individual;  
12 RACHELLE AMINI, an individual;  
SHAVON AMINI, an individual;  
13 TROY ANDERSON, an individual;  
GILBERT BARROW, an individual;  
14 UNADELLA BARROW, an individual;  
ARMANDO BARZAGHI, an individual;  
15 GREGORY BAUGHMAN, an individual;  
JENNIFER BAUGHMAN, an individual;  
16 DEBRA ANN BERNABE, an individual;  
LINDA BERNARDI, an individual;  
17 LYDIA BORROMEO, an individual;  
RAUL BORROMEO, an individual;  
18 MICHAEL BYER, an individual;  
CAROL CAMPOS, an individual;  
19 LARRY CAMPOS, an individual;  
CORETTA CANTLEY, an individual;  
20 MARIBEL CASTILLO, an individual;  
AMIE CHAPMAN, an individual;  
21 MATT CHAPMAN, an individual;  
MARIA CHIN, an individual;  
22 RONALD CHIN, an individual;  
ANTHONY CLIFTON, an individual;  
23 SHELLY CLIFTON, an individual;  
CHICO COLEMAN; an individual;  
24 SHANNA COLEMAN; an individual;  
JAY CUCCIA, an individual;  
25 JUSTIN DAY, an individual;  
DANIEL DE LEON, an individual;  
26 MARY DE ROSALES, an individual;  
ANDRE EDMONDS, an individual;  
27 DEGEFU EJIGAYEHU, an individual;  
SHARON FAIRBANKS, an individual;  
28 RANDOLPH FOREST, an individual;

Civil Case No:

PLAINTIFFS' COMPLAINT FOR  
DAMAGES:

1. **Rescission – Mistake – Void Agreement**
2. **Fraudulent Concealment;**
3. **Intentional Misrepresentation;**
4. **Negligent Misrepresentation;**
5. **Invasion of Constitutional Right to Privacy;**
6. **Injunctive Relief for Violation of Civil Code § 2923.5;**
7. **Violation of Civil Code § 1798.82;**
8. **Wrongful Foreclosure: Violation of Civil Code § 2924**

1 PAUL FRAGA, an individual;  
GRACE FERRIS, an individual;  
STEVEN FERRIS, an individual;  
2 GARY FRENCH, an individual;  
MARY FRENCH, an individual;  
3 BONNIE GALLEGOS, an individual;  
BERNARDO GANO, an individual;  
4 MARTHA ANNE GARCIA, an individual;  
GERALD GOLDSTEIN; an individual;  
5 SILVIA GOURIAN, an individual;  
LAURA GREGERSEN, an individual;  
6 DEBRA HERMAN, an individual;  
JAMES HERMAN, an individual;  
7 VINCENTE HERNANDEZ, an individual;  
ZORENE HERNANDEZ, an individual;  
8 DIANE HOPKINS, an individual;  
RON HOPKINS, an individual;  
9 ONGART ITTIVAMEETHAM, an individual;  
NORA JAUREGUI, an individual;  
10 RUBEN JAUREGUI, an individual;  
MICHAEL JENSON, an individual;  
11 JODI JOHNSON, an individual;  
NEIL JOHNSON, an individual;  
12 BEVERLY JOINER, an individual;  
DALE JONES, an individual;  
13 GRACE JONES, an individual;  
GARY JONES, an individual;  
14 JEANNIE KING-SCURLOCK, an individual;  
AVA KNOSE, an individual;  
15 JAN LEWIS, an individual;  
MAURA LEOS, an individual;  
16 MANUEL LEOS, an individual;  
JOHN HUMBERTO LOZANO, an individual;  
17 MELICIO MAGDAUYO, an individual;  
PHYLLIS MAGDAUYO, an individual;  
18 RICHARD MASUD, an individual;  
JUDITH MCPARLAND, an individual;  
19 LARRY MCPARLAND, an individual;  
ROBERT MEAGLIA, an individual;  
20 VICKY MEAGLIA, an individual;  
LORI MEISEL, an individual;  
21 EVANGELINA MELCHOR, an individual;  
JESUS MELCHOR, an individual;  
22 MARVIN MENDONCA, an individual;  
BETH MENDONCA, an individual;  
23 HARRIETTE MIDDLETON; an individual;  
ESTELLA MIMMS, an individual;  
24 FEREDOON MOHAMMADI, an individual;  
APRILLA MORALES, an individual;  
25 LUIS MORALES, an individual;  
MICHELLE MOSES, an individual;  
26 LIDA MUSESIAN, an individual;  
YERVAN MUSESIAN, an individual;  
27 ROBERT NACHTSHEIM, an individual;  
KARINA NACHTSHEIM, an individual;  
28 JUDITH NEESE, an individual;

1 RONALD NEESE, an individual;  
DAVID LEE NOLAN, an individual;  
JUDY NOLAN, an individual;  
2 KATHY OLSEN, an individual;  
ANGELINA ORTIZ, an individual;  
3 LEODAN ORTIZ, an individual;  
MELODY PARTDRIDGE, an individual;  
4 WILLIAM PARTRIDGE, an individual;  
ANTHONY PEREZ, an individual;  
5 DANIEL S. PITTL, an individual;  
WENDRASWORD POEDJORAHARDJO, an  
6 individual;  
MICHELLE POEHLMAN, an individual;  
7 STEPHEN POEHLMAN, an individual;  
AUGUSTINE QUINTERO, an individual;  
8 PETRA QUINTERO, an individual;  
VAN RANDON, an individual;  
9 ALEJANDRO RICO JR., an individual;  
ROBERT ROBLEDO, an individual;  
10 SHARON ROBLEDO, an individual;  
ALFREDO RODRIGUEZ, an individual;  
11 SANDRA RODRIGUEZ, an individual;  
DEBRA RICO, an individual;  
12 MARIO SANTIAGO, an individual;  
SALLY SHEETS, an individual;  
13 TIMOTHY SHEETS, an individual;  
JAVIER SOTELO, an individual;  
14 SILVINO TAPIA, an individual;  
LINDA TEDJASUKMANA, an individual;  
15 BYRON THINGER, an individual;  
DONNA TOSCANO, an individual;  
16 MARIA UY, an individual;  
NICASTER UY, an individual;  
17 MONEIK VANGINKEL, an individual;  
MELANI VERANO, an individual;  
18 MICHAEL VERANO, an individual;  
SERAFIN VILLANUEVA, an individual;  
19 JACKIE WALKER, an individual;  
STEVEN WALKER, an individual;  
20 JEANNE WARD, an individual;  
STEWART WARD, an individual;  
21 CURT WASSERMAN, an individual;  
PAMELA LYNN ORTON WEATHERLY, an  
22 individual;  
NYRE WILLIAMS, an individual;  
23 WOLDEMEAMLAKE WOLDEYOHANNES, an  
individual;  
24 BING YOUNG, an individual;  
CHARLES ZETTLE, an individual,  
25 and ROES 1 through 1,000, inclusive,

26 Plaintiffs,

27 v.  
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1 BANK OF AMERICA CORPORATION, a  
corporation;  
2 BANK OF NEW YORK MELLON  
CORPORATION, a corporation;  
3 COUNTRYWIDE FINANCIAL CORPORATION,  
a corporation;  
4 COUNTRYWIDE HOME LOANS, INC., a  
corporation;  
5 BANK MORTGAGE SOLUTIONS, LLC, a limited  
liability corporation;  
6 BAC HOME LOANS SERVICING, a corporation;  
BANK OF NEW YORK TRUST COMPANY, a  
7 corporation;  
BENCHMARK MORTGAGE CORPORATION, a  
8 corporation;  
CITIMORTGAGE, a corporation;  
9 CTC REAL ESTATE SERVICES, INC., a  
corporation;  
10 DESERT COMMUNITY BANK, a corporation;  
HSBC BANK, a corporation;  
11 FANNIE MAE, a corporation;  
FIRST FRANKLIN FINANCIAL  
12 CORPORATION, a corporation;  
HOME SAVERS, INC., a corporation;  
13 LEHMAN BROTHERS, INC., a corporation;  
MOUNTAIN STATES MORTGAGE CENTERS,  
14 INC., a corporation;  
NL INC., a corporation;  
15 PARAMOUNT RESIDENTIAL MORTGAGE  
GROUP, INC., a corporation;  
16 PINE MOUNTAIN LAKE ASSOCIATION, a  
corporation;  
17 PROVIDENT SAVINGS BANK, a corporation;  
RECONTRUST COMPANY, NA, a California  
18 entity, form unknown;  
SCME MORTGAGE BANKERS, INC., a  
19 corporation;  
SOUTH PACIFIC FINANCIAL CORPORATION,  
20 a corporation;  
WASHINGTON MUTUAL BANK, a corporation;  
21 WELLS FARGO, a corporation  
WMC MORTGAGE CORP., a corporation; and  
22 DOES 1 through 100, inclusive,

23 Defendants

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25 Plaintiffs, and each of them, hereby demand a jury trial and allege as follows:  
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**PRELIMINARY STATEMENT**

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2 1. Plaintiffs attach as Exhibit A the Forth Amended Complaint from Ronald v. Bank  
3 of America hereto and incorporate by reference each and every allegation as though fully  
4 set forth herein.

5 2. This lawsuit arises from: (1) Defendants’ deception in inducing Plaintiffs to enter  
6 into mortgages from 2003 to 2008; (2) Defendants’ breach of Plaintiffs’ Constitutionally  
7 and statutorily protected rights of privacy; and (3) Defendants’ continuing tortuous  
8 conduct intended to deprive Plaintiffs of their rights and remedies for the foregoing acts,  
9 described below:

10 a. A massive fraud perpetrated upon Plaintiffs and other borrowers by the  
11 Defendants that devastated the values of their residences, in most cases  
12 resulting in Plaintiffs’ loss of all or substantially all of their net worths.

13 b. Defendant Countrywide Financial Corporation (“Countrywide”) was  
14 among the leading providers of mortgages in the nation during all times  
15 relevant to this Complaint. By 2005, Countrywide was the largest U.S.  
16 mortgage lender in the United States, originating over \$490 billion in  
17 mortgage loans in 2005, over \$450 billion in 2006, and over \$408 billion in  
18 2007.

19 c. In 2007, Defendant Bank of America (“BofA”) commenced negotiations to  
20 acquire Countrywide. By late 2007, BofA began merging its operations  
21 with Countrywide and adopting some of Countrywide’s practices. From  
22 and after its acquisition of Countrywide and as a principal, BofA has  
23 engaged in and continued the wrongful conduct complained of herein.

24 d. On information and belief, all other listed Defendants are believed to have  
25 been directed by, owned and operated by, or later acquired by Bank of  
26 America.

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- e. As a result, Plaintiffs lost their equity in their homes, their credit ratings and histories were damaged or destroyed, and Plaintiffs incurred material other costs and expenses, described herein. At the same time, Defendants took from Plaintiffs and other borrowers billions of dollars in interest payments and fees and generated billions of dollars in profits by selling their loans at inflated values to investors.
- f. Like a drug that requires ever-higher doses to yield the same high, the fraud reached its zenith – or its nadir – when Countrywide, along with the other loan originators, systematically destroyed California home values county-by-county and then State-wide.
- g. Defendants’ improper acts have continued, including, inter alia: (1) issuing Notices of Default in violation of Cal. Civil Code §2923.5; (2) misrepresenting their intention to arrange loan modifications for Plaintiffs, while in fact creating abusive roadblocks to deprive Plaintiffs of their legal rights
- h. Defendants’ continue to demand payment and to foreclose and threaten to foreclose on Plaintiffs, despite the fact that: (1) Defendants have no proof that they own the notes and deeds of trust they seek to enforce; (2) there is considerable evidence that Defendants do not own the notes and deeds of trust they enforce and seek to enforce and based thereon, Plaintiffs allege that they do not; and (3) whether or not they can demonstrate ownership of the requisite notes and deeds of trust, Defendants lack the legal right to enforce the foregoing because they have not complied with disclosure requirements intended to assure mortgages are funded with monies obtained lawfully.

3. Countrywide has asserted in its securities filings that it sold its mortgages. Defendants have no evidence that they have re-acquired Plaintiffs’ notes or deeds of trust.

1 4. Plaintiffs believe and thereon allege that Defendants have made demand for  
2 payment on the Plaintiffs with respect to Plaintiffs' properties at a time when Defendants  
3 are incapable of establishing (and do not have any credible knowledge regarding) who  
4 owns the promissory notes Defendants are purportedly servicing. Plaintiffs believe and  
5 thereon allege that because Defendants are not the holders of Plaintiffs' notes and deeds of  
6 trust and are not operating under a valid power from the current holders of the notes and  
7 deeds of trust, Defendants may not enforce the notes or deeds of trust.

8 5. The Defendants include some of our leading financial institutions – institutions on  
9 which Plaintiffs thought they could rely and did rely. But, they were wrong. As is clear  
10 from the mounting number of federal and state enforcement actions against Defendants, it  
11 is now widely recognized that they have done very bad things with regard to their  
12 mortgage business.

13 6. Mortgage Electronic Registration Systems Inc., a/k/a MERSCORP, Inc.  
14 ("MERS") operates an electronic registry designed to track servicing rights and the  
15 ownership of mortgages. MERS is sometimes named as the "nominee" for the  
16 beneficiary, and at other times MERS is named as the "beneficiary" of the deed of trust on  
17 behalf of unknown persons. When a loan is transferred among MERS members, MERS  
18 purports to simplify the process by avoiding the requirement to re-record liens and pay  
19 county recorder filing fees.

20 7. For the substantial majority of the Plaintiffs herein, MERS claims to be the owner  
21 of the security interest indicated by the mortgages transferred by lenders, investors and  
22 their loan servicers in the county land records which lowers costs for lenders and  
23 consumers by reducing county recording revenues from real estate transfers and provides  
24 a central source of information and tracking for mortgage loans.

25 8. Based upon published reports, including the MERS website, Plaintiffs believe and  
26 thereon allege, MERS does not: (1) take applications for, underwrite or negotiate  
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1 mortgage loans; (2) make or originate mortgage loans to consumers; (3) extend credit to  
2 consumers; (4) service mortgage loans; or (5) invest in mortgage loans.

3 9. MERS is used by Defendants to facilitate the unlawful transfers of mortgages,  
4 unlawful pooling of mortgages and the injection into the United States banking industry of  
5 unsourced (i.e., unknown) funds, including, without limitation, improper off-shore funds.  
6 Plaintiffs are informed and thereon believe and allege that MERS has been listed as  
7 beneficial owner of more than half the mortgages in the United States. MERS is  
8 improperly listed as beneficial owner of many of Plaintiffs' mortgages.

9 10. Because of the use of MERS, Plaintiffs do not know all of the relevant parties to  
10 this action and what Defendants have what rightful claims to payment under the Notes  
11 herein. Plaintiff will amend this complaint as necessary to reflect the parties as they are  
12 discovered.

13 11. Despite being used by Defendants in California, MERS' status in California was  
14 suspended on May 31, 2002 and its agent for service of process resigned on March 25,  
15 2009. No action taken by MERS in or with respect to the State of California, property in  
16 the State of California, individuals in the State of California or legal persons in the State  
17 of California since May 21, 2002 is a valid or enforceable action.

## 18 19 **PARTIES**

### 20 **Plaintiffs**

21 BANK OF AMERICA/COUNTRYWIDE AS OWNER OR ORIGINATOR

22 12. Plaintiff TIMOTHY SHEETS is an individual residing in the State of California,  
23 with property located at 875 Bel Esprit Circle, San Marcos, CA 92069. Mr. Sheets and  
24 his wife Sally Sheets refinanced their mortgage with Bank of America in 2006 as  
25 evidenced by the Deed of Trust recorded in San Diego County on February 21, 2006. The  
26 Sheets attempted to get modified terms after the economic crisis unforeseeably and  
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1 severely altered their financial circumstances. No modification was granted although the  
2 Sheets believe they qualified.

3 13. Plaintiff SALLY SHEETS is an individual residing in the State of California. Ms.  
4 Sheets is married to TIMOTHY SHEETS and is subject to similar circumstances. She  
5 receives medical treatment for depressive symptoms triggered by the stress of her  
6 financial situation.

7 14. Plaintiff MATT CHAPMAN is an individual residing in the State of California,  
8 with property located at 27777 Pistachio Court, Hayward, CA 94544. Mr. Chapman and  
9 his wife Amie Chapman opened a mortgage with Countrywide Home Lending in 2005 as  
10 evidenced by the Deed of Trust recorded in Alameda County on August 11, 2005. In  
11 2008, after Countrywide's disastrous failure, Bank of America purchased Countrywide  
12 Home Lending and became the Chapmans' lender. The Chapmans fell behind on their  
13 mortgage payments and sought a loan modification after the economic crisis  
14 unforeseeably and severely altered their financial circumstances. After going through the  
15 modification process three times, they were told they didn't qualify and were considered  
16 in default because of lower payments made during the trial period. A Notice of Trustee  
17 Sale was issued on October 26, 2009. The Chapmans were told that the sale date would  
18 be canceled upon modification of their loan. However, the Trustee continues to pursue  
19 foreclosure proceedings.

20 15. Plaintiff AMIE CHAPMAN is an individual residing in the State of California.  
21 Amie is married to MATT CHAPMAN and is subject to similar circumstances.

22 16. Plaintiff LIDA MUSESIAN is an individual residing in the State of California,  
23 with property located at 1055 Irving Avenue, Glendale, CA 91201. Ms. Musesian and her  
24 husband Yervan Musesian obtained their mortgage with Washington Mutual in 2004 as  
25 evidenced by the Deed of Trust recorded in Los Angeles County on February 25, 2004.  
26 On November 30, 2005, a Deed of Trust was recorded listing Countrywide Home Loans  
27 as the Musesians' lender. In 2008, Bank of America bought out Countrywide and became  
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1 the Musesians' lender. Ms. Musesian tried to get a modification for three years but Bank  
2 of America claimed repeatedly that they were missing documents she had provided them.  
3 A Notice of Default was filed on January 27, 2011 and a Notice of Trustee Sale was filed  
4 May 4, 2011 for May 26, 2011.

5 17. Plaintiff YERVAN MUSESIAN is an individual residing in the State of  
6 California. Yervan is married to LIDA MUSESIAN and is subject to similar  
7 circumstances.

8 18. Plaintiff ROBERT NACHTSHEIM is an individual residing in the State of  
9 California, with property located at 16621 Patronella Avenue, Torrance, CA 90504. Mr.  
10 Nachtsheim and his wife Karina Nachtsheim refinanced their mortgage loan with  
11 Countrywide Home Lending in 2005 as evidenced by the Deed of Trust recorded in Los  
12 Angeles County on December 22, 2005. In 2008, Bank of America bought out  
13 Countrywide Home Lending and became the Nachtsheims' lender. The Nachtsheims  
14 sought a loan modification after the economic crisis unforeseeably and severely altered  
15 their financial circumstances. They declined to accept an offer of modification with even  
16 less favorable terms and were repeatedly denied assistance on their loan by Bank of  
17 America. A notice of default was issued by the Trustee on March 28, 2011.

