

**ELECTRONICALLY FILED**

Superior Court of California,  
County of Orange

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Clerk of the Superior Court  
By James M Haines, Deputy Clerk

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

JOHN P. WRIGHT, an individual;  
CHRISTINA I. PETERSEN, an individual;  
WILLIAM R. MIMIAGA, an individual;  
GARRY SAGE, an individual; JUDY SAGE,  
an individual; ROBERT RAMIREZ, an  
individual; HELEN RAMIREZ, an individual;  
BOB SHELDON, an individual; TANYA  
SHELDON, an individual; LANCE HALL, an  
individual; DEO FLORES, an individual;  
NILDA FLORES, an individual; NOEL  
TORREFLORES, an individual; CHITA  
TORREFLORES, an individual; MERRIL  
COLLINS, an individual; ERIN COLLINS, an  
individual; GERARDO OSEGUERA, an  
individual; KERYN OSEGUERA, an  
individual; TERI O'ROURKE, an individual;  
GERALD SZILLINSKY, an individual;  
ALIREZA KHOBYARI, an individual;  
MARK GENNARO, an individual; ZHAOPO  
TIAN, an individual; ZHIXING ZHOU, an  
individual; BRIAN TILLOTSON, an  
individual; DEANNA TILLOTSON, an  
individual; ROBERT NASSANEY, an  
individual; BETTY CALLAWAY, an  
individual; VINCENT PREE an individual;  
KATHLEEN MAHONEY, an individual;  
MADELINE BRIGANTE, an individual;  
STEPHEN NADASDY, an individual; XIAO-  
YAN GONG, an individual; KIM NGUYEN,

Case No.: 30-2011-00449059-CU-MT-CXC

Assigned for All Purposes to:  
Honorable Gail A. Andler

*Dept. CX102*

**FIRST AMENDED COMPLAINT FOR:**

- 1. FRAUDULENT CONCEALMENT  
[VIOLATION OF CIV. CODE §§ 1572,  
1709 AND 1710];**
- 2. INTENTIONAL  
MISREPRESENTATION  
[VIOLATION OF CIV. CODE §§ 1572,  
1709 AND 1710];**
- 3. NEGLIGENT  
MISREPRESENTATION  
[VIOLATION OF CIV. CODE §§ 1572,  
1709 AND 1710];**
- 4. UNFAIR COMPETITION  
[VIOLATION OF BUS. & PROF.  
CODE §17200 ET SEQ.];**
- 5. WRONGFUL FORECLOSURE  
[VIOLATION OF CIV CODE § 2924]**

**[JURY TRIAL DEMANDED]**

1 an individual; SEM LENH, an individual;  
2 ROWLAND DAY, an individual; JOSEPH F.  
3 BARTLETT, an individual; RICHARD  
4 WALTZ, an individual; BRENDA WALTZ,  
5 an individual; DARLEEN REDDY, an  
6 individual; BARBARA GAUTHIER, an  
7 individual; MICHAEL GAUTHIER, an  
8 individual; CAROLYN H. MARTINO, an  
9 individual; JOHN PASCARELLA, an  
10 individual; STACY SIMPSON, an individual;  
11 PERRY SCOTTI, an individual; CYNTHIA  
12 SCOTTI, an individual; FRANCISCO  
13 FLORES, an individual; JUDITH FLORES,  
14 an individual; BRAD VALENTINE, an  
15 individual; KRISTIN VALENTINE, an  
16 individual; JUAN SALCEDO, an individual;  
17 CARMELINA SALCEDO, an individual;  
18 LALAINA SOLIVEN, an individual;  
19 RICHARD SOLIVEN, an individual; HARRY  
20 BROWN, an individual; PATRICIA BROWN,  
21 an individual; ALFRED CARROZZO, an  
22 individual; JILL CARROZZO, an individual;  
23 MIGUEL PENA, an individual; LEE  
24 RARICK, an individual; MARY RARICK, an  
25 individual; FADI DIAZ, an individual;  
26 MARTHA DIAZ, an individual; NHAN  
27 PECH, an individual; RODNEY  
28 SHRECKENGOST, an individual; ANNIE  
SHRECKENGOST, an individual; STEVE  
LAYTON, an individual; ANTHONY  
ALTIERI, an individual; ELIZABETH  
ALTIERI, an individual; FREDERICO  
FERRER, an individual; RUSHEL FERRER,  
an individual; EDMUND MARTINEZ, an  
individual; VIRGINIA BREWER-  
MARTINEZ, an individual; RODELIO  
RUTGER, an individual; REBECCA  
MARINE, an individual; VINCE HARPER,  
an individual; MARGARET HARPER, an  
individual; RAQUEL PAGADUAN, an  
individual; RONNIE HARWOOD, an  
individual; CASSANDRA PASH, an  
individual; JEFFREY PASH, an individual;  
APRIL BOWERS, an individual; JOHN  
BOWERS, an individual; DEBRA SPICE, an  
individual; WILLIAM STOLL, an individual;

1 ANTHONY ALTIERI, JR., an individual;  
2 MARCO ROJAS, an individual; CATY  
3 ROJAS, an individual; CHARLES HILL, an  
4 individual; RUTHANN HILL, an individual;  
5 MARK WILSON, an individual; ZENAIDA  
6 WILSON, an individual; FRANK NGUYEN,  
7 an individual; MARTIN SWAN, an  
8 individual; DANIEL WILBY, an individual;  
9 CONNIE WILBY, an individual; CAROLYN  
10 DOCTOR, an individual; JOHN RAMOS, an  
11 individual; JENNY RAMOS, an individual;  
12 MARTIN NUNEZ, an individual; YOLANDA  
13 NUNEZ, an individual; PAUL VEROSTEK,  
14 an individual; FABIAN BITANGA, an  
15 individual; TERESITA BITANGA, an  
16 individual; PAUL H. SIBEK, an individual;  
17 LINDA C. OWENS, an individual; YUKIO K.  
18 HARADA, an individual; BARBARA A.  
19 HARADA, an individual; LISA M.  
20 MUSCOLO, an individual; ANNA  
21 FUSILIER, an individual; AMANDA  
22 MORRIS, an individual; MANUEL  
23 SEDILLOS, an individual; LISA COURTO,  
24 an individual; JASON THOMAS, an  
25 individual; CHERRI THOMAS, an individual;  
26 BRENT CLARK, an individual; MONICA  
27 CLARK, an individual; GEORGE CISLER, an  
28 individual; ALFRED AYALA; an individual;  
ADELA AYALA, an individual;  
CHRISTOPHER LLEWELLYN, an  
individual; SHAUNMARY LLEWELLYN, an  
individual; WILLIAM E. LEVIN, an  
individual; ROSA ACOSTA, an individual;  
SALVADOR NIETO, an individual; and  
JACLYN SILVESTRI, an individual;  
ANNUNZIATE WHITNEY, an individual;  
STEPHEN KERVER, an individual;  
ROSALINDA MANAGO, an individual;  
LAURO ROBERTO, an individual; AMALIA  
ROBERTO, an individual; MARIA  
SANCHEZ, an individual; PETER  
BARBRICK, an individual; MIA  
BARBRICK, an individual; LOU  
SPAMPINATO, an individual; TAMARA  
SPAMPINATO, an individual; HAROLD  
HOWELL, an individual; SHARON

1 HOWELL, an individual; RICHARD  
2 FELDMAN, an individual; RANDY  
3 COURTNEY, an individual; RUDY  
4 BARTOLOME, an individual; CYNTHIA  
5 BARTOLOME, an individual; CHERYL  
6 BUSTAMANTE, an individual; MANUEL  
7 BUSTAMANTE, an individual; CARLOS  
8 LUNA, an individual; TERESA LUNA, an  
9 individual; NAZER LAGRIMAS, an  
10 individual; TERESITA LAGRIMAS, an  
11 individual; STEPHEN JONES, an individual;  
12 SUREN ALAVERDYAN, an individual;  
13 MARIA DE LA CRUZ, an individual;  
14 GILBERT WENCK, an individual; RUE ANN  
15 BARROW, an individual; LORELI WAHL,  
16 an individual; GERALD OSWALT, an  
17 individual; LOIS OSWALT, an individual;  
18 JOSE ARELLANO, an individual;  
19 GRACIELA ARELLANO, an individual;  
20 RAYMOND BRULLO, an individual;  
21 KAREN BRULLO, an individual; SHARON  
22 CRAWFORD, an individual; THOMAS  
23 CRAWFORD, an individual; AMY FAN, an  
24 individual; AMY MONTANO-GORDON, an  
25 individual; FRED HAFEZI, an individual;  
26 MARIA LETAMENDI, an individual; JOHN  
27 HOUSE, an individual; CHELSEA HOUSE,  
28 an individual; NATALIE LIANG, an  
individual; FELTON MONTLE, an individual;  
RHUENETTE MONTLE, an individual;  
ALEJANDRO RAMIREZ, an individual;  
MARTHA RAMIREZ, an individual; DIANA  
LYNN ROSS, an individual; ANGELICA  
ROSA SANDOVAL, an individual; JUAN  
MANUEL SANDOVAL, an individual;  
MICHAEL SCOTT, an individual; DANNY  
THAI, an individual; RICHARD TUSSING,  
an individual; JEFF WELLS, an individual;  
JASON ADAMS, an individual; ALISON  
ADKINS, an individual; DENNIS ADKINS,  
an individual; SHERRI ARAGON, an  
individual; CHRISTOPHER ARAGON, an  
individual; VICTORIA ARCADI, an  
individual; BERNARDO ARIZO, an  
individual; APOLONIO ARROYO, an  
individual; ELENA ARROYO, an individual;

1 ALFONSO BARAJAS, an individual; ANNA  
2 CALLIRGOS, an individual; MARIO  
3 CAMPBELL, an individual; LUIS CAMPOS,  
4 an individual; JANETTE CAMPOS, an  
5 individual; HERNANDO CARDONA, an  
6 individual; RUBIOLA CARDONA, an  
7 individual; LEANDRO CASAS, JR., an  
8 individual; DON CHEN, an individual; MAY  
9 CHEN, an individual; FRANK CHUNG, an  
10 individual; TERRY CHUNG, an individual;  
11 LEOLA DAVIS, an individual; JOSEPH  
12 DAVIS, an individual; DARIUSH  
13 DEHDASHTIAN, an individual; GABE  
14 DESADDI, an individual; MARC DESMAS,  
15 an individual; RUBEN DIAZ, an individual;  
16 LINDA DIAZ, an individual; JOSE DIAZ, an  
17 individual; AURORA DIAZ, an individual;  
18 DARYL DOTSON, an individual; KAREN  
19 DOTSON, an individual; DAVID EGANS, an  
20 individual; RICKIA HAMILTON, an  
21 individual; JACK EVANS, an individual;  
22 NOEL EZEKIEL, an individual; CECILIA  
23 EZEKIEL, an individual; SHERRY FEW, an  
24 individual; RICHARD FEW, an individual;  
25 DAMON FLEISCHER, an individual;  
26 LETICIA FLEISCHER, an individual;  
27 RANDOLPH FORD, an individual;  
28 RHONDA CAVE, an individual; RON  
FOSTER, an individual; FEDERICO  
FRANCISCO, an individual; ERLINDA  
FRANCISCO, an individual; DENNIS  
FROST, an individual; NANCY FROST, an  
individual; APRIL FUENTES, an individual;  
AUDREY MEADOWS, an individual;  
JANEATTE GANTER, an individual;  
GREGORY GANTER, an individual; JOHN  
GERMING, an individual; RICKEY  
GILLIAM, an individual; BARBARA  
GILLIAM, an individual; ROSEMARIE  
GONZALEZ, an individual; MANUEL  
GONZALEZ, an individual; DAVID  
GONZALEZ, an individual; YVETTE  
GONZALEZ, an individual; ROBERT  
HAROUTOONIAN, an individual; EUREKA  
HAROUTOONIAN, an individual; NORA

1 HENG, an individual; SONYA HENRY, an  
2 individual; SHERRY HERNANDEZ, an  
3 individual; ALFREDO HERNANDEZ, an  
4 individual; ELIZABETH HERNANDEZ, an  
5 individual; DARRYL HILL, an individual;  
6 ELDON HINSON, an individual; JULIE  
7 HINSON, an individual; MICHAEL  
8 HOOVER, an individual; KAREN AMADIO,  
9 an individual; FREDERICK JAMES, an  
10 individual; NANCY JAMES, an individual;  
11 ROGER JANKE, an individual; LINDA  
12 JANKE, an individual; CHRISTOPHER S.  
13 JEONG, an individual; PETER ZHONGPING  
14 JIN, an individual; LIAN ZHANG, an  
15 individual; RICH JOHNSON, an individual;  
16 MICHELLE JOHNSON, an individual;  
17 EDWIN KAMAE, an individual; JESSICA  
18 KAMAE, an individual; CHRISTIAN  
19 KASSEBAUM, an individual; PATRICIA  
20 KASSEBAUM, an individual; CLIFTON  
21 KINGSTON, an individual; JACQUELINE  
22 KINGSTON, an individual; ERIKA LARIOS,  
23 an individual; MORGAN LAWLEY, an  
24 individual; SCOTT LEE, an individual;  
25 CHERYL LEE, an individual; COLE LIGHT,  
26 an individual; LISA LIGHT, an individual;  
27 LUIS LIMON, an individual; YOLANDA  
28 LIMON, an individual; RICHARD  
MADDALENA, an individual; DIANE  
MADDALENA, an individual; MICHAEL  
MANTELL, an individual; GRACIELA  
MAROTTI, an individual; MARIO  
MAROTTI, an individual; JOETTE MASRY,  
an individual; JOSEPH R. DELL, an  
individual; JOSEPH MCKERNAN, an  
individual; THOMAS MECOM, an individual;  
ROXANN MECOM, an individual; DAWN  
MEHURIAN, an individual; GEORGE  
MEHURIAN, an individual; MARTIN  
MENDOZA, an individual; NORMA  
MENDOZA, an individual; SANDRA  
MORAN, an individual; JIM NGO, an  
individual; ANAYO NWORJIH, an  
individual; YUNSOO OH, an individual;  
MARY PADILLA, an individual;  
ALEJANDRO PADILLA, an individual;

1 ELVIRA PADILLA, an individual; ELVIRA  
2 PALAC, an individual; EDMOND YATES, an  
3 individual; JUAN PAN, an individual;  
4 ROBERT PAYNE, an individual; DAVID  
5 PINTO, an individual; CLAUDIA PINTO, an  
6 individual; MARY POWELL, an individual;  
7 JESSE PRUITT, an individual; TONYA  
8 PRUITT, an individual; ROBERT RAVEN, an  
9 individual; ARLENE RAVEN, an individual;  
10 MICHAEL RIDDLE, an individual; ROSA  
11 RODRIGUEZ, an individual; IGNACIO  
12 RODRIGUEZ, an individual; WANDA  
13 ROGERS, an individual; MANSEL ROGERS,  
14 an individual; LOUISE ROSE, an individual;  
15 JOHN ROSE, an individual; ELSIE  
16 SANCHEZ, an individual; FERNANDO  
17 SANCHEZ, an individual; ROMEL SIERRA  
18 DUENAS, an individual; PAUL SIGUENZA,  
19 an individual; CHRISTINE SIGUENZA, an  
20 individual; STEVE SLEAD, an individual;  
21 TRACEY SLEAD, an individual; BRETT  
22 SMITH, an individual; ANNELIESE SMITH,  
23 an individual; DEBRA SNYDER, an  
24 individual; JAVIER SOLIS, an individual;  
25 SANDRA SOLIS, an individual; LUZ  
26 SPEARS, an individual; CINDY STENBECK,  
27 an individual; KENNETH GALSTER, an  
28 individual; STUART STEPHENS, an  
individual; CHRISTY STEPHENS, an  
individual; TINA TRUONG, an individual;  
CAROL VAIL, an individual; LEONORA  
VALERA, an individual; MICHAEL  
VALERA, an individual; NGHIA VAN  
BREEMEN, an individual; KURT VAN  
BREEMEN, an individual; VAN ANH VU, an  
individual; JOSEPH VU, an individual;  
HARJINDER WARAICH, an individual;  
GURMEET WARAICH, an individual;  
STEFFANIE WELLER-SONNENBURG, an  
individual; SHAUN SONNENBURG, an  
individual; TAREN WHITE, an individual;  
LINDA WILLIAMS, an individual;  
HERBERT WILSON, an individual;  
GWENDOLYN MARIE WILSON, an  
individual; NATALIE YAGHMOURIAN, an  
individual; JOSEPH AMARAL, an individual;

1 PETER JINN, an individual; SHONDA  
2 MYERS, an individual; GREGORY MYERS,  
3 an individual; MICHAEL  
4 WATTENBARGER, an individual; OLIMPIA  
5 GARABET, an individual; DRAZEN  
6 MERSNIK, an individual; LEONARDO  
7 DELGADO, an individual; LONNIE  
8 RODRIGUE, an individual; KIMBERLEE  
9 AHINGER, an individual; MAGDALENA  
10 AVILA, an individual; ARAM BONNI, an  
11 individual; TONY COSTADINI, an  
12 individual; ROLANDO GARCIA, an  
13 individual; LAURA GARNER, an individual;  
14 STIRLING HALE, an individual; MICHELLE  
15 HALE, an individual; JUSTIN HENDEE, an  
16 individual; AUDREY HENDEE, an  
17 individual; FELIPE JUAREZ, an individual;  
18 MADELINE KAYE, an individual;  
19 BRIGETTE LABAR, an individual; TODD  
20 LEGASPI, an individual; ROBBY MOORE,  
21 an individual; TERRY MOORE, an  
22 individual; ERMIRA PAJEVIC, an individual;  
23 MUSTAFA PAJEVIC, an individual; ALICE  
24 SHIOTSUGU, an individual; ARTHUR  
25 TAYLOR SMITH, an individual; BRUCE  
26 TETER, an individual; CRISSOSTOMOS  
27 VILLAREAL, an individual; IAN  
28 WETHINGTON, an individual; RACHEL  
WETHINGTON, an individual; NIKKI  
WHITE, an individual; JOSE MADRIGAL, an  
individual; ROBERT STREET, an individual  
ANDREW JUNG, an individual; MORAD  
LALEZARIAN, an individual; SHARI  
ALTMARK, an individual; GLORIA  
TERRAZAS, an individual; ADEMA HETTY,  
an individual; LYNN BAROFF, an individual;  
JANICE BAROFF, an individual; VICKY  
CONERLY, an individual; GORDY CRUEL,  
an individual; RICHARD DORSEY, an  
individual; CHARLES HEIL, an individual;  
GENNIE HEIL, an individual; JIMENEZ  
HERMENEGILDO; GREG JORDAN, an  
individual; SHARON JORDAN, an  
individual; DAMIAN KUTZNER, an  
individual; MARGARET LANAM, an  
individual; MARK C. MUELLER, an



individual; BETH A. MUELLER, an individual; HOMERO PENA, an individual; AARON SEBAGH, an individual; HANNELORE SEBAGH, an individual; NOLAN A. SMITH, JR., an individual; YOLANDA SOLORIO, an individual; JOE SPADAFORÉ, an individual; PAM SPADAFORÉ, an individual; GLORIA TERRAZAS, an individual; LISA THOMAS, an individual; PHILIP THOMAS, an individual; JUAN NUNGARAY, an individual; KENNEDY M. AREVALO, an individual; and RAMONA D. GAYOBA-AREVALO, an individual,

Plaintiffs,

vs.

BANK OF AMERICA, N.A., a Delaware corporation; COUNTRYWIDE FINANCIAL CORPORATION, a Delaware corporation, dba BAC HOME LOANS SERVICING; COUNTRYWIDE HOME LOANS, INC., a New York corporation; RECONTRUST COMPANY, N.A., a California entity form unknown; CTC REAL ESTATE SERVICES, a California corporation; and DOES 1 through 1000, inclusive.

Defendants.

Plaintiffs, and each of them, hereby demand a jury trial and allege as follows:

### INTRODUCTION

1. This lawsuit arises from: (1) Defendants' deception in inducing Plaintiffs to enter into mortgages from 2003 through 2008 with the Countrywide Defendants (defined below in Paragraph 8); (2) Defendants' breach of Plaintiffs' Constitutionally and statutorily protected

1 rights of privacy; and (3) Defendants' continuing tortious conduct intended to deprive Plaintiffs  
2 of their rights and remedies for the foregoing acts, described below.

3         2.         This action seeks remedies for the foregoing improper activities, including a  
4 massive fraud perpetrated upon Plaintiffs and other borrowers by the Countrywide Defendants  
5 that devastated the values of their residences, in most cases resulting in Plaintiffs' loss of all or  
6 substantially all of their net worths.

7         3.         Defendant Countrywide Financial Corporation ("*Countrywide*") was among the  
8 leading providers of mortgages in California during all times relevant to this Complaint. By  
9 2005, Countrywide was the largest U.S. mortgage lender in the United States, originating over  
10 \$490 billion in mortgage loans in 2005, over \$450 billion in 2006, and over \$408 billion in 2007.

11         4.         In 2007, Defendant Bank of America ("*BofA*") commenced negotiations to  
12 acquire Countrywide. By late 2007, BofA began merging its operations with Countrywide and  
13 adopting some of Countrywide's practices. From and after its acquisition of Countrywide in July  
14 2008 and continuing to the present, both as a successor in interest to Countrywide and as a  
15 principal, BofA has engaged in and continued the wrongful conduct complained of herein.

16         5.         The fraud perpetrated by the Countrywide Defendants from 2003 through 2007,  
17 including by BofA starting no later than 2007, was willful and pervasive. It began with simple  
18 greed and then accelerated when Countrywide founder and CEO Angelo Mozilo ("*Mozilo*")  
19 discovered that Countrywide could not sustain its business, unless it used its size and large  
20 market share in California to systematically create false and inflated property appraisals  
21 throughout California. Countrywide then used these false property valuations to induce  
22 Plaintiffs and other borrowers into ever-larger loans on increasingly risky terms. As Mozilo  
23 knew from no later than 2004, these loans were unsustainable for Countrywide and the  
24 borrowers and to a certainty would result in a crash that would destroy the equity invested by  
25 Plaintiffs and other Countrywide borrowers.

26         6.         Hand-in-hand with its fraudulently-obtained mortgages, Mozilo and others at  
27 Countrywide hatched a plan to "pool" the foregoing mortgages and sell the pools for inflated  
28 value. Rapidly, these two intertwined schemes grew into a brazen plan to disregard underwriting

standards and fraudulently inflate property values – county-by-county, city-by-city, person-by-person – in order to take business from legitimate mortgage-providers, and moved on to massive securities fraud hand-in-hand with concealment from, and deception of, Plaintiffs and other mortgagees on an unprecedented scale.

7. From as early as 2004, Countrywide’s senior management led by Mozilo *knew* the scheme would cause a liquidity crisis that would devastate Plaintiffs’ home values and net worths. But, they did not care, because their plan was based on insider trading – pumping for as long as they could and then dumping before the truth came out and Plaintiffs’ losses were locked in.

8. At the very least, at the time of entering into the notes and deeds of trust referenced herein with respect to each Plaintiff, Countrywide, each Defendant originating a mortgage, each Defendant in the chain of title of the foregoing mortgages and each Defendant servicing the foregoing mortgages and the successors to each of the foregoing (collectively, the “*Countrywide Defendants*”) was bound and obligated to fully and accurately disclose to each borrower, including each Plaintiff herein, that the mortgage being offered to the Plaintiff was, in fact, part of a massive fraud that Countrywide knew would result in the loss of the equity invested by Plaintiff in his home and in severe impairment to Plaintiff’s credit rating.<sup>1</sup>

9. It is now all too clear that this was the ultimate high-stakes fraudulent investment scheme of the last decade. Couched in banking and securities jargon, the deceptive gamble with consumers’ primary assets – their homes – was nothing more than a financial fraud perpetrated by Defendants and others on a scale never before seen. This scheme led directly to a mortgage meltdown in California that was substantially worse than any economic problems facing the rest of the United States. From 2008 to the present, Californians’ home values decreased by considerably more than most other areas in the United States as a direct and proximate result of the Defendants’ scheme set forth herein. The Countrywide Defendants’ business premise was to leave the borrowers, including Plaintiffs, holding the bag once Countrywide and its executives

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<sup>1</sup> This Complaint uses "mortgage" and "deed of trust" interchangeably. Depending upon the state and other factors, a loan may be secured by either form of security instrument, the deed of trust being the customary instrument in California.

1 had cashed in reaping huge salaries and bonuses and selling Countrywide's shares based on their  
2 inside information, while investors were still buying the increasingly overpriced mortgage pools  
3 and before the inevitable dénouement. This massive fraudulent scheme was a disaster both  
4 foreseen by Countrywide and waiting to happen. Defendants knew it, and yet Defendants still  
5 induced the Plaintiffs into their scheme without telling them.

6 10. As a result, Plaintiffs lost their equity in their homes, their credit ratings and  
7 histories were damaged or destroyed, and Plaintiffs incurred material other costs and expenses,  
8 described herein. At the same time, Defendants took from Plaintiffs and other borrowers billions  
9 of dollars in interest payments and fees and generated billions of dollars in profits by selling their  
10 loans at inflated values.

11 11. Like a drug that requires ever-higher doses to yield the same high, the fraud  
12 reached its zenith – or its nadir – when Countrywide systematically destroyed California home  
13 values county-by-county and then State-wide.

14 12. Then, Defendants began to use their customers' most private information for an  
15 extra "edge." This use of private information violated the inalienable Constitutional rights  
16 accorded to all California citizens. Defendants' violations ranged from the disclosure of the  
17 most private and confidential information of more than 2.4 million customers, to the outsourcing  
18 and sale of hundreds of thousands of records to bolster their fraudulent scheme, disenfranchising  
19 Californians of their Article I, § 1 inalienable rights of privacy, that went far beyond the sale of  
20 Private Information disclosed in the settlement of a Kentucky class action related thereto.

21 13. When Countrywide pooled the loans it originated and sold them in secondary  
22 mortgage market transactions, Countrywide recorded gains on the sales. In 2005, Countrywide  
23 reported \$451.6 million in pre-tax earnings from capital market sales; in 2006, it recognized  
24 \$553.5 million in pre-tax earnings from that activity. But, after the liquidity crisis hit, in 2007 it  
25 recognized a mere \$14.9 million in pre-tax earnings from that activity and reported an overall  
26 pre-tax loss.

27 14. Defendants' continue to demand payment and to threaten to foreclose on  
28 Plaintiffs, despite the facts that: (1) Defendants have no proof that they own the notes and deeds

1 of trust they seek to enforce; (2) there is considerable evidence that Defendants do not own the  
2 notes and deeds of trust they enforce and seek to enforce and based thereon, Plaintiffs allege that  
3 they do not; and (3) whether or not they can demonstrate ownership of the requisite notes and  
4 deeds of trust, Defendants lack the legal right to enforce the foregoing because they have not  
5 complied with disclosure requirements intended to assure mortgages are funded with monies  
6 obtained lawfully.

7 15. As a proximate and foreseeable result of the Countrywide Defendants' sale of the  
8 notes and deeds of trust regarding Plaintiffs' properties and others similarly situated for more  
9 than the actual value of such instruments, securitization pools lacked the cash flow necessary to  
10 maintain the securitization pools in accordance with their indentures. The unraveling of the  
11 Defendants' fraudulent scheme has materially depressed the price of real estate throughout  
12 California, including the real estate owned by Plaintiffs, resulting in the losses to Plaintiffs  
13 described herein.

14 16. Countrywide has asserted in its securities filings that it sold its mortgages.  
15 Defendants have produced no evidence that they have re-acquired Moving Plaintiffs' notes or  
16 deeds of trust, even though BofA has explained in its Form 10-K for the year ending December  
17 31, 2010 that it can find "certain" notes and deeds and BofA has confirmed to this Court that it  
18 has made a complete disclosure.

19 17. Plaintiffs believe and thereon allege that Defendants have made demand for  
20 payment on the Plaintiffs with respect to Plaintiffs' properties at a time when Defendants are  
21 incapable of establishing (and do not have any credible knowledge regarding) who owns the  
22 promissory notes Defendants are purportedly servicing. Plaintiffs believe and thereon allege  
23 that because Defendants are not the holders of Plaintiffs' notes and deeds of trust and are not  
24 operating under a valid power from the current holders of the notes and deeds of trust,  
25 Defendants may not enforce the notes or deeds of trust.

26 18. The Defendants include some of our leading financial institutions – institutions on  
27 which Plaintiffs thought they could rely and did rely. But, they were wrong. As is clear from the  
28

1 mounting number of federal and state enforcement actions against Defendants, it is now widely  
2 recognized that they have done very bad things with regard to their mortgage business.

3 19. As a result of the scheme alleged in the Complaint, Defendants and their senior  
4 executives have already agreed to pay in excess of \$10 billion in restitution, settlements and  
5 fines, including: (1) a \$2.6 billion to \$3 billion settlement with Fannie Mae and Freddie Mac in  
6 December 2010 over claims that Countrywide fraudulently sold mortgage pools to the plaintiffs  
7 therein; (2) the United States Securities and Exchange Commission (“SEC”) charged Mozilo and  
8 other former senior officers of Countrywide with fraud for the securitization counterpart of the  
9 fraud perpetrated on Plaintiffs and settled for the largest financial penalty ever paid by a public  
10 company’s senior executive in an SEC settlement; (3) the SEC has obtained a \$150 million  
11 settlement from BofA for fraud involving its acquisition of Merrill Lynch; (iv) the United States  
12 Federal Trade Commission (“FTC”) has obtained \$108 million from two Countrywide mortgage  
13 servicing companies to settle FTC charges that they collected excessive fees from cash-strapped  
14 borrowers who were struggling to keep their homes; and (v) in a 2008 settlement since joined in  
15 by at least 44 states over some of the same practices alleged in this Complaint, BofA agreed to  
16 implement loan modifications estimated by California Governor Jerry Brown (attorney general at  
17 the time of the 2008 settlement) to total more than \$8 billion. In addition to numerous other  
18 enforcement actions and lawsuits against Defendants herein, New York has commenced fraud  
19 proceedings against the recently departed BofA CEO.

20 20. BofA disclosed that it is subject to far-reaching investigations in its Annual  
21 Report for the Year Ending December 31, 2010 filed with the SEC on Form 10-K (“*BofA 2010*  
22 *Form 10-k*”). Page 10 thereof states, in part:

23 Law enforcement authorities in all 50 states and the U.S. Department of  
24 Justice and other federal agencies, including certain bank supervisory authorities,  
25 continue to investigate alleged irregularities in the foreclosure practices of  
26 residential mortgage servicers. Authorities have publicly stated that the scope of  
27 the investigations extends beyond foreclosure documentation practices to include  
28 mortgage loan modification and loss mitigation practices. The Corporation is

1 cooperating with these investigations and is dedicating significant resources to  
2 address these issues. The current environment of heightened regulatory scrutiny  
3 has the potential to subject the Corporation to inquiries or investigations that  
4 could significantly adversely affect its reputation. Such investigations by state and  
5 federal authorities, as well as any other governmental or regulatory scrutiny of our  
6 foreclosure processes, could result in material fines, penalties, equitable remedies  
7 (including requiring default servicing or other process changes), or other  
8 enforcement actions, and result in significant legal costs in responding to  
9 governmental investigations and additional litigation.

10 While we cannot predict the ultimate impact of the temporary delay in  
11 foreclosure sales, or any issues that may arise as a result of alleged irregularities  
12 with respect to previously completed foreclosure activities we may be subject to  
13 additional borrower and non-borrower litigation and governmental and regulatory  
14 scrutiny related to our past and current foreclosure activities. This scrutiny may  
15 extend beyond our pending foreclosure matters to issues arising out of alleged  
16 irregularities with respect to previously completed foreclosure activities. Our  
17 costs increased in the fourth quarter of 2010 and we expect that additional costs  
18 incurred in connection with our foreclosure process assessment will continue into  
19 2011 due to the additional resources necessary to perform the foreclosure process  
20 assessment, to revise affidavit filings and to implement other operational changes.

21 21. Mortgage Electronic Registration Systems Inc., a/k/a MERSCORP, Inc.  
22 (“MERS”) operates an electronic registry designed to track servicing rights and the ownership of  
23 mortgages. MERS is sometimes named as the “nominee” for lenders, and at other times MERS  
24 is named as the “beneficiary” of the deed of trust on behalf of unknown persons. When a loan is  
25 transferred among MERS members, MERS purports to simplify the process by avoiding the  
26 requirement to re-record liens and pay county recorder filing fees.

27 22. For the substantial majority of the Plaintiffs herein, MERS claims to be the owner  
28 of the security interest indicated 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

1 assignments in the county land records which lowers costs for lenders and consumers by  
2 reducing county recording revenues from real estate transfers and provides a central source of  
3 information and tracking for mortgage loans.

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

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

14 25. In 2001, Congress found that "money laundering, and the defects in financial  
15 transparency on which money launderers rely, are critical to the financing of global terrorism and  
16 the provision of funds for terrorist attacks." Congress specifically found that "money launderers  
17 subvert legitimate financial mechanisms and banking relationships by using them as protective  
18 covering for the movement of criminal proceeds and the financing of crime and terrorism..."

19 26. Plaintiff John Wright is one example of the Defendants' wrongful activities, both  
20 initial and continuing. He now has his own "blog" web site at [www. piggybank.com](http://www.piggybank.com), which deals  
21 primarily with these and other wrongful activities by Bank of America, and which the Bank of  
22 America appears to actively monitor on an ongoing basis. On about August 16, 2004, Mr. Wright  
23 bought his first home for \$700,000. Countrywide provides mortgage financing to Mr. Wright  
24 with a first loan for \$400,000, fixed interest rate of 6.5% for 30 years, and a second loan (Home  
25 Equity Line of credit) at 7.75% interest. Then, less than a year later, defendant Countrywide  
26 contacted Mr. Wright and strongly encouraged him to "refinance" his first loan into an adjustable  
27 rate loan instead, which he did, do to his reliance on Countrywide and their reputation and  
28



1 experience, since he was a first time home buyer, resulting in a new first loan with an 8.5%  
2 interest rate in about June 2005.

3         27. When Mr. Wright then became aware, after the hidden effects of such sub-prime  
4 loans started to become public in 2007, he contacted Countrywide again to refinance back into a  
5 fixed rate loan; however, this time, they were “too busy” and that he should wait to refinance,  
6 though fixed rate loans were then at about a 5% interest rate. When Countrywide finally let him  
7 start the refinance process, they recommended an appraiser who had the ability to obtain  
8 approval for Mr. Wright which the “average” appraiser could not. After hiring the appraiser  
9 recommended by Countrywide, he received an appraisal which later turned out to be inflated.  
10 Countrywide finally refinanced his first loan into a new fixed 30-year loan at 6.5%, rather than  
11 the 5% interest rate available when he started the second refinance process. By all of this  
12 churning of his mortgages on his first home, the defendants reaped multiple fees, profits, and  
13 higher interest rates, to Mr. Wright’s detriment.

14         28. Countrywide then erected numerous obstacles to Mr. Wright’s attempts in 2008 to  
15 modify his loan due to difficulty making payments, finally approving a loan modification which  
16 would only reduce his monthly payments of over \$3,300 by about \$61. When Mr. Wright then  
17 finally hired a lawyer to assist him, Countrywide engaged in more fraudulent business practices,  
18 including falsely claiming they had never received a letter from his law firm, falsely telling Mr.  
19 Wright this his new law firm was not a real law firm, and telling him not to use an attorney to  
20 obtain help with the loan modification. At some point during this process, Countrywide changed  
21 its name. Bank of America then began a series of harassing phone calls directly to Mr. Wright  
22 seeking payments for the loan, though it knew he was represented by a law firm on such matters.  
23 Bank of America then engaged in further fraudulent and dilatory tactics, including claiming  
24 necessary documents to modify the loan were missing or never received, when they had been  
25 sent by Mr. Wright repeatedly, and assuring him that he had nothing to worry about and  
26 apologizing to him, blaming the “lost” documents on Bank of America’s own incompetence.  
27 Although he continued to send them documents already sent at least once before, and sometimes  
28 twice, Bank of America finally sent him a letter which denied him the loan modification in about

1 February 2010, instead demanding a lump sum payment of about \$40,000. When he called  
2 them, Bank of American told him to disregard that letter, that he was qualified for a loan  
3 modification. Mr. Wright actually has tape recordings of a number of these conversations, made  
4 with the knowledge and consent of Countrywide or Bank of America, and some of these are  
5 available on his blog, together with other details of his myriad of problems caused by  
6 Countrywide and Bank of America. They even told Mr. Wright NOT TO PAY his mortgage  
7 payments for a period of time, as Mr. Wright dutifully recorded on tape. Bank of America told  
8 Mr. Wright that the letter to him demanding a large lump sum payment, **“went out in error”** and  
9 that the Bank of America had had **“millions of calls” about the erroneous letters** like this one  
10 that it had sent out to its borrowers. In other recorded conversations with Bank of American and  
11 its affiliated companies, a trainer for Bank of America, Jennifer Long at a seminar stated that  
12 what the Customer Service Department would do with calls from homeowners, trying to modify  
13 their loans, was to “send it into **the black hole**.” [The reference to “the black hole” might be  
14 referring to the Loan Modification Department itself rather than the Customer Service  
15 Department], and there was “no profit” in doing loan modifications for borrowers.

16 29. Another Plaintiff and his wife, William R. Mimiaga and Christina I. Petersen, are  
17 both retired military individuals. Due to their injuries in combat, Mrs. Petersen is approximately  
18 30% disabled and her husband is approximately 50% disabled. Mr. Mimiaga, a teacher of  
19 students with special needs, unfortunately, is also suffering from cancer. All of the financial  
20 stress caused by Defendants’ wrongful acts complained of herein is exacerbating his medical  
21 condition. His doctor is recommending that he stop working so that he can take care of his  
22 condition.

23 30. The foregoing, even to this day, benefits the very people who were behind the  
24 Countrywide fraud. For example, Stanford Kerlund, former president of Countrywide, left  
25 Countrywide as the scheme was accelerating in late 2006. He then formed PennyMac, his  
26 current business. PennyMac buys up the mortgages on which Plaintiffs and other Countrywide  
27 borrowers defaulted at pennies on the dollar, repackages the mortgages and sells them for a  
28

1 profit, thereby adding continued injury and profit to the original scheme. PennyMac's business  
2 is supported and sanctioned by the Defendants herein.

3 31. These acts continue to this day with hardball tactics and deception that continue to  
4 threaten Plaintiffs' Constitutional rights and financial security, as well as the economic future of  
5 the State of California.

6  
7 **THE PARTIES**

8 ***Plaintiffs***

9 32. Plaintiff JOHN P. WRIGHT is an individual residing in the State of California,  
10 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
11 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
12 trust on his California real estate. At all material times hereto, one or more of the Defendants  
13 have acted as Servicer or some other control capacity over processing the loan.

14 33. Plaintiff CHRISTINA I. PETERSEN is an individual residing in the State of  
15 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
16 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
17 a deed of trust on her California real estate. At all material times hereto, one or more of the  
18 Defendants have acted as Servicer or some other control capacity over processing the loan.

19 34. Plaintiff WILLIAM R. MIMIAGA is an individual residing in the State of  
20 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
21 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
22 a deed of trust on his California real estate. At all material times hereto, one or more of the  
23 Defendants have acted as Servicer or some other control capacity over processing the loan.

24 35. Plaintiff GARRY SAGE is an individual residing in the State of California, who  
25 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
26 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
27 trust on his California real estate. At all material times hereto, one or more of the Defendants  
28 have acted as Servicer or some other control capacity over processing the loan.

1           36. Plaintiff JUDY SAGE is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           37. Plaintiff ROBERT RAMIREZ is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           38. Plaintiff HELEN RAMIREZ is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           39. Plaintiff BOB SHELDON is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           40. Plaintiff TANYA SHELDON is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           41. Plaintiff LANCE HALL is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 42. Plaintiff DEO FLORES is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 43. Plaintiff NILDA FLORES is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 44. Plaintiff NOEL TORREFLORES is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 45. Plaintiff CHITA TORREFLORES is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on her California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 46. Plaintiff MERRIL COLLINS is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           47. Plaintiff ERIN COLLINS is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           48. Plaintiff GERARDO OSEGUERA is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on his California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           49. Plaintiff KERYN OSEGUERA is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           50. Plaintiff TERI O'ROURKE is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           51. Plaintiff GERALD SZILLINSKY is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           52. Plaintiff ALIREZA KHOUBYARI is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 53. Plaintiff MARK GENNARO is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 54. Plaintiff ZHAOPO TIAN is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 55. Plaintiff ZHIXING ZHOU is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 56. Plaintiff BRIAN TILLOTSON is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns January 1, 2003, and December 31, 2008, secured by a deed of trust on  
21 his California real estate. At all material times hereto, one or more of the Defendants have acted  
22 as Servicer or some other control capacity over processing the loan.

23 57. Plaintiff DEANNA TILLOTSON is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on her California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.  
28

1           58. Plaintiff ROBERT NASSANEY is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           59. Plaintiff BETTY CALLAWAY is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           60. Plaintiff VINCENT PREE is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           61. Plaintiff KATHLEEN MAHONEY is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           62. Plaintiff MADELINE BRIGANTE is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           63. Plaintiff STEPHEN NADASDY is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by



1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 64. Plaintiff XIAO-YAN GONG is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 65. Plaintiff KIM NGUYEN is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 66. Plaintiff SEM LENH is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 67. Plaintiff ROWLAND DAY is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 68. Plaintiff JOSEPH F. BARTLETT is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on his California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.  
28

1           69. Plaintiff RICHARD WALTZ is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           70. Plaintiff BRENDA WALTZ is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           71. Plaintiff DARLEEN REDDY is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           72. Plaintiff BARBARA GAUTHIER is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           73. Plaintiff MICHAEL GAUTHIER is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           74. Plaintiff CAROLYN H. MARTINO is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on her California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 75. Plaintiff JOHN PASCERELLA is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 76. Plaintiff STACY SIMPSON is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003 and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 77. Plaintiff PERRY SCOTTI is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 78. Plaintiff CYNTHIA SCOTTI is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 79. Plaintiff FRANCISCO FLORES is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on his California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.