18 19. Plaintiff KARINA NACHTSHEIM is an individual residing in the State of  
19 California. Karina is married to ROBERT NACHTSHEIM and is subject to similar  
20 circumstances.

21 20. Plaintiff DAVID LEE NOLAN is an individual residing in the State of Utah, with  
22 property located at 280 East 100 South, Lehi, UT 84043. Mr. Nolan and his wife Judy  
23 Nolan refinanced their mortgage with Countrywide Home Lending in 2007 as evidenced  
24 by the Deed of Trust recorded in Utah County on July 10, 2007. In 2008, Bank of  
25 America bought out Countrywide Home Lending and became the Nolans' lender. As a  
26 result of the economic downturn, the Nolans faced a severe reduction in their income.  
27 Bank of America representatives told the Nolans that they must be at least 90 days behind  
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1 to receive a loan modification. The Nolans, relying on this information, stopped making  
2 payments, but Bank of America denied their repeated requests for modification.

3 21. Plaintiff JUDY NOLAN is an individual residing in the State of Utah. Judy is  
4 married to DAVID LEE NOLAN and is subject to similar circumstances.

5 22. Plaintiff MICHELLE MOSES is an individual residing in the State of California,  
6 who had owned property located at 1224 Calle de Campo, Santa Maria, CA 93454. Ms.  
7 Moses obtained her original mortgage with Citifinancial, but the lien was resold to  
8 Countrywide Bank in 2007, as evidenced by the Deed of Trust recorded in Santa Barbara  
9 County on July 20, 2007. In 2008, Bank of America bought out Countrywide Home  
10 Lending and became Ms. Moses' lender. Following drastic reductions in her income  
11 during the economic downturn and increased expenses, including her mother's disability,  
12 Ms. Moses sought hardship assistance from Bank of America. The bank told her nothing  
13 could be done because she had enough resources to make payments and failed to send  
14 documents required for available government programs. After repeatedly seeking  
15 modification, she finally received a notice stating that her request for assistance was  
16 denied because she did not have the financial resources to support repayment or loan  
17 modification. A Notice of Trustee Sale was issued on September 10, 2009. The property  
18 was sold on May 19, 2011 and an eviction notice was issued on June 24, 2011 stating that  
19 Ms. Moses had three days to vacate the premises.

20 23. Plaintiff JAY CUCCIA is an individual residing in the State of California, with  
21 property located at 4800 Lexington Circle, Loomis, CA 95650. Mr. Cuccia and his wife  
22 Jan Lewis refinanced their mortgage with Countrywide Home Loans in 2005, as  
23 evidenced by the Deed of Trust recorded in Placer County on September 14, 2005. In  
24 2008, Bank of America bought out Countrywide and became Mr. Cuccia's lender. Mr.  
25 Cuccia fell behind on his mortgage payments and attempted to get a modification, but was  
26 denied because he did not have sufficient income. In June 2005, Bank of America  
27 initiated foreclosure proceedings on Mr. Cuccia's property.

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1 24. Plaintiff JAN LEWIS is an individual residing in the State of California. Jan is  
2 married to JAY CUCCIA and subject to similar circumstances.

3 25. Plaintiff GILBERT BARROW is an individual residing in the State of California,  
4 with property located at 6270 Lake Park Drive, Sacramento, CA 95831. Mr. Barrow and  
5 his wife Unadella refinanced their mortgage with Countrywide Home Loans in 2005, as  
6 evidenced by the Deed of Trust recorded in Sacramento County on August 31, 2005. In  
7 2008, Bank of America bought out Countrywide and became the Barrows' lender. After  
8 the economic crisis unforeseeably and drastically altered their financial circumstances, the  
9 Barrows sought a loan modification through Bank of America but were denied assistance.

10 26. Plaintiff UNADELLA BARROW is an individual residing in the State of  
11 California. Unadella is married to GILBERT BARROW and subject to similar  
12 circumstances.

13 27. Plaintiff JOHN HUMBERTO LOZANO is an individual residing in the State of  
14 California, with property located at 9829 Pattycake Court, Elk Grove, CA 95624. Mr.  
15 Lozano obtained a mortgage with Countrywide Home Lending doing business as  
16 America's Wholesale Lender in 2006, as evidenced by the Deed of Trust recorded in  
17 Sacramento County on April 14, 2006. Bank of America became Mr. Lozano's lender  
18 when the bank bought out Countrywide in 2008. After substantial reduction in his income  
19 during the economic downturn, Mr. Lozano sought a loan modification with Bank of  
20 America. He was granted a temporary modification, but when the temporary modification  
21 ended, the bank declared him in default and initiated foreclosure proceedings on his  
22 property in June 2011.

23 28. Plaintiff GARY JONES is an individual residing in the State of California, with  
24 property located at 6058 Pythagoras Avenue, Oak Hills CA 92344. Mr. Jones originally  
25 obtained his mortgage loan through Desert Community Bank in 2003, as evidenced by the  
26 Deed of Trust recorded in San Bernadino County on March 28, 2003. MERS records  
27 indicate that Bank of America holds his note as an investor. After the economic crisis  
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1 unforseeably and severely altered their financial circumstances, Mr. Jones and his wife  
2 Pam Jones applied for a loan modification through the Home Affordable Foreclosure  
3 Alternatives program. They were denied assistance three times. On April 23, 2011 they  
4 were told that they had rejected Bank of America's offer of a trial modification, though  
5 the Joneses had no knowledge of such an offer.

6 29. Plaintiff VINCENTE HERNANDEZ is an individual residing in the State of  
7 California, with property located at 6 San Andres, Rancho Santa Margarita, CA 92688.  
8 Mr. Hernandez and his wife Zorene Hernandez refinanced their mortgage loan with  
9 Countrywide Bank in 2005, as evidenced by the Deed of Trust recorded in Orange County  
10 on September 15, 2005. Bank of America acquired the Hernandezes' loan when it bought  
11 out Countrywide in 2008. When economic hardship struck, the Hernandezes sought a  
12 loan modification and were told that they should stop making payments in order to receive  
13 a modification. They did so, but the modification was denied, and Bank of America  
14 initiated foreclosure proceedings against them in June of 2011.

15 30. Plaintiff ZORENE HERNANDEZ is an individual residing in the state of  
16 California. Zorene is married to VINCENTE HERNANDEZ and subject to similar  
17 circumstances.

18 31. Plaintiff WENDRASWORD POEDJORAHARDJO is an individual residing in the  
19 State of California, with property located at 11183 Whitewater Avenue, Montclair, CA  
20 91763. Mr. Poedjorahardjo obtained his mortgage with Bank of America in 2007, as  
21 evidenced by the Deed of Trust recorded in San Bernadino County on March 14, 2007.  
22 After the economic crisis unforseeably and severely altered his financial circumstances,  
23 Mr. Poedjorahardjo applied for a loan modification through HAMP. Bank of America sat  
24 on his application, continuing to request additional documents. On April 27, 2011, Mr.  
25 Poedjorahardjo was told that the loan modification was denied, and on May 31, 2011, he  
26 was told that the account had been sent for foreclosure review.

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1 32. Plaintiff LINDA TEDJASUKMANA is an individual residing in the state of  
2 California. Linda is married to WENDRASWORD POEDJORAHARDJO and subject to  
3 similar circumstances.

4 33. Plaintiff AVA KNOSE is an individual residing in the State of California, with  
5 property located at 25305 Hemlock Avenue, Moreno Valley, CA 92557. Ms. Knose  
6 refinanced her mortgage loan with Bank of America in 2005, as evidenced by the Deed of  
7 Trust recorded in Riverside County on June 29, 2005. When Ms. Knose began having  
8 difficulty making her payments, she applied for a loan modification. She was told that she  
9 qualified for a modification and followed the trial modification plan, but was later denied  
10 with no reason given. She then applied for a modification through HAMP, but was told  
11 that her payment was beneath the threshold for assistance.

12 34. Plaintiff ALEJANDRO RICO JR. is an individual residing in the State of  
13 California, with property located at 425 Elkhorn Lane, Escondido, CA 92026. Mr. Rico  
14 and his wife Debra Rico refinanced his mortgage loan with Countrywide in 2006, as  
15 evidenced by the Deed of Trust recorded in San Diego County on December 20, 2006.  
16 Bank of America acquired the Ricos' loan when it bought out Countrywide in 2008. After  
17 the economic crisis drastically altered their financial circumstances, the Ricos sought a  
18 modification. They thought that they had been approved but in August 2010 were told  
19 that their modification was denied. They were unable to bring their loan current after  
20 making trial payments and foreclosure proceedings were initiated.

21 35. Plaintiff DEBRA RICO is an individual residing in the State of California. Debra  
22 is married to ALEJANDRO RICO JR. and is subject to similar circumstances.

23 36. Plaintiff BING YOUNG is an individual residing in the State of California, with  
24 property located at 988 Franklin Street #1611, Oakland, CA 94607. Mr. Young  
25 refinanced his mortgage loan with Bank of America in 2006, as evidenced by the Deed of  
26 Trust recorded in Alameda County on October 19, 2006. Mr. Young is retired and has  
27 had increasing difficulty making his payments. Mr. Young has sought a loan  
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1 modification but modification was denied. In 2009, Bank of America refinanced his loan,  
2 but the new terms did not alleviate his hardship.

3 37. Plaintiff JUSTIN DAY is an individual residing in the State of California, with  
4 property located at 1818 Ivycrest Way, Sacramento, CA 95835. Mr. Day's mortgage is  
5 held by and was originated by Bank of America, as evidenced by the Deed of Trust  
6 recorded in Sacramento County. Mr. Day was put into an interest only adjustable rate  
7 mortgage. The value of his property is now less than 50% of the value when purchased.  
8 Since the severe decline in property value and changed financial circumstances due to the  
9 economic disaster, Mr. Day has attempted to refinance or modify his loan with BofA.  
10 When inquiring about new loan terms, BofA took a \$500 fee for consideration, demanded  
11 another \$400+ fee for appraisal, and then approved new loan terms did not improve the  
12 monthly payment and Bank of America required a \$10,000 payment up front to obtain the  
13 refinance. Mr. Day could not afford the \$10,000 payment and therefore lost the amounts  
14 paid for consideration and appraisal. He also made a downpayment on purchase of the  
15 home of \$100,000 which was lost due to the overinflated appraisal of the home at time of  
16 purchase.

17 38. Plaintiff MARIBEL CASTILLO is an individual residing in the State of  
18 California, with property located at 681 Alexandra Court, San Jose, CA 95125. Ms.  
19 Castillo and her husband Mark Castillo refinanced their mortgage loan with Countrywide  
20 Home Loans in 2006, as evidenced by the Deed of Trust recorded in Santa Clara County  
21 on May 26, 2006. Bank of America acquired the Castillos' loan when it bought out  
22 Countrywide in 2008. After the economic crisis severely and unforeseeably altered their  
23 financial circumstances, the Castillos sought a loan modification. They applied for a loan  
24 modification multiple times and were finally offered terms that did not alleviate their  
25 hardship. The Castillos then tried to sell the property in short sale, but were unsuccessful.  
26 Bank of America pursued foreclosure against them, and a Notice of Trustee Sale on the  
27 property was issued June 3, 2011 for a sale date of June 24, 2011.

1 39. Plaintiff FEREIDOON MOHAMMADI is an individual residing in the State of  
2 California, with property located at 2748 Mountain Pine Drive, La Crescenta, CA 91214.  
3 Mr. Mohammadi and his wife Azedah Mary Afzali refinanced his mortgage loan with  
4 Countrywide Home Loans in 2007, as evidenced by the Deed of Trust recorded in Los  
5 Angeles County on April 11, 2007. Bank of America acquired Mr. Mohammadi's loan  
6 when it bought out Countrywide in 2008. After the economic crisis severely and  
7 unforeseeably altered her financial circumstances, Mr. Mohammadi repeatedly sought a  
8 modification but was denied assistance.

9 40. Plaintiff AZEDAH MARY AFZALI is an individual residing in the State of  
10 California. Azedah Mary is married to FEREIDOON MOHAMMADI and is subject to  
11 similar circumstances.

12 41. Plaintiff BYRON THINGER is an individual residing in the State of California,  
13 with property located at 74071 Scholar Lane West, Palm Desert, CA 92211. Mr. Thinger  
14 refinanced his mortgage loan with Bank of America in 2004, as evidenced by the Deed of  
15 Trust recorded in San Bernadino County on March 16, 2004. He refinanced again with  
16 Countrywide Home Lending on April 13, 2007.

17 42. Plaintiff SHAVON AMINI is an individual residing in the State of California, with  
18 property located at 850 Beech Street #1801, San Diego, CA 92101. Ms. Amini and her  
19 sister Rachelle Amini refinanced their mortgage loan with Countrywide Home Loans in  
20 2005, as evidenced by the Deed of Trust recorded in San Diego County on May 20, 2005.  
21 After the economic crisis severely and unforeseeably altered their financial circumstances,  
22 the Aminis tried to contact their lender for assistance, but never received any response.

23 43. Plaintiff RACHELLE AMINI is an individual residing in the State of California.  
24 Rachelle is SHAVON AMINI's sister and co-borrower and is subject to similar  
25 circumstances.

26 44. Plaintiff RUBEN JAUREGUI is an individual residing in the State of California,  
27 with property located at 15 Carey Avenue, Freedom, CA 95019. Mr. Jauregui and his  
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1 wife, Nora Jauregui, refinanced their mortgage loan with Countrywide Home Loans doing  
2 business as America's Wholesale Lender in 2006, as evidenced by the Deed of Trust  
3 recorded in Santa Cruz County on June 2, 2006. MERS records indicate that BAC is the  
4 loan servicer and the Bank of New York Mellon is the investor. After the economic crisis  
5 severely and unforeseeably altered their financial circumstances, the Jaureguis sought a  
6 loan modification. In August of 2010 they received a letter proposing a new payment  
7 plan, but were not offered any modification to their loan terms. On June 24, 2011, a  
8 Notice of Trustee Sale was issued by the trustee for a sale date of July 18, 2011.

9 45. Plaintiff NORA JAUREGUI is an individual residing in the State of California.  
10 She is married to RUBEN JAUREGUI and subject to similar circumstances.

11 46. Plaintiff MARIO SANTIAGO is an individual residing in the State of California,  
12 with property located at 462 Safari Drive, San Jose, CA 95123. Mr. Santiago, his wife,  
13 Donna Toscano, and his sister, Linda Bernardi refinanced their mortgage loan with First  
14 Franklin Financial Corporation in 2007, as evidenced by the Deed of Trust filed in Santa  
15 Clara County on April 27, 2007. MERS records indicate that Bank of America is both the  
16 loan servicer and the investor on the note. After the economic crisis severely and  
17 unforeseeably altered their financial circumstances, Mr. Santiago sought a loan  
18 modification but received no assistance.

19 47. Plaintiff DONNA TOSCANO is an individual residing in the State of California.  
20 She is married to MARIO SANTIAGO and subject to similar circumstances.

21 48. Plaintiff LINDA BERNARDI is an individual residing in the State of California.  
22 She is the sister of MARIO SANTIAGO and subject to similar circumstances.

23 49. Plaintiff MICHAEL JENSON is an individual residing in the State of California,  
24 with property located at 749 Savignon Blanc Court, Los Banos, CA 93635. Mr. Jenson  
25 and his wife, Susan Jenson, refinanced their mortgage loan with Countrywide Home  
26 Loans in 2007, as evidenced by the Deed of Trust filed in Merced County on March 6,  
27 2007. MERS records indicate that BAC is the loan servicer and the Bank of New York  
28

1 Mellon is the investor on the note. After the economic crisis severely and unforeseeably  
2 altered their financial circumstances, the Jensions sought a loan modification. They were  
3 offered a trial modification and made the payments agreed upon for three months. The  
4 modification was denied but Bank of America failed to notify the Jensions until  
5 foreclosure proceedings had been initiated against them, with a Notice of Default filed on  
6 May 23, 2011.

7 50. Plaintiff ALFREDO RODRIGUEZ is an individual residing in the State of  
8 California, with property located at 25790 Seagrass Trail, Wildomar, CA 92595. Mr.  
9 Rodriguez and his wife, Sandra Rodriguez, obtained their mortgage loan with  
10 Countrywide Home Loans in 2008, as evidenced by the Deed of Trust filed in Riverside  
11 County on January 31, 2008. Bank of America acquired the Rodriguezes's loan when it  
12 bought out Countrywide later that year, and MERS records indicate that Bank of America  
13 is the current loan servicer. After the economic crisis severely and unforeseeably altered  
14 their financial circumstances, the Rodriguezes sought a loan modification. They were told  
15 that Bank of America could not help them and that they would have to work with the  
16 "trust company" or trustee. A Notice of Default was issued against the property on April  
17 1, 2011 by Recontrust Company.

18 51. Plaintiff SANDRA RODRIGUEZ is an individual residing in the State of  
19 California. She is married to ALFREDO RODRIGUEZ and subject to similar  
20 circumstances.

21 52. Plaintiff SILVINO TAPIA is an individual residing in the State of California, with  
22 property located at 1080 Philadelphia Street, Pomona, CA 91766. Mr. Tapia refinanced  
23 his mortgage loan with Countrywide Home Loans in 2007, as evidenced by the Deed of  
24 Trust filed in Los Angeles County on March 9, 2007. Bank of America acquired Mr.  
25 Tapia's loan when it bought out Countrywide later that year, and MERS records indicate  
26 that Bank of America is the current loan servicer. After the economic crisis severely and  
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1 unforeseeably altered their financial circumstances, Mr. Tapia sought a loan modification.  
2 In April 2011, Bank of America told him his loan modification was denied.

3 53. Plaintiff LARRY CAMPOS is an individual residing in the State of California,  
4 with property located at 3568 Ballantyne Drive, Pleasanton, CA 94588. Mr. Campos and  
5 his wife Carol Campos refinanced their mortgage loan with Countrywide Home Loans  
6 doing business as America's Wholesale Lender in 2002, as evidenced by the Deed of  
7 Trust recorded in Alameda County on August 6, 2002. After Mr. Campos' disability,  
8 compounded by the economic crisis, severely and unforeseeably altered their financial  
9 circumstances, the Campos filed for bankruptcy and sought a loan modification. They  
10 were advised by a bank representative to stop making their payments in order to obtain a  
11 loan modification, but the modification was denied. On June 15, 2011, the trustee issued a  
12 Notice of Default on the property.

13 54. Plaintiff CAROL CAMPOS is an individual residing in the State of California.  
14 She is married to LARRY CAMPOS and subject to similar circumstances.

15 55. Plaintiff BERNARDO GANO is an individual residing in the State of California,  
16 with property located at 1433 Dakota Avenue, San Mateo, CA 94401. Mr. Gano  
17 refinanced his mortgage loan with Countrywide Home Loans doing business as America's  
18 Wholesale Lender in 2004, as evidenced by the Deed of Trust recorded in San Mateo  
19 County on September 1, 2004. After the economic crisis severely and unforeseeably  
20 altered his financial circumstances, Mr. Gano was unable to keep up with his payments.  
21 On December 9, 2010, the trustee filed a Notice of Default, and on March 14, 2011, a  
22 Notice of Trustee Sale was issued.

23 56. Plaintiff SERAFIN VILLANUEVA is an individual residing in the State of  
24 California, with property located at 662 Larkin Valley Road, Watsonville, CA 95076. Mr.  
25 Villanueva and his wife, Amada Villanueva, refinanced their mortgage loan with  
26 Countrywide Home Loans doing business as America's Wholesale Lender in 2007, as  
27 evidenced by the Deed of Trust recorded in Santa Cruz County on April 30, 2007. MERS  
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1 records show that Bank of America is the current servicer and that Bank of New York  
2 Mellon is the current investor. When the economic crisis severely and unforeseeably  
3 altered their financial circumstances, the Villanuevas sought a loan modification. They  
4 agreed to a three month trial modification and made the trial payments, but were denied a  
5 permanent modification at the end of the trial period. On April 28, 2011, the trustee filed  
6 a Notice of Default and initiated foreclosure proceedings.

7 57. Plaintiff MARTHA ANNE GARCIA is an individual residing in the State of  
8 California, with property located at 8682 Larkport Drive, Huntington Beach, CA 92646.  
9 Ms. Garcia refinanced her mortgage loan with Bank of America in 2007, as evidenced by  
10 the Deed of Trust recorded in Orange County on May 31, 2007. After the economic crisis  
11 severely and unforeseeably altered her financial circumstances, Ms. Garcia sought a loan  
12 modification. The modification was denied on the grounds that she was late on her  
13 payments and that her income was insufficient.

14 58. Plaintiff DALE JONES is an individual residing in the State of North Carolina,  
15 with property located at 2005 Bethlehem Road, Raleigh, NC 27610. Mr. Jones and his  
16 wife Grace Jones refinanced their mortgage loan with Countrywide Home Loans in 2005,  
17 as evidenced by the Deed of Trust recorded in Wake County on March 30, 2005. After  
18 the economic crisis severely and unforeseeably altered their financial circumstances, the  
19 Joneses sought a loan modification. Bank of America instructed them to stop making  
20 payments in order to obtain a loan modification. The Joneses worked for two years to  
21 obtain a loan modification but the modification was denied.

22 59. Plaintiff GRACE JONES is an individual residing in the State of North Carolina.  
23 She is married to DALE JONES and subject to similar circumstances.

24 60. Plaintiff RANDOLPH FOREST is an individual residing in the State of New  
25 Jersey, with property located at 45669 Schooner Court, Great Mills, MD 20634. Mr.  
26 Forest obtained his mortgage loan from Bank of America in 2008, as evidenced by the  
27 Deed of Trust recorded in St. Mary's County on January 11, 2008. After tenants defaulted  
28

1 on the property and the economic crisis severely and unforeseeably altered his financial  
2 circumstances, Mr. Forest sought a loan modification. He received no response from  
3 Bank of America until he called several months later to discover that the modification had  
4 been denied.

5 61. Plaintiff MARY DE ROSALES is an individual residing in the State of California,  
6 with property located at 7943 Longridge Avenue, North Hollywood, CA 91605. Ms. De  
7 Rosales obtained her mortgage loan from Bank of America in 2007, as evidenced by the  
8 Deed of Trust recorded in Los Angeles County on June 22, 2007. After the economic  
9 crisis severely and unforeseeably altered her financial circumstances, Ms. De Rosales  
10 sought a loan modification. She submitted the required paperwork multiple times but was  
11 denied the modification because Bank of America claimed it had not received the  
12 appropriate paperwork.

13 62. Plaintiff AUGUSTINE QUINTERO is an individual residing in the State of  
14 California, with property located at 127 Arthur Avenue, Santa Paula, CA 93060. Mr.  
15 Quintero and his wife Petra obtained his mortgage loan from American Sterling Bank in  
16 2006, as evidenced by the Deed of Trust recorded in Ventura County on November 30,  
17 2006. Mr. Quintero believes that the loan was then sold to Countrywide Home Loans,  
18 which was then bought out by Bank of America. MERS records show Bank of America  
19 as the servicer and Fannie Mae as the investor. After the economic crisis severely and  
20 unforeseeably altered his financial circumstances, the Quinteros sought a loan  
21 modification, but were told that they could not receive assistance unless they fell behind  
22 on the loan.

23 63. Plaintiff PETRA QUINTERO is an individual residing in the State of California.  
24 She is married to AUGUSTINE QUINTERO and subject to similar circumstances.

25 64. Plaintiff MICHAEL VERANO is an individual residing in the State of California,  
26 with property located at 2625 North Lincoln Street, Unit H, Burbank, CA 91504. Mr.  
27 Verano and his wife Melani obtained their mortgage loan from First Franklin Financial  
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1 Corporation in 2005, as evidenced by the Deed of Trust recorded in Los Angeles County  
2 on November 2, 2005. First Franklin Financial was a subprime mortgage company that  
3 was a subsidiary of Merrill Lynch, which Bank of America bought in 2008. After the  
4 economic crisis severely and unforeseeably altered their financial circumstances, the  
5 Veranos sought a loan modification. The modification was denied on the grounds that  
6 their income was insufficient.

7 65. Plaintiff MELANI VERANO is an individual residing in the State of California.  
8 She is married to MICHAEL VERANO and subject to similar circumstances.

9 66. Plaintiff BONNIE GALLEGOS is an individual residing in the State of California,  
10 with property located at 901 Cedarcrest Drive, Vacaville, CA 95687. Ms. Gallegos  
11 obtained her mortgage loan from First Franklin Financial Corporation in 2005, as  
12 evidenced by the Deed of Trust recorded in Solano County on June 24, 2005. First  
13 Franklin Financial was a subprime mortgage company that was a subsidiary of Merrill  
14 Lynch, which Bank of America bought in 2008. After the economic crisis severely and  
15 unforeseeably altered her financial circumstances, Ms. Gallegos sought a loan  
16 modification. She was referred to numerous different agencies before she was told that  
17 the modification was denied on the grounds that she had too much income.

18 67. Plaintiff STEPHEN POELMAN is an individual residing in the State of California,  
19 with property located at 9716 Vista Del Verde, El Cajon, CA 92021. Mr. Poelman and his  
20 wife Michele Poehlman obtained their mortgage loan with Countrywide Home Loans in  
21 2006, as evidenced by the Deed of Trust recorded in San Diego County on November 16,  
22 2006. MERS records indicate that Bank of America is the current loan servicer. After the  
23 economic crisis severely and unforeseeably altered their financial circumstances, the  
24 Poelmans sought a loan modification. Bank of America representatives told them that  
25 they did not have to make payments during the modification process. The modification  
26 was denied, leaving the Poelmans in delinquent status.

1 68. Plaintiff MICHELE POEHLMAN is an individual residing in the State of  
2 California. She is married to STEPHEN POELMAN and subject to similar  
3 circumstances.

4 69. Plaintiff ESTELLA MIMMS is an individual residing in the State of California,  
5 with property located at 620 Doral Court, Ontario, CA 91761. Ms. Mimms refinanced her  
6 mortgage with Countrywide Home Loans in 2007, as evidenced by the Deed of Trust  
7 recorded in San Bernadino County on August 13, 2007. MERS records indicate that Bank  
8 of America is the current loan servicer. After the economic crisis severely and  
9 unforeseeably altered her financial circumstances, Ms. Mimms sought a loan  
10 modification. She was offered a six month trial modification and faithfully made her  
11 payments. However, after the end of the trial payment period her loan was readjusted and  
12 she was required to make payments that were higher than those she had made prior to the  
13 trial modification.

14 70. Plaintiff MELODY PARTRIDGE is an individual residing in the State of  
15 California, with property located at 623 North Hollywood Way, Burbank, CA 91505. Ms.  
16 Partridge and her husband William Partridge refinanced their mortgage with Bank of  
17 America in 2007, as evidenced by the Deed of Trust recorded in Los Angeles County on  
18 January 11, 2007. After the economic crisis severely and unforeseeably altered their  
19 financial circumstances, the Partridges sought a loan modification. They were offered a  
20 loan mod that would lower their monthly payment slightly, but after a year the loan would  
21 be adjusted and their monthly payments would rise even higher. The Partridges rejected  
22 this offer because it would not improve their long term situation.

23 71. Plaintiff WILLIAM PARTRIDGE is an individual residing in the State of  
24 California. He is married to MELODY PARTRIDGE and subject to similar  
25 circumstances.

26 72. Plaintiff VAN RANDON is an individual residing in the State of California, with  
27 property located at 8245 Branhall Way, Fair Oaks, CA 95679. Mr. Randon refinanced his  
28

1 mortgage with Countrywide Home Loans in 2006, as evidenced by the Deed of Trust  
2 recorded in Sacramento County on September 26, 2006. MERS records indicate that  
3 Bank of America is the current loan servicer. After the economic crisis severely and  
4 unforeseeably altered his financial circumstances, Mr. Randon sought a loan modification.  
5 He was offered a trial modification and made the payments, but was denied a permanent  
6 modification. His second application for a loan modification was denied, and he was told  
7 not to apply again.

8 73. Plaintiff RONALD CHIN is an individual residing in the State of California, with  
9 property located at 4003 Tryon Place, Dublin, CA 94568. Mr. Chin and his wife Maria  
10 Chin refinanced their mortgage loan with Countrywide Home Loans in 2005, as evidenced  
11 by the Deed of Trust recorded in Alameda County on December 16, 2005. MERS records  
12 indicate that Bank of America is the current loan servicer. After the economic crisis  
13 severely and unforeseeably altered his financial circumstances, the Chins sought a loan  
14 modification. They were told they did not qualify. The property was sold in foreclosure  
15 on August 8, 2011.

16 74. Plaintiff MARIA CHIN is an individual residing in the State of California. She is  
17 married to RONALD CHIN and subject to similar circumstances.

18 75. Plaintiff NICASTER UY is an individual residing in the State of Nevada, with  
19 property located at 2411 Blair Castle Street, Henderson, NV 89044. Mr. Uy and his wife  
20 Maria Uy obtained their mortgage loan from Countrywide Home Loans in 2006, as  
21 evidenced by the Deed of Trust recorded in Clark County on December 8, 2006. Bank of  
22 America acquired the Uys' loan when it bought out Countrywide later that year, and  
23 MERS records indicate that Bank of America is the current loan servicer. After the  
24 economic crisis severely and unforeseeably altered their financial circumstances, the Uys  
25 sought a loan modification. They were told they did not qualify with no reasoning  
26 provided.

1 76. Plaintiff MARIA UY is an individual residing in the State of California. She is  
2 married to NICASTER UY and subject to similar circumstances.

3 77. Plaintiff APRILIA MORALES is an individual residing in the State of California,  
4 with property located at 8901 South 7th Avenue, Inglewood, CA 90305. Ms. Morales and  
5 her husband Luis Morales refinanced their mortgage loan with Countrywide Home Loans  
6 in 2007, as evidenced by the Deed of Trust recorded in Los Angeles County on April 10,  
7 2007. MERS records indicate that Bank of America is the current loan servicer. After  
8 the economic crisis severely and unforeseeably altered their financial circumstances, Mr.  
9 and Ms. Morales sought a loan modification. They were first told that they qualified for a  
10 modification. They were then told to resubmit their paperwork, and once they did so, they  
11 were told to send the paperwork to a different department. Despite their compliance with  
12 Bank of America's requests, they never received any modification.

13 78. Plaintiff LUIS MORALES is an individual residing in the State of California. He  
14 is married to APRILIA MORALES and subject to similar circumstances.

15 79. Plaintiff BEVERLY JOINER is an individual residing in the State of California,  
16 with property located at 2598 Diamond Street, San Francisco, CA 94131. Ms. Joiner  
17 obtained her mortgage loan with Countrywide Home Loans in 2007, as evidenced by the  
18 Deed of Trust recorded in San Francisco County on May 17, 2007. After the economic  
19 crisis severely and unforeseeably altered her financial circumstances, Ms. Joiner sought a  
20 loan modification. Meanwhile, a Notice of Trustee Sale was filed on March 17, 2010 but  
21 was postponed pending the modification. Bank of America told her that the modification  
22 was approved in late 2010, but she never received any paperwork. In March of 2011,  
23 Bank of America requested updated pay stubs and other financial information. Another  
24 Notice of Trustee Sale was posted on Ms. Joiner's door on June 22, 2011. The notice was  
25 not recorded or signed. It listed the sale date as July 13, 2011. On July 1, 2011, Bank of  
26 America voluntarily postponed the sale to August 26, 2011.

1 80. Plaintiff ANTHONY PEREZ is an individual residing in the State of California,  
2 with property located at 2148 South Rose Avenue, Fresno, CA 93706. Mr. Perez  
3 refinanced his mortgage loan with Countrywide Home Loans in 2007, as evidenced by the  
4 Deed of Trust recorded in Fresno County on June 29, 2007. After the economic crisis  
5 severely and unforeseeably altered his financial circumstances, Mr. Perez applied for a  
6 loan modification. He was granted a trial modification, but at the end of the modification  
7 period was told he did not qualify because his income was too high. He was then told that  
8 he was late on his loan because he owed the difference between his regular payments and  
9 those he made during the trial modification.

10 81. Plaintiff JAMES HERMAN is an individual residing in the State of California,  
11 with property located at 3504 Paseo De Los Americanos #67, Oceanside, CA 92056. Mr.  
12 Herman and his wife Debra Herman obtained their mortgage from Countrywide Home  
13 Loans doing business as America's Wholesale Lender in 2005, as evidenced by the Deed  
14 of Trust recorded in San Diego County on October 31, 2005. MERS records indicate that  
15 Bank of America is the current loan servicer. After the economic crisis severely and  
16 unforeseeably altered their financial circumstances, the Hermans sought a loan  
17 modification. A bank representative told them that a packet would be sent, which they  
18 never received. Later, they were told that they were not qualified for a loan modification  
19 because of information on their credit report.

20 82. Plaintiff DEBRA HERMAN is an individual residing in the State of California.  
21 She is married to JAMES HERMAN and subject to similar circumstances.

22 83. Plaintiff DANIEL DE LEON is an individual residing in the State of California,  
23 with property located at 3664 Grizzley Creek Court, Ontario, CA 91761. Mr. De Leon  
24 and his wife Angela Renee De Leon obtained their mortgage from Provident Savings  
25 Bank in 2008, as evidenced by the Deed of Trust recorded in San Bernadino County on  
26 January 2, 2009. MERS records indicate that Bank of America is the loan servicer and the  
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1 investor. After the economic crisis severely and unforeseeably altered their financial  
2 circumstances, the De Leons sought a loan modification, but have as yet received none.

3 84. Plaintiff PAMELA LYNN ORTON WEATHERLY is an individual residing in the  
4 State of California, with property located at 1941 Dwight Ave, Camillo, CA 93010. The  
5 title of Ms. Orton's mortgage loan was transferred to Countrywide Home Loans in 2005,  
6 as evidenced by the Deed of Trust recorded in Ventura County on June 21, 2005. After  
7 the economic crisis severely and unforeseeably altered her financial circumstances, Ms.  
8 Orton was forced to file bankruptcy. She sought a loan modification, but Countrywide  
9 claimed not to have received any paperwork, and the servicer, Litton Loan Servicing, tried  
10 to claim that she was not making payments. Litton later conceded at Ms. Orton's  
11 bankruptcy hearing that Ms. Orton was in fact making her payments.

12 85. Plaintiff DEBRA ANN BERNABE is an individual residing in the State of  
13 California, with property located at 604 Vine Street, Los Banos, CA 93635. The title of  
14 Ms. Bernabe's mortgage loan was transferred to Countrywide Home Loans in 2005, as  
15 evidenced by the Deed of Trust recorded in Merced County on July 28, 2005. MERS  
16 records indicate that Bank of America is the current loan servicer. Because of the  
17 precipitous drop in home values in her area, the negative equity on her home now totals  
18 approximately \$151,000.00.

19 86. Plaintiff RAUL BORRROMEO is an individual residing in the State of California,  
20 with property located at 3525 Park Ridge Drive, Richmond, CA 94806. Mr. Borrromeo  
21 and his wife Lydia Borrromeo obtained their mortgage loan from Countrywide Home  
22 Loans in 2007, as evidenced by the Deed of Trust recorded in Contra Costa County on  
23 January 19, 2007. MERS records indicate that Bank of America is the current loan  
24 servicer. After the economic crisis severely and unforeseeably altered their financial  
25 circumstances, the Borrromeos sought a loan modification. They applied twice and were  
26 told they were not qualified both times because the loan showed a "negative trustee  
27 value."  
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1 87. Plaintiff LYDIA BORROMEO is an individual residing in the State of California.  
2 She is married to RAUL BORROMEO and subject to similar circumstances.

3 88. Plaintiff LAURA GREGERSEN is an individual residing in the State of  
4 California, with property located at 334 Santana Row #204, San Jose, CA 95128. Ms.  
5 Gregersen obtained her mortgage loan from Countrywide Home Loans in 2005, as  
6 evidenced by the Deed of Trust recorded in Santa Clara County on September 2, 2005.  
7 After the economic crisis severely and unforeseeably altered her financial circumstances,  
8 Ms. Gregersen sought a loan modification. After 27 months of working with Bank of  
9 America, she has still not obtained a loan modification.

10 89. Plaintiff CURT WASSERMAN is an individual residing in the State of California,  
11 with property located at 19401 Woodlands Lane, Huntington Beach, CA 92648. Mr.  
12 Wasserman refinanced his mortgage loan with Bank of America in 2006, as evidenced by  
13 the Deed of Trust recorded in Orange County on November 8, 2006. After the economic  
14 crisis compounded by a period of ill health severely and unforeseeably altered his  
15 financial circumstances, Mr. Wasserman sought a loan modification. He obtained a  
16 modification in January of 2008, but still could not afford to make payments. Further  
17 attempts to modify the loan were denied.

18 90. Plaintiff ARMANDO BARZAGHI is an individual residing in the State of  
19 California, with property located at 213 Avenue E, Redondo Beach, CA 90277. Mr.  
20 Barzaghi obtained his mortgage loan from Countrywide Home Loans in 2006, as  
21 evidenced by the Deed of Trust recorded in Los Angeles County on November 22, 2006.  
22 After the economic crisis severely and unforeseeably altered his financial circumstances,  
23 Mr. Barzaghi sought a loan modification, but was denied.