1           80. Plaintiff JUDITH FLORES is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           81. Plaintiff BRAD VALENTINE is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           82. Plaintiff KRISTIN VALENTINE is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           83. Plaintiff JUAN SALCEDO is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           84. Plaintiff CARMELINA SALCEDO is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           85. Plaintiff LALAIN SOLIVEN is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 86. Plaintiff RICHARD SOLIVEN is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 87. Plaintiff HARRY BROWN is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 88. Plaintiff PATRICIA BROWN is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 89. Plaintiff ALFRED CARROZZO is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 90. Plaintiff JILL CARROZZO is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           91. Plaintiff MIGUEL PENA is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           92. Plaintiff LEE RARICK is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           93. Plaintiff MARY RARICK is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           94. Plaintiff FADI DIAZ is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           95. Plaintiff MARTHA DIAZ is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           96. Plaintiff NHAN PECH is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 97. Plaintiff RODNEY SHRECKENGOST is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on his California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 98. Plaintiff ANNIE SHRECKENGOST is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on her California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 99. Plaintiff STEVE LAYTON is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 100. Plaintiff ANTHONY ALTIERI is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 101. Plaintiff ELIZABETH ALTIERI is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on her California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.  
28

1           102. Plaintiff FREDERICO FERRER is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           103. Plaintiff RUSHEL FERRER is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           104. Plaintiff EDMUND MARTINEZ is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on his California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           105. Plaintiff VIRGINIA BREWER-MARTINEZ is an individual residing in the State  
17 of California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           106. Plaintiff RODELIO RUTGER is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           107. Plaintiff REBECCA MARINE is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 108. Plaintiff VINCE HARPER is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 109. Plaintiff MARGARET HARPER is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on her California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 110. Plaintiff RAQUEL PAGADUAN is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 111. Plaintiff RONNIE HARWOOD is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 112. Plaintiff CASSANDRA PASH is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           113. Plaintiff JEFFREY PASH is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           114. Plaintiff APRIL BOWERS is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           115. Plaintiff JOHN BOWERS is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           116. Plaintiff DEBRA SPICE is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           117. Plaintiff WILLIAM STOLL is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           118. Plaintiff ANTHONY ALTIERI, JR. is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 119. Plaintiff MARCO ROJAS is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 120. Plaintiff CATY ROJAS is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 121. Plaintiff CHARLES HILL is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 122. Plaintiff RUTHANN HILL is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 123. Plaintiff MARK WILSON is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           124. Plaintiff ZENAIDA WILSON is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           125. Plaintiff FRANK NGUYEN is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           126. Plaintiff MARTIN SWAN is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           127. Plaintiff DANIEL WILBY is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           128. Plaintiff CONNIE WILBY is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           129. Plaintiff CAROLYN DOCTOR is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 130. Plaintiff JOHN RAMOS is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 131. Plaintiff JENNY RAMOS is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 132. Plaintiff MARTIN NUNEZ is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 133. Plaintiff YOLANDA NUNEZ is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 134. Plaintiff PAUL VEROSTEK is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           135. Plaintiff FABIAN BITANGA is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           136. Plaintiff TERESITA BITANGA is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on her California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           137. Plaintiff PAUL H. SIBEK is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           138. Plaintiff LINDA C. OWENS is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           139. Plaintiff YUKIO K. HARADA is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           140. Plaintiff BARBARA A. HARADA is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on her California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 141. Plaintiff LISA M. MUSCOLO is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 142. Plaintiff ANNA FUSILIER is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 143. Plaintiff AMANDA MORRIS is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 144. Plaintiff MANUEL SEDILLOS is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 145. Plaintiff LISA COURTO is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           146. Plaintiff JASON THOMAS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           147. Plaintiff CHERRI THOMAS is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           148. Plaintiff BRENT CLARK is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           149. Plaintiff MONICA CLARK is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           150. Plaintiff GEORGE CISLER is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           151. Plaintiff ALFRED AYALA is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 152. Plaintiff ADELA AYALA is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 153. Plaintiffs CHRISTOPHER LLEWELLYN is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 154. Plaintiff SHAUNMARY LLEWELLYN is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 155. Plaintiff WILLIAM E. LEVIN is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 156. Plaintiff ROSA ACOSTA is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           157. Plaintiff SALVADOR NIETO is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           158. Plaintiff JACLYN SILVESTRI is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           159. Plaintiff ANNUNZIATE WHITNEY is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           160. Plaintiff STEPHEN KERVER is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           161. Plaintiff ROSALINDA MANAGO is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           162. Plaintiff LAURO ROBERTO is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 163. Plaintiff AMALIA ROBERTO is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 164. Plaintiff MARIA SANCHEZ is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 165. Plaintiff PETER BARBRICK is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 166. Plaintiff MIA BARBRICK is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 167. Plaintiffs LOU SPAMPINATO is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.  
28

1           168. Plaintiff TAMARA SPAMPINATO is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on her California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           169. Plaintiff HAROLD HOWELL is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           170. Plaintiff SHARON HOWELL is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           171. Plaintiff RICHARD FELDMAN is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           172. Plaintiff RANDY COURTNEY is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           173. Plaintiff RUDY BARTOLOME is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 174. Plaintiff CYNTHIA BARTOLOME is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on her California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 175. Plaintiff CHERYL BUSTAMANTE is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on her California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 176. Plaintiff MANUEL BUSTAMANTE is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 177. Plaintiff CARLOS LUNA is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 178. Plaintiff TERESA LUNA is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           179. Plaintiff NAZER LAGRIMAS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           180. Plaintiff TERESITA LAGRIMAS is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on her California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           181. Plaintiff STEPHEN JONES is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           182. Plaintiff SUREN ALAVERDYAN is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           183. Plaintiff MARIA DE LA CRUZ is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           184. Plaintiff GILBERT WENCK is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 185. Plaintiff RUE ANN BARROW is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 186. Plaintiff LORELI WAHL is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 187. Plaintiff GERALD OSWALT is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 188. Plaintiff LOIS OSWALT is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 189. Plaintiff JOSE ARELLANO is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           190. Plaintiff GRACIELA ARELLANO is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on her California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           191. Plaintiff RAYMOND BRULLO is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on his California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           192. Plaintiff KAREN BRULLO is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           193. Plaintiff SHARON CRAWFORD is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           194. Plaintiff THOMAS CRAWFORD is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           195. Plaintiff AMY FAN is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 196. Plaintiff AMY MONTANO-GORDON is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on her California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 197. Plaintiff FRED HAFEZI is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 198. Plaintiff MARIA LETAMENDI is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 199. Plaintiff JOHN HOUSE is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 200. Plaintiff CHELSEA HOUSE is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           201. Plaintiff NATALIE LIANG is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           202. Plaintiff FELTON MONTLE is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           203. Plaintiff RHUENETTE MONTLE is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           204. Plaintiff ALEJANDRO RAMIREZ is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           205. Plaintiff MARTHA RAMIREZ is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           206. Plaintiff DIANA LYNN ROSS is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 207. Plaintiff ANGELICA ROSA SANDOVAL is an individual residing in the State  
4 of California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on her California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 208. Plaintiff JUAN MANUEL SANDOVAL is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 209. Plaintiff MICHAEL SCOTT is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 210. Plaintiff DANNY THAI is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 211. Plaintiff RICHARD TUSSING is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           212. Plaintiff JEFF WELLS is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           213. Plaintiff JASON ADAMS is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           214. Plaintiff ALISON ADKINS is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           215. Plaintiff DENNIS ADKINS is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           216. Plaintiff SHARON ARAGON is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           217. Plaintiff CHRISTOPHER ARAGON is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 218. Plaintiff VICTORIA ARCADI is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 219. Plaintiff BERNARDO ARIZO is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 220. Plaintiff APOLONIO ARROYO is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 221. Plaintiff ELENA ARROYO is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 222. Plaintiff ALFONSO BARAJAS is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on his California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.

1           223. Plaintiff ANNA CALLIRGOS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           224. Plaintiff MARIO CALLIRGOS is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           225. Plaintiff JAMES CAMPBELL is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           226. Plaintiff LUIS CAMPOS is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           227. Plaintiff JANETTE CAMPOS is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           228. Plaintiff HERNANDO CARDONA is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 229. Plaintiff RUBIOLA CARDONA is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on her California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 230. Plaintiff LEANDRO CASAS, JR. is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 231. Plaintiff DON CHEN is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 232. Plaintiff MAY CHEN is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 233. Plaintiff FRANK CHUNG is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           234. Plaintiff TERRY CHUNG is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           235. Plaintiff LEOLA DAVIS is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           236. Plaintiff JOSEPH DAVIS is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           237. Plaintiff DARIUSH DEHDASHTIAN is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           238. Plaintiff GABE DESADDI is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           239. Plaintiff MARC DESMAS is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 240. Plaintiff RUBEN DIAZ is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 241. Plaintiff LINDA DIAZ is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 242. Plaintiff JOSE DIAZ is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 243. Plaintiff AURORA DIAZ is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 244. Plaintiff DARYL DOTSON is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.  
28

1           245. Plaintiff KAREN DOTSON is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           246. Plaintiff DAVID EGANS is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           247. Plaintiff RICKIA HAMILTON is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           248. Plaintiff JACK EVANS is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           249. Plaintiff NOEL EZEKIEL is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           250. Plaintiff CECILIA EZEKIEL is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 251. Plaintiff SHERRY FEW is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 252. Plaintiff RICHARD FEW is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 253. Plaintiff DAMON FLEISCHER is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 254. Plaintiff LETICIA FLEISCHER is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on her California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 255. Plaintiff RANDOLPH FORD is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           256. Plaintiff RHONDA CAVE is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           257. Plaintiff RON FOSTER is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           258. Plaintiff FEDERICO FRANSCISCO is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on his California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           259. Plaintiff ERLINDA FRANCISCO is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           260. Plaintiff DENNIS FROST is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           261. Plaintiff NANCY FROST is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 262. Plaintiff APRIL FUENTES is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 263. Plaintiff AUDREY MEADOWS is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on her California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 264. Plaintiff JANEATTE GANTER is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 265. Plaintiff GREGORY GANTER is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 266. Plaintiff JOHN GERMING is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           267. Plaintiff RICKEY GILLIAM is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           268. Plaintiff BARBARA GILLIAM is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on her California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           269. Plaintiff ROSEMARIE GONZALEZ is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           270. Plaintiff MANUEL GONZALEZ is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           271. Plaintiff DAVID GONZALEZ is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           272. Plaintiff YVETTE GONZALEZ is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on her California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 273. Plaintiff ROBERT HAROUTOONIAN is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on his California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 274. Plaintiff EUREKA HAROUTOONIAN is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 275. Plaintiff NORA HENG is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 276. Plaintiff SONYA HENRY is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 277. Plaintiff SHERRY HERNANDEZ is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on her California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.

1           278. Plaintiff ALFREDO HERNANDEZ is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           279. Plaintiff ELIZABETH HERNANDEZ is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on her California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           280. Plaintiff DARRYL HILL is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           281. Plaintiff ELDON HINSON is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           282. Plaintiff JULIE HINSON is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           283. Plaintiff MICHAEL HOOVER is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 284. Plaintiff KAREN AMADIO is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 285. Plaintiff FREDERICK JAMES is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 286. Plaintiff NANCY JAMES is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 287. Plaintiff ROGER JANKE is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 288. Plaintiff LINDA JANKE is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           289. Plaintiff CHRISTOPHER S. JEONG is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           290. Plaintiff PETER ZHONGPING JIN is an individual residing in the State of  
7 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
8 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
9 a deed of trust on his California real estate. At all material times hereto, one or more of the  
10 Defendants have acted as Servicer or some other control capacity over processing the loan.

11           291. Plaintiff LIAN ZHANG is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           292. Plaintiff RICH JOHNSON is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           293. Plaintiff MICHELLE JOHNSON is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           294. Plaintiff EDWIN KAMAE is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 295. Plaintiff JESSICA KAMAE is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 296. Plaintiff CHRISTIAN KASSEBAUM is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 297. Plaintiff PATRICIA KASSEBAUM is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 298. Plaintiff CLIFTON KINGSTON is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 299. Plaintiff JACQUELINE KINGSTON is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on her California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.  
28

1           300. Plaintiff ERIKA LARIOS is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           301. Plaintiff MORGAN LAWLEY is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           302. Plaintiff SCOTT LEE is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           303. Plaintiff CHERYL LEE is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           304. Plaintiff COLE LIGHT is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           305. Plaintiff LISA LIGHT is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 306. Plaintiff LUIS LIMON is an individual residing in the State of California, who  
4 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 307. Plaintiff YOLANDA LIMON is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 308. Plaintiff RICHARD MADDALENA is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 309. Plaintiff DIANE MADDALENA is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on her California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 310. Plaintiff MICHAEL MANTELL is an individual residing in the State of  
24 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
25 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
26 a deed of trust on his California real estate. At all material times hereto, one or more of the  
27 Defendants have acted as Servicer or some other control capacity over processing the loan.  
28

1           311. Plaintiff GRACIELA MAROTTI is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on her California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           312. Plaintiff MARIO MAROTTI is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           313. Plaintiff JOETTE MASRY is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           314. Plaintiff JOSEPH R. DELL is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           315. Plaintiff JOSEPH MCKERNAN is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           316. Plaintiff THOMAS MECOM is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 317. Plaintiff ROXANN MECOM is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 318. Plaintiff DAWN MEHURIAN is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 319. Plaintiff GEORGE MEHURIAN is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 320. Plaintiff MARTIN MENDOZA is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 321. Plaintiff NORMA MENDOZA is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           322. Plaintiff SANDRA MORAN is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           323. Plaintiff JIM NGO is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           324. Plaintiff ANAYO NWORJIH is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           325. Plaintiff YUNSOO OH is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           326. Plaintiff MARY PADILLA is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           327. Plaintiff ALEJANDRO PADILLA is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by



1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 328. Plaintiff ELVIRA PADILLA is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 329. Plaintiff ELVIRA PALAC is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 330. Plaintiff EDMOND YATES is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 331. Plaintiff JUAN PAN is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 332. Plaintiff ROBERT PAYNE is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           333. Plaintiff DAVID PINTO is an individual residing in the State of California, who  
2 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           334. Plaintiff CLAUDIA PINTO is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           335. Plaintiff MARY POWELL is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           336. Plaintiff JESSE PRUITT is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           337. Plaintiff TONYA PRUITT is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           338. Plaintiff ROBERT RAVEN is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 339. Plaintiff ARLENE RAVEN is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 340. Plaintiff MICHAEL RIDDLE is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 341. Plaintiff ROSA RODRIGUEZ is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 342. Plaintiff IGNACIO RODRIGUEZ is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 343. Plaintiff WANDA ROGERS is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           344. Plaintiff MANSEL ROGERS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           345. Plaintiff LOUISE ROSE is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           346. Plaintiff JOHN ROSE is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           347. Plaintiff ELSIE SANCHEZ is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           348. Plaintiff FERNANDO SANCHEZ is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on his California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           349. Plaintiff ROMEL SIERRA DUENAS is an individual residing in the State of  
27 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
28 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by

1 a deed of trust on his California real estate. At all material times hereto, one or more of the  
2 Defendants have acted as Servicer or some other control capacity over processing the loan.

3 350. Plaintiff PAUL SIGUENZA is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 351. Plaintiff CHRISTINE SIGUENZA is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on her California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 352. Plaintiff STEVE SLEAD is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 353. Plaintiff TRACEY SLEAD is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 354. Plaintiff BRETT SMITH is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           355. Plaintiff ANNELIESE SMITH is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           356. Plaintiff DEBRA SNYDER is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           357. Plaintiff JAVIER SOLIS is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           358. Plaintiff SANDRA SOLIS is an individual residing in the State of California, who  
17 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           359. Plaintiff LUZ SPEARS is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           360. Plaintiff CINDY STENBECK is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 361. Plaintiff KENNETH GALSTER is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on his California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 362. Plaintiff STUART STEPHENS is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 363. Plaintiff CHRISTY STEPHENS is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 364. Plaintiff TINE TRUONG is an individual residing in the State of California, who  
19 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 365. Plaintiff CAROL VAIL is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           366. Plaintiff LEONORA VALERA is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           367. Plaintiff MICHAEL VALERA is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           368. Plaintiff NGHIA VAN BREEMEN is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           369. Plaintiff KURT VAN BREEMEN is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on his California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           370. Plaintiff VAN ANH VU is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           371. Plaintiff JOSEPH VU is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 372. Plaintiff HARJINDER WARAICH is an individual residing in the State of  
4 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
5 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
6 a deed of trust on her California real estate. At all material times hereto, one or more of the  
7 Defendants have acted as Servicer or some other control capacity over processing the loan.

8 373. Plaintiff GURMEET WARAICH is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 374. Plaintiff STEFFANIE WELLER-SONNENBURG is an individual residing in the  
14 State of California, who borrowed money from one or more of the Defendants or its subsidiaries  
15 or affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured  
16 by a deed of trust on her California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 375. Plaintiff SHAUN SONNENBURG is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 376. Plaintiff TAREN WHITE is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           377. Plaintiff LINDA WILLIAMS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           378. Plaintiff HERBERT WILSON is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           379. Plaintiff GWENDOLYN MARIE WILSON is an individual residing in the State  
12 of California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           380. Plaintiff NATALIE YAGHMOURIAN is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           381. Plaintiff JOSEPH AMARAL is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           382. Plaintiff PETER JINN is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 383. Plaintiff SHONDA MYERS is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on her California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 384. Plaintiff GREGORY MYERS is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 385. Plaintiff MICHAEL WATTENBARGER is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 386. Plaintiff OLIMPIA GARABET is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 387. Plaintiff DRAZEN MERSNIK is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           388. Plaintiff LEONARDO DELGADO is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           389. Plaintiff LONNIE RODRIGUE is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           390. Plaintiff KIMBERLEE AHINGER is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on her California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           391. Plaintiff MAGDALENA AVILA is an individual residing in the State of  
17 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
18 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
19 a deed of trust on her California real estate. At all material times hereto, one or more of the  
20 Defendants have acted as Servicer or some other control capacity over processing the loan.

21           392. Plaintiff ARAM BONNI is an individual residing in the State of California, who  
22 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           393. Plaintiff TONY COSTADINI is an individual residing in the State of California,  
27 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 394. Plaintiff ROLANDO GARCIA is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 395. Plaintiff LAURA GARNER is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 396. Plaintiff STIRLING HALE is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 397. Plaintiff MICHELLE HALE is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on her California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 398. Plaintiff ARAM BONNI is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           399. Plaintiff JUSTIN HENDEE is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           400. Plaintiff AUDREY HENDEE is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           401. Plaintiff FELIPE JUAREZ is an individual residing in the State of California,  
12 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           402. Plaintiff MADELINE KAYE is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           403. Plaintiff BRIGETTE LABAR is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on her California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           404. Plaintiff TODD LEGASPI is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 405. Plaintiff ROBBY MOORE is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 406. Plaintiff TERRY MOORE is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on her California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 407. Plaintiff ERMIRA PAJEVIC is an individual residing in the State of California,  
14 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on her California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 408. Plaintiff MUSTAFA PAJEVIC is an individual residing in the State of California,  
19 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
20 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
21 trust on his California real estate. At all material times hereto, one or more of the Defendants  
22 have acted as Servicer or some other control capacity over processing the loan.

23 409. Plaintiff ALICE SHIOTSUGU is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           410. Plaintiff ARTHUR TAYLOR SMITH is an individual residing in the State of  
2 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
3 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
4 a deed of trust on his California real estate. At all material times hereto, one or more of the  
5 Defendants have acted as Servicer or some other control capacity over processing the loan.

6           411. Plaintiff BRUCE TETER is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           412. Plaintiff CRISSOSTOMOS GA is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on his California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           413. Plaintiff IAN WETHINGTON is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           414. Plaintiff RACHEL WETHINGTON is an individual residing in the State of  
22 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
23 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
24 a deed of trust on her California real estate. At all material times hereto, one or more of the  
25 Defendants have acted as Servicer or some other control capacity over processing the loan.

26           415. Plaintiff NIKKI WHITE is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of



1 trust on her California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 416. Plaintiff JOSE MADRIGAL is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 417. Plaintiff ROBERT STREET is an individual residing in the State of California,  
9 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 418. Plaintiff ANDREW JUNG is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 419. Plaintiff MORAD LALEZARIAN is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 420. Plaintiff SHARI ALTMARK is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on her California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           421. Plaintiff GLORIA TERRAZAS is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on her California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           422. Plaintiff ADEMA HETTY is an individual residing in the State of California, who  
7 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on her California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           423. Plaintiff LYNN BAROFF is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on her California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           424. Plaintiff JANICE BAROFF is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on her California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           425. Plaintiff VICKY CONERLY is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           426. Plaintiff GORDY CRUEL is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 427. Plaintiff RICHARD DORSEY is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 428. Plaintiff CHARLES HEIL is an individual residing in the State of California, who  
9 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
10 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
11 trust on his California real estate. At all material times hereto, one or more of the Defendants  
12 have acted as Servicer or some other control capacity over processing the loan.