24 91. Plaintiff JESUS MELCHOR is an individual residing in the State of California,  
25 with property located at 1920 Riverside Road, Watsonville, CA 95076. Mr. Melchor and  
26 his wife Evangelina Melchor refinanced their mortgage loan with Countrywide Home  
27 Loans in 2006, as evidenced by the Deed of Trust recorded in Santa Cruz County on  
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1 January 31, 2006. MERS records indicate that Bank of America is the loan servicer and  
2 the Bank of New York Mellon is the investor. After the economic crisis severely and  
3 unforeseeably altered his financial circumstances, the Melchors sought a loan  
4 modification. They received no assistance.

5 92. Plaintiff EVANGELINA MELCHOR is an individual residing in the State of  
6 California. She is married to JESUS MELCHOR and subject to similar circumstances.

7 93. Plaintiff MARVIN MENDONCA is an individual residing in the State of Nevada,  
8 with property located at 268 Autumn Eave, Henderson, NV 89074. Mr. Mendonca and  
9 his wife Beth Mendonca refinanced their mortgage loan with Countrywide Home Loans in  
10 2007, as evidenced by the Deed of Trust recorded in Clark County on June 14, 2007.  
11 MERS records indicate that Bank of America is the loan servicer and that the investor  
12 “has chosen not to display their information.” The Mendoncas did not seek a loan  
13 modification because they were told by Bank of America that they would have to default  
14 on their loan for at least three months to obtain one. Fearing destroying their credit and  
15 losing the property to foreclosure, the Mendoncas continued to struggle to make their  
16 payments.

17 94. Plaintiff BETH MENDONCA is an individual residing in the State of Nevada.  
18 She is married to MARVIN MENDONCA and is subject to similar circumstances.

19 95. Plaintiff CHARLES ZETTLE is an individual residing in the State of California,  
20 with property located at 2875 Morgan Drive, San Ramon, CA 94583. Mr. Zettle and his  
21 wife Kelly Zettle refinanced their mortgage loan with Countrywide Bank in 2007, as  
22 evidenced by the Deed of Trust recorded in Contra Costa County on September 28, 2007.  
23 The Zettles refinanced to consolidate their debt, including unsecured credit card debt, and  
24 later felt they were pushed into the adjustable rate agreement without fully being made  
25 aware of the terms. MERS records indicate that Bank of America is both the loan servicer  
26 and the investor. After the economic crisis severely and unforeseeably altered their  
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1 financial circumstances, the Zettles were forced to file Chapter 7 bankruptcy. The  
2 bankruptcy was discharged in 2010 and Bank of America threatened foreclosure.

3 96. Plaintiff ANDRE EDMONDS is an individual residing in the State of California,  
4 with property located at 1140 North El Cajon Street, Visalia, CA 93291. Mr. Edmonds  
5 obtained his mortgage loan from Countrywide Bank in 2007, as evidenced by the Deed of  
6 Trust recorded in Tulare County on October 18, 2007. MERS records indicate that Bank  
7 of America is the servicer and the Bank of New York Mellon is the investor. After the  
8 economic crisis severely and unforeseeably altered his financial circumstances, Mr.  
9 Edmonds sought a loan modification. He was offered a trial modification, but was later  
10 told that he did not qualify for a modification because his income was too high.

11 97. Plaintiff RONALD NEESE is an individual residing in the State of Iowa, with  
12 property located at 1350 G Avenue Northeast, Cedar Rapids, IA 52402. Mr. Neese and  
13 his wife Judith Neese obtained their mortgage loan from Countrywide Home Loans doing  
14 business as America's Wholesale Lender in 2007, as evidenced by the Deed of Trust  
15 recorded in Linn County on May 8, 2007. MERS records indicate that Bank of America  
16 is the servicer and Bank of New York Mellon is the investor. After the economic crisis  
17 severely and unforeseeably altered their financial circumstances, the Neeses sought a loan  
18 modification. They were offered a trial modification but did not accept it because the  
19 modification would have raised their monthly payment amount.

20 98. Plaintiff JUDITH NEESE is an individual residing in the State of Iowa. She is  
21 married to RONALD NEESE and subject to similar circumstances.

22 99. Plaintiff GARY FRENCH is an individual residing in the State of California, with  
23 property located at 32 Country Club Drive, Fairfield, CA 94534. Mr. French and his wife  
24 Mary French refinanced their mortgage loan with Bank of America in 2007, as evidenced  
25 by the Deed of Trust recorded in Solano County on March 6, 2007. The Frenches later  
26 tried to refinance their loan again to obtain better terms based on more accurate property  
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1 values, but were told that they could never refinance because they had Lender Paid  
2 Mortgage Insurance (LPMI.)

3 100. Plaintiff MARY FRENCH is an individual residing in the State of California. She  
4 is married to GARY FRENCH and subject to similar circumstances.

5 101. Plaintiff JEANNIE KING-SCURLOCK is an individual residing in the State of  
6 Colorado, with property located at 479 Dakota Ridge Road, Idaho Springs, CO 80452.  
7 Ms. King-Scurlock obtained her mortgage loan from Countrywide Bank in 2007, as  
8 evidenced by the Deed of Trust recorded in Clear Creek County as being signed by Ms.  
9 King-Scurlock on September 5, 2007. Her signature does not appear on the deed or the  
10 mortgage note. MERS records indicate that Bank of America is the loan servicer and  
11 Bank of New York Mellon is the investor. After the economic crisis severely and  
12 unforeseeably altered her financial circumstances, Ms. King-Scurlock sought a loan  
13 modification. She applied seven times and was finally offered a trial modification.  
14 However, the monthly payments for the trial modification were higher than the amount of  
15 the payments under her original agreement.

16 102. Plaintiff PAUL FRAGA is an individual residing in the State of California, with  
17 property located at 9764 Ellsmere Way, Elk Grove, CA 95757. Mr. Fraga and his brother  
18 Luis Fraga obtained the mortgage loan from Countrywide Bank in 2005, as evidenced by  
19 the Deed of Trust recorded in Sacramento County on October 21, 2005. MERS records  
20 indicate that Bank of America is both the servicer and the investor. After the economic  
21 crisis severely and unforeseeably altered his financial circumstances, Mr. Fraga sought a  
22 loan modification. He was told he did not qualify.

23 103. Plaintiff STEWART WARD is an individual residing in the State of Minnesota,  
24 with property located at 7374 Windsor Dr. N., Shakopee, MN 55379. Mr. Ward obtained  
25 his mortgage through Countrywide. At some point, according to the MERS database, his  
26 mortgage was serviced by Bank of America, NA and the investor was Bank of New York  
27 Mellon, NA. Mr. Ward attempted to get modified terms of his loan multiple times,  
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1 repeatedly submitted paperwork at the behest of the bank, and, despite his best efforts, he  
2 was never given an answer on whether or not he qualified for modification.

3 104. Plaintiff JEANNE WARD is similarly situation with STEWART WARD (above)  
4 and makes the same claims.

5 105. Plaintiff STEVEN FERRIS is an individual residing in the State of California,  
6 with property located at 3810 Clarkson St., Riverside, CA 92501. Mr. Ferris originated  
7 his mortgage with Countrywide. MERS has record of the mortgage and it is an adjustable  
8 rate note. Mr. Ferris is current on his payments and, therefore, did not get assistance in  
9 obtaining modified loan terms. Mr. Ferris's mortgage is now serviced by Bank of  
10 America. He is both confused and frustrated with the handling of his mortgage.

11 106. Plaintiff GRACE FERRIS is similarly situated with STEVEN FERRIS (above)  
12 and makes the same claims.

13 107. Plaintiff MANUEL LEOS is an individual residing in the State of California, with  
14 property located at 40 Trabing Rd., Watsonville, CA 95076. Mr. Leos's mortgage was  
15 originated by Countrywide as evidenced by the Deed of Trust dated August 27, 2006. His  
16 mortgage is now being serviced by Bank of America.

17 108. Plaintiff MAURA LEOS is similarly situated with MANUEL LEOS (above) and  
18 makes the same claims.

19 109. Plaintiff CARLA VISENDI is an individual residing in the State of California,  
20 with property located at 763 Woodwind Place, Walnut Creek, CA 94598. Ms. Visendi  
21 suffers from diabetes. In September of 2010, Plaintiff's home was sold in foreclosure  
22 sale. During the non-judicial foreclosure process, Ms. Visendi was negotiating with Bank  
23 of America for modified loan terms. Ms. Visendi has the funds to cure the delinquency of  
24 her mortgage, but the amount of arrears was in dispute. Ms. Visendi was assured by a  
25 Bank of America representative that her foreclosure would be postponed until the dispute  
26 was resolved and loan mod negotiations were completed. Despite these representations  
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1 (on which Ms. Visendi relied detrimentally), Bank of America foreclosed on the property.  
2 Ms. Visendi's loan was originated by National City Bank.

3 110. Plaintiff SILVIA GOURIAN is an individual residing in the State of California,  
4 with property located at 4539 Melody Dr., Concord, CA 94521. Ms. Gourian was under  
5 review for the Making Homes Affordable modification. Despite Bank of America's  
6 promises to postpone foreclosure during modification negotiations, Ms. Gourian's  
7 property was foreclosed. Federal National Mortgage Association (the purported  
8 purchasers of the property) have now served Ms. Gourian with an unlawful detainer action  
9 in an attempt to remove her from her home. Ms. Gourian's loan was originated by  
10 Benchmark Mortgage.

11 111. Plaintiff DANIEL S. PITTL is an individual residing in the State of California,  
12 with property located at 5467 Sonoma Dr., Pleasanton, CA 94566. Mr. Pittl's mortgage  
13 was originated by NL Inc.. His mortgage is now being serviced by Bank of America. Mr.  
14 Pittl was told to stop his mortgage payments by a Bank of America representative. The  
15 representative told him he would not qualify for a loan modification while he was current  
16 on payments. Mr. Pittl detrimentally relied on these statements and stopped his payments.  
17 He was never approved for a loan mod, but by the time a determination was made by the  
18 bank, his account had accrued an overabundance of late fees, attorneys fees, and other  
19 charges making it impossible for Mr. Pittl to bring his account current.

20 112. Plaintiff ONGART ITTIVAMEETHAM is an individual residing in the State of  
21 California, with property located at 7942 Rhode Ave., Los Angeles, CA 91605. Mr.  
22 Ittivameetham originated his mortgage with America's Wholesale Lender. Mr.  
23 Ittivameetham requested a modification. The bank gave a verbal agreement only and then  
24 did not fulfill the promised terms of the modification.

25 113. Plaintiff RICHARD MASUD is an individual residing in the State of California,  
26 with property located at 1208 North Catalina Avenue, Pasadena, CA 91104. Mr. Masud  
27 most recently refinanced his mortgage loan with BankMortgageSolutions Inc., as  
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1 evidenced by the Deed of Trust recorded in Los Angeles County on January 9, 2008.  
2 According to MERS records and Mr. Masud's monthly statements, Bank of America is  
3 the current loan servicer. After the economic crisis severely and unforeseeably altered his  
4 financial circumstances, Mr. Masud sought a loan modification. He was told the  
5 assistance he requested was "not an option."

6 114. Plaintiff JAVIER SOTELO is an individual residing in the State of California,  
7 with property located at 2622 North Ponderosa Street, Santa Ana, CA 92705. Mr. Sotelo  
8 obtained his mortgage loan from MIT Lending, as evidenced by the Deed of Trust  
9 recorded in Orange County on October 29, 2004. According to MERS records and Mr.  
10 Sotelo's monthly statements, Bank of America doing business as BAC Home Loans  
11 Servicing LP is his loan servicer. After the economic crisis severely and unforeseeably  
12 altered his financial circumstances, Mr. Sotelo sought a loan modification. He went  
13 through the process several times and never obtained a resolution. On March 21, 2011, he  
14 received a Notice of Intent to Accelerate from BAC Home Loans stating that foreclosure  
15 proceedings would be initiated on April 20, 2011 if he did not cure the default.

16 115. Plaintiff HARRIETTE MIDDLETON is an individual residing in the State of  
17 California, with property located at 3820 Stocker Street, Unit 2, Los Angeles, CA 90008.  
18 Ms. Middleton most recently refinanced her mortgage loan with Guild Mortgage  
19 Company in 2007, as evidenced by the Deed of Trust recorded in Los Angeles County on  
20 March 9, 2007. MERS records and Ms. Middleton's mortgage statements show that Bank  
21 of America is the servicer. After the economic crisis severely and unforeseeably altered  
22 her financial circumstances, Ms. Middleton sought a loan modification. She received an  
23 adjustable rate modification in July of 2010, but is still having difficulty staying current on  
24 her loan.

25 116. Plaintiff SHARON FAIRBANKS is an individual residing in the State of  
26 California, with property located at 26871 Via Grande, Mission Viejo, CA 92691. The  
27 title to Ms. Fairbanks' mortgage loan was transferred to Sierra Pacific Mortgage Company  
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1 in 2006, as evidenced by the Deed of Trust recorded in Orange County on September 27,  
2 2006. MERS records and Ms. Middleton's mortgage statements show that Bank of  
3 America is the loan servicer. After the economic crisis severely and unforeseeably altered  
4 her financial circumstances, Ms. Fairbanks sought a loan modification. Bank of America  
5 told her that she needed to stop making payments in order to get a loan modification. She  
6 did so, but they refused to modify the loan.

7 117. Plaintiff ANTHONY CLIFTON is an individual residing in the State of California,  
8 with property located at 5639 Durango Road, Riverside, CA 92506. Mr. Clifton and his  
9 wife Shelly Clifton most recently refinanced their mortgage loan with South Pacific  
10 Financial Corporation, as evidenced by the Deed of Trust recorded in Riverside County in  
11 2006. MERS records and the Cliftons' mortgage statements show that Bank of America is  
12 their servicer. After the economic crisis severely and unforeseeably altered their financial  
13 circumstances, the Cliftons sought a loan modification. They obtained a trial  
14 modification, but were dropped from the modification program.

15 118. Plaintiff SHELLY CLIFTON is an individual residing in the State of California.  
16 She is married to ANTHONY CLIFTON and subject to similar circumstances.

17 119. Plaintiff MELICIO MAGDAUYO is an individual residing in the State of  
18 California, with property located at 216 Bridgeview Drive, San Francisco, CA 94124. Mr.  
19 Magdauyo and his wife Phyllis Magdauyo most recently refinanced their mortgage loan  
20 with Home Savers Inc, as evidenced by the Deed of Trust recorded in San Francisco  
21 County on September 29, 2006. MERS records and the Magdauyos' mortgage statements  
22 indicate that Bank of America is the loan servicer. After the economic crisis severely and  
23 unforeseeably altered their financial circumstances, the Magdauyos sought a loan  
24 modification. Meanwhile, the trustee initiated foreclosure proceedings. The Magdauyos  
25 were told that they would receive a modification and their house would be safe from  
26 foreclosure, but so far, Bank of America has not offered any modification.

1 120. Plaintiff PHYLLIS MAGDAUYO is an individual residing in the State of  
2 California. She is married to MELICIO MAGDAUYO and subject to similar  
3 circumstances.

4 121. Plaintiff GREGORY BAUGHMAN is an individual residing in the State of  
5 California, with property located at 175 Willow Creek Drive, Folsom, CA 95630. Mr.  
6 Baughman and his wife Jennifer Baughman obtained their mortgage loan with SCME  
7 Mortgage Bankers Inc. in 2007, as evidenced by the Deed of Trust recorded in Placer  
8 County on April 12, 2007. MERS records indicate that Bank of America is the loan  
9 servicer. After the economic crisis severely and unforeseeably altered their financial  
10 circumstances, the Baughmans sought a loan modification. They obtained a temporary  
11 modification and made five months of payments, but were never offered a permanent  
12 modification. A Bank of America representative told them that their trial payments were  
13 for both the first and second mortgage, but were later told that payments were still owed  
14 on the second mortgage. On June 23, 2011, a Notice of Default was filed against the  
15 property.

16 122. Plaintiff JENNIFER BAUGHMAN is an individual residing in the State of  
17 California. She is married to GREGORY BAUGHMAN and subject to similar  
18 circumstances.

19 123. Plaintiff LARRY MCPARLAND is an individual residing in the State of  
20 California, with property located at 9757 Paseo Montril, San Diego, CA 92129. Mr.  
21 McParland and his wife Judith McParland refinanced their mortgage loan with Fremont  
22 Investments and Loans in 2005, as evidenced by the Deed of Trust recorded in San Diego  
23 County on April 12, 2005. MERS records indicate that Bank of America is the servicer,  
24 but the investor "has chosen not to display their information." After the economic crisis  
25 severely and unforeseeably altered their financial circumstances, the McParlands sought a  
26 loan modification. Meanwhile, the bank threatened to start foreclosure proceedings on  
27 August 27, 2011. The McParlands have not yet obtained a loan modification.  
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1 124. Plaintiff JUDITH MCPARLAND is an individual residing in the State of  
2 California. She is married to LARRY MCPARLAND and subject to similar  
3 circumstances.

4 125. Plaintiff KATHY OLSEN is an individual residing in the State of California, with  
5 property located at 15606 Hawley Court, El Cajon, CA 92021. Ms. Olsen most recently  
6 refinanced her mortgage loan with Cal Coast Mortgage Corporation in 2006, as evidenced  
7 by the Deed of Trust recorded on April 28, 2006. Ms. Olsen receives her statements from  
8 Bank of America's servicing company, BAC Loan Servicing. After the economic crisis  
9 severely and unforeseeably altered her financial circumstances, Ms. Olsen sought a loan  
10 modification. She was offered a modification, but the terms of the new agreement were  
11 worse than her original loan.

12 126. Plaintiff NYRE WILLIAMS is an individual residing in the State of Georgia, with  
13 property located at 2152 Lenox Ave, Becatur, GA 30035. Mr. Williams obtained his  
14 mortgage loan with WMC Mortgage Corporation, as evidenced by the Deed of Trust  
15 recorded on August 8, 2006. Mr. Williams receives all communications about his loan  
16 from Bank of America's servicing company, BAC Loan Servicing. After the economic  
17 crisis severely and unforeseeably altered his financial circumstances, Mr. Williams sought  
18 a loan modification. Bank of America offered a loan modification, but the terms of the  
19 agreement would have worsened rather than improved Mr. William's financial situation,  
20 and he turned down the offer.

21 127. Plaintiff CORETTA CANTLEY is an individual residing in the State of Arizona,  
22 who had owned property located at 9371 West Williams Street, Tolleson, AZ 85353. Ms.  
23 Cantley received all communications about her loan from Bank of America and BAC  
24 Home Loans Servicing, and BAC Home Loans Servicing held itself out as the lender.  
25 After the economic crisis severely and unforeseeably altered her financial circumstances,  
26 Ms. Cantley sought a loan modification. She was denied assistance. Bank of America  
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1 then initiated foreclosure proceedings against her, and the home was sold on August 5,  
2 2011 to a corporation by the name of KC93 LLC.

3 128. Plaintiff MICHAEL BYER is an individual residing in the State of Washington,  
4 with property located at 3305 Northwest 130th Circle, Vancouver, WA 98685. Mr. Byer  
5 received all communications about his loan from Bank of America and BAC Home Loans  
6 Servicing. In 2008, after the economic crisis severely and unforeseeably altered his  
7 financial circumstances, Mr. Byer sought a loan modification. He was offered a  
8 modification, but the terms were untenable and Mr. Byer rejected the offer. Three years  
9 later, he has still not received assistance that would materially change his debt situation.

10 129. Plaintiff LORI MEISEL is an individual residing in the State of California, with  
11 property located at 28484 Warners Court, Lake Arrowhead, CA 92352. Ms. Meisel  
12 obtained her mortgage loan from Paramount Residential Mortgage Group in 2008, as  
13 evidenced by the Deed of Trust recorded in San Bernadino County on July 8, 2008.  
14 MERS records indicate that Bank of America is the servicer and Fannie Mae is the  
15 investor. After the economic crisis severely and unforeseeably altered her financial  
16 circumstances, Ms. Meisel sought a loan modification. She was told by a service  
17 representative that she would have to stop making payments to get a modification. She  
18 did so, but the modification was denied. On November 30, 2010, the trustee filed a Notice  
19 of Trustee Sale on the property.

20 130. Plaintiff RON HOPKINS is an individual residing in the State of California, with  
21 property located at 17512 Chatham Drive, Tustin, CA 92780. Mr. Hopkins and his wife  
22 Diane Hopkins obtained their mortgage loan from Nation's First Lending in 2004, as  
23 evidenced by the Deed of Trust recorded in Orange County on May 14, 2004. The  
24 Hopkinses receive all communications about their loan from Bank of America. After the  
25 economic crisis severely and unforeseeably altered their financial circumstances, the  
26 Hopkinses sought a loan modification. They were told they had to stop making payments  
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1 to get a modification. They did so and worked through the process three times, but the  
2 modification was denied each time.

3 131. Plaintiff DIANE HOPKINS is an individual residing in the State of California.  
4 She is married to RON HOPKINS and subject to similar circumstances.

5 132. Plaintiff NEIL JOHNSON is an individual residing in the State of Utah, with  
6 property located at 178 West 1640 North, Lehi, UT 84043. Mr. Johnson and his wife Jodi  
7 Johnson most recently refinanced their mortgage loan with Mountain States Mortgage  
8 Centers Inc. in 2005, as evidenced by the Deed of Trust recorded in Utah County on May  
9 21, 2005. The Johnsons receive all communications about their loan from Bank of  
10 America. MERS records indicate that Bank of America is the servicer and Lehman  
11 Brothers Holdings Inc. is the investor. After the economic crisis severely and  
12 unforeseeably altered their financial circumstances, the Johnsons sought assistance from  
13 Bank of America, but the bank refused to help them.

14 133. Plaintiff JODI JOHNSON is an individual residing in the State of Utah. She is  
15 married to NEIL JOHNSON and subject to similar circumstances.

16 134. Plaintiff TROY ANDERSON is an individual residing in the State of Utah, with  
17 property located at 2202 Shadow Wood Drive, Lehi, UT 84043. Mr. Anderson originally  
18 obtained his mortgage loan with Home American Mortgage Corporation in 2007, as  
19 evidenced by the Deed of Trust recorded in Utah County on June 18, 2007. No further  
20 title history exists on record. However, MERS records indicate that the Bank of New  
21 York Mellon is the investor and Bank of America is Mr. Anderson's loan servicer. After  
22 the economic crisis severely and unforeseeably altered his financial circumstances, Mr.  
23 Anderson sought a loan modification, but received no assistance.

24 135. Plaintiff CHICO COLEMAN is an individual residing in the State of California,  
25 with property located at 14396 Campfire Place, Corona, CA 92880. Mr. Coleman and his  
26 wife Shanna Coleman obtained their mortgage loan with CTX Mortgage Company in  
27 2007, as evidence by the Deed of Trust recorded in Riverside County on March 26, 2007.  
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1 MERS lists Bank of America as the loan servicer and the Bank of New York Mellon as  
2 the investor. After the economic crisis severely and unforeseeably altered their financial  
3 circumstances, the Coleman's sought a loan modification. The modification was denied.  
4 On July 20, 2011 the house was sold by the Trustee, Recontrust Company, and granted to  
5 the Bank of New York Mellon, as evidenced by the Trustee's Deed Upon Sale recorded  
6 on August 3, 2011.

7 136. Plaintiff SHANNA COLEMAN is an individual residing in the State of California.  
8 She is married to CHICO COLEMAN and subject to similar circumstances.

9 137. Plaintiff GERALD GOLDSTEIN is an individual residing in the State of  
10 California, with property located at 1027 Napoli Drive, Pacific Palisades, CA 90272. Mr.  
11 Goldstein originally obtained his mortgage loan with Platinum Capital Group in 2004, as  
12 evidence by the Deed of Trust recorded in Los Angeles County on July 30, 2004. No  
13 further title history exists on record. However, MERS records indicate that the Bank of  
14 New York Mellon is the investor and Bank of America is Mr. Goldstein's loan servicer.  
15 After the economic crisis severely and unforeseeably altered his financial circumstances,  
16 Mr. Goldstein sought a loan modification. He sent paperwork to Bank of America several  
17 times but received no assistance. The trustee initiated foreclosure proceedings on March  
18 3, 2011.

19 138. Plaintiff ROBERT MEAGLIA is an individual residing in the State of California,  
20 with property located at 3702 Aurora Loop, Rocklin, CA 95677. Mr. Meaglia and his  
21 wife Vicky Meaglia obtained their mortgage loan from Greenpoint Mortgage Funding in  
22 2005, as evidenced by the Deed of Trust recorded in Placer County on May 16, 2005.  
23 MERS records indicate that the Bank of New York Mellon is the investor and Bank of  
24 America is the Meaglias' loan servicer. The Meaglias considered seeking a modification  
25 but found that doing so would further damage them economically because of the  
26 property's negative equity.

1 139. Plaintiff VICKY MEAGLIA is an individual residing in the State of California.  
2 Vicky is married to ROBERT MEAGLIA and is subject to similar circumstances.

3 140. Plaintiff ANGELINA ORTIZ is an individual residing in the State of Ohio, with  
4 property located at 3362 Devonian Drive, Fairfield, OH 45014. Ms. Ortiz and her  
5 husband Leodan Ortiz obtained their mortgage loan with Star Trust Mortgage Company in  
6 2006, as evidenced by the Deed of Trust recorded in Butler County on February 10, 2006.  
7 MERS records indicate that the Bank of New York Mellon is the investor and Bank of  
8 America is the loan servicer. When the economic crisis severely and unforeseeably  
9 altered their financial circumstances, the Ortizes sought a loan modification. They were  
10 told they did not qualify. They then attempted to short sell their home but the bank did  
11 not respond. Meanwhile, Bank of America stopped accepting their payments.

12 141. Plaintiff LEODAN ORTIZ is an individual residing in the State of Ohio. He is  
13 married to ANGELINA ORTIZ and subject to similar circumstances.

14 142. Plaintiff ROBERT ROBLEDO is an individual residing in the State of California,  
15 with property located at 3718 Stanton Court, Simi Valley, CA 93063. Mr. Robledo and  
16 his wife Sharon Robledo originally obtained their mortgage loan with More2Lend  
17 Financial in 2006, as evidenced by the Deed of Trust recorded in Ventura County on  
18 January 20, 2006. However, MERS records indicate that the Bank of New York Mellon is  
19 the investor and Bank of America is the Robledos' loan servicer. After the economic  
20 crisis severely and unforeseeably altered their financial circumstances, the Robledos  
21 sought a loan modification. They did receive an offer of a trial modification, but the  
22 monthly payment required was too high for them to reasonably pay.

23 143. Plaintiff SHARON ROBLEDO is an individual residing in the State of California.  
24 Sharon is married to ROBERT ROBLEDO and is subject to similar circumstances.

25 144. Plaintiff MONEIK VANGINKEL is an individual residing in the State of  
26 California, with property located at 9033 Grove Terrace, Pico Rivera, CA 90660. Ms.  
27 Vanginkel originally obtained her mortgage loan with WMC Mortgage in 2004. She  
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1 refinanced her mortgage with SBMC Mortgage in 2007, as evidenced by the Deed of  
2 Trust recorded in Los Angeles County on February 22, 2007. However, MERS records  
3 indicate that the Bank of New York Mellon is the investor and Bank of America is Ms.  
4 Vanginkel's loan servicer. After the economic crisis severely and unforeseeably altered  
5 her financial circumstances, Ms. Vanginkel sought a loan modification and a review for  
6 the government's Making Homes Affordable program. On March 7, 2011 a Notice of  
7 Trustee Sale was issued for a sale date of March 29, 2011. On April 13, 2011, her MHA  
8 application was denied.

9 145. Plaintiff STEVEN WALKER is an individual residing in the State of California,  
10 with property located at 19965 Deer Brush Court, Groveland, CA 95521. MR. Walker  
11 and his wife Jackie Walker refinanced their mortgage loan with First Bank Mortgage in  
12 2006, as evidenced by the Deed of Trust recorded in Tuolumne County on May 5, 2006.  
13 MERS records indicate that the Bank of New York Mellon is the investor and Bank of  
14 America is the Walkers' loan servicer. When the economic crisis severely and  
15 unforeseeably altered their financial circumstances, the Walkers sought a loan  
16 modification. They were told they did not qualify, but no reason was given for this  
17 decision. On May 24, 2011, a Notice of Default was filed against the property, and a  
18 trustee sale date was set for September 1, 2011.

19 146. Plaintiff JACKIE WALKER is an individual residing in the State of California.  
20 She is married to STEVEN WALKER and subject to similar circumstances.

21 147. Plaintiff WOLDEMEAMLAKE WOLDEYOHANNES is an individual residing in  
22 the State of Virginia, with property located at 7027 Achilles Court, Alexandria, VA  
23 22315. Mr. Woldeyohannes and his wife Degefu Ejigayehu obtained their mortgage from  
24 Greenpoint Mortgage Funding in 2004, as evidenced by the Deed of Trust recorded in  
25 Fairfax County on October 29, 2004. After the economic crisis severely and  
26 unforeseeably altered their financial circumstances, Mr. Woldeyohannes and Ms.  
27 Ejigayehy sought a loan modification. The loan modification was denied, and foreclosure  
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1 proceedings were initiated on the property. The Notice of Default issued July 1, 2011 lists  
2 the Bank of New York Mellon as the owner and trustee of the loan.

3 148. Plaintiff DEGEFU EJIGAYEHU is an individual residing in the State of Virginia.  
4 She is married to WOLDEMEAMLKE WOLKDEYOHANNES and is subject to similar  
5 circumstances.

6 149. Plaintiff HARRIETTE MIDDLETON is an individual residing in the State of  
7 California, with property located at 3820 Stocker Street, Unit 2, Los Angeles, CA 90008.  
8 Ms. Middleton most recently refinanced her mortgage loan with Guild Mortgage  
9 Company in 2007, as evidenced by the Deed of Trust recorded in Los Angeles County on  
10 March 9, 2007. MERS records and Ms. Middleton's mortgage statements show that Bank  
11 of America is the servicer. After the economic crisis severely and unforeseeably altered  
12 her financial circumstances, Ms. Middleton sought a loan modification. She received an  
13 adjustable rate modification in July of 2010, but is still having difficulty staying current on  
14 her loan.

15 **Defendants**

16 150. Prior to 1983, Defendant BANK OF AMERICA CORPORATION ("BofA")  
17 exclusively did business in California and has deep roots in California business and  
18 culture. Now a Delaware corporation, BofA is currently a national bank with its principal  
19 place of business in Charlotte, North Carolina and doing business in the State of  
20 California and County of Los Angeles. Defendant BofA's agent for service of process is  
21 CT Corporation System located at 818 W. Seventh Street, Los Angeles, CA 90017.

22 151. At all times material hereto, Defendant COUNTRYWIDE FINANCIAL  
23 CORPORATION ("Countrywide") was a Delaware corporation, or a division or  
24 subsidiary of BofA, doing business in the State of California and County of Los Angeles.  
25 COUNTRYWIDE FINANCIAL CORPORATION now does business as BAC HOME  
26 LOANS, SERVICING.

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1 152. At all times material hereto, Defendant COUNTRYWIDE HOME LOANS, INC.  
2 was a New York corporation, or a division or subsidiary of BofA, doing business in the  
3 State of California and County of Los Angeles. Defendant COUNTRYWIDE HOME  
4 LOANS, INC's agent for service of process is CT Corporation System located at 818 W.  
5 Seventh Street, Los Angeles, CA 90017.

6 153. Defendant RECONSTRUST COMPANY, N.A. ("ReconTrust") is a wholly owned  
7 subsidiary of BofA that has intentionally and maliciously concealed the true names of  
8 entities to which Plaintiffs' home loans were transferred by other Countrywide  
9 Defendants. ReconTrust is one of BofA's agents which acts as trustee under the deeds of  
10 trust securing real estate loans so as to foreclose on property securing the real estate loans  
11 held or serviced by BofA. The foregoing is part of a scheme by which the Countrywide  
12 defendants concealed the transferees of loans and deeds of trust, inter alia in violation of  
13 California Civil Code § 2923.5 and 15 U.S.C. § 1641, as more fully described herein.

14 154. At all material times hereto, Defendant ReconTrust was and is a National Banking  
15 Association organized under the laws of the State of Texas, doing business in the State of  
16 California and Los Angeles County. Upon information and belief, through ReconTrust's  
17 powers are limited to performing as a trust company, Defendant BofA, and the other Bank  
18 Defendants, have regularly used ReconTrust to foreclose, as trustee with power of sale,  
19 trust deeds on California realty and realty in other states. Such foreclosures are commonly  
20 conducted nonjudicially. Such foreclosures result in the dispossession of debtors,  
21 including certain Plaintiffs herein, and also entail the assertion in certain instances of  
22 claims for the deficiency between amounts asserted to be owed and sale prices. Such  
23 foreclosures are without authority.

24 155. Defendant CTC REAL ESTATE SERVICES, INC. ("CTC") is a California  
25 corporation-corporation number C0570795- and is a resident of Ventura County,  
26 California. Defendant CTC has acted alongside and in concert with BofA in carrying out  
27 the concealment described herein and in continuing to conceal from Plaintiffs, from the  
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1 California general public, and from regulators the details of the securitization and sale of  
2 deeds of trust and mortgages (including those of Plaintiffs herein) that would expose all  
3 Defendants herein to liability for sale of mortgages of California citizens-including all  
4 Plaintiffs herein-for more than the actual value of the mortgage loans. The sale and  
5 particularly the undisclosed sale of mortgage loans in excess of actual value violates  
6 California Civil Code § § 1709 and 1710, and California Business and Professions Code §  
7 17200 et seq., 15 U.S.C. § § 1641 et seq. and other applicable laws.

8 156. Defendant WASHINGTON MUTUAL BANK (“WAMU”) is a Washington  
9 Corporation which does business in the State of California with the agent for service of  
10 process as Theresa M. Marchlewski, 9200 Oakdale Avenue N1107101, Chatsworth, CA  
11 91311.  
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13 157. Defendant DESERT COMMUNITY BANK is a California Corporation with the  
14 agent for service of process as Robert C. Bride Jr., 12530 Hesperia Rd., Victorville, CA  
15 92395.  
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17 158. Defendant FIRST FRANKLIN FINANCIAL CORPORATION is a Delaware  
18 Corporation which does business in the State of California with the agent for service of  
19 process as CT Corporation System, 818 W Seventh Street, Los Angeles, CA 90017  
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21 159. Defendant PROVIDENT SAVINGS BANK is a California Corporation with the  
22 agent for service of process as Craig G. Blunden, 3756 Central Ave., Riverside, CA 92506  
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24 160. Defendant BANK MORTGAGE SOLUTIONS, LLC, is a Kansas Limited  
25 Liability Company who does business in the State of California with the agent for service  
26 of process Stacy L. Seibel, 1805 E/ 27<sup>th</sup>, Hays, KS 67601.  
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28 161. Defendant SOUTH PACIFIC FINANCIAL CORPORATION is a California  
Corporation with its agent for service of process as Timothy Cahill, 2548 Brennen Way,  
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Fullerton, CA 92835.

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2 162. Defendant HOME SAVERS, INC. is a California Corporation with the agent for  
3 service of process as Connie L. Cotton Jr., 4859 W. Slauson Ave., Ste 170, Los Angeles,  
4 CA 90056.

5 163. Defendant SCME MORTGAGE BANKERS, INC., is a California Corporation  
6 with the agent for service of process as Joseph William Davies, 8324 Allison Avenue, La  
7 Mesa, CA 91942.

8 164. Defendant WMC MORTGAGE CORP., is a California Corporation with the agent  
9 for service of process as Corporation Service Company which will do business in  
10 California as CSC-Lawyers Incorporating Service, 2730 Gateway Oaks Dr., Ste 100,  
11 Sacramento, CA 95833.

12 165. Defendant BENCHMARK MORTGAGE CORPORATION is a California  
13 Corporation with the agent for service of process as Stephen E. Davidson, 16742 Gothard  
14 Street, Suite 223, Huntington Beach, CA 92647.

15 166. Defendant PARAMOUNT RESIDENTIAL MORTGAGE GROUP, INC., is a  
16 California Corporation with the agent for service of process as Paul Stephen Rozo, 1265  
17 Corona Pointe Court, Suite 301, Corona, CA 92879.

18 167. Defendant MOUNTAIN STATES MORTGAGE CENTERS, INC., is a Utah  
19 Corporation doing business regularly in the State of California. MOUNTAIN STATES  
20 MORTGAGE CENTERS, INC's agent for service of process is Paracorp Incorporated,  
21 2804 Gateway Oaks Dr., Ste 200, Sacramento, CA 95833.

22 168. Defendant NL INC., is a California Corporation with an agent for service of  
23 process as Tracey Hirt, 2175 N. California Blvd. # 1000, Walnut Creek, CA 94596.

24 169. Defendant THE BANK OF NEW YORK MELLON CORPORATION,  
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1 (“BNYM”) is a Delaware Corporation conducting regular business in California and  
2 acting as trustee for trusts holding several residential mortgage loans secured by  
3 California real estate. BNYM’s agent for service of process is The Corporation Trust  
4 Company, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801.

5 170. Defendant LEHMAN BROTHERS INC., is a Delaware Corporation conducting  
6 business on a regular basis in the State of California. LEHMAN BROTHERS’s agent for  
7 service of process is Corporation Service Company which will do business in California  
8 as CSC-Lawyers Incorporating Service, 2730 Gateway Oaks Dr., Ste 100, Sacramento,  
9 CA 95833.

10 171. Defendant BAC HOME LOANS SERVICING, LP, is a Texas Corporation  
11 conducting business on a regular basis in the State of California. BAC HOME LOANS  
12 SERVICING, LP’s agent for service of process is CT Corporation System.