13 429. Plaintiff GENNIE HEIL is an individual residing in the State of California, who  
14 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
15 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
16 trust on his California real estate. At all material times hereto, one or more of the Defendants  
17 have acted as Servicer or some other control capacity over processing the loan.

18 430. Plaintiff JIMENEZ HERMENEGILDO is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 431. Plaintiff GREG JORDAN is an individual residing in the State of California, who  
24 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           432. Plaintiff SHARON JORDAN is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           433. Plaintiff DAMIAN KUTZNER is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           434. Plaintiff MARGARET LANAM is an individual residing in the State of  
12 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
13 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
14 a deed of trust on his California real estate. At all material times hereto, one or more of the  
15 Defendants have acted as Servicer or some other control capacity over processing the loan.

16           435. Plaintiff MARK C. MUELLER is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           436. Plaintiff BETH A. MUELLER is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           437. Plaintiff HOMERO PENA is an individual residing in the State of California, who  
27 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
28 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of

1 trust on his California real estate. At all material times hereto, one or more of the Defendants  
2 have acted as Servicer or some other control capacity over processing the loan.

3 438. Plaintiff AARON SEBAGH is an individual residing in the State of California,  
4 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
5 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
6 trust on his California real estate. At all material times hereto, one or more of the Defendants  
7 have acted as Servicer or some other control capacity over processing the loan.

8 439. Plaintiff HANNELORE SEBAGH is an individual residing in the State of  
9 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
10 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
11 a deed of trust on his California real estate. At all material times hereto, one or more of the  
12 Defendants have acted as Servicer or some other control capacity over processing the loan.

13 440. Plaintiff NOLAN A. SMITH, JR. is an individual residing in the State of  
14 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
15 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
16 a deed of trust on his California real estate. At all material times hereto, one or more of the  
17 Defendants have acted as Servicer or some other control capacity over processing the loan.

18 441. Plaintiff YOLANDA SOLORIO is an individual residing in the State of  
19 California, who borrowed money from one or more of the Defendants or its subsidiaries or  
20 affiliates or successors and assigns between January 1, 2003, and December 31, 2008, secured by  
21 a deed of trust on his California real estate. At all material times hereto, one or more of the  
22 Defendants have acted as Servicer or some other control capacity over processing the loan.

23 442. Plaintiff JOE SPADAFORÉ is an individual residing in the State of California,  
24 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
25 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
26 trust on his California real estate. At all material times hereto, one or more of the Defendants  
27 have acted as Servicer or some other control capacity over processing the loan.

1           443. Plaintiff PAM SPADAFORE is an individual residing in the State of California,  
2 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
3 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
4 trust on his California real estate. At all material times hereto, one or more of the Defendants  
5 have acted as Servicer or some other control capacity over processing the loan.

6           444. Plaintiff GLORIA TERRAZAS is an individual residing in the State of California,  
7 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
8 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
9 trust on his California real estate. At all material times hereto, one or more of the Defendants  
10 have acted as Servicer or some other control capacity over processing the loan.

11           445. Plaintiff LISA THOMAS is an individual residing in the State of California, who  
12 borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
13 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
14 trust on his California real estate. At all material times hereto, one or more of the Defendants  
15 have acted as Servicer or some other control capacity over processing the loan.

16           446. Plaintiff PHILIP THOMAS is an individual residing in the State of California,  
17 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
18 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
19 trust on his California real estate. At all material times hereto, one or more of the Defendants  
20 have acted as Servicer or some other control capacity over processing the loan.

21           447. Plaintiff JUAN NUNGARAY is an individual residing in the State of California,  
22 who borrowed money from one or more of the Defendants or its subsidiaries or affiliates or  
23 successors and assigns between January 1, 2003, and December 31, 2008, secured by a deed of  
24 trust on his California real estate. At all material times hereto, one or more of the Defendants  
25 have acted as Servicer or some other control capacity over processing the loan.

26           448. Plaintiff KENNEDY M. AREVALO NUNGARAY is an individual residing in  
27 the State of California, who borrowed money from one or more of the Defendants or its  
28 subsidiaries or affiliates or successors and assigns between January 1, 2003, and December 31,

1 2008, secured by a deed of trust on his California real estate. At all material times hereto, one or  
2 more of the Defendants have acted as Servicer or some other control capacity over processing  
3 the loan.

4 449. Plaintiff RAMONA D. GAYOBA-AREVALO NUNGARAY is an individual  
5 residing in the State of California, who borrowed money from one or more of the Defendants or  
6 its subsidiaries or affiliates or successors and assigns between January 1, 2003, and December  
7 31, 2008, secured by a deed of trust on his California real estate. At all material times hereto,  
8 one or more of the Defendants have acted as Servicer or some other control capacity over  
9 processing the loan.

10 450. Based on information now available to them, fewer than 100 plaintiffs are  
11 alleging claims in amounts that would, as to them, equal or exceed the jurisdictional amount for  
12 federal jurisdiction under 28 U.S.C. § 1332(a).

13  
14 ***Defendants***

15 451. Prior to 1983, Defendant BANK OF AMERICA CORPORATION (“BofA”)  
16 exclusively did business in California and has deep roots in California business and culture.  
17 Now a Delaware corporation, BofA is currently a national bank with its principal place of  
18 business in Charlotte, North Carolina and doing business in the State of California and County of  
19 Orange.

20 452. At all times material hereto, Defendant COUNTRYWIDE FINANCIAL  
21 CORPORATION (“Countrywide”) was a Delaware corporation, or a division or subsidiary of  
22 BofA, doing business in the State of California and County of Orange. COUNTRYWIDE  
23 FINANCIAL CORPORATION now does business as BAC HOME LOANS SERVICING.

24 453. At all material times hereto, Defendant COUNTRYWIDE HOME LOANS, INC.  
25 was a New York corporation, or a division or subsidiary of BofA, doing business in the State of  
26 California and County of Orange.

27 454. Defendant RECONTRUST COMPANY, N.A. (“ReconTrust”) is a wholly owned  
28 subsidiary of BofA that has intentionally and maliciously concealed the true names of entities to

1 which Plaintiffs' home loans were transferred by other Countrywide Defendants. ReconTrust is  
2 one of BofA's agents which acts as trustee under the deeds of trust securing real estate loans so  
3 as to foreclose on property securing the real estate loans held or serviced by BofA. The  
4 foregoing is part of a scheme by which the Countrywide Defendants concealed the transferees of  
5 loans and deeds of trust, inter alia in violation of California Civil Code § 2923.5 and 15 U.S.C. §  
6 1641, as more fully described herein.

7 455. At all material times hereto, defendant ReconTrust was and is a National Banking  
8 Association organized under the laws of the State of Texas, doing business in the State of  
9 California and County of Orange. Upon information and belief, though ReconTrust's powers are  
10 limited to performing as a trust company, Defendant BofA, and the other Bank Defendants, have  
11 regularly used ReconTrust to foreclose, as trustee with power of sale, trust deeds on California  
12 realty and realty in other states. Such foreclosures are commonly conducted non-judicially.  
13 Such foreclosures result in the dispossession of debtors, including certain Plaintiffs herein, and  
14 also entail the assertion in certain instances of claims for the deficiency between amounts  
15 assertedly owed and sale prices. Such foreclosures are without authority.

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

26 457. Plaintiffs are informed and believe that the Granada Network consisted of at least  
27 75 companies that worked on the front lines for Mozillo and the Defendants to implement  
28 Countrywide's plan to "take over" a substantial portion of the California lending process



1 community-by-community, and eventually statewide. As Plaintiffs become aware of the  
2 identities of members of the Granada Network through discovery, Plaintiffs will seek leave to  
3 amend this Complaint accordingly.

4 458. All Defendants, except the Granada Network are sometimes herein referred to as  
5 the “Bank Defendants.

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

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

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

24 462. For avoidance of doubt, such knowing participants include, without limitation,  
25 legal and natural persons owned in whole or in part by the Countrywide Defendants or affiliates  
26 thereof; legal and natural persons owning directly or through affiliates financial interests in  
27 Countrywide; legal and natural persons directly or through affiliates acting pursuant to  
28 agreements, understandings and arrangements to share in the benefits of the wrongdoing alleged

1 in this Complaint and knowingly, to at least some degree, committing acts and omissions in  
2 support thereof; and legal and natural persons knowingly, to at least some degree, acting in  
3 concert with the Countrywide Defendants.

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

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

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

20 466. Conversely, to the extent that certain Plaintiffs herein become aware of  
21 information that provides a basis for asserting the Defendants herein are liable for the origination  
22 of their loans, those Plaintiffs reserve the right to seek leave of this Court to re-assert the  
23 appropriate claims herein.

24 467. The true names and capacities of the Defendants listed herein as DOES 1 through  
25 1,000 are unknown to Plaintiffs who therefore sue these Defendants by such fictitious names.  
26 Each of the DOE Defendants was the agent of each of the other Defendants herein, named or  
27 unnamed, and thereby participated in all of the wrongdoing set forth herein. On information and  
28 belief, each such Defendant is responsible for the acts, events and concealment set forth herein

1 and is sued for that reason. Upon learning the true names and capacities of the DOE Defendants,  
2 Plaintiffs shall amend this Complaint accordingly.

3  
4 ***Relationship of Bank of America to Countrywide***

5 468. BofA's public disclosures, as reflected in its filings with the SEC, make clear that  
6 BofA considers itself both a common enterprise operating as a greater whole and without  
7 meaningful distinctions as to its operating units, and the successor to Countrywide and its  
8 subsidiaries. As stated in BofA's Annual Report on Form 10-K for the fiscal year ended  
9 December 31, 2007 ("BofA 2007 10-K"), "[i]n August of 2007, we made a \$2.0 billion  
10 investment in Countrywide Financial Corporation (Countrywide), the largest mortgage lender in  
11 the U.S. In January 2008, we announced a definitive agreement to purchase all outstanding  
12 shares of Countrywide . . . The acquisition would make us the nation's leading mortgage lender  
13 and loan servicer. BofA 2007 10-K, at 108 (emphasis supplied).

14 469. Thereafter, as stated in BofA's Quarterly Report on Form 10-Q for the quarterly  
15 period ended June 30, 2008 ("BofA June 30, 2008 10-Q"), "On July 1, 2008, the Corporation  
16 acquired Countrywide through its merger with a subsidiary of the Corporation." BofA June 30,  
17 2008 10-Q at 11. Again, BofA boasts in the BofA June 30, 2008 10-Q that "The acquisition of  
18 Countrywide significantly improved our mortgage originating and servicing capabilities, while  
19 making us the nation's leading mortgage originator and servicer." BofA June 30, 2008 10-Q at  
20 49.

21 470. BofA further makes clear the commonality of its business enterprise with that of  
22 Countrywide, and the greater whole of its various subsidiaries and operating units, by stating  
23 again that "On July 1, 2008, the Corporation acquired Countrywide . . . creating the nation's  
24 largest mortgage originator and servicer." BofA June 30, 2008 10-Q at 108.

25 471. Countrywide's remaining operations and employees have been transferred to  
26 Bank of America, and Bank of America ceased using the Countrywide name in April 2009. On  
27 July 1, 2008, a New York Stock Exchange Form 25 was utilized to deregister and delist  
28 Countrywide's common stock, and on July 22, 2008 Countrywide filed Securities and Exchange

Commission Form 15 deregistering its common stock under Section 12(b) of the Securities Exchange Act of 1934, as amended.

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

#### **GENERAL FACTS**

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

474. Under California Civil Code § 1709 it is unlawful to willfully deceive another “with intent to induce him to alter his position to his injury or risk.”

475. Under California Civil Code § 1710, it a “deceit” to do any one or more of the following: (1) the suggestion, as a fact, of that which is not true, by one who does not believe it to be true; (2) the assertion, as a fact, of that which is not true, by one who has no reasonable ground for believing it to be true; (3) the suppression of a fact, by one who is bound to disclose it, or who gives information of other facts which are likely to mislead for want of communication of that fact; or, (4) a promise, made without any intention of performing it.

476. Under California Civil Code § 1572, the party to a contract further engages in fraud by committing “any other act fitted to deceive.”

477. At the time of entering into the notes and deeds of trust referenced herein with respect to each Plaintiff, the Countrywide Defendants were bound and obligated to fully and accurately disclose:

a. Who the true lender and mortgagee were.

- 1           b.     That to induce a Plaintiff to enter into the mortgage, the Countrywide  
2                 Defendants caused the appraised value of Plaintiff's home to be  
3                 overstated.
- 4           c.     That to disguise the inflated value of Plaintiff's home, Countrywide was  
5                 orchestrating the over-valuation of homes throughout Plaintiff's  
6                 community.
- 7           d.     That to induce a Plaintiff to enter into a mortgage, the Countrywide  
8                 Defendants disregarded their underwriting requirements, thereby causing  
9                 Plaintiff to falsely believe that Plaintiff was financially capable of  
10                performing Plaintiff's obligations under the mortgage, when the  
11                Countrywide Defendants knew that was untrue. One way they  
12                systematically disregarded the underwriting requirements was through the  
13                use of the Granada Network, another fact which Defendants systematically  
14                failed to disclose to any California borrower.
- 15          e.     That Countrywide not only had the right to securitize and sell Plaintiff's  
16                 mortgage to third-party investors, but that it specifically planned and  
17                 intended to do so as to virtually all mortgages at highly-inflated and  
18                 unsustainable values.
- 19          f.     That as to the intended sales:
- 20                i.     The sales would include sales to nominees who were not  
21                        authorized under law at the time to own a mortgage, including,  
22                        among others, MERS, which according to its website was created  
23                        by mortgage banking industry participants to be only a front or  
24                        nominee to "streamline" the mortgage re-sale and securitization  
25                        process;
- 26                ii.    Plaintiff's true financial condition and the true value of Plaintiff's  
27                        home and mortgage would not be disclosed to investors to whom  
28                        the mortgage would be sold;

- 1                   iii.     Countrywide intended to sell the mortgage together with other  
2                                 mortgages as to which it also intended not to disclose the true  
3                                 financial condition of the borrowers or the true value of their  
4                                 homes or mortgages;
- 5                   iv.     The consideration to be sought from investors would be greater  
6                                 than the actual value of the said notes and deeds of trust; and
- 7                   v.     The consideration to be sought from investors would be greater  
8                                 than the income stream that could be generated from the  
9                                 instruments even assuming a 0% default rate thereon.
- 10                  g.     That the mortgage would thereby be used as part of a scheme by which the  
11                                 Countrywide Defendants would bilk investors by selling collateralized  
12                                 mortgage pools at an inflated value.
- 13                  h.     That, at the time they did the foregoing, the Countrywide Defendants  
14                                 knew the foregoing would lead to a liquidity crisis and the likely collapse  
15                                 of Countrywide;
- 16                  i.     That the Countrywide Defendants also knew the foregoing would lead to  
17                                 grave damage to each Plaintiff's property value and thereby result in  
18                                 Plaintiff's loss of the equity Plaintiff invested in his house, as well as  
19                                 damaging Plaintiff's credit rating, thereby causing Plaintiff additional  
20                                 severe financial damage; and
- 21                  j.     That the Countrywide Defendants knew at the time of making each loan,  
22                                 but did not disclose to Plaintiffs, that entire communities would become  
23                                 "ghost-town-foreclosure-communities" after a domino effect of  
24                                 foreclosures hit them.
- 25                  k.     That the Countrywide Defendants did not have documents competent to  
26                                 establish that they are holders in due course of the notes or deeds of trust,  
27                                 or otherwise operating under a valid power of attorney with respect thereto  
28                                 to support the right to enforce the notes and deeds of trust against

1                   Plaintiffs property.

2                   1.       That the Countrywide Defendants did not properly source their funds, or  
3                   report the source of their funds in compliance with all requirements.

4                   478.    When property values started falling – just as Countrywide knew would occur –  
5                   Countrywide could no longer continue the pretense, concealment and affirmative  
6                   misrepresentations. Plaintiffs through their losses, and then also the ultimate banker, the U.S.  
7                   taxpayer, have footed the bill through TARP and other programs. Still, Defendants continue to  
8                   ratify the scheme, hide and destroy documents, and travel outside the United States to countries  
9                   with treaties that do not allow for open discovery, including, among others, India and Italy, in  
10                  order to secrete witnesses and documents to make their scheme more difficult to prove.

11                479.    Defendants cannot aver that the market would have worked its way out of their  
12                fraud, because from 2004 they knew their fraud would result in a liquidity crisis and in or before  
13                2005, Defendants embarked on a massive campaign to artificially inflate the appraised values of  
14                homes on a county-by-county basis to mask their fraud. While the first counties in 2004 were  
15                benign and low profile (e.g., Placer), the effort reached state-wide, and out-of-state-wide,  
16                proportions by the middle of 2007.

17                480.    Further, in violation of their own underwriting guidelines, Defendants covertly  
18                offered Plaintiffs and others loans at a loan-to-value ratio that was unsustainable and without  
19                income verification. The Countrywide Defendants knew, but concealed from Plaintiffs that they  
20                knew, Plaintiffs would soon be unable to afford the loans once introductory discount interest  
21                rates ended, and variable interest and balloon payments kicked in.

22                481.    Granada Network consulted with Mozilo and other representatives of the  
23                Countrywide Defendants with respect to developing and furthering the scheme of inflating  
24                property values community by community. Granada Network did this throughout 2006 and 2007  
25                in more than one dozen meetings. Granada Network was an architect of the fraudulent scheme  
26                alleged herein, acting on behalf of and at the direction of Defendants

27                482.    The Countrywide Defendants knew that when interest payments increased and  
28                balloon payments became due, if not before, Plaintiffs and others would begin defaulting on their

1 mortgages and would suffer grievous losses from mortgages for which they were not qualified.  
2 Given the inflated appraised values of their residences, even without a decline in property values,  
3 few Plaintiffs would be able to refinance or sell their homes without suffering a significant loss.

4 483. The Countrywide Defendants knew that the scale of the lending – based on  
5 inflated property values, without income verification and in violation of numerous other  
6 Countrywide underwriting guidelines – would lead to widespread declines in property values,  
7 thereby putting Plaintiffs and others into *extremis* through which they would lose the equity  
8 invested in their homes and have no means of refinancing or selling, other than at a complete  
9 loss. That is precisely what happened to Plaintiffs herein.

10  
11 ***Countrywide Misled the Public – Including Plaintiffs***

12 484. The Countrywide Defendants concealed and did not accurately or fully disclose to  
13 any Plaintiff herein any of the foregoing facts. Further, Defendants did not disclose or explain  
14 their scheme to Plaintiffs at any time. They did the foregoing with the intent to deceive  
15 Plaintiffs and the investing public. Plaintiffs did not know the massive scheme Countrywide had  
16 devised.

17 485. To the contrary, Countrywide affirmatively misrepresented its underwriting  
18 processes, the value of its mortgages and the fundamental nature of its business model in its  
19 press releases, annual report and securities filings, all of which were widely distributed to the  
20 public, including Plaintiffs. Countrywide intended the public, including Plaintiffs, to rely upon  
21 its misrepresentations and made those misrepresentations to create false confidence in  
22 Countrywide and to further its fraud on borrowers and investors.

23 486. Plaintiffs would never have done business with the Countrywide Defendants if  
24 Defendants had disclosed their scheme. Had the Plaintiffs known the facts concealed from them  
25 by Defendants, Plaintiffs would have never entered into bogus and predatory transactions with  
26 the Countrywide Defendants designed only to line the pockets of Defendants and their  
27 executives and not to actually and justifiably create value and generate capital from the  
28 Plaintiffs' equity investments in their primary residences.



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

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

- 9           a. Included sales to nominees who were not authorized under law at the time  
10           to own a mortgage, including, among others, MERS;
- 11           b. Involved misrepresentations by Countrywide Defendants to investors and  
12           concealment from investors of Plaintiff's true financial condition and the  
13           true value of Plaintiff's home and mortgage;
- 14           c. Involved misrepresentations by Countrywide Defendants to investors and  
15           concealment from investors of the true financial condition of other  
16           borrowers and the true value of their homes and mortgages also included  
17           in the pools;
- 18           d. Were for consideration greater than the actual value of the said notes and  
19           deeds of trust;
- 20           e. Were for consideration greater than the income stream that could be  
21           generated from the instruments even assuming a 0% default rate thereon;  
22           and
- 23           f. Were part of a scheme by which the Countrywide Defendants bilked  
24           investors by selling collateralized mortgage pools at an inflated value.