13 172. Defendant WELLS FARGO & COMPANY is a Delaware Corporation conducting  
14 business on a regular basis in the State of California. WELLS FARGO & COMPANY’s  
15 agent for service of process is Corporation service Company which will do business in  
16 California as CSC-Lawyers Incorporating Service, 2730 Gateway Oaks Drive, Ste. 100,  
17 Sacramento, CA 95833.

18 173. Defendant CITIMORTGAGE, Inc., is a New York Corporation conducting  
19 business on a regular basis in the State of California. CITIMORTGAGE, INC.’s agent for  
20 service of process is CT Corporation System 818 W Seventh Street, Los Angeles, CA  
21 90017.

22 174. Defendant HSBC BANK USA, NATIONAL ASSOCIATION is a United States  
23 Corporation, conducting business on a regular basis in the State of California. HSBC’s  
24 agent for service of process is CT Corporation System, 818 W Seventh Street, Los  
25 Angeles, CA 90017.  
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1 175. Defendant PINE MOUNTAIN LAKE ASSOCIATION is a California  
2 Corporation. PINE MOUNTAIN LAKE's agent for service of process is Louis Gonzales,  
3 400 Capitol Mall Eleventh Fl., Sacramento, CA 95814.

4 176. Defendant THE BANK OF NEW YORK MELLON TRUST COMPANY, is a  
5 nationally chartered trust company which conducts business on a regular basis in the State  
6 of California. THE BANK OF NEW YORK MELLON TRUST operates as a subsidiary  
7 of THE BANK OF NEW YORK MELLON CORPORATION. THE BANK OF NEW  
8 YORK MELLON TRUST COMPANY's principal place of business is 700 South Flower  
9 Street, Suite 200, Los Angeles, CA 90017.

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11 **Relation of the Defendants**

12 177. Countrywide Financial ("Countrywide") was one of the country's largest  
13 originators of residential mortgages between 2001 and 2008, when the company was  
14 merged with a subsidiary of Bank of America. Many of the mortgages originated by  
15 Countrywide were securitized and placed into trust. Interests in the trust were then sold  
16 off to investors. Countrywide is considered a "seller" of the assets contained in trust and  
17 benefited financially from the sale of interests in the trusts. In fact, Countrywide likely  
18 gained more from the sale of interests in the trusts than it paid out to its mortgagors.

19 178. Bank of America completed its acquisition of Countrywide in July 2008 despite  
20 the FBI's ongoing investigation of Countrywide for fraud beginning in March 2008. Bank  
21 of America was fully aware of the wrongdoing of Countrywide at the time of the merger.

22 179. Bank of New York Mellon (BNYM) is serving as trustee for most if not all of the  
23 trusts into which mortgages originated by Countrywide were placed. In fact BNYM is  
24 acting as trustee for many of the residential mortgage backed securities (RMBS) trusts.

25 180. According to a post on a Financial Times website (ft.com/alphaville), a BNYM  
26 representative stated the following in a conference call regarding its third quarter earnings:  
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1 181. “Before I leave Issuer Services, I want to comment on the role of trustees for asset-  
2 backed securitization. What we do as trustee is fairly straightforward. For most deals, we  
3 also act as a documentation – excuse me. As trustee, what we do is we receive cash, and  
4 then we pay that cash on to the bondholders. For most deals, we also act as a document  
5 custodian, where we receive the loan files and report to the servicers and originators if the  
6 files are incomplete. We have good agreements that limit our role, so we don’t foresee  
7 liability related to the recent foreclosure issues.”

8 182. The post further posits that BNYM was the biggest trustee for US asset-backed  
9 debt as of late 2008, according to Thompson Reuters data.

10 183. According to a report published on the Moody’s website in 2003:

11 184. “In a securitization, the securitized assets are no longer the property of their  
12 originator. The assets are typically transferred to a special purpose vehicle, which is  
13 legally separate from the originator. However, the originator is often also the servicer,  
14 and in that capacity is responsible for collecting the payments made by obligors on behalf  
15 of investors. Collections on the securitized assets are deposited to a segregated trust  
16 account that is held by the transaction’s trustee. . . .

17 185. Besides collecting payments on the securitized assets, the servicer is responsible  
18 for tracking the performance of the receivables and, in many cases, calculating the  
19 distribution of transaction cash flows. For example, in an auto loan securitization, the  
20 servicer calculates the amount of interest and principal to be distributed to holders of the  
21 various tranches of debt issued by the trust. The servicer reports repossessions,  
22 delinquencies and losses on the receivables and calculates ratios relating to any  
23 performance triggers that were included in the transaction. The servicer also directs  
24 transaction cash flows to any reserve accounts that might be held by the trustee as credit  
25 enhancement for investors. The servicer is responsible for notifying the trustee if any  
26 performance triggers have been breached. . . .”

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1 186. It is clear from the above description of the role of the trustees and servicers of  
2 mortgage-backed securities, that the trustee fills the role of the noteholder (working on  
3 behalf of the investors who purchased the pooled loans) and the servicer works at the  
4 behest of the trustee to enforce the terms of the loan.

5 187. Plaintiff is informed and believed that the other originating defendants as  
6 described under the parties sections are similarly situated with Countrywide and will be  
7 included in any allegations herein directed toward Countrywide.

8 188. At all times material hereto, all Defendants operated through a common plan and  
9 scheme designed to conceal the material facts set forth below from Plaintiffs, from the  
10 California public and from regulators, either directly or as successors-in-interest for others  
11 of the Defendants. The concealment was completed, ratified and/or confirmed by each  
12 Defendant herein directly or as a successor-in-interest for another Defendant, and each  
13 Defendant performed the tortuous acts set forth herein for its own monetary gain and as a  
14 part of a common plan developed and carried out with the other Defendants, or as a  
15 successor-in-interest to a Defendant that did the foregoing.

16 189. Plaintiffs believe and thereon allege that the agents and co-conspirators through  
17 which the named Defendants operated included, without limitation, financial institutions  
18 and other firms that originated loans on behalf of Countrywide or BofA. These  
19 institutions acted at the behest and direction of the Countrywide Defendants, or agreed to  
20 participate – knowingly or unknowingly – in the fraudulent scheme described herein.

21 190. Those firms originating loans that knowingly participated in the scheme are jointly  
22 and severally liable with Countrywide or BofA for their acts in devising, directing,  
23 knowingly benefitting from and ratifying the wrongful acts of the knowing participants.  
24 Upon learning the true name of such knowing participants, Plaintiffs shall seek leave to  
25 amend this Complaint to identify such knowing participants as Doe Defendants.

26 191. For avoidance of doubt, such knowing participants include, without limitation,  
27 legal and natural persons owned in whole or in part by BofA or affiliates thereof; legal  
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1 and natural persons owning directly or through affiliates financial interests in BofA; legal  
2 and natural persons directly or through affiliates acting pursuant to agreements,  
3 understandings and arrangements to share in the benefits of the wrongdoing alleged in this  
4 Complaint and knowingly, to at least some degree, committing acts and omissions in  
5 support thereof; and legal and natural persons knowingly, to at least some degree, acting  
6 in concert with the Defendants.

7 192. As to those legal and natural persons acting in concert without an express legal  
8 relationship with Defendants or their affiliates, on information and belief, BofA  
9 knowingly induced and encouraged the parallel acts and omissions, created circumstances  
10 permitting and authorizing the parallel acts and omissions, benefited therefrom and  
11 ratified the improper behavior, becoming jointly and severally liable therefore.

12 193. As to those legal and natural persons whose acts and omissions in support of the  
13 BofA scheme were unwitting, on information and belief, BofA knowingly induced and  
14 encouraged the acts and omissions, created circumstances permitting and authorizing the  
15 parallel acts and omissions, benefited therefrom and ratified the improper behavior,  
16 becoming liable therefore.

17 194. Upon completion of sufficient discovery, if there are Plaintiffs herein whose loans  
18 were originated by financial institutions that were not directly or indirectly, knowingly or  
19 otherwise a part of the BofA scheme, but rather, in an unrelated transaction, the  
20 originating financial institution later assigned servicing rights to the Defendants, then  
21 those Plaintiffs will withdraw their loan origination claims against the Defendants with  
22 respect to such mortgages.

23 195. The true names and capacities of the Defendants listed herein as DOES 1 through  
24 1,000 are unknown to Plaintiffs who therefore sue these Defendants by such fictitious  
25 names. Each of the DOE Defendants was the agent of each of the other Defendants  
26 herein, named or unnamed, and thereby participated in all of the wrongdoing set forth  
27 herein. On information and belief, each such Defendant is responsible for the acts, events  
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1 and concealment set forth herein and is sued for that reason. Upon learning the true  
2 names and capacities of the DOE Defendants, Plaintiffs shall amend this Complaint  
3 accordingly.

4 196. On information and belief, Plaintiffs allege that all Defendants named herein were  
5 either controlled by, owned by, or later acquired by Countrywide which was then merged  
6 into a subsidiary of Bank of America.

7 197. Countrywide's remaining operations and employees have been transferred to Bank  
8 of America, and Bank of America ceased using the Countrywide name in April 2009. On  
9 July 1, 2008, a New York Stock Exchange Form 25 was utilized to deregister and delist  
10 Countrywide's common stock, and on July 22, 2008 Countrywide filed Securities and  
11 Exchange Act of 1934, as amended.

12 198. Plaintiffs are informed and believe, and thereon allege, that: (1) BofA and its  
13 wholly-owned and controlled subsidiaries are liable for all wrongful acts of Countrywide  
14 prior to the date thereof as the successor-in-interest to Countrywide, (2) BofA directly and  
15 through its subsidiaries and other agents sued herein as Does have continued the unlawful  
16 practices of Countrywide since October 31, 2007, including, without limitation thereof,  
17 writing fraudulent mortgages as set forth above and concealing wrongful acts that  
18 occurred in whole or in part prior thereto, and (3) BofA and its subsidiaries are jointly and  
19 severally liable as alter egos and as a single, greater unified whole.  
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## 22 GENERAL FACTS

23 199. The common facts herein include those facts set forth above in the prior sections  
24 of this Complaint.

25 200. Under California Civil Code § 1709 it is unlawful to willfully deceive another  
26 "with intent to induce him to alter his position to his injury or risk."  
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1 201. Under California Civil Code § 1710, it a “deceit” to do any one or more of the  
2 following: (1) the suggestion, as a fact, of that which is not true, by one who does not  
3 believe it to be true; (2) the assertion, as a fact, of that which is not true, by one who has  
4 no reasonable ground for believing it to be true; (3) the suppression of a fact, by one who  
5 is bound to disclose it, or who gives information of other facts which are likely to mislead  
6 for want of communication of that fact; or, (4) a promise, made without any intention of  
7 performing it.

8 202. Under California Civil Code § 1572, the party to a contract further engages in  
9 fraud by committing any other act fitted to deceive.”At the time of entering into the notes  
10 and deeds of trust referenced herein with respect to each Plaintiff, the Countrywide  
11 Defendants were bound and obligated to fully and accurately disclose: who the true  
12 lender and mortgagee were.

13 203. That to induce a Plaintiff to enter into the mortgage, the Defendants caused the  
14 appraised value of Plaintiffs home to be overstated.

15 204. That to disguise the inflated value of Plaintiffs home, Defendants were  
16 orchestrating the over-valuation of homes throughout Plaintiffs community.

17 205. That to induce a Plaintiff to enter into a mortgage, the Defendants disregarded  
18 their underwriting requirements, thereby causing Plaintiff’s obligations under the  
19 mortgage, when the Defendants knew that was untrue. One way they systematically  
20 disregarded the underwriting requirements was through the use of the Granada Network,  
21 another fact which Defendants systematically failed to disclose to any California  
22 borrower.

23 a. That Defendants not only had the right to securitize and sell Plaintiff’s  
24 mortgage to third-party investors, but that they specifically planned and  
25 intended to do so as to virtually all mortgages at highly-inflated and  
26 unsustainable values.

27 b. That as to the intended sales:  
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1) The sales would include sales to nominees who were not authorized under law at the time to own a mortgage, including, among others, MERS which according to its website was created by mortgage banking industry participants to be only a front or nominee to “streamline” the mortgage resale and securitization process;

2) Plaintiff’s true financial condition and the true value of Plaintiff’s home and mortgage would not be disclosed to investors to whom the mortgage would be sold;

3) Countrywide intended to sell the mortgage together with other mortgages as to which it also intended not to disclose the true financial condition of the borrowers or the true value of their homes or mortgages;

4) The consideration to be sought from investors would be greater than the actual value of the said notes and deeds of trust; and

5) The consideration to be sought from investors would be greater than the income stream that could be generated from the instruments even assuming a 0% default rate thereon;

c. That the mortgage would thereby be used as part of a scheme by which the Defendants would bilk investors by selling collateralized mortgage pools at an inflated value.

d. That, at the time they did the foregoing, the Defendants knew the foregoing would lead to a liquidity crisis and the likely collapse of Countrywide;

e. That the Defendants also knew the foregoing would lead to grave damage to each Plaintiff’s property value and thereby result in Plaintiff’s loss of the

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equity Plaintiff invested in his house, as well as damaging Plaintiff’s credit rating, thereby causing Plaintiff additional severe financial damage; and

- f. That the Defendants knew at the time of making each loan, but did not disclose to Plaintiffs, that entire communities would become “ghost-town-foreclosure-communities” after a domino effect of foreclosures hit them.
- g. That the Defendants did not have documents competent to establish that they are holders in due course of the notes or deeds of trust, or otherwise operating under a valid power of attorney with respect thereto to support the right to enforce the notes and deeds of trust against Plaintiffs property.

206. That the Defendants did not properly source their funds, or report the source of their funds in compliance with all requirements.

207. If the Plaintiffs had later learned the truth, each Plaintiff would have either (1) rescinded the loan transaction under applicable law and/or (2) refinanced the loan transaction with a reputable institution prior to the decline in mortgage values in late 2008. Instead, each Plaintiff reasonably relied on the deceptions of the Defendants in originating their loans and forbearing from exercising their rights to rescind or refinance their loans

208. After entering into the transactions with each Plaintiff herein as alleged herein, the Defendants, with the assistance of the other Defendants herein, sold in securities transactions the notes and deeds of trust pertaining to Plaintiffs properties. The sales:

- a. Included sales to nominees who were not authorized under law at the time to own a mortgage, including, among others, MERS;
- b. Involved misrepresentations by Defendants to investors and concealment from investors of Plaintiffs true financial condition and the true value of Plaintiffs home and mortgage;

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- c. Involved misrepresentations by Defendants to investors and concealment from investors of the true financial condition of other borrowers and the true value of their homes and mortgages also involved in the pools;
- d. Were for consideration greater than the actual value of the said notes and deeds of trust;
- e. Were for consideration greater than the income stream that could be generated from the instruments even assuming a 0% default rate thereon; and
- f. Were part of a scheme by which the Defendants bilked investors by selling collateralized mortgage pools at an inflated value.

209. Defendants hid from Plaintiffs that Defendants were engaged in an effort to increase market share and sustain revenue generation through unprecedented expansions of their underwriting guidelines, taking on ever-increasing credit risk.

210. MERS Improperly Separates the Note and Deed of Trust.

211. MERS is a Delaware corporation formed in 1993 by several large participants in the real estate mortgage industry. As alleged above in Paragraph 25, MERS has not been permitted to do business in California since 2002 and all of its acts since that date are void. MERS has one shareholder, MersCorp Inc.

212. MERS operates an electronic registry designed to track servicing rights and the ownership of mortgages. MERS is named as the “nominee for lenders and acts as a document custodian. According to statements of a BNYM representative quoted above, this is the job of the trustee of the pooled mortgages. When a loan is transferred among MERS members, MERS simplifies the process by avoiding the requirement to re-record liens and pay county recorder filing fees.

213. MERS claims to be the owner of the security interest by the mortgages transferred by lenders, investors and their loan servicers in the county land records. MERS claims its process eliminates the need to file assignments in the county land records which lowers

1 costs for lenders and consumers by reducing county recording revenues from real estate  
2 transfers and provides a central source of information and tracking for mortgage loans.

3 214. MERS principal place of business is in Vienna, Virginia. Its national data center is  
4 located in Plano, Texas. At present, MERS appears to serve as nominee for more than 65  
5 million mortgages based on published reports.

6 215. Based upon published reports, including the MERS website, Plaintiffs believe and  
7 thereon allege that MERS does not: (1) take applications for, underwrite or negotiate  
8 mortgage loans; (2) make or originate mortgage loans to consumers; (3) extend credit to  
9 consumers; (4) service mortgage loans; or (5) invest in mortgage loans.

10 216. Nationwide, there are courts requiring banks that claim to have transferred  
11 mortgages to MERS to forfeit their claim to repayment of such mortgages.

12 217. MERS operations undermine and eviscerate long-standing principles of real  
13 property law, such as the requirement that any person who seeks to foreclose upon a  
14 parcel of real property: (1) be in possession of the original note and mortgage; and (2)  
15 possess a written assignment giving it rights to the payments due from the borrower  
16 pursuant to the mortgage and note.

17 218. Many of the mortgages issued by defendants include intentionally ambiguous  
18 provisions pertaining to MERS. These standardized mortgages are crafted to allow  
19 Defendants to situationally modify their positions, as demonstrated by the following  
20 language from some of the underlying documents used in mortgages involving MERS:

21 219. MERS is Mortgage Electronic Registration System, Inc.; (1) MERS is a separate  
22 corporation that is acting solely as a nominee for Lender and Lender's successors and  
23 assigns; (2) MERS is the mortgagee under this security instrument; (3) MERS is  
24 organized and existing under the laws of Delaware, and has an address and telephone  
25 number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679 MERS.

26 220. TRANSFER OF RIGHTS IN THE PROPERTY: This Security Instrument secures  
27 to Lender: (1) the repayment of the Loan, and all renewals, extensions and modifications  
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1 of the Note; and (2) the performance of Borrowers covenants. For this purpose, Borrower  
2 does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and  
3 Lenders successors and assigns) and to the successors and assigns of MERS, the following  
4 described property in the County of [\_\_\_\_\_].

5 221. At all material times, MERS was unregistered and unlicensed to conduct mortgage  
6 lending or any other type of real estate or loan business in the State of California and has  
7 been and continues to knowingly and intentionally improperly record mortgages and  
8 conduct business in California and elsewhere on a systematic basis for the benefit of the  
9 Defendants and other lenders;

10 222. Following a crescendo of rulings that MERS lacks the authority to foreclose on  
11 February 16, 2010 MERS issued an Announcement to All MERS Members advising  
12 them:

13 MERS is planning to shortly announce a proposed amendment to Membership  
14 Rule 8. The proposed amendment will require Members to not foreclose in  
15 MERS' name. Consistent with the Membership Rules there will be a 90-day  
16 comment period on the proposed Rule. During this period we request that  
17 Members do not commence foreclosures in MERS' name.