25           489. Countrywide hid from Plaintiffs that Countrywide was engaged in an effort to  
26 increase market share and sustain revenue generation through unprecedented expansions of its  
27 underwriting guidelines, taking on ever-increasing credit risk.  
28

1           490. At the time the Countrywide Defendants induced Plaintiffs to enter into  
2 mortgages, they knew their scheme would lead to a liquidity crisis and grave damage to each  
3 Plaintiff's property value and thereby result in each Plaintiff's loss of the equity such Plaintiff  
4 invested in his house, as well as damaging the Plaintiff's credit rating, thereby causing the  
5 Plaintiff additional severe financial damage consisting of the foregoing damages and damages  
6 described elsewhere in this Complaint. The Defendants concealed the foregoing from Plaintiffs,  
7 California consumers and regulators, initially at Countrywide's direction and thereafter at  
8 BofA's direction.

9           491. Based upon the Countrywide Defendants' position as a leading financial  
10 institution and thereafter BofA's position as a leading financial institution and the public  
11 statements made by the Countrywide Defendants and otherwise by BofA, including in their  
12 securities filings, the Plaintiffs reasonably relied upon the statements made by the foregoing and  
13 reasonably relied that no material information necessary to their decisions would be withheld or  
14 incompletely, inaccurately or otherwise improperly disclosed. In so relying, the Plaintiffs were  
15 gravely damaged as described herein. The Countrywide Defendants acted willfully with the  
16 intention to conceal and deceive in order to benefit therefrom at the expense of the Plaintiffs.

17           492. The other Defendants followed BofA's direction because they are either  
18 subsidiaries of BofA, directly or indirectly owned, controlled and dominated by BofA, or  
19 because they are in an unequal economic and/or legal relationship with BofA by which they are  
20 beholden to BofA and are thereby controlled and dominated by BofA.

21           493. From no later than 2005 through no earlier than 2007, Countrywide falsely  
22 assured the public, including Plaintiffs, that Countrywide was primarily a prime quality mortgage  
23 lender which had avoided the excesses of its competitors. As described herein with specific  
24 examples, affirmative misrepresentations and material omissions permeated Countrywide's  
25 website, customer and investor materials, required securities filings and presentations.

26           494. Without limiting the foregoing, Countrywide's Forms 10-K for 2005, 2006, and  
27 2007 falsely represented that Countrywide "manage[d] credit risk through credit policy,  
28 underwriting, quality control and surveillance activities," and the 2005 and 2006 Forms 10-K

1 falsely stated that Countrywide ensured its continuing access to the mortgage backed securities  
2 market by “consistently producing quality mortgages.”

3 495. During the course of this fraud, Mozilo engaged in insider trading in  
4 Countrywide’s securities.

5 496. Countrywide’s Forms 10-K deceptively described the types of loans upon which  
6 the Company’s business depended. While Countrywide provided statistics about its originations  
7 which reported the percentage of loans in various categories, the information was misleading  
8 because its descriptions of “prime non-conforming” and “nonprime” loans in its periodic filings  
9 were insufficient to inform Plaintiffs what types of loans were included in those categories.

10 497. Nothing in Countrywide’s securities filings informed Plaintiffs that  
11 Countrywide’s “prime non-conforming” category included loan products with increasing  
12 amounts of credit risk. While guidance issued by the banking regulators referenced a credit  
13 score (“FICO score”) at 660 or below as being an indicator of a subprime loan, some within the  
14 banking industry drew the distinction at a score of 620 or below. Countrywide, however, did not  
15 consider **any** FICO score to be too low to be categorized within “prime.” Nor did Countrywide’s  
16 definition of “prime” inform Plaintiffs that its “prime non-conforming” category included so-  
17 called “Alt-A” loan products with increasing amounts of credit risk, such as (1) reduced or no  
18 documentation loans; (2) stated income loans; and (3) loans with loan to value or combined loan  
19 to value ratios of 95% and higher. Finally, it did not disclose that Pay-Option ARM loans,  
20 including reduced documentation Pay-Option ARM loans, were included in the category of  
21 prime loans.

22 498. Though Countrywide proclaimed in its Forms 10-K for 2005, 2006, and 2007 that  
23 it managed credit risk through its loan underwriting, the company’s increasingly wide  
24 underwriting guidelines and exceptions process materially increased Countrywide’s credit risk  
25 during that time.

26 499. Countrywide depended on its sales of mortgages into the secondary market as an  
27 important source of revenue and liquidity. As a result, Countrywide was not only directly  
28 exposed to credit risk through the mortgage-related assets on its balance sheet, but also indirectly

1 exposed to the risk that the increasingly poor quality of its loans would prevent their continued  
2 profitable sale into the secondary mortgage market and impair Countrywide's liquidity. Rather  
3 than disclosing this increasing risk, Countrywide gave false comfort, again touting  
4 Countrywide's loan quality. For example, Countrywide stated in its 2005 Form 10-K: "We  
5 ensure our ongoing access to the secondary mortgage market by consistently producing quality  
6 mortgages. . . . We make significant investments in personnel and technology to ensure the  
7 quality of our mortgage loan production." A virtually identical representation appears in  
8 Countrywide's 2006 Form 10-K. Accordingly, Countrywide's failure to disclose its widening  
9 underwriting guidelines and the prevalence of exceptions to those guidelines in 2005 and 2006  
10 constituted material omissions from Countrywide's periodic reports.

11         500. In January 2007, a senior Countrywide executive McMurray sent an email to  
12 Sieracki, which he subsequently incorporated by reference in his MD&A questionnaire,  
13 explaining that Countrywide's delinquencies would increase in the future due to a weakening  
14 real estate market and what McMurray characterized as credit guidelines that were "wider than  
15 they have ever been." On January 29, 2007 McMurray provided Sambol and others with an  
16 outline of where credit items impacted Countrywide's balance sheet. McMurray then forwarded  
17 the email to the financial reporting staff, and specifically requested that a version of the outline  
18 be included in the 2006 Form 10-K. The information was not included in the 2006 Form 10-K.

19         501. Countrywide never made any disclosures in its Forms 10-Q or 10-K for 2005,  
20 2006, or 2007 about the unprecedented expansion of its underwriting guidelines. Instead,  
21 Countrywide made public statements from 2005 through 2007 that were intended to mislead  
22 Plaintiffs about the increasingly aggressive underwriting at Countrywide and the financial  
23 consequences of those widened underwriting guidelines.

24         502. These documents contained misrepresentations as follows:

- 25             a. First, Countrywide's Forms 10-K for 2005, 2006, and 2007 stated that  
26 Countrywide "manage[d] credit risk through credit policy, underwriting,  
27 quality control and surveillance activities" and touted the Company's  
28 "proprietary underwriting systems . . . that improve the consistency of

1 underwriting standards, assess collateral adequacy and help to prevent  
2 fraud.” These statements were false, because Countrywide knew that a  
3 significant portion of Countrywide’s loans were being made as exceptions  
4 to Countrywide’s already extremely broad underwriting guidelines.

5 b. Second, Countrywide stated in its 2005 Form 10-K: “We ensure our  
6 ongoing access to the secondary mortgage market by consistently  
7 producing quality mortgages. . . . We make significant investments in  
8 personnel and technology to ensure the quality of our mortgage loan  
9 production.” A virtually identical representation appears in  
10 Countrywide’s 2006 Form 10-K. These statements were false, because, as  
11 set forth in detail above, Countrywide was aware that Countrywide was  
12 originating increasing percentages of poor quality loans that did not  
13 comply with Countrywide’s underwriting guidelines.

14 c. Third, the descriptions of “prime non-conforming” and “subprime” loans  
15 in Countrywide’s Forms 10-K were misleading because they failed to  
16 disclose what types of loans were included in those categories. The  
17 definition of “prime” loans in Countrywide’s 2005, 2006, and 2007 Forms  
18 10-K was: “Prime Mortgage Loans include conventional mortgage loans,  
19 loans insured by the Federal Housing Administration (“*FHA*”) and loans  
20 guaranteed by the Veterans Administration (“*VA*”). A significant portion  
21 of the conventional loans we produce qualify for inclusion in guaranteed  
22 mortgage securities backed by Fannie Mae or Freddie Mac (“conforming  
23 loans”). Some of the conventional loans we produce either have an  
24 original loan amount in excess of the Fannie Mae and Freddie Mac loan  
25 limit for single-family loans (\$417,000 for 2006) or otherwise do not meet  
26 Fannie Mae or Freddie Mac guidelines. Loans that do not meet Fannie  
27 Mae or Freddie Mac guidelines are referred to as “nonconforming loans.”  
28

1           503. Nothing in that definition informed Plaintiffs that Countrywide included in its  
2 prime category loans with FICO scores below 620. Nor did the definition inform Plaintiffs that  
3 the “prime non-conforming” category included loan products with increasing amounts of credit  
4 risk, such as (1) reduced and/or no documentation loans; (2) stated income loans; or (3) loans  
5 with loan to value or combined loan to value ratios of 95% and higher. Finally, it did not  
6 disclose that Countrywide’s riskiest loan product, the Pay-Option ARM, was classified as a  
7 “prime loan.”

8           504. Mozilo and Sambol made affirmative misleading public statements in addition to  
9 those in the periodic filings that were designed to falsely reassure Plaintiffs about the nature and  
10 quality of Countrywide’s underwriting. Mozilo repeatedly emphasized Countrywide’s  
11 underwriting quality in public statements from 2005 through 2007. For example, in an April 26,  
12 2005 earnings call, Mozilo falsely stated that Countrywide’s Pay-Option portfolio at the bank  
13 was “all high FICO.” In that same call, in response to a question about whether the company had  
14 changed its underwriting practices, Mozilo stated, “We don’t see any change in our protocol  
15 relative to the quality of loans that we’re originating.”

16           505. Granada Network participated in making the loans and knowingly and  
17 intentionally assisted in drafting the false and misleading statements delivered to the public,  
18 including Plaintiffs herein.

19           506. In the July 26, 2005 earnings call, Mozilo claimed that he was “not aware of any  
20 change of substance in [Countrywide’s] underwriting policies” and that Countrywide had not  
21 “taken any steps to reduce the quality of its underwriting regimen.” In that same call, Mozilo  
22 touted the high quality of Countrywide’s Pay- Option ARM loans by stating that “[t]his product  
23 has a FICO score exceeding 700. . . . the people that Countrywide is accepting under this  
24 program . . . are of much higher quality. . . that [sic] you may be seeing . . . for some other  
25 lender.” On January 31, 2006, Mozilo stated in an earnings call “It is important to note that  
26 [Countrywide’s] loan quality remains extremely high.” On April 27, 2006, Mozilo stated in an  
27 earnings call that Countrywide’s “pay option loan quality remains extremely high” and that  
28 Countrywide’s “origination activities [we]re such that, the consumer is underwritten at the fully

1 adjusted rate of the mortgage and is capable of making a higher payment, should that be  
2 required, when they reach their reset period.” These statements were false when made, because  
3 on April 4, 2006, Mozilo wrote of the bank’s pay-option portfolio, “[s]ince over 70% [of  
4 borrowers] have opted to make the lower payment it appears that it is just a matter of time that  
5 we will be faced with much higher resets and therefore much higher delinquencies.”

6 507. Then, on May 31, 2006, at the Sanford C. Bernstein Strategic Decisions  
7 Conference, Mozilo addressed investors and analysts and made additional false statements that  
8 directly contradicted the statements he was making internally within Countrywide. Specifically  
9 addressing Pay-Option loans, Mozilo told the audience that despite recent scrutiny of Pay-Option  
10 loans, “Countrywide views the product as a sound investment for our Bank and a sound financial  
11 management tool for consumers.” At the May 31 conference, Mozilo added that the  
12 “performance profile of this product is well-understood because of its 20-year history, which  
13 includes ‘stress tests’ in difficult environments.”

14 508. Mozilo’s statements at the Sanford Bernstein Conference were false, because at  
15 the time that he made them he had just written to Sambol and Sieracki in a May 19, 2006 email  
16 that Pay-Option loans would continue to present a long-term problem “unless rates are reduced  
17 dramatically from this level and there are no indications, absent another terrorist attack, that this  
18 will happen.”

19 509. At a Fixed Income Investor Forum on September 13, 2006, Mozilo upheld  
20 Countrywide as a “role model to others in terms of responsible lending.” He went on to remark  
21 that “[t]o help protect our bond holder customers, we engage in prudent underwriting guidelines”  
22 with respect to Pay-Option loans. These statements were false when made.

23 510. In the January 30, 2007 earnings conference call, Mozilo attempted to distinguish  
24 Countrywide from other lenders by stating “we backed away from the subprime area because of  
25 our concern over credit quality.” On March 13, 2007, in an interview with Maria Bartiromo on  
26 CNBC, Mozilo said that it would be a “mistake” to compare monoline subprime lenders to  
27 Countrywide. He then went on to state that the subprime market disruption in the first quarter of  
28 2007 would “be great for Countrywide at the end of the day because all of the irrational

competitors will be gone.”

511. Sambol also made misleading statements that were designed to reassure Plaintiffs. For example, at a May 24, 2005 investor day presentation, Sambol reassured analysts that Countrywide addressed the higher credit risk associated with adjustable rate mortgage programs by requiring different underwriting criteria such as “higher credit scores or lower loan to value ratios.” At the September 13, 2006 Fixed Income Investor Forum, Sambol downplayed Countrywide’s participation in originating subprime loans by falsely stating that Countrywide had been “on the sidelines” of the risky subprime market. The statements in Countrywide’s periodic filings and statements by its chief executives were materially false when made because Mozilo and Sambol were well aware that Countrywide had increasingly widened its underwriting guidelines year over year from 2004 through 2006, and Countrywide’s loan quality had deteriorated as a result.

512. The foregoing misrepresentations were made with the intention that Plaintiffs rely thereon directly and indirectly, by causing individuals and the media to report to the lies, which thereby were broadly disseminated to the public, including Plaintiffs. It was important to Countrywide that Plaintiffs rely on its misrepresentations so that Plaintiffs would come to a false understanding as to the nature of Countrywide’s business. The foregoing misrepresentations were specifically intended to convince Plaintiffs and others to take mortgages from Countrywide Defendants.

### ***Enforcement Actions Against Defendants Tell the Tail***

513. The first major lawsuits against Countrywide were commenced by California and other states alleged that alleged Countrywide deceived borrowers by misrepresenting loan terms, loan payment increases and the borrowers’ ability to pay the loans. On October 6, 2008, then California Attorney General Jerry Brown announced a multi-state settlement of up to \$8.68 billion with Countrywide for home loan and foreclosure relief. Brown announced that the settlement would provide up to \$3.5 billion to California borrowers by allowing eligible subprime and pay-option mortgage borrowers to obtain modified loans. According to published



1 reports, the settlement covered pay-option and adjustable-rate mortgage loans in which the  
2 borrower's first payment was between Jan. 1 2004 and Dec. 31 2007. As part of the settlement,  
3 BofA agreed to stop offering subprime loans or loans that could amortize under its own name or  
4 Countrywide. Initially, eleven states participated in the settlement. Now, a total of at least 44  
5 states have joined in the settlement.

6 514. When he announced the settlement, Brown said: "'Countrywide was, in essence,  
7 a mass-production loan factory, producing ever increasing streams of debt without regard for  
8 borrowers. . . . Californians...were ripped off by Countrywide's deceptive scheme."

9 515. Cruelly, as *The Nation* reported in November 2010:

10 But two years later, many Countrywide borrowers facing foreclosure have  
11 not even been notified that they may qualify for the settlement. It has kept,  
12 at best, about 134,000 families in their homes, and most of these only  
13 temporarily. Countrywide and its parent company, Bank of America, have  
14 blocked many subprime borrowers from access to the best aspect of the  
15 deal—principal reduction—in favor of short-term fixes that could easily  
16 spell disaster down the road. The settlement is silent on the question of  
17 second liens—home equity loans—which have played such a significant  
18 part in the foreclosure crisis, jeopardizing the possibility of truly affordable  
19 modifications. And the biggest loophole of all? Bank of America has the  
20 right to foreclose on the victims of Countrywide's predation whenever its  
21 analysts determine—using an undisclosed formula—that it can recoup more  
22 money through foreclosure than by modifying the loan.

23 516. Then, on June 4, 2009, the SEC charged former Countrywide CEO Mozilo and  
24 two other former Countrywide executives with fraud regarding "disturbing trends in  
25 Countrywide business practices," as announced by Robert Khuzami, Director of the SEC's  
26 Division of Enforcement at a news conference on June 4, 2009. Khuzami explained the  
27 deception and the scheme, and confirmed it was never disclosed to Plaintiffs. On the one hand,  
28 Mozilo and Countrywide portrayed Countrywide as a prudent, quality lender. "But the real

1 Countrywide was very different. We allege it was a company: [t]hat underwrote loans in a  
2 manner that layered risk factor upon risk factor, such as reduced documentation . . . Also  
3 concealed from investors were concerns voiced by Countrywide’s own Chief Credit Risk  
4 Officer, who warned that this “supermarket” strategy reduced Countrywide’s underwriting  
5 guidelines to a ‘composite of the riskiest products being offered by all of their competitors  
6 combined.’”

7 517. The SEC’s Complaint in *Securities and Exchange Commission v. Mozilo et al.*,  
8 Case No. CV09-83994 VBF AJWx (“*SEC Complaint*”), in the Central District of California,  
9 alleges that from 2005 through 2007, Mozilo, along with David Sambol, chief operating officer  
10 and president, and Eric Sieracki, chief financial officer, held Countrywide out as primarily a  
11 maker of prime quality mortgage loans and to support this false characterization, they hid that  
12 Countrywide, in an effort to increase market share, engaged in an “unprecedented expansion of  
13 its underwriting guidelines from 2005 and into 2007. Specifically, Countrywide developed what  
14 was referred to as a “supermarket” strategy, where it attempted to offer any product that was  
15 offered by any competitor. By the end of 2006, Countrywide’s underwriting guidelines were as  
16 wide as they had ever been, and Countrywide was writing riskier and riskier loans. Even these  
17 expansive underwriting guidelines were not sufficient to support Countrywide’s desired growth,  
18 so Countrywide wrote an increasing number of loans as “exceptions” that failed to meet its  
19 already wide underwriting guidelines even though exception loans had a higher rate of default.”  
20 SEC Complaint, ¶ 4.

21 518. As the SEC Complaint further makes clear, Countrywide was more dependent  
22 than many of its competitors on selling loans it originated into the secondary mortgage market.  
23 As the SEC Complaint explains: “In fact, the credit risk that Countrywide was taking was so  
24 alarming to Mozilo that he internally issued a series of increasingly dire assessments of various  
25 Countrywide loan products and the risks to Countrywide in continuing to offer or hold those  
26 loans, while at the same time he, Sambol, and Sieracki continued to make public statements  
27 obscuring Countrywide’s risk profile and attempting to differentiate it from other lenders. In one  
28 internal email, Mozilo referred to a particularly profitable subprime product as “toxic,” and in

1 another he stated that the company was “flying blind,” and had “no way” to predict the  
2 performance of its heralded product, the Pay-Option ARM loan.” SEC Complaint ¶ 7.

3 519. The covert Countrywide scheme was, like all such schemes based on deception,  
4 ultimately unsustainable. As the SEC Complaint further explains:

5 Countrywide depended on its sales of mortgages into the secondary  
6 market as an important source of revenue and liquidity. As a result,  
7 Countrywide was not only directly exposed to credit risk through the  
8 mortgage-related assets on its balance sheet, but also indirectly exposed to  
9 the risk that the increasingly poor quality of its loans would prevent their  
10 continued profitable sale into the secondary mortgage market and impair  
11 Countrywide’s liquidity. Rather than disclosing this increasing risk,  
12 Mozilo, Sambol, and Sieracki gave false comfort, again touting  
13 Countrywide’s loan quality. [¶ 31]

14 ...

15 Countrywide’s increasingly wide underwriting guidelines materially  
16 increased the company’s credit risk from 2004 through 2007, but this  
17 increased risk was not disclosed to investors. In 2007, as housing prices  
18 declined, Countrywide began to suffer extensive credit problems as the  
19 inherent credit risks manifested themselves. [¶ 32]

20 ...

21 The credit losses experienced by Countrywide in 2007 not only were  
22 **foreseeable** by the proposed defendants, they were in fact **foreseen** at  
23 least as early as September 2004. [¶ 33 (Emphasis in original)]

24 ...

25 The credit risk described in the September 2004 warning **worsened** from  
26 September 2004 to August 2007. [¶ 35 (Emphasis in original)]

27 ...

28 By no later than 2006, Mozilo and Sambol were on notice that  
Countrywide’s exotic loan products might not continue to be saleable into

1 the secondary market, yet this material risk was not disclosed in  
2 Countrywide's periodic filings. [¶ 45]

3 . . .

4 Mozilo and Sambol made affirmative misleading public statements in  
5 addition to those in the periodic filings that were designed to falsely  
6 reassure investors about the nature and quality of Countrywide's  
underwriting. [¶ 91]

7 . . .

8 Concurrent with its rising credit losses, Countrywide experienced a  
9 liquidity crisis in August 2007. [¶ 104]

10 520. Based upon the allegations of the SEC set forth in this Complaint, the Plaintiffs  
11 believe and thereon allege the same allegations herein.

12 521. According to an SEC press release issued on October 15, 2010, the SEC settled  
13 with Mozilo, Sambol and Sieracki for more than \$70 million, with Mozilo's contribution  
14 described as "the largest ever [financial penalty] paid by a public company's senior executive in  
15 an SEC settlement. In addition to the financial penalties, Mozilo and Sambol consented to the  
16 entry of a final judgment that provides for a permanent injunction against violations of the  
17 antifraud provisions of the Securities Act of 1933 and the Securities Exchange Act of 1934.  
18 Mozilo also consented to the entry of a permanent officer and director bar and Sambol consented  
19 to the entry of a three-year bar.

20 522. The SEC release further stated:

21 Mozilo's record penalty is the fitting outcome for a corporate executive  
22 who deliberately disregarded his duties to investors by concealing what he  
23 saw from inside the executive suite — a looming disaster in which  
24 Countrywide was buckling under the weight of increasing risky mortgage  
25 underwriting, mounting defaults and delinquencies, and a deteriorating  
26 business model.

27 523. Based upon information available to Plaintiffs' counsel, Plaintiffs believe and  
28 thereon allege that Defendants are currently causing payments to be made to co-conspirators of

1 Sambol and Mozilo to buy their silence.

2 524. The Defendants did not just make misrepresentations and conceal material facts  
3 from investors. First, each of the foregoing misrepresentations was made in public documents or  
4 forums given wide communication to the public, including Plaintiffs herein. Second, the  
5 identical affirmative misrepresentations and concealment pertained to the Plaintiffs, and other  
6 borrowers. Defendants had to perpetuate their lies by affirmative misrepresentations and by  
7 concealing the truth from Plaintiffs and other borrowers because to do otherwise would mean:  
8 (1) immediate wash-back into their investor fraud since Plaintiffs and other borrowers are part of  
9 the investor public receiving all other investor communications, and (2) decapitation of the  
10 source of the supply of mortgages needed for the scheme. Finally, the concealment from  
11 borrowers was absolutely essential because the Defendants knew they would soon be delivering  
12 Plaintiffs' notes and deeds of trust to investors and their representatives at intentionally inflated  
13 values as collateral for Defendants' fraudulent securitized pools.

14 525. By not disclosing the truth of their inflated appraisals, lax lending standards,  
15 deficient loan portfolio, shaky secondary market collateralized securities, and overall scheme to  
16 its borrowers, as set forth above, Countrywide not only made them unwitting accomplices, but  
17 put them into a no-win situation in which the price of taking a mortgage from Countrywide  
18 would be – and has been – cascading defaults and foreclosures that have wiped out billions of  
19 dollars in equity value, including the equity invested in their homes by Plaintiffs. Cascading  
20 foreclosures in entire cities and counties in California leads to unemployment and economic  
21 turmoil. All Plaintiffs have been damaged by the foregoing. Despite billions of dollars of  
22 taxpayer-funded relief programs, property values continue to fall and unemployment and  
23 underemployment remain terribly high.

24 526. As defaults increased, the Countrywide Defendants used it as an opportunity to  
25 increase their fees and to punish Plaintiffs and other borrowers. That is why on June 7, 2010, the  
26 FTC announced that two Countrywide mortgage servicing companies will pay \$108 million to  
27 settle FTC charges that they collected excessive fees from cash-strapped borrowers who were  
28 struggling to keep their homes. The \$108 million represents one of the largest judgments

1 imposed in an FTC case, and the largest ever in a mortgage servicing case.

2       527. As FTC Chairman Jon Leibowitz explained in the FTC's press release announcing  
3 the settlement: "Life is hard enough for homeowners who are having trouble paying their  
4 mortgage. To have a major loan servicer like Countrywide piling on illegal and excessive fees is  
5 indefensible."

6       528. The FTC press release further explained:

7       According to the complaint filed by the FTC, Countrywide's loan-  
8 servicing operation deceived homeowners who were behind on their  
9 mortgage payments into paying inflated fees – fees that could add up to  
10 hundreds or even thousands of dollars. Many of the homeowners had  
11 taken out loans originated or funded by Countrywide's lending arm,  
12 including subprime or "nontraditional" mortgages such as payment option  
13 adjustable rate mortgages, interest-only mortgages, and loans made with  
14 little or no income or asset documentation, the complaint states.  
15 Mortgage servicers are responsible for the day-to-day management of  
16 homeowners' mortgage loans, including collecting and crediting monthly  
17 loan payments. Homeowners cannot choose their mortgage servicer  
18 . . .

19       When homeowners fell behind on their payments and were in default on  
20 their loans, Countrywide ordered property inspections, lawn mowing, and  
21 other services meant to protect the lender's interest in the property,  
22 according to the FTC complaint. But rather than simply hire third-party  
23 vendors to perform the services, Countrywide created subsidiaries to hire  
24 the vendors. The subsidiaries marked up the price of the services charged  
25 by the vendors – often by 100% or more – and Countrywide then charged  
26 the homeowners the marked-up fees. The complaint alleges that the  
27 company's strategy was to increase profits from default-related service  
28 fees in bad economic times. As a result, even as the mortgage market  
collapsed and more homeowners fell into delinquency, Countrywide

1           earned substantial profits by funneling default-related services through  
2           subsidiaries that it created solely to generate revenue.

3           ...

4           In addition, in servicing loans for borrowers trying to save their homes in  
5           Chapter 13 bankruptcy proceedings, ***the complaint charges that***  
6           ***Countrywide made false or unsupported claims to borrowers about***  
7           ***amounts owed or the status of their loans.*** Countrywide also failed to tell  
8           borrowers in bankruptcy when new fees and escrow charges were being  
9           added to their loan accounts. The FTC alleges that after the bankruptcy  
10          case closed and borrowers no longer had bankruptcy court protection,  
11          Countrywide unfairly tried to collect those amounts, including in some  
12          cases via foreclosure. [Emphasis supplied]

12          529. Based upon the allegations of the FTC set forth in this Complaint, the Plaintiffs  
13          believe and thereon allege the same allegations herein.

14          530. Defendants' effective admission of wrongdoing worsened during 2010.

15          531. First, on or about October 2, 2010, BofA suspended its foreclosures in 23 states,  
16          admitting that that employees were falsely signing affidavits and that "robo-signers" were  
17          forging the signatures of its officers. Then, on October 9, BofA also suspended foreclosures in  
18          California. After purportedly reviewing its process, BofA resumed foreclosures approximately  
19          two weeks later.

20          532. Then, on January 3, 2011, BofA announced a \$2.6 billion to \$3 billion settlement  
21          with Fannie Mae and Freddie Mac. The settlement pertained to the investor side of Defendants'  
22          scheme and involved the payment in December 2010 of \$2.6 billion and potential additional  
23          payments of up to approximately \$400 million. The settlement left open Fannie Mae's right to  
24          seek additional relief and did not pertain to the potential \$47 billion of repurchase claims raised  
25          in October 2010 by the Federal Reserve Bank of New York, Pacific Investment Management and  
26          BlackRock, or further claims made by MBIA Insurance, which alleges that BofA and  
27          Countrywide's scheme, described in this Complaint, defrauded them, as well, when they covered  
28          Defendants' losses from certain borrower defaults.

1           533. On April 13, 2011, the Comptroller of the Currency along with the Board of  
2 Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, The  
3 Office of Thrift Supervision and the Federal Housing Finance Agency executed a Stipulation and  
4 Consent to the Issuance of a Consent Order (“Order”) which resulted in a Cease and Desist Order  
5 being issued by those agencies requiring that that MERS and its corporate parent, MERSCORP,  
6 take “all necessary and appropriate steps to remedy the deficiencies and unsafe or unsound  
7 practices” that were identified as findings by the respective agencies during a systematic and in-  
8 depth review that “present financial, operational, compliance, legal and reputational risks” to  
9 MERS and MERSCORP as well as to those members such as Defendants who use the MERS  
10 services.

11           534. Among the findings reported in the Cease and Desist Order were that MERS has  
12 “failed to exercise appropriate oversight, management supervision and corporate governance” in  
13 order to “ensure proper administration and delivery of services.” Moreover, the Order reports  
14 that the review revealed that MERS has “failed to establish and maintain adequate internal  
15 controls, policies and procedures, compliance risk management, and internal audit and reporting”  
16 in connection with its services to Defendants.

17           535. The 22 page Order sets out detailed action plans on a specified time-line with  
18 reporting requirements intended to ensure that “at a minimum” MERS is operated “in a safe and  
19 sound manner in accordance with applicable laws.”

20           536. The Order is a strong validation of this Complaint. It reports failures of  
21 management; compliance; inadequate training, skills, abilities and experience of personnel;  
22 failures of supervision by the board of directors and senior management; and process  
23 deficiencies such as registration and tracking systems as well as data integrity. Recognizing the  
24 liability issues such as those raised by Plaintiffs herein, the Order also insists that MERS  
25 undertake a review and make regular reports on “outstanding legal issues and pending litigation  
26 that affect the interests of MERS, MERSCORP, and Examined Members with respect to  
27 MERSCORP and MERS, and provides analysis and recommendations concerning litigation  
28 contingency reserves.”



1           537. Also on April 13, 2011. Defendant BofA entered into a Consent Cease and Desist  
2 Order with the Office of Comptroller of the Currency (“OCC Order”). The OCC Order recites  
3 that an examination of Bank of America, N.A., undertaken by the Board of Governors of the  
4 Federal Reserve System, FDIC, OCC, OTS and Federal Reserve found “unsafe or unsound  
5 practices” with respect to the manner in which the Bank handled various foreclosure and related  
6 activities, including that Defendant BofA:

7                       filed or caused to be filed in state and federal courts numerous  
8 affidavits executed by its employees or employees of third-  
9 party service providers making various assertions, such as  
10 ownership of the mortgage note and mortgage, the amount of  
11 the principal and interest due, and the fees and expenses  
12 chargeable to the borrower, in which the affiant represented  
13 that the assertions in the affidavit were made based on  
14 personal knowledge or based on a review by the affiant of the  
15 relevant books and records, when, in many cases, they were  
16 not based on such personal knowledge or review of the  
17 relevant books and records;

18           538. Pursuant to the OCC Order, BofA agreed to submit a comprehensive plan within  
19 60 days to encompass its residential mortgage loan servicing business. Audits will be  
20 undertaken to determine whether homeowners were improperly foreclosed upon.

21           539. OCC ordered BofA to reimburse homeowners who had been improperly  
22 foreclosed upon within 45 days after submission of a required action plan.

23           540. Article VII of the OCC Order requires a plan, acceptable to the OCC to  
24 “remediate all financial injury to borrowers caused by any errors, misrepresentations, or other  
25 deficiencies identified” in the required action plan.

26           541. The OCC Order resulted from an extensive interagency examination undertaken  
27 by the Federal Reserve System, FDIC, OCC and OTS, dated April 2011 (the “Interagency  
28 Review”). The Interagency Review found many of the deficiencies alleged by Plaintiffs herein,  
including insufficient foreclosure governance processes, inadequate controls “covering all  
aspects of the foreclosure process,” lack of sufficient audit trails “to show how information set  
out in . . . affidavits. . . was linked to the servicers’ internal records” and, among other

1 weaknesses, “inadequate quality control and audit reviews to ensure compliance with legal  
2 requirements.”

3         542. Pursuant to Article IV of the OCC Order entitled Compliance Program, BofA  
4 agreed to immediately correct its procedures, including 17 specific remediations that speak  
5 directly to the issues herein, including:

6                 (b) processes to ensure that all factual assertions made in pleadings,  
7 declarations, affidavits, or other sworn statements filed by or on behalf of  
8 [BofA] are accurate, complete, and reliable; and that affidavits and  
9 declarations are based on personal knowledge or a review of the [BofA]'s  
10 books and records when the affidavit or declaration so states;

11 . . .

12                 (e) processes to ensure that [BofA] has properly documented ownership of  
13 the promissory note and mortgage (or deed of trust) under applicable state  
14 law, or is otherwise a proper party to the action (as a result of agency or  
15 other similar status) at all stages of foreclosure and bankruptcy litigation,  
16 including appropriate transfer and delivery of endorsed notes and assigned  
17 mortgages or deeds of trust at the formation of a residential mortgage-  
18 backed security, and lawful and verifiable endorsement and successive  
19 assignment of the note and mortgage or deed of trust to reflect all changes  
20 of ownership;

21 . . .

22                 (i) processes to ensure that [BofA] has the ability to locate and secure all  
23 documents, including the original promissory notes if required, necessary  
24 to perform mortgage servicing, foreclosure and Loss Mitigation, or loan  
25 modification functions. . . .

26         543. The OCC also found that BofA had “litigated foreclosure proceeding and initiated  
27 non-judicial foreclosure proceedings” without properly endorsed or assigned documents or in the  
28 “possession of the appropriate party at the appropriate time”.

29         544. Echoing all of the claims and assertions of Plaintiffs herein, the OCC’ concluded  
30 in the Consent Decree that Defendant BofA “engaged in unsafe or unsound banking practices.”

31         545. In the Order, Defendant BofA has been made subject to over 20 pages of severe  
32 proscriptions and requirements by the OCC, including a requirement that within 45 days,  
33 Defendant BofA must:

1 “[S]ubmit to the Regional Director an acceptable plan to  
2 remediate all financial injury to borrowers caused by any  
3 errors, misrepresentations, or other deficiencies identified in  
4 the Foreclosure Report, by:

5 (a) reimbursing or otherwise appropriately remediating borrowers for  
6 impermissible or excessive penalties, fees or expenses, or for other  
7 financial injury identified in accordance with this Order; and

8 (b) taking appropriate steps to remediate any foreclosure sale identified in  
9 the Foreclosure Report where the foreclosure was not authorized as  
10 described in this Order.”

11 546. The MERS Order, OCC Order and Interagency Review underscore the grave  
12 weaknesses in BofA’s processes and procedures, the regulators’ serious concerns with the sworn  
13 statements of the employees of BofA and the employees of third party service providers and the  
14 regulators’ belief that pervasive failures are leading to wrongful foreclosures.

15 547. Based upon the foregoing, Plaintiffs believe and thereon allege the same facts as  
16 set forth in the foregoing Orders and Interagency Review.

17 548. Upon information and belief, the Attorney General of California, and the Attorney  
18 Generals of other states are currently investigating the acts of the Defendants, or some of them.  
19 Plaintiffs shall seek leave to amend this Complaint to reflect the results of such investigations  
20 and any complaints or other actions taken by the Attorney General of California or the Attorney  
21 Generals of other states against the Defendants, or any of them, and to incorporate any findings  
22 or determinations made by said Attorney Generals or related tribunals.

### 23 ***There is No Chain of Title***

24 549. In Note 2 to the Financial Statements in the Countrywide Annual Report on Form  
25 10-K for the Fiscal Year ended December 31, 2006 (filed March 1, 2007) (“*Countrywide 2006*  
26 *Form 10-K*”) on page F-10, Countrywide stated it routinely “[sold] most of the mortgage loans it  
27 produces in the secondary mortgage market, primarily in the form of securities, and to a lesser  
28 extent as whole loans.”

550. “Nearly all of the mortgage loans that we originate in our Mortgage Banking and  
Capital Markets Segments are sold into the secondary mortgage market.” Countrywide 2006

1 Form 10, at 37. “Most of the mortgage loans that we produce are sold in the secondary mortgage  
2 market, primarily in the form of MBS and ABS.” *Id.* at 117. “Our mortgage loan  
3 securitizations are normally structured as sales as specified by SFAS 140, and as such involve  
4 the transfer of the mortgage loans to qualifying special-purpose entities that are not subject to  
5 consolidation.” *Id.* at 122. “The Company sells most of the mortgage loans it produces in the  
6 secondary mortgage market, primarily in the form of securities, and to a lesser extent as whole  
7 loans.” *Id.* at F-10, Note 2 to Financial Statements.

8 551. The BofA 2010 Form 10-K informs the public that Defendants have no idea of the  
9 “chain of title” of the investors and owners of the notes and deeds of trust at issue in this  
10 litigation.

11 552. The BofA 2010 Form 10-K advises the S.E.C., investors and public as follows  
12 (emphasis supplied):

13 Many derivative instruments are individually negotiated and non-  
14 standardized, which can make exiting, transferring or settling some positions  
15 difficult. Many derivatives require that we deliver to the counterparty the  
16 underlying security, loan or other obligation in order to receive payment. ***In a***  
17 ***number of cases, we do not hold, and may not be able to obtain, the underlying***  
18 ***security, loan or other obligation. This could cause us to forfeit the payments***  
19 ***due to us under these contracts*** or result in settlement delays with the attendant  
20 credit and operational risk, as well as increased costs to us. [page 13]

21 ***If certain required documents are missing or defective, or if the use of***  
22 ***MERS is found not to be effective, we could be obligated to cure certain defects***  
23 ***or in some circumstances be subject to additional costs and expenses,*** which  
24 could have a material adverse effect on our cash flows, financial condition and  
25 results of operations. [page 35]

26 553. Countrywide sold the Plaintiffs’ mortgages, generally as part of securitization  
27 pools. Based upon Countrywide’s and BofA’s securities filings, published reports and other  
28 litigation against Defendants of which Plaintiffs’ counsel is aware, Plaintiffs believe and thereon

1 allege that Defendants either do not own the notes and deeds of trust they seek to enforce against  
2 Plaintiffs, or, at the very least, cannot prove that they do.

3  
4 ***MERS***

5 554. MERS is a Delaware corporation formed in 1993 by several large participants in  
6 the real estate mortgage industry. MERS has one shareholder, MersCorp Inc.

7 555. MERS operates an electronic registry designed to track servicing rights and the  
8 ownership of mortgages. MERS is named as the “nominee” for lenders and acts as a document  
9 custodian. When a loan is transferred among MERS members, MERS simplifies the process by  
10 avoiding the requirement to re-record liens and pay county recorder filing fees.

11 556. MERS claims to be the owner of the security interest indicated by the mortgages  
12 transferred by lenders, investors and their loan servicers in the county land records. MERS  
13 claims its process eliminates the need to file assignments in the county land records which  
14 lowers costs for lenders and consumers by reducing county recording revenues from real estate  
15 transfers and provides a central source of information and tracking for mortgage loans.

16 557. MERS’ principal place of business is in Vienna, Virginia. Its national data center  
17 is located in Plano, Texas. At present, MERS appears to serve as nominee for more than 65  
18 million mortgages based on published reports.

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

23 559. Nationwide, there are courts requiring banks that claim to have transferred  
24 mortgages to MERS to forfeit their claim to repayment of such mortgages.

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

1 note.

2 561. Many of the mortgages issued by Defendants include intentionally ambiguous  
3 provisions pertaining to MERS. These standardized mortgages are crafted to allow Defendants  
4 to situationally modify their positions, as demonstrated by the following language from some of  
5 the underlying documents used in mortgages involving MERS:

6 d. MERS is Mortgage Electronic Registration Systems, Inc.; (2) MERS is a separate  
7 corporation that is acting solely as a nominee for Lender and Lender's successors  
8 and assigns; (3) MERS is the mortgagee under this security instrument; (4) MERS  
9 is organized and existing under the laws of Delaware, and has an address and  
10 telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

11 e. TRANSFER OF RIGHTS IN THE PROPERTY: This Security Instrument  
12 secures to Lender: (1) the repayment of the Loan, and all renewals, extensions and  
13 modifications of the Note; and (2) the performance of Borrower's covenants. For  
14 this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely  
15 as nominee for Lender and Lender's successors and assigns) and to the successors  
16 and assigns of MERS,<sup>2</sup> the following described property in the County of  
17 [\_\_\_\_\_].

18 562. The Defendants did not want to pay the fees associated with recording mortgages  
19 and they did not want to be bothered with the trouble of keeping track of the originals. That is  
20 the significance of the word 'Electronic' in Mortgage Electronic Registration Systems, Inc. The  
21 Defendants, through this sophisticated legerdemain, made over the judicial system's long-  
22 honored requirements for mortgages and foreclosures. They undermined long-established rights  
23 and sabotaged the judicial process eliminating, "troublesome" documentation requirements.  
24 While conversion to electronic loan documentation may eventually be implemented, it will  
25 ultimately be brought about only through duly enacted legislation which includes appropriate

26 \_\_\_\_\_  
27 <sup>2</sup> The provision cannot reconcile that the borrower simultaneously "conveys" the property: (1) to  
28 MERS as nominee for Lender and Lender's successors and assigns; and (3) to MERS's *own*  
successors and assigns.

1 safeguards and counterchecks.