18 223. The Announcement also instructed MERS' members to cease executing  
19 assignments and other documents, except pursuant to new procedures being developed.

20 224. Based upon published reports, other litigation and the investigations of Plaintiffs'  
21 counsel, Plaintiffs believe and thereon allege that MERS has been used by Defendants to  
22 facilitate the unlawful transfers of mortgages, unlawful pooling of mortgages and the  
23 injection into the United States banking industry of improper off-shore funds.

24 225. The Bank Defendants do not comply with TILA effective May 20, 2009, pursuant  
25 to an amendment to the Federal Truth in Lending Act (TILA), transferors of mortgage  
26 loans must disclose to the mortgagor the identity of any transferees. The notice must  
27 include the identity, address and telephone number of the new creditor; the date of the  
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1 transfer; how to reach an agent or party having authority to act on behalf of the new  
2 creditor; the location of the place where transfer of ownership of the debt is recorded; and  
3 any other relevant information regarding the new creditor.

4 226. Section 404 of TILA, NOTIFICATION OF SALE OF TRANSFER OF  
5 MORTGAGE LOANS, provides:

6 IN GENERAL -Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is  
7 amended by adding at the end the following

8 g. NOTICE OF NEW CREDITOR-

9 1) IN GENERAL- In addition to other disclosures required by  
10 this title, not later than assigned to a third party, the creditor that is  
11 the new owner or assignee of the debt shall notify the borrower in  
12 writing of such transfer, including-

- 13 i. the identity, address, telephone number of the new creditor;
- 14 ii. the date of transfer;
- 15 iii. how to reach an agent or party having authority to act on  
16 behalf of the new creditor;
- 17 iv. the location of the place where transfer of ownership of the  
18 debt is recorded; and
- 19 v. any other relevant information regarding the new creditor.

20 2) DEFINITION -As used in this subsection, the term  
21 ‘mortgage loan’ means any consumer credit transaction that is  
22 secured by the principal dwelling of a consumer.”

23 3) PRIVATE RIGHT OF ACTION -Section 130(a) of the  
24 Truth in Lending Act (15 U.S.C. 1640(a)) is amended by inserting  
25 “subsection (f) or (g) of section 131, after “section 125.”

26 227. The amendment above was signed into law as part of the Helping Families Save  
27 Their Homes Act of 2009, with immediate effect from the President’s signature. The  
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1 purpose of the amendment is to ensure that homeowners know who owns their mortgages  
2 and to prevent lenders from standing behind nominees. The requirement for “any other  
3 relevant information” is particularly strong, underscoring the strong Congressional intent  
4 for complete disclosure. Using MERS to foreclose may violate 15 U.S.C. § 1641.

5 228. Remedies for TILA violations include rescission, damages and equitable relief. 15  
6 U.S.C. §§ 1635-1640.

7 229. This Complaint does not allege a cause of action for breach of TILA. Rather,  
8 Defendants actions and omissions are relevant to the causes of action alleged herein for  
9 the following reasons: (1) such actions and omissions and the potential consequences  
10 thereof were concealed from Plaintiffs, (2) such actions and omissions are relevant to  
11 determining the availability of punitive damages, and (3) such actions and omissions are  
12 relevant to assessing whether there is liability under the California Unfair Competition  
13 Law which is the basis for the seventh cause of action herein.

#### 14 15 **FIRST CAUSE OF ACTION**

16 Rescission – Mistake – Void Agreement

17 (By All Plaintiffs, Against All Defendants)

18 230. Plaintiffs re-allege and incorporate by reference all paragraphs of this complaint as  
19 though fully set forth herein.

20 231. The Restatement (Second) of Contract, § 17 states that “the formation of a contract  
21 requires a bargain in which there is a manifestation of mutual assent. . .” American Law  
22 Institute, Restatement (Second) of Contracts, § 17(1).

23 232. The bargain between the parties is often referred to as the “meeting of the minds.”  
24 See, e.g., American Law Institute, Restatement (Second) of Contracts, § 17, comment 2.

25 233. The California Forth District Appellate Court has held that a lack of meeting of the  
26 minds, a mistake as to fact, can justify a rescission of the contract. “A mutual mistake,  
27 whether of fact or law, which affects an essential element of the contract and is harmful to  
28

1 one of the parties, is subject to rescission by the party harmed.” *Guthrie v. Times-Mirror*  
2 *Co.*, 51Cal.App.3d 879 (1975).

3 234. The mistake or missing of the minds does not have to be mutual. A single party  
4 mistaken justifies the voiding or rescinding of the contract when the mistake is known to  
5 the non-mistaken party.

6 235. The Restatement (Second) of Contracts, § 153 states:

7 “Where a mistake of one party at the time a contract was made as to a basic  
8 assumption on which he made the contract has a material effect on the agreed  
9 exchange of performances that is adverse to him, the contract is voidable by him if he  
10 does not bear the risk of the mistake under the rule stated in § 154 , and

11 a. The effect of the mistake is such that enforcement of the contract would be  
12 unconscionable, or

13 b. The other party had reason to know of the mistake or his fault caused the  
14 mistake.

15 236. The Plaintiffs in this action executed their Loan documents based on the mistaken  
16 belief that they would remain in a borrower/lender relationship.

17 237. The Lenders knew there would be no borrower/lender relationship.

18 238. Because of this mistake, the Plaintiffs’ benefit from their Loan agreement is far  
19 less than they thought they would receive. Instead of a lender who had full authority to  
20 deal with their contractual relationship and the economic value to the lender, the Plaintiffs  
21 received a relationship with a party who lacked the full authority of the lender and lacked  
22 the economic incentive to modify the loan rather than foreclose.

23 239. The mistake was not a future contingency, but a reality present at the contract  
24 formation: the Defendants knew the securitization of the conduit Loans would occur with  
25 certainty and they knew no borrower/lender relationship was contemplated or planned as a  
26 result of the Loan.

1 240. It would be unconscionable for the Defendants, having withheld material  
2 information regarding the Loans from Plaintiffs, to still receive the benefits of the Loans.

3 241. As illustrated by the Wells Fargo publication attached herein as Exhibit B, the  
4 Defendants knew that the Plaintiffs did not understand that the securitization of the Loans  
5 would destroy the lender/borrower relationship.

6 242. Based on the material mistake in the formation of their contracts, Plaintiffs are,  
7 therefore, entitled to an order of this Court rescinding the Loans and/or declaring the  
8 Loans void, invalid, and unenforceable.

9 243. In addition, Defendants request restitution and damages in an amount in excess of  
10 \$75,000 each, the specific amount to be determined at trial.

11  
12  
13 **SECOND CAUSE OF ACTION**

14 (Fraudulent Concealment-Against All Defendants)

15 (By All Plaintiffs)

16 244. Paragraph 1 through 243 and the paragraphs following this cause of action are  
17 hereby incorporated by reference as though fully set forth herein.

18 245. Defendants had exclusive knowledge not accessible to Plaintiffs of material facts  
19 pertaining to its mortgage lending activities that it did not disclose to Plaintiffs at the time  
20 it was entering into contracts with Plaintiffs. As more fully alleged herein, these facts  
21 included false appraisals, violation of Defendants' underwriting guidelines, the intent to  
22 sell Plaintiffs' mortgages above their actual values to bilk investors and knowledge that  
23 the scheme would result in a liquidity crisis that would gravely damage Plaintiffs.

24 246. Further, in connection with entering into contracts with Plaintiffs, Defendants,  
25 made partial (through materially misleading) statements and other disclosures as to their  
26 prominence and underwriting standards in the public releases, on their web site, in their  
27 literature and at their branch offices. However, Defendants suppressed material facts  
28

1 relating thereto as set forth above. Countrywide knew that the mortgages would be  
2 “pooled,” and “securitized sale.”

3 247. Countrywide also knew that within a foreseeable period, its investors would  
4 discover that Countrywide’s mortgages could not afford their loans and the result would  
5 be foreclosures and economic devastation. It was the movie *The Sting* in real lives and  
6 with people whose homes were often times their only asset.

7 248. Countrywide was more dependent than many of its competitors on selling loans it  
8 originated into the secondary mortgage market, an important fact it disclosed to investors.  
9 Countrywide expected that the deteriorating quality of the loans that Countrywide was  
10 writing, and the poor performance over time of those loans, would ultimately curtail the  
11 company’s ability to sell those loans in the secondary mortgage market.

12 249. Countrywide failed to disclose, that Countrywide’s business model was  
13 unsustainable. In fact, the credit risk that Countrywide was taking was so alarming to  
14 Mozilo that he internally issued a series of increasingly dire assessments of various  
15 Countrywide loan products and the risks to Countrywide in continuing to offer or hold  
16 those loans, while at the same time, Countrywide executives continued to make public  
17 statements obscuring Countrywide’s risk profile and attempting to differentiate it from  
18 other lenders.

19 250. Despite their awareness of, and severe concerns about, the increasing risk  
20 Countrywide was undertaking, Countrywide hid these risks from the borrowers, potential  
21 borrowers and investors. Defendants misled borrowers, potential borrowers and investors  
22 by failing to disclose substantial negative information regarding Countrywide’s loan  
23 products, including:

- 24 a. The increasingly lax underwriting guidelines used by the company in  
25 originating loans; The company’s pursuit of a “matching strategy in which  
26 it matched the terms of any loan being offered in the market, even loans  
27 offered by primarily subprime originators;

- b. The high percentage of loans it originated that were outside its own already widened underwriting guidelines due to loans made as exceptions to guidelines;
- c. Countrywide's definition of prime" loans included loans made to borrowers with FICO scores well below any industry standard definition of prime credit quality;
- d. The high percentage of Countrywide's subprime originations that had a loan to value ratio of 100%, for example, 62% in the second quarter of 2006; and
- e. Countrywide's subprime loans had significant additional risk factors, beyond the subprime credit history of the borrower, associated with increased default rates, including reduced documentation, stated income, piggyback second liens, and LTVs in excess of 95%.

251. Countrywide knew this negative information from numerous reports they regularly received and from emails and presentations prepared by the company's chief credit risk officer. Defendants nevertheless hid this negative information from the public, including Plaintiffs.

252. Plaintiffs did not know the concealed facts Defendants intended to deceive Plaintiffs. As described herein, that deception was essential to their overall plan to bilk investors, trade on inside information and otherwise pump the value of Countrywide stock.

253. Countrywide was one of the nation's leading providers of mortgages. It was highly regarded and by dint of its campaign of deception through securities filings, press releases, web site and branch offices, Countrywide had acquired a reputation for performance and quality underwriting. As a result, Plaintiffs reasonably relied upon the deception of the Countrywide Defendants.

1 254. Property values have precipitously declined and continue to decline, gravely  
2 damaging Plaintiffs by materially reducing the value of their primary residences,  
3 depriving them of access to equity lines, second mortgages and other financings  
4 previously available based upon ownership of a primary residence in California, in  
5 numerous instances leading to payments in excess of the value of their properties, thereby  
6 resulting in payments with no consideration and often subjecting them to reduced credit  
7 scores (increasing credit card and other borrowing costs) and reduced credit availability.

8 255. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs  
9 damages arising from this Cause of Action also include loss of equity in their houses costs  
10 and expenses related to protecting themselves, reduced credit scores, unavailability of  
11 credit, increased costs of credit, reduced availability of goods and services tied to credit  
12 ratings, increased costs of those services, as well as fees and costs, including, without  
13 limitation, attorneys fees and costs.

14 256. To this day, Defendants profess willingness to modify Plaintiffs' loans in  
15 accordance with law, but nonetheless they persist to this day in their secret plan to use  
16 Indian or other offshore servicing companies to deprive Plaintiffs of their rights.

17 257. As a result of the foregoing, Plaintiffs damages herein are exacerbated by a  
18 continuing decline in residential property values and further erosion of their credit records.  
19 Defendants' concealments, both as to their pervasive mortgage fraud and as to their  
20 purported efforts to resolve loan modifications with Plaintiffs, are substantial factors in  
21 causing the harm to Plaintiffs described in this Complaint.

22 258. Defendants acted outrageously and persistently with actual malice in performing  
23 the acts alleged herein and continue to do so. Accordingly, Plaintiffs are entitled to  
24 exemplary and punitive damages in a sum according to proof and to such other relief as is  
25 set forth below in the section captioned Prayer for Relief which is by this reference  
26 incorporated herein.

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1 **THIRD CAUSE OF ACTION**

2 (Intentional Misrepresentation-Against All Defendants)

3 (By All Plaintiffs)

4 259. Paragraph 1 through 258 and the paragraphs following this cause of action are  
5 hereby incorporated by reference as though fully set forth herein.

6 260. On information and belief the entire BofA scheme was to get loans against  
7 Plaintiffs' real estate and immediately transfer the realty to the pool to immediately  
8 transfer it to the investors overseas.

9 261. Consistent with discussions in this action, as Plaintiffs' counsel continues to  
10 survey Plaintiffs and potential Plaintiffs to collect information regarding their reliance  
11 upon Defendants misrepresentations, Plaintiffs will seek leave to amend to allege such  
12 supplemental allegations.

13 262. The campaign of concealment, misinformation and partial information described  
14 above in the INTRODUCTION to Ex. 1, attached hereto, throughout the section captioned  
15 GENERAL FACTS in Ex. 1, and in the First Cause of Action was intended to be repeated  
16 and broadly disseminated through the media, analyst reports and individual  
17 communications, and it was. It was intended to become part of the well-understood  
18 givens among homeowners and prospective homeowners seeking mortgages, and it did  
19 become part of the lexicon of home ownership and mortgage choices. The campaign of  
20 disinformation and the manifestation of that campaign described in the preceding  
21 paragraphs of this Second Cause of Action succeeded.

22 263. Plaintiffs relied upon the misrepresentations and entered into mortgages with  
23 Countrywide Defendants. The misrepresentations were made with the intention that  
24 Plaintiffs rely thereon. It was important to Countrywide that Plaintiffs rely on its  
25 misrepresentations so that Plaintiffs would come to a false understanding as to the nature  
26 of Countrywide's business. The foregoing misrepresentations were specifically intended  
27 to convince Plaintiffs to take mortgages from Countrywide Defendants.  
28

1 264. By reason of Countrywide's prominence and campaign of deception as to its  
2 business plans and the relationship of trust developed between each of the Defendants and  
3 Plaintiffs. Plaintiffs were justified in relying upon Defendants representations. As a result  
4 of relying upon the foregoing misrepresentations, each Plaintiff entered into a mortgage  
5 contract with Countrywide Defendants.

6 265. In fact, the home appraisals were inflated. Countrywide did not utilize quality  
7 underwriting processes. Countrywide's financial condition was not sound, but was a  
8 house of cards ready to collapse, as Countrywide well knew, but Plaintiffs did not.  
9 Further, Plaintiffs' mortgages were not refinanced with fixed rate mortgages as promised  
10 and Countrywide never intended that they would be.

11 266. As a result of Countrywide's scheme described herein, Plaintiffs could not afford  
12 the Countrywide mortgage when its variable rate features and/or balloon payments kicked  
13 in. Further, as a result of the Countrywide scheme, Plaintiffs could not refinance or sell  
14 their residence without suffering a loss of their equity investments.

15 267. As a result of the foregoing, Plaintiffs have lost all or a substantial portion of the  
16 equity invested in their houses and suffered reduced credit ratings and increased  
17 borrowing costs, among other damages described herein.

18 268. Plaintiffs reliance on the misrepresentations of the Countrywide Defendants  
19 appraisers, all directed and ratified by the Countrywide Defendants, was a substantial  
20 factor in causing Plaintiffs' harm.

21 269. BofA and the Countrywide Defendants represented to multiple Plaintiffs that they  
22 would be assisted by Defendants in a loan modification. As described herein, that  
23 representation was false. Defendants, knew that representation was false when they made  
24 it.

25 270. Because of new laws pertaining to loan modifications and Defendants insistence  
26 that they had a genuine interest in complying therewith and in keeping borrowers in their  
27 homes, Plaintiffs reasonably relied on the representations.  
28

1 271. By delaying Plaintiffs from pursuing their rights and by increasing Plaintiffs' costs  
2 and the continuing erosion of each Plaintiffs credit rating, each Plaintiffs reliance harmed  
3 that Plaintiff.

4 272. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs

5 273. damages arising from the matters complained of in this Cause of Action also  
6 include loss of equity in their houses, costs and expenses related to protecting themselves,  
7 reduced credit scores, unavailability of credit, increased costs of credit, reduced  
8 availability of goods and services tied to credit ratings, increased costs of those services,  
9 as well as fees and costs, including, without limitation, attorneys fees and costs.

10 274. Plaintiffs' reliance on the representations made by BofA and Countrywide  
11 Defendants was a substantial factor in causing Plaintiffs' harm. Plaintiffs are entitled to  
12 such relief as is set forth in this Cause of Action and such further relief as is set forth  
13 below in the section captioned Prayer for Relief which is by this reference incorporated  
14 herein.

15  
16 **FOURTH CAUSE OF ACTION**

17 (Negligent Misrepresentation-Against All Defendants)

18 (By All Plaintiffs)

19  
20 275. Paragraphs 1 through 274 and the paragraphs following this cause of action are  
21 hereby `incorporated by reference as though fully set forth herein.

22 276. The BofA, Countrywide Defendants, had reasonable grounds for believing such  
23 representations to be true at the time: (1) the representations were instructed to be made,  
24 as to those Defendants instructing others to make representations, or (2) at the time the  
25 representations were made, as to those Defendants making representations and those  
26 Defendants instructing others to make the representations, or (3) at the time the  
27 representations were otherwise ratified by the Countrywide Defendants.  
28

1 277. Such representations, fully set forth in the Second Cause of Action and previous  
2 sections of this Complaint, were not true.

3 278. BofA, the Countrywide Defendants intended that Plaintiffs rely upon those  
4 misrepresentations. As described herein, Plaintiffs reasonably relied on those  
5 representations. By reason of Countrywide's prominence and campaign of deception as to  
6 its business plans and the relationship of trust developed between each of the Defendants  
7 and Plaintiffs, Plaintiffs were justified in relying upon Defendants' representations.

8 279. As a result of relying upon the foregoing misrepresentations, each Plaintiff entered  
9 into a mortgage contract with a Countrywide Defendant.

10 280. As a result of Countrywide's scheme described herein, Plaintiffs could not afford  
11 his or her Countrywide mortgage when its variable rate features and/or balloon payments  
12 kicked in., Further, as a result of the Countrywide scheme, Plaintiffs could not refinance  
13 or sell his or her residence without suffering a loss of Plaintiff's equity.

14 281. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs  
15 damages as a result of the foregoing also include loss of equity in their houses, costs and  
16 expenses related to protecting themselves, reduced credit scores, unavailability of credit,  
17 increased costs of credit, reduced availability of goods and services tied to credit ratings,  
18 increased costs of those services, as well as fees and costs, including, without limitation,  
19 attorneys' fees and costs.