2 563. Upon information and belief:

- 3 a. MERS is not the original lender for any of the Plaintiffs' loans;
- 4 b. MERS is not the creditor, beneficiary of the underlying debt or an assignee under
- 5 the terms of any the Plaintiffs' promissory notes;
- 6 c. MERS does not hold the original of any Plaintiff's promissory note, nor has it
- 7 ever held the originals of any such promissory note;
- 8 d. At all material times, MERS was unregistered and unlicensed to conduct
- 9 mortgage lending or any other type of real estate or loan business in the State of
- 10 California and has been and continues to knowingly and intentionally improperly
- 11 record mortgages and conduct business in California and elsewhere on a
- 12 systematic basis for the benefit of the Defendants and other lenders;

13 564. Following a crescendo of rulings that MERS lacks the authority to foreclose, on

14 February 16, 2010 MERS issued an Announcement to "All MERS Members" advising them:

15 MERS is planning to shortly announce a proposed amendment to Membership

16 Rule 8. The proposed amendment will require Members to not foreclose in

17 MERS' name. Consistent with the Membership Rules there will be a 90-day

18 comment period on the proposed Rule. During this period we request that

19 Members do not commence foreclosures in MERS' name.

20 565. The Announcement also instructed MERS' members to cease executing

21 assignments and other documents, except pursuant to new procedures being developed.

22 566. Based upon published reports, other litigation and the investigations of Plaintiffs'

23 counsel, Plaintiffs believe and thereon allege that MERS has been used by Defendants to

24 facilitate the unlawful transfers of mortgages, unlawful pooling of mortgages and the injection

25 into the United States banking industry of improper off-shore funds.

26

27 ***Patriot Act***

28 567. Enacted in 2001, the USA Patriot Act (Uniting and Strengthening America by

1 Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (“*Patriot*  
2 *Act*”) is comprised of nine principal titles, including Title III: International Money Laundering  
3 Abatement and Financial Anti-Terrorism Act of 2001.

4 568. In the Patriot Act, Congress found that “money laundering, and the defects in  
5 financial transparency on which money launderers rely, are critical to the financing of global  
6 terrorism and the provision of funds for terrorist attacks.” Congress specifically found that  
7 “money launderers subvert legitimate financial mechanisms and banking relationships by using  
8 them as protective covering for the movement of criminal proceeds and the financing of crime  
9 and terrorism...” Title III, § 302.

10 569. Congress also noted that correspondent accounts involving off-shore persons were  
11 particularly vulnerable to improper use. Title III, § 302 (8).

12 570. Title III of the Patriot Act requires each financial institution that establishes,  
13 maintains, administers, or manages accounts in the United States for an individual or  
14 representative of a non-United States person to establish due diligence policies, procedures and  
15 controls reasonably designed to detect and report instances of money laundering through those  
16 accounts. Title III, § 312.

17 571. Section 327 makes it more difficult for banks to merge if they lack a good track  
18 record in combating money laundering. Sections 312, 213, 219 and 325 provide for forfeitures  
19 in specified circumstances pertaining to terrorism and money laundering.

20 572. Section 326 requires financial institutions to establish procedures to take  
21 reasonable and practicable measures to verify the identity of those applying for an account with  
22 the institution (31 U.S.C. § 5318(I)(2)(A)) and maintain records of the information used to verify  
23 a person’s identity, including name, address, and other identifying information (31 U.S.C. §  
24 5318(I)(2)(B)).

25 573. These enhanced due diligence policies, procedures, and controls require that each  
26 financial institution ascertain the identity of any foreign bank and the nature and extent of the  
27 ownership interest of each such owner, conduct enhanced scrutiny to guard against money  
28 laundering and report any suspicious transactions, and ascertain whether such foreign bank



1 provides correspondent accounts to other foreign banks. Title 3, § 312. The Patriot Act,  
2 therefore, places an affirmative burden on United States banks to ascertain the identity and  
3 nature of the individuals and the sources of the monies it receives from foreign banks or  
4 individuals.

5 574. Plaintiffs are informed and believe that a significant number of Countrywide  
6 mortgages were transferred to foreign banks.

7 575. To comply with the Patriot Act, Defendants must determine and report the  
8 sources of funds used for the mortgages they originate and service, as well as the source of funds  
9 used to acquire any mortgages. Bank of America's acquisition of Countrywide Financial also  
10 was subject to the Patriot Act.

11 576. Defendants bundled and resold Plaintiffs' mortgages, without any accountability  
12 or notices, as well as the transfer off-shore of records pertaining to the foregoing. This scenario  
13 is precisely what Congress sought to prevent in enacting the Patriot Act. Anonymous owners  
14 may have used these multiple transactions to launder money, further criminal activity, or even  
15 fund terrorist operations.

16 577. Defendants perpetrated their massive fraud knowing it would result in a crash,  
17 including a wave of foreclosures. To the extent non U.S. persons have acquired the mortgages  
18 (and can be identified), Plaintiffs' homes could be foreclosed upon by transferees, including  
19 persons engaged in activities intended to be quarantined by the Patriot Act.

20 578. Pursuant to Title III, §319, when an act or omission of a bank results in property  
21 being transferred, sold to, or deposited with a third party or placed beyond jurisdiction of the  
22 Court, such property is subject to forfeiture.

23 579. On information and belief, contrary to the Patriot Act, Defendants did not: (1)  
24 establish due diligence policies, procedures and controls reasonably designed to detect and report  
25 instances of money laundering, (2) establish procedures to take reasonable and practicable  
26 measures to verify the identity of those applying for an account and maintain records of the  
27 information used to verify a person's identity, including name, address, and other identifying  
28 information, (3) determine and report the sources of funds used for the mortgages they originate

1 and service, as well as the source of funds used to acquire any mortgages, or (4) disclose to  
2 Plaintiffs the identities, address and telephone numbers of transferees of their mortgages.

3 580. As a consequence of the foregoing, Defendants may be liable for a forfeiture of  
4 any loans or interests in Plaintiffs' homes, or other appropriate relief.

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

12  
13 ***Notification of Sale or Transfer of Mortgage Loans/TILA***

14 582. Effective May 20, 2009, pursuant to an amendment to the Federal Truth in  
15 Lending Act ("*TILA*"), transferors of mortgage loans must disclose to the mortgagee the identify  
16 of any transferees. The notice must include the identity, address and telephone number of the  
17 new creditor; the date of the transfer; how to reach an agent or party having authority to act on  
18 behalf of the new creditor; the location of the place where transfer of ownership of the debt is  
19 recorded; and any other relevant information regarding the new creditor.

20 583. Section 404. of TILA, NOTIFICATION OF SALE OR TRANSFER OF  
21 MORTGAGE LOANS, provides:

22 (a) IN GENERAL.—Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is  
23 amended by adding at the end the following:

24 “(g) NOTICE OF NEW CREDITOR.—

25 “(1) IN GENERAL.—In addition to other disclosures required by this title, not later than  
26 30 days after the date on which a mortgage loan is sold or otherwise transferred or  
27 assigned to a third party, the creditor that is the new owner or assignee of the debt shall  
28 notify the borrower in writing of such transfer, including—

1 “(A) the identity, address, telephone number of the new creditor;  
2 “(B) the date of transfer;  
3 “(C) how to reach an agent or party having authority to act on behalf of the new creditor;  
4 “(D) the location of the place where transfer of ownership of the debt is recorded; and  
5 “(E) any other relevant information regarding the new creditor.  
6 “(2) DEFINITION.—As used in this subsection, the term ‘mortgage loan’ means any  
7 consumer credit transaction that is secured by the principal dwelling of a consumer.”.  
8 (b) PRIVATE RIGHT OF ACTION.—Section 130(a) of the Truth in Lending Act (15  
9 U.S.C. 1640(a)) is amended by inserting “subsection (f) or (g) of section 131,” after  
10 “section 125,”.  
11

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

18 585. The Board of Governors of the Federal Reserve System (the “*Board*”)   
19 promulgated an interim final rule (the “*Interim Final Rule*”). The Interim Final Rule amends  
20 Regulation Z by implementing Section 131(g) of TILA With respect to the content of the  
21 notices, the Interim Final Rule provides, among other things:

- 22 • The party identified as the owner of a mortgage loan must be the actual  
23 owner, regardless of whether another person has been appointed as agent or  
servicer of the owner;
- 24 • If there are multiple “covered persons” with respect to a mortgage loan,  
25 identifying information must be provided for each covered person; however,  
26 only one notice is to be given, and the covered persons must determine among  
27 themselves which one of them will deliver the notices (“covers persons”  
28 means, generally, creditors);

- The date of acquisition of a mortgage loan is the date of acquisition recognized in the books and records of the covered person;
- The notice must identify the persons who are authorized to receive legal notices on behalf of the covered person and to resolve issues concerning the mortgagor's payments on the mortgage loan; if there are multiple agents performing these functions, the scope of authority for each agent must be specified.

586. Remedies for TILA violations include rescission, damages and equitable relief. 15 U.S.C. §§ 1635 – 1640.

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

588. For avoidance of any doubt, this Complaint asserts no causes of action under Federal law. All references to Federal laws violated by the Defendants are set forth either for informational purposes or as predicate violations with respect to the Fourth Cause of Action and then only to the extent that such assertion does not give rise to a federal question sufficient to permit removal. Any allegation herein that might permit removal to federal court shall be deemed stricken or otherwise modified such that it does not permit removal to federal court.

#### **FUTURE AMENDMENTS**

589. Plaintiffs will seek leave to amend this Complaint to add additional causes of action, allege additional facts, and/or add new parties, as information is developed and discovery proceeds, including but not limited to:

- a. The filing of Notices of Default against the named Plaintiffs.
- b. Any illegal activities concerning, or means of attempting to collect on the Plaintiffs' promissory notes or the associated deeds of trust.

- 1 c. Any foreclosure proceedings instituted after the filing of this Complaint,  
2 or any foreclosure sales consummated after the filing date of this  
3 Complaint,  
4 d. Any attempts to coerce or threaten the Plaintiffs or any of them by  
5 Defendants or any of them regarding the activities upon which this  
6 Complaint is based or the assertions by Plaintiffs of their claims in this  
7 Complaint, or any further disclosure or sale of Plaintiffs' private or  
8 confidential information.  
9 e. Any disparaging comments or remarks by Defendants or any of them  
10 about Plaintiffs or their claims in this Complaint or as a result of  
11 Plaintiffs' assertion of their claims in this Complaint, or any retaliatory  
12 conduct by Defendants or any of them.  
13 f. Any false or fraudulent promises of loan modification or other subsequent  
14 wrongful activities by Defendants or any of them.  
15 g. Any attempts to evict or institute unlawful detainer actions or the filing of  
16 such actions against the Plaintiffs or any of them by any of the Defendants  
17 or their agents or representatives.  
18 h. Any attempts by the Defendants or any of them to force any of the  
19 Plaintiffs into bankruptcy due to the real estate mortgages described  
20 herein, or to seek to lift any automatic stays if any of the Plaintiffs are  
21 forced into bankruptcy due to the real estate mortgages describe described  
22 herein.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 ***(Fraudulent Concealment – Against All Defendants – By the 45 Plaintiffs***

3 ***Listed in Footnote 3 Below <sup>3</sup>)***

4 590. Plaintiffs incorporate all preceding paragraphs of the Complaint and the  
5 paragraphs of the subsequent causes of action as though fully set forth herein.

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

12 592. Further, in connection with entering into contracts with Plaintiffs, Defendants  
13 made partial (though materially misleading) statements and other disclosures as to their  
14 prominence and underwriting standards in the public releases, on their web site, in their literature  
15 and at their branch offices. However, Defendants suppressed material facts relating thereto as set

16  
17 <sup>3</sup> (1) JOHN WRIGHT, (2) GARRY SAGE, (3) JUDY SAGE, (4) BOB SHELDON, (5)  
18 TANYA SHELDON, (6) LANCE HALL, (7) MERRIL COLLINS, (8) ERIN COLLINS, (9)  
19 GERARDO OSEGUERA, (10) KERYN OSEGUERA, (11) BRIAN TILLOTSON, (12)  
20 DEANNA TILLOTSON, (13) ROBERT NASSANEY, (14) BETTY CALLAWAY, (15)  
21 VINCENT PREE, (16) STEPHEN NADASDY, (17) SEM LENH, (18) BARBARA  
22 GAUTHIER, (19) MICHAEL GAUTHIER, (20) FRANCISCO FLORES, (21) JUDITH  
23 FLORES, (22) HARRY BROWN, (23) PATRICIA BROWN, (24) LEE RARICK, (25) MARY  
24 RARICK, (26) FADI DIAZ, (27) MARTHA DIAZ, (28) ANTHONY ALTIERI, (29)  
25 ELIZABETH ALTIERI, (30) FREDERICO FERRER, (31) RUSHEL FERRER, (32) EDMUND  
MARTINEZ, (33) VIRGINIA BREWER-MARTINEZ, (34) RODELIO RUTGER, (35)  
RAQUEL PAGADUAN, (36) DEBRA SPICE, (37) FABIAN BITANGA, (38) TERESITA  
BITANGA, (39) LISA COURTO, (40) BRENT CLARK, (41) MONICA CLARK, (42)  
GEORGE CISLER, (43) ROSA ACOSTA, (44) SALVADOR NIETO, (45) JACLYN  
SILVESTRI

26 *As discovery proceeds, if Plaintiffs' evidence establishes credible evidence that under any of the*  
27 *theories plead herein Defendants are liable for the origination of any of the loans with respect*  
28 *to the foregoing Plaintiffs, Plaintiffs will seek leave to amend to again include the claims of*  
*such Plaintiffs with respect to this cause of action and, as applicable the second and third*  
*causes of action herein.*

1 forth above. Countrywide knew that the mortgages would be “pooled,” and “securitized sale.”  
2 Countrywide also knew that within a foreseeable period, its investors would discover that  
3 Countrywide’s mortgagees could not afford their loans and the result would be foreclosures and  
4 economic devastation. It was the movie *The Sting* in real life, with real lives and with people  
5 whose homes were often times their only asset.

6 593. Countrywide was more dependent than many of its competitors on selling loans it  
7 originated into the secondary mortgage market, an important fact it disclosed to investors.  
8 Mozilo expected that the deteriorating quality of the loans that Countrywide was writing, and the  
9 poor performance over time of those loans, would ultimately curtail the company’s ability to sell  
10 those loans in the secondary mortgage market. Mozilo and the company’s chief risk officer  
11 warned David Sambol (“*Sambol*”), Countrywide’s chief operating officer and president, and Eric  
12 Sieracki (“*Sieracki*”), chief financial officer about the increased risk that Countrywide was  
13 assuming. Each of the foregoing was aware, but Countrywide failed to disclose, that  
14 Countrywide’s business model was unsustainable.

15 594. In fact, the credit risk that Countrywide was taking was so alarming to Mozilo  
16 that he internally issued a series of increasingly dire assessments of various Countrywide loan  
17 products and the risks to Countrywide in continuing to offer or hold those loans, while at the  
18 same time he, Sambol, and Sieracki continued to make public statements obscuring  
19 Countrywide’s risk profile and attempting to differentiate it from other lenders. In one internal  
20 email, Mozilo referred to a particularly profitable subprime product as “toxic,” and in another he  
21 stated that the company was “flying blind.” Mozilo believed that the risk was so high and that  
22 the secondary market had so mispriced Pay-Option ARM loans that he repeatedly urged that  
23 Countrywide sell its entire portfolio of those loans. Despite their awareness of, and Mozilo’s  
24 severe concerns about, the increasing risk Countrywide was undertaking, Countrywide hid these  
25 risks from the borrowers, potential borrowers and investors.

26 595. Defendants misled borrowers, potential borrowers and investors by failing to  
27 disclose substantial negative information regarding Countrywide’s loan products, including:

28 a. The increasingly lax underwriting guidelines used by the company in

1                   originating loans;

2           b.       The company's pursuit of a "matching strategy" in which it matched the  
3                   terms of any loan being offered in the market, even loans offered by  
4                   primarily subprime originators;

5           c.       The high percentage of loans it originated that were outside its own  
6                   already widened underwriting guidelines due to loans made as exceptions  
7                   to guidelines;

8           d.       Countrywide's definition of "prime" loans included loans made to  
9                   borrowers with FICO scores well below any industry standard definition  
10                  of prime credit quality;

11          e.       The high percentage of Countrywide's subprime originations that had a  
12                  loan to value ratio of 100%, for example, 62% in the second quarter of  
13                  2006; and

14          f.       Countrywide's subprime loans had significant additional risk factors,  
15                  beyond the subprime credit history of the borrower, associated with  
16                  increased default rates, including reduced documentation, stated income,  
17                  piggyback second liens, and LTVs in excess of 95%.

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

22           597.   Plaintiffs did not know the concealed facts.

23           598.   Defendants intended to deceive Plaintiffs. As described herein, that deception  
24                  was essential to their overall plan to bilk investors, trade on inside information and otherwise  
25                  pump the value of Countrywide stock.

26           599.   Countrywide was one of the nation's leading providers of mortgages. It was  
27                  highly regarded and by dint of its campaign of deception through securities filings, press  
28                  releases, web site and branch offices, Countrywide had acquired a reputation for performance



1 and quality underwriting. As a result, Plaintiffs reasonably relied upon the deception of the  
2 Countrywide Defendants.

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

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

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

20 603. As a result of the foregoing, Plaintiffs' damages herein are exacerbated by a  
21 continuing decline in residential property values and further erosion of their credit records.

22 604. Defendants' concealments, both as to their pervasive mortgage fraud and as to  
23 their purported efforts to resolve loan modifications with Plaintiffs, are substantial factors in  
24 causing the harm to Plaintiffs described in this Complaint.

25 605. Defendants acted outrageously and persistently with actual malice in performing  
26 the acts alleged herein and continue to do so, and acted with callous disregard of Plaintiffs' rights  
27 which, however, were known to Defendants. Accordingly, Plaintiffs are entitled to exemplary  
28 and punitive damages in a sum according to proof and to such other relief as is set forth below in

the section captioned Prayer for Relief which is by this reference incorporated herein.

## **SECOND CAUSE OF ACTION**

### ***(Intentional Misrepresentation – Against All Defendants - By the 56 Plaintiffs Listed in Footnote 4 Below<sup>4</sup>)***

606. Plaintiffs incorporate all preceding paragraphs of the Complaint and the paragraphs of the subsequent causes of action as though fully set forth herein.

607. Plaintiffs GARRY SAGE and JUDY SAGE relied upon statements made by real estate broker representative Leslie Arnold at Franklin Loan Center in Palm Desert, California on or around November, 2005 and December, 2005, and also relied upon public statements in newspaper articles in 2005, television commercials in 2005, and brochures in 2005 which were important in their decision to take a loan from Countrywide. The following are the statements relied upon by the Sages: Countrywide was primarily a prime quality mortgage lender which had avoided the excesses of its competitors; Countrywide managed credit risk through credit policy, underwriting, quality control and surveillance activities; Countrywide ensured its continuing access to the mortgage backed securities market by consistently producing quality mortgages; Countrywide would refinance variable rate mortgages with fixed rate mortgages; Countrywide

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<sup>4</sup> (1) GARRY SAGE, (2) JUDY SAGE, (3) ROBERT RAMIREZ, (4) HELEN RAMIREZ, (5) BOB SHELDON, (6) TANYA SHELDON, (7) LANCE HALL, (8) MERRIL COLLINS, (9) ERIN COLLINS, (10) GERARDO OSEGUERA, (11) KERYN OSEGUERA, (12) MARK GENNARO, (13) BRIAN TILLOTSON, (14) DEANNA TILLOTSON, (15) ROBERT NASSANEY, (16) BETTY CALLAWAY, (17) VINCENT PREE, (18) KATHLEEN MAHONEY, (19) STEPHEN NADASDY, (20) XIAO-YAN GONG, (21) SEM LENH, (22) ROWLAND DAY, (23) BARBARA GAUTHIER, (24) MICHAEL GAUTHIER, (25) CAROLYN H. MARTINO, (26) FRANCISCO FLORES, (27) JUDITH FLORES, (28) HARRY BROWN, (29) PATRICIA BROWN, (30) LEE RARICK, (31) MARY RARICK, (32) FADI DIAZ, (33) MARTHA DIAZ, (34) ANTHONY ALTIERI, (35) ELIZABETH ALTIERI, (36) FREDERICO FERRER, (37) RUSHEL FERRER, (38) EDMUND MARTINEZ, (39) VIRGINIA BREWER-MARTINEZ, (40) RODELIO RUTGER, (41) RAQUEL PAGADUAN, (42) RONNIE HARWOOD, (43) DEBRA SPICE, (44) MARTIN NUNEZ, (45) YOLANDA NUNEZ, (46) FABIAN BITANGA, (47) TERESITA BITANGA, (48) YUKIO K. HARADA, (49) BARBARA A. HARADA, (50) LISA COURTO, (51) BRENT CLARK, (52) MONICA CLARK, (53) GEORGE CISLER, (54) ROSA ACOSTA, (55) SALVADOR NIETO, (56) JACLYN SILVESTRI

1 ensured its ongoing access to the secondary mortgage market by consistently producing quality  
2 mortgages; Countrywide made significant investments in personnel and technology to ensure the  
3 quality of mortgage loan production; Countrywide viewed its pay option mortgages as sound  
4 investment for Countrywide; Countrywide viewed its pay option mortgages as sound financial  
5 management tool for customers; Countrywide or its agents told the Sages that they were  
6 qualified for the loan and assured them that they could afford the payments on it; and  
7 Countrywide told the Sages that their house had appraised high enough, and was worth enough,  
8 to justify a loan in the amount that was provided. Further, the Sages specifically asked the  
9 broker in person and before the closing of the loan if the loan would ever be sold, and the Sages  
10 were told that Countrywide was a very strong company and that Countrywide did not sell their  
11 loans.