20 282. Plaintiffs are entitled to such relief as is set forth in this Cause of Action and such  
21 further relief as is set forth below in the section captioned Prayer for Relief which is by  
22 this reference incorporated herein.

23  
24 **FIFTH CAUSE OF ACTION**

25 (Invasion of Constitutional Right to Privacy-Against All Bank Defendants)

26 (By All Plaintiffs)

1 283. Paragraphs 1 through 282 and the paragraphs following this cause of action are  
2 hereby incorporated by reference as though fully set forth herein.

3 284. The guarantee of privacy granted to each Californian is a special and unique right  
4 embedded in the very first clause of the California Constitution. Article I, § 1 of the  
5 California Constitution, which provides:

6 285. “All people are by nature free and independent and have inalienable rights.  
7 Among these are enjoying and defending life and liberty, acquiring, possessing, and  
8 protecting property, and pursuing and obtaining safety, happiness, and privacy.”  
9 (Emphasis added)

10 286. The unauthorized disclosure of “private Information” (confidential, nonpublic  
11 personal information, including such information as social security numbers, dates of  
12 birth, property values, bank and credit card account numbers, and other personal  
13 information) is a fundamental violation of Californians’ inalienable right to privacy. Each  
14 Plaintiff has a Constitutionally protected privacy interest and right in his or her Private  
15 Information.

16 287. Each Plaintiff provided Private Information to the Defendants as a requirement for  
17 obtaining a mortgage. Each Plaintiff had a reasonable expectation that the Defendants  
18 would preserve the privacy of that Plaintiff’s Private Information.

19 288. Defendants directly and through their agents violated Plaintiffs’ privacy rights by  
20 disclosing the Private Information without their knowledge, authorization or consent.  
21 This unauthorized disclosure of private information is intrusive into the most private  
22 reaches of the Plaintiffs’ lives, and does not include information that is of a legitimate  
23 public concern. Possession of personal confidential information allows criminals to  
24 “breed” identities, that is, to obtain other forms of identification that may further enhance  
25 their ability to misuse another’s identity. Social security numbers are among the most  
26 sought after and valuable items of personal information to an identity thief.

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1 289. The average victim of unauthorized use of wrongfully disclosed personal  
2 confidential information spends approximately 600 hours and \$1,400 repairing his or her  
3 credit once violated. Victims of identity theft also often suffer further financial loss from  
4 the denial of credit or utility services, increased difficulty in securing employment and  
5 housing, and higher insurance and credit rates. In some cases, an identity theft victim may  
6 even have a criminal record develop in his or her name. Further costs include lost wages  
7 or vacation time, diminished work performance, increased medical problems, and impact  
8 on family and friends.

9 290. It is often the case that a victim will not discover that his or her Private  
10 Information has been stolen and misused until long after an identity theft has taken place,  
11 and then only when they are denied credit or discover that their bank account has been  
12 emptied.

13 291. The California Constitution (Art. I, § 1) is self-executing and confers a right of  
14 action beyond the scope of the mere common law tort. See, e.g., *Burt v. Orange* (2004)  
15 120 Cal.App.4th 273, 284. Fundamental to privacy is the ability to control circulation of  
16 personal information. The proliferation of business records over which individuals have  
17 no control limits their ability to control their personal lives. Personal privacy is threatened  
18 by the information-gathering capabilities and activities of private business-and never more  
19 then when a financial institution that requires personal information to permit a consumer  
20 to buy a home and obtains it with the assertion and promise it will be safeguarded fails to  
21 safeguard that information.

22 292. On information and belief, Defendants began running credit checks on their  
23 borrowers to determine who was experiencing financial difficulties. These credit checks  
24 were outsourced, meaning that private data and other information was sent off-site. The  
25 goal was to develop information that could be used to further Defendants' fraud involving  
26 the sale of collateralized securities and also to improperly provide information to those  
27  
28

1 who already had purchased such collateralized securities in order to give Countrywide a  
2 tactical advantage ahead o other banks.

3 293. But, the real estate market collapsed so rapidly that Countrywide was caught in the  
4 middle of its scheme. The FBI then identified Countrywide employees for their role in the  
5 unlawful disclosure of private and confidential information. On information and belief,  
6 third parties unlawfully used the Private Information acquired from Countrywide thereby  
7 further damaging each Plaintiff.

8 294. By reason of the conduct alleged herein, Defendants violated each Plaintiff's  
9 constitutional right of privacy and each Plaintiff has suffered special damages in an  
10 amount according to proof at trial.

11 295. Further, as a proximate and foreseeable result of Defendants' intentional disclosure  
12 of Plaintiffs' Private Information, each Plaintiff has suffered general damages- including  
13 pain and suffering and emotional distress- in an amount according to proof at trial.

14 296. Defendants conduct is willful, outrageous and pervasive, involving hundreds of  
15 thousands of California citizens. Not only did Defendants abuse Private Information,  
16 willfully fail to maintain the security of the Private Information, and then disclose it to  
17 third parties without permission, but they took no material steps to retrieve the Private  
18 Information , concealed the extent of the violations, and then embarked on a scheme to  
19 defraud this Court and the United States District Court for the Western District of  
20 Kentucky.

21 297. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs  
22 damages as a result of the foregoing also include direct losses associated with identity  
23 theft and the losses associated with reduced credit scores, including, among others,  
24 unavailability of credit, increased costs of credit, reduced availability of goods and  
25 services tied to credit ratings, increased costs of those service, as well as fees and costs,  
26 including, without limitations, attorneys' fees and costs.

1 298. Defendants acted with actual malice by disclosing Plaintiffs' Private Information,  
2 failing to cure the same, concealing the magnitude of the problem, and then lying to the  
3 Kentucky Federal Court.

4 299. Plaintiffs are entitled to exemplary and punitive damages in a sum according to  
5 proof and such further relief as is set forth below in the section captioned Prayer for Relief  
6 which is by this reference incorporated herein.

7  
8 **SIXTH CAUSE OF ACTION**

9 (Injunctive Relief for Violation of Civil Code § 2923.5-Against Defendants Bank of  
10 America Corporation, BAC Home Loans Servicing, Bank of New York Mellon, Wells  
11 Fargo, CitiMortgage, Bank of New York Trust Co., HSBC Bank, and Pine Mountain  
12 Bank Association – together the “Foreclosing Defendants”.)

13 (By Plaintiffs Carla Visendi, Azedah Mary Afzali, Gilbert Barrow, Unadella Barrow,  
14 Armando Barzaghi, Gregory Baughman, Linda Bernardi, Lydia Borromeo, Raul  
15 Borromeo, Carol Campos, Larry Campos, Maribel Castillo, Amie Chapman, Matt  
16 Chapman, Maria Chin, Ronald Chin, Anthony Clifton, Shelly Clifton, Chico Coleman,  
17 Jay Cuccia, Daniel De Leon, Mary De Rosales, Andre Edmonds, Degefu Ejigayehu,  
18 Sharon Fairbanks, Paul Fraga, Mary French, Bonnie Gallegos, Bernardo Gano, Martha  
19 Anne Garcia, Gerald Goldstein, Silvia Gourian, Laura Gregersen, Debra Herman, James  
20 Herman, Vincent Hernandez, Zorene Hernandez, Diane Hopkins, Ron Hopkins, Nora  
21 Jauregui, Ruben Jauregui, Michael Jenson, Beverly Joinder, Gary Jones, Ana Knose, Jan  
22 Lewis, Maura Leos, Manuel Leos, John Humberto Lozano, Melicio Magdauyo, Phyllis  
23 Magdauyo, Richard Masud, Judith McParland, Larry McParland, Lori Meisel, Evangelina  
24 Melchor, Jesus Melchor, Fereidoon Mohammadi, Aprilla Morales, Luis Morales, Michelle  
25 Moses, Lida Musesian, Yervan Musesian, Robert Nachtsheim, Karina Nachtsheim, Kathy  
26 Olsen , Melody Partridge, William Partridge, Anthony Perez, Daniel S. Pittl,  
27 Wendrasword Poedjorahardjo, Michelle Poehlman, Stephen Poehlman, Van Randon,  
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1 Alejandro Rico, Jr., Robert Robledo, Sharon Robledo, Alfredo Rodriguez, Sandra  
2 Rodriguez, Debra Rico, Mario Santiago, Sally Sheets, Javier Sotello, Silvino Tapia, Linda  
3 Tedjasukmana, Byron Thinger, Donna Toscano, Moneik Vanginkel, Melani Verano,  
4 Michael Verano, Serafin Villanueva, Jackie Walker, StevenWalker, Curt Wasserman,  
5 Pamela Lynn Orton Weatherly, and Charles Zettle)

6 300. Paragraph 1 through 299 and the paragraphs following this cause of action are  
7 incorporated by reference as though fully set forth herein.

8 301. Pursuant to California Civil Code, § 2923.5, the Defendants-and each of them- are  
9 prohibited by statute from recording a Notice of Default against the primary residential  
10 property of any Californian without first making contact with that person as required  
11 under § 2923.5 and then interacting with that person in the manner set forth in detail under  
12 § 2923.5. An exception to this rule of law exists in the event the Defendants are unable  
13 with due diligence to contact the property owner.

14 302. With respect to all Plaintiffs in this cause of action, the realty that is the subject  
15 hereof was and is their primary residential dwelling within the meaning of §2923.5.

16 303. The Defendants, and each of them, caused Notices of Default to be recorded  
17 against the primary residential properties of the Plaintiffs named in this cause of action  
18 absent compliance with California Civil Code, § 2923.5. Included in the noncompliance,  
19 Defendants, and each of them, caused declarations to be recorded in the public records  
20 that were, each of them, false. This act also violates § 2923.5 and other California laws  
21 precluding the filing of false statements.

22 304. Plaintiffs are entitled to such relief as is set forth in this Cause of Action and such  
23 further relief as is set forth below in the section captioned Prayer for Relief which is by  
24 this reference incorporated herein.

25  
26 **SEVENTH CAUSE OF ACTION**

27 (Violation of Civil Code § 1798.82-Against All Bank Defendants)

(By All Plaintiffs)

305. Paragraphs 1 through 304 and the paragraphs following this cause of action are incorporated by reference as though fully set forth herein.

306. The Defendants failed to timely disclose to Plaintiffs the disclosure of their personal information as required under California Civil Code § 1798.82.

307. As a proximate result of the foregoing untimely disclosure by Defendants, the Plaintiffs were damaged as described in this Complaint. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs damages also include direct losses associated with identity theft and the losses associated with reduced credit scores, including, among others, unavailability of credit, increased costs of credit, reduced availability of goods and services tied to credit ratings, increased costs of those services, as well as fees and costs, including, without limitation, attorneys' fees and costs. Plaintiffs may recover damages under California Civil Code § 1798.84 according to proof and such further relief as is set forth below in the section captioned Prayer for Relief which is by this reference incorporated herein.

### **EIGHTH CAUSE OF ACTION**

(Wrongful Foreclosure, Violation of Civil Code 2924- Against Defendants, Bank of America Corporation, BAC Home Loan Servicing, Bank of New York Mellon, Wells Fargo, Citi Mortgage, Bank of New York Trust, HSBC Bank, and Pine Mountain Bank Association – together the “Foreclosing Defendants”)

(By Plaintiffs: Carla Visendi, Maria Chin, Ronald Chin, Chico Coleman, Silvia Gourian, and Michelle Moses)

308. Paragraphs 1 through 307 and the paragraphs following this cause of action are incorporated by reference as though fully set forth herein.

1 309. Defendants have foreclosed upon the property owned by the following Plaintiffs:  
2 Carla Visendi, Maria Chin, Ronald Chin, Chico Coleman, Silvia Gourian, and Michelle  
3 Moses.

4 310. In most cases, this has caused irreparable damage to the listed Plaintiffs as the  
5 properties were sold to bona fide third party purchasers whose sales cannot be reversed.

6 311. Because Defendants are not the holders of the notes and deeds of trust and are not  
7 operating under a valid power from the current holders of the notes and deeds of trust,  
8 Defendants did not have the right to proceed with the foregoing foreclosures.

9 312. The burden of proving an assignment falls upon the party asserting rights  
10 thereunder. In an action by an assignee to enforce an assigned right the evidence must not  
11 only be sufficient to establish the fact of assignment when that fact is in issue, but the  
12 measure of sufficiency requires that the evidence of assignment be clear and positive to  
13 protect an obligor from any further claim by the primary obligee. Defendants failed to do  
14 so and improperly foreclosed by reason of lack of proof that they had the right to proceed.

15 313. Under the California Uniform Commercial Code, a negotiable instrument, such as  
16 a promissory note secured by a mortgage, may only be enforced by the holder or a person  
17 with the rights of a holder. Com. Code § 3-301. For instruments payable to an identified  
18 person, such as a lender, a holder is generally recognized as the payee or one to whom the  
19 negotiable instrument has been negotiated. This requires transfer of possession and  
20 endorsement by the prior holder. Com. Code § 3-201. Unless the parties otherwise  
21 provide, the mortgage follows the note. Civ. Code § 2936.

22 314. In California, the assignment of a note generally carries with it an assignment of  
23 the mortgage (Civ. Code § 2936), it is still required in California that the holder of the  
24 note, or a person operating with authority from that holder, be the foreclosing party and  
25 that the mortgage not have been assigned away from that note.

26 315. The originators of Plaintiffs Notes no longer own the notes they originated and  
27 there is just no way of knowing who now owns the Plaintiffs' mortgages because the  
28

1 Foreclosing Defendants do not know who owns these mortgages. Indeed, the Defendants  
2 do not know where it is that they obtained their alleged rights to collect money from  
3 Plaintiffs or foreclose on their properties thereunder.

4 316. Once separated from the note, the trust deed is unenforceable and of no legal  
5 value. On information and belief, the trust deeds were separated from the notes as to all  
6 listed Plaintiffs under this cause of action.

7 317. Plaintiffs' counsel will continue to review documentation and will seek leave to  
8 amend this Complaint should there be additional Plaintiffs in the foregoing category. As  
9 the banks are continuing foreclosures, many Plaintiffs in this complaint will soon have a  
10 cause of action in Wrongful Foreclosure.

11 318. For negotiable instruments payable to an identified person, such as a lender, a  
12 holder is generally recognized as the payee or one to whom the negotiable instrument has  
13 been negotiated. This requires transfer of possession and endorsement by the prior holder.  
14 (Com. Code 3-201.) Unless the parties otherwise provide, the mortgage follows the note.  
15 (Civ. Code § 2936; see also *Carpenter v. Longan*, 83 U.S. 271, 275, 21 L.Ed. 313 (1872).)

16 319. Civil Code section 2936 provides: "the assignment of a debt secured by mortgage  
17 carries with it the security." Defendants have no evidence that they own the notes or have  
18 any power to enforce them from the rightful owners, and now they have gauged that  
19 "material" risk at over 200 billion dollars.

20 320. As described above, (And, or described in Ex. 1 attached hereto) there is  
21 compelling evidence that Defendants are violating TILA and the Patriot Act by failing to  
22 provide required information as to the owners of the notes and deeds of trust and the  
23 sources of funds used to provide their mortgages and/or acquire their mortgages.

24 321. Foreclosure was wrongful for each of the following reasons, independent of any of  
25 the other following reasons: (1) because Plaintiffs' mortgages were obtained through  
26 concealment and/or misrepresentation; (2) because Defendants do not own the notes and  
27 do not have a power of attorney with respect to the notes; (3) because the notes and deeds  
28

1 of trust have become separated; (4) because Defendants do not own the deeds of trust and  
2 do not have a power of attorney with respect to the deeds of trust; (5) because Defendants  
3 cannot surmount their burden of demonstrating they own the notes or have a power of  
4 attorney with respect thereto; and (6) because Defendants cannot surmount their burden of  
5 demonstrating they own the deeds of trust or have a power of attorney with respect  
6 thereto.

7 322. With respect to Plaintiff Carla Visendi, the property was foreclosed after Plaintiff  
8 reasonably relied – to her detriment – on promises made by Bank of America  
9 representatives. First, Ms. Visendi was told to stop making her mortgage payments in  
10 order to be considered for a loan modification. At all times during the loan modification  
11 process, Ms. Visendi made it clear that she had the funds to cure the mortgage  
12 delinquency and was ready to do so if her modification would not be granted. She also  
13 asked Bank of America representatives on several occasions if her home would be  
14 foreclosed. She was assured the foreclosure would be postponed. It was not. Ms.  
15 Visendi was denied her right to cure the mortgage. She has now permanently and  
16 irrevocably lost her home to foreclosure. Ms. Visendi and her husband have been  
17 dispossessed of the property and the property is now owned by a third party.

18 323. As a result of the illegal foreclosures, Plaintiffs were disposed of their property  
19 and put to the expense of relocating and securing alternative properties. Plaintiffs were  
20 further dispossessed of the value of their homes and the potential appreciation thereof.

21 324. As to all Plaintiffs set forth in this cause of action, foreclosure proceeded after  
22 Plaintiffs put Defendants on notice as to each of the foregoing defects.

23 325. Based upon the assertion (Express or Implied) that they did not have to prove they  
24 held the notes or deeds of trust and did not have to prove they had a power of attorney  
25 with respect to the notes and deeds of trust, Defendants proceeded to foreclose.

26 326. Defendants thereby acted outrageously and persistently with actual malice in  
27 performing the acts alleged in this cause of action. Accordingly, Plaintiffs are entitled to  
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1 exemplary and punitive damages in a sum according to proof and to such other relief as is  
2 set forth below in the section captioned Prayer for Relief which is by this reference  
3 incorporated herein.

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5  
6 PRAYER FOR RELIEF

7 WHEREFORE, Plaintiffs pray for judgment against Defendants and each of them  
8 as follows:  
9

- 10 1. General, special and exemplary damages according to proof under the First,  
11 Second, Third, Fourth, Fifth and Eighth Causes of Action
- 12 2. Statutory relief according to proof under the Sixth and Seventh Causes of Action;
- 13 3. Temporary, preliminary, and permanent injunctive relief under the Fifth, and Sixth  
14 Causes of Action;
- 15 4. On all causes of action, for costs of suit herein;
- 16 5. On all causes of action, for pre- and post-judgment interest;
- 17 6. On all causes of action for which attorney's fees may be awarded pursuant to the  
18 governing contract, by statute or otherwise, reasonable attorneys fees; and  
19
- 20 7. On all causes of action, for such other and further relief as this Court may deem  
21 just and proper, provided that this Complaint, including, without limitation, this  
22 prayer for relief shall be conformed to effect the Plaintiffs' averment and intention  
23 that fewer than 100 plaintiffs are alleging claims or amounts in controversy that  
24 would, as to them, equal or exceed the jurisdictional amount for federal  
25 jurisdiction under 28 U.S.C. § 1332(a).  
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Respectfully submitted by,  
UFAN Legal Group, PC

Dated: August 17, 2011

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Kristin Crone, Esq.  
Attorneys for Plaintiffs