12         608. Plaintiffs ROBERT RAMIREZ and HELEN RAMIREZ relied upon statements  
13 which were important in their decision to take a loan from BofA, that BofA would refinance  
14 variable rate mortgage with fixed rate mortgages, and that the Ramirez' house had appraised  
15 high enough, and was worth enough, to justify a loan in the amount that was provided.

16         609. Plaintiffs BOB SHELDON and TANYA SHELDON relied upon statements made  
17 by Countrywide employees named Greg Herman and Cindy Green in Murrieta, California on or  
18 around June, 2005 which were important in their decision to take a loan from Countrywide. The  
19 following are the statements relied upon by the Sheldons: Countrywide was primarily a prime  
20 quality mortgage lender which had avoided the excesses of its competitors; Countrywide  
21 managed credit risk through credit policy, underwriting, quality control and surveillance  
22 activities; Countrywide ensured its continuing access to the mortgage backed securities market  
23 by consistently producing quality mortgages; Countrywide would refinance variable rate  
24 mortgages with fixed rate mortgages; Countrywide ensured its ongoing access to the secondary  
25 mortgage market by consistently producing quality mortgages; Countrywide made significant  
26 investments in personnel and technology to ensure the quality of mortgage loan production;  
27 Countrywide viewed its pay option mortgages as sound financial management tool for  
28 customers; Countrywide or its agents told the Sheldons that they were qualified for the loan and

1 assured them that they could afford the payments on it; and Countrywide told the Sheldons that  
2 their house had appraised high enough, and was worth enough, to justify a loan in the amount  
3 that was provided.

4 610. Plaintiff LANCE HALL relied upon public documents (he read the  
5 annual/quarterly reports online), public statements (he was sent direct mail advertising), and  
6 statements from both a Countrywide employee and broker via telephone conversations, which  
7 were important in his decision to take a loan from Countrywide. The following are the  
8 statements relied upon by Mr. Hall: Countrywide was primarily a prime quality mortgage lender  
9 which had avoided the excesses of its competitors; Countrywide managed credit risk through  
10 credit policy, underwriting, quality control and surveillance activities; Countrywide ensured its  
11 continuing access to the mortgage backed securities market by consistently producing quality  
12 mortgages; Countrywide ensured its ongoing access to the secondary mortgage market by  
13 consistently producing quality mortgages; Countrywide made significant investments in  
14 personnel and technology to ensure the quality of mortgage loan production; Countrywide  
15 viewed its pay option mortgages as sound investment for Countrywide; Countrywide viewed its  
16 pay option mortgages as sound financial management tool for customers; Countrywide or its  
17 agents told Mr. Hall that he was qualified for the loan and assured him that he could afford the  
18 payments on it; and Countrywide told Mr. Hall that his house had appraised high enough, and  
19 was worth enough, to justify a loan in the amount that was provided.

20 611. Plaintiffs MERRIL COLLINS and ERIN COLLINS relied upon statements made  
21 by Countrywide that Countrywide was primarily a prime quality mortgage lender which had  
22 avoided the excesses of its competitors; Countrywide would refinance variable rate mortgages  
23 with fixed rate mortgages; Countrywide viewed its pay option mortgages as sound financial  
24 management tool for customers; that the Collins were assured that they were qualified for the  
25 loan and were assured that they could afford the payments on it; and Countrywide told the  
26 Collins that their house had appraised high enough, and was worth enough, to justify a loan in  
27 the amount that was provided.

28 612. Plaintiffs GERARDO OSEGUERA and KERYN OSEGUERA relied upon

1 statements made by loan officer John Querada at Bryant Equities in Newport Beach, California  
2 on or around September, 2006, and also relied upon public statements in television commercials  
3 in 2007, which were important in their decision to take a loan from Countrywide. The following  
4 are the statements relied upon by the Osegueras: Countrywide was primarily a prime quality  
5 mortgage lender which had avoided the excesses of its competitors; Countrywide managed credit  
6 risk through credit policy, underwriting, quality control and surveillance activities; Countrywide  
7 ensured its continuing access to the mortgage backed securities market by consistently producing  
8 quality mortgages; Countrywide would refinance variable rate mortgages with fixed rate  
9 mortgages; Countrywide ensured its ongoing access to the secondary mortgage market by  
10 consistently producing quality mortgages; Countrywide made significant investments in  
11 personnel and technology to ensure the quality of mortgage loan production; Countrywide  
12 viewed its pay option mortgages as sound investment for Countrywide; Countrywide viewed its  
13 pay option mortgages as sound financial management tool for customers; that the Osegueras  
14 were qualified for the loan and were assured that they could afford the payments on it; and that  
15 the Osegueras were assured that their house had appraised high enough, and was worth enough,  
16 to justify a loan in the amount that was provided. Further, the loan officer also told the  
17 Osegueras that he knew the Countrywide underwriters and told the Osegueras that they would  
18 have no problem getting a loan.

19 613. Plaintiff MARK GENNARO relied upon statements made by loan officer Laurie  
20 Garrick at the BofA Home Loan Branch which were important in his decision to take a loan from  
21 BofA. The following are the statements relied upon by Mr. Gennaro: BofA was primarily a  
22 prime quality mortgage lender which had avoided the excesses of its competitors; BofA would  
23 refinance variable rate mortgages with fixed rate mortgages; BofA ensured its ongoing access to  
24 the secondary mortgage market by consistently producing quality mortgages; that Mr. Gennaro  
25 was qualified for the loan and was assured that he could afford the payments on it; and that Mr.  
26 Gennaro was assured that his house had appraised high enough, and was worth enough, to justify  
27 a loan in the amount that was provided.

28 614. Plaintiffs BRIAN TILLOTSON and DEANNA TILLOTSON relied upon

1 statements made by Bonnie Banba, an escrow agent for Capital Lending on or around January-  
2 February, 2007, which were important in their decision to take a loan from Countrywide. The  
3 following are the statements relied upon by the Tillotsons: The Tillotsons were told that they  
4 qualified for the loan and they were assured that they could afford the payments on it; the  
5 Tillotsons were told their house had appraised high enough, and was worth enough, to justify a  
6 loan in the amount that was provided; and that the Tillotsons were assured that they were well  
7 qualified for both their first and second loans.

8         615. Plaintiffs ROBERT NASSANEY and BETTY CALLAWAY relied upon  
9 statements made by Countrywide which were important in their decision to take a loan from  
10 Countrywide. The following are the statements relied upon by Mr. Nassaney and Mrs.  
11 Callaway: Countrywide was primarily a prime quality mortgage lender which had avoided the  
12 excesses of its competitors; Countrywide managed credit risk through credit policy,  
13 underwriting, quality control and surveillance activities; Countrywide would refinance variable  
14 rate mortgages with fixed rate mortgages; Countrywide made significant investments in  
15 personnel and technology to ensure the quality of mortgage loan production; Countrywide  
16 viewed its pay option mortgages as sound investment for Countrywide; Countrywide viewed its  
17 pay option mortgages as sound financial management tool for customers; Countrywide or its  
18 agents told Mr. Nassaney and Mrs. Callaway that they were qualified for the loan and assured  
19 them that they could afford the payments on it; and Countrywide told Mr. Nassaney and Mrs.  
20 Callaway that their house had appraised high enough, and was worth enough, to justify a loan in  
21 the amount that was provided.

22         616. Plaintiff VINCENT PREE relied upon statements made by a senior loan  
23 consultant, Dave Gubler, on or around December, 2006, and also relied upon public statements  
24 such as the radio on AM 790 in December, 2006, and a Flexpoint Funding Fact Sheet provided  
25 to him, which were important in his decision to take a loan from Countrywide. The following  
26 are the statements relied upon by Mr. Pree: Countrywide was primarily a prime quality mortgage  
27 lender which had avoided the excesses of its competitors; Countrywide managed credit risk  
28 through credit policy, underwriting, quality control and surveillance activities; Countrywide

1 ensured its continuing access to the mortgage backed securities market by consistently producing  
2 quality mortgages; Countrywide would refinance variable rate mortgages with fixed rate  
3 mortgages; Countrywide ensured its ongoing access to the secondary mortgage market by  
4 consistently producing quality mortgages; Countrywide made significant investments in  
5 personnel and technology to ensure the quality of mortgage loan production; Countrywide  
6 viewed its pay option mortgages as sound investment for Countrywide; Countrywide viewed its  
7 pay option mortgages as sound financial management tool for customers; Countrywide or its  
8 agents told Mr. Pree that he was qualified for the loan and assured him that he could afford the  
9 payments on it; and Countrywide told Mr. Pree that his house had appraised high enough, and  
10 was worth enough, to justify a loan in the amount that was provided.

11         617. Plaintiff KATHLEEN MAHONEY relied upon statements made by BofA or their  
12 agents which were important in her decision to take a loan from BofA. The following are the  
13 statements relied upon by Ms. Mahoney: BofA was primarily a prime quality mortgage lender  
14 which had avoided the excesses of its competitors; BofA or its agents told Ms. Mahoney that she  
15 was qualified for the loan and assured her that she could afford the payments on it; and BofA  
16 told Ms. Mahoney that her house had appraised high enough, and was worth enough, to justify a  
17 loan in the amount that was provided.

18         618. Plaintiff STEPHEN NADASDY relied upon statements made by account  
19 executive/senior mortgage broker Massoud Mohabat, an employee of Countrywide on or around  
20 November 2005, April 2006, and again on or around May 2007, which were important in his  
21 decision to take a loan from Countrywide. The following are the statements relied upon by Mr.  
22 Nadasdy: Countrywide was primarily a prime quality mortgage lender which had avoided the  
23 excesses of its competitors; Countrywide managed credit risk through credit policy,  
24 underwriting, quality control and surveillance activities; Countrywide ensured its continuing  
25 access to the mortgage backed securities market by consistently producing quality mortgages;  
26 Countrywide would refinance variable rate mortgages with fixed rate mortgages; Countrywide  
27 made significant investments in personnel and technology to ensure the quality of mortgage loan  
28 production; Countrywide or its agents told Mr. Nadasdy that he was qualified for the loan and

1 assured him that he could afford the payments on it; and Countrywide told Mr. Nadasdy that his  
2 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
3 provided. Mr. Nadasdy was first approached on or around November 2005 to refinance with  
4 Countrywide, and in reliance upon these statements, refinanced on or around April 2006. On or  
5 around May 2007, Mr. Nadasdy was again approached by Countrywide to take out all of his  
6 equity.

7         619. Plaintiff XIAO-YAN GONG relied upon statements made by BofA or its agents  
8 which were important in his decision to take a loan from BofA. The following are the statements  
9 relied upon by Mr. Gong: BofA was primarily a prime quality mortgage lender which had  
10 avoided the excesses of its competitors; BofA ensured its continuing access to the mortgage  
11 backed securities market by consistently producing quality mortgages; BofA would refinance  
12 variable rate mortgages with fixed rate mortgages; and that BofA made significant investments  
13 in personnel and technology to ensure the quality of mortgage loan production.

14         620. Plaintiff SEM LENH relied upon statements made by Countrywide or  
15 its agents which were important in his decision to take a loan from Countrywide. Mr. Lenh  
16 relied upon the statement by Countrywide that he was qualified for the loan and assured him that  
17 he could afford the payments on it.

18         621. Plaintiff ROLAND DAY relied upon statements made by a BofA employee,  
19 assistant vice president Luis Torres, over the phone on or around February-April 2008, which  
20 were important in his decision to take a loan from BofA. Mr. Day relied upon the statements that  
21 BofA would refinance variable rate mortgages with fixed rate mortgages, that BofA told Mr. Day  
22 that he was qualified for the loan and assured him that he could afford the payments on it, and  
23 that BofA told Mr. Day that his house had appraised high enough, and was worth enough, to  
24 justify a loan in the amount that was provided.

25         622. Plaintiffs BARBARA GAUTHIER and MICHAEL GAUTHIER relied upon  
26 statements made by a Countrywide employee, Joe Henshaw, over the phone, and also relied  
27 upon public statements in newspaper articles and television ads about how Countrywide was “an  
28 advanced thinker,” which were important in their decision to take a loan from Countrywide. The



1 following are the statements relied upon by the Gauthiers: Countrywide was primarily a prime  
2 quality mortgage lender which had avoided the excesses of its competitors; Countrywide  
3 managed credit risk through credit policy, underwriting, quality control and surveillance  
4 activities; Countrywide ensured its continuing access to the mortgage backed securities market  
5 by consistently producing quality mortgages; Countrywide would refinance variable rate  
6 mortgages with fixed rate mortgages; Countrywide ensured its ongoing access to the secondary  
7 mortgage market by consistently producing quality mortgages; Countrywide made significant  
8 investments in personnel and technology to ensure the quality of mortgage loan production;  
9 Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
10 Countrywide viewed its pay option mortgages as sound financial management tool for  
11 customers; Countrywide or its agents told the Gauthiers that they were qualified for the loan and  
12 assured them that they could afford the payments on it; and Countrywide told the Gauthiers that  
13 their house had appraised high enough, and was worth enough, to justify a loan in the amount  
14 that was provided.

15 623. Plaintiff CAROLYN H. MARTINO relied upon statements made by loan officer  
16 Robert Bartholome, Strategic Home Loan owner, in Palm Desert, California, which were  
17 important in her decision to take a loan from BofA. The following are the statements relied upon  
18 by Ms. Martino: BofA was primarily a prime quality mortgage lender which had avoided the  
19 excesses of its competitors; BofA managed credit risk through credit policy, underwriting, quality  
20 control and surveillance activities; BofA ensured its continuing access to the mortgage backed  
21 securities market by consistently producing quality mortgages; BofA would refinance variable  
22 rate mortgages with fixed rate mortgages; BofA ensured its ongoing access to the secondary  
23 mortgage market by consistently producing quality mortgages; BofA made significant  
24 investments in personnel and technology to ensure the quality of mortgage loan production;  
25 BofA viewed its pay option mortgages as sound investment for BofA; BofA viewed its pay  
26 option mortgages as sound financial management tool for customers; BofA or its agents told Ms.  
27 Martino that she was qualified for the loan and assured her that she could afford the payments on  
28 it; and BofA told Ms. Martino that her house had appraised high enough, and was worth enough,

1 to justify a loan in the amount that was provided.

2           624. Plaintiffs FRANCISCO FLORES and JUDITH FLORES relied upon statements  
3 made by a home loan consultant, “Bill,” in Temecula, California on or around September 2004,  
4 and also relied upon statements made by Countrywide employees and public statements and  
5 documents in newspaper articles, mail solicitations, television ads, and radio and internet ads and  
6 documents, which were important in their decision to take a loan from Countrywide. The  
7 following are the statements relied upon by the Flores: Countrywide was primarily a prime  
8 quality mortgage lender which had avoided the excesses of its competitors; Countrywide  
9 managed credit risk through credit policy, underwriting, quality control and surveillance  
10 activities; Countrywide ensured its continuing access to the mortgage backed securities market  
11 by consistently producing quality mortgages; Countrywide would refinance variable rate  
12 mortgages with fixed rate mortgages; Countrywide ensured its ongoing access to the secondary  
13 mortgage market by consistently producing quality mortgages; Countrywide made significant  
14 investments in personnel and technology to ensure the quality of mortgage loan production;  
15 Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
16 Countrywide viewed its pay option mortgages as sound financial management tool for  
17 customers; Countrywide or its agents told the Flores that they were qualified for the loan and  
18 assured them that they could afford the payments on it; and Countrywide told the Flores that  
19 their house had appraised high enough, and was worth enough, to justify a loan in the amount  
20 that was provided.

21           625. Plaintiffs HARRY BROWN and PATRICIA BROWN relied upon statements  
22 made by a Countrywide loan officer during the period between 2005 and 2007, and also relied  
23 upon public statements and public documents such as annual reports and 10K reports, internet  
24 documents, and radio, print, and internet advertising, which were important in their decision to  
25 take a loan from Countrywide. The following are the statements relied upon by the Browns:  
26 Countrywide was primarily a prime quality mortgage lender which had avoided the excesses of  
27 its competitors; Countrywide managed credit risk through credit policy, underwriting, quality  
28 control and surveillance activities; Countrywide ensured its continuing access to the mortgage

1 backed securities market by consistently producing quality mortgages; Countrywide would  
2 refinance variable rate mortgages with fixed rate mortgages; Countrywide ensured its ongoing  
3 access to the secondary mortgage market by consistently producing quality mortgages;  
4 Countrywide made significant investments in personnel and technology to ensure the quality of  
5 mortgage loan production; Countrywide viewed its pay option mortgages as sound investment  
6 for Countrywide; Countrywide viewed its pay option mortgages as sound financial management  
7 tool for customers; Countrywide or its agents told the Browns that they were qualified for the  
8 loan and assured them that they could afford the payments on it; and Countrywide told the  
9 Browns that their house had appraised high enough, and was worth enough, to justify a loan in  
10 the amount that was provided.

11         626. Plaintiffs LEE RARICK and MARY RARICK relied upon statements made by  
12 Countrywide employee and loan officer, "R.J.," at the Anaheim sales office in California on or  
13 around February 2007, which were important in their decision to take a loan from Countrywide.  
14 The following are the statements relied upon by the Raricks: Countrywide was primarily a prime  
15 quality mortgage lender which had avoided the excesses of its competitors; Countrywide or its  
16 agents told the Raricks that they were qualified for the loan and assured them that they could  
17 afford the payments on it; and Countrywide told the Raricks that their house had appraised high  
18 enough, and was worth enough, to justify a loan in the amount that was provided.

19         627. Plaintiffs FADI DIAZ and MARTHA DIAZ relied upon statements made by a  
20 Countrywide loan officer, Nancy Osco, and statements made by a realtor, Glenda Farrow, over  
21 the phone on or around April 2006, and also relied upon public statements made by Mozilo on  
22 CNBC, which were important in their decision to take a loan from Countrywide. The following  
23 are the statements relied upon by the Diaz's: Countrywide was primarily a prime quality  
24 mortgage lender which had avoided the excesses of its competitors; Countrywide managed credit  
25 risk through credit policy, underwriting, quality control and surveillance activities; Countrywide  
26 would refinance variable rate mortgages with fixed rate mortgages; Countrywide made  
27 significant investments in personnel and technology to ensure the quality of mortgage loan  
28 production; Countrywide viewed its pay option mortgages as sound investment for Countrywide;

1 Countrywide viewed its pay option mortgages as sound financial management tool for  
2 customers; Countrywide or its agents told the Diaz's that they were qualified for the loan and  
3 assured them that they could afford the payments on it; and Countrywide told the Diaz's that  
4 their house had appraised high enough, and was worth enough, to justify a loan in the amount  
5 that was provided. The Diaz's relied on the statement made by Mozilo that Countrywide was the  
6 best company with the best terms.

7 628. Plaintiffs ANTHONY ALTIERI and ELIZABETH ALTIERI relied upon  
8 statements by a loan broker and public statements such as newspaper articles which were  
9 important in their decision to take a loan from J & R Lending, Inc., which, upon information and  
10 belief, was and is a Countrywide correspondent lender. The following are the statements relied  
11 upon by the Altieris: The lender was primarily a prime quality mortgage lender which had  
12 avoided the excesses of its competitors; The lender managed credit risk through credit policy,  
13 underwriting, quality control and surveillance activities; The lender ensured its continuing access  
14 to the mortgage backed securities market by consistently producing quality mortgages; The  
15 lender would refinance variable rate mortgages with fixed rate mortgages; The lender ensured its  
16 ongoing access to the secondary mortgage market by consistently producing quality mortgages;  
17 The lender made significant investments in personnel and technology to ensure the quality of  
18 mortgage loan production; The lender viewed its pay option mortgages as sound financial  
19 management tool for customers; The lender or its agents told the Altieris that they were qualified  
20 for the loan and assured them that they could afford the payments on it; and the lender told the  
21 Altieris that their house had appraised high enough, and was worth enough, to justify a loan in  
22 the amount that was provided.

23 629. Plaintiffs FREDERICO FERRER and RUSHEL FERRER relied upon statements  
24 made by loan officer Janey S. Arce in Los Angeles, California on or around December 2005,  
25 which were important in their decision to take a loan from M&T Mortgage Corp., which, upon  
26 information and belief, was and is a Countrywide correspondent lender. The following are the  
27 statements relied upon by the Ferrers: The lender or its agents told the Ferrers that they were  
28 qualified for the loan and assured them that they could afford the payments on it; and the lender

1 told the Ferrers that their house had appraised high enough, and was worth enough, to justify a  
2 loan in the amount that was provided.

3         630. Plaintiffs EDMUND MARTINEZ and VIRGINIA BREWER-MARTINEZ relied  
4 upon statements made by Countrywide loan officers Chiquita Dineyanti and Wendy Estrada on  
5 or around January 2007, and also relied upon public statements in newspaper articles, internet  
6 postings, and signage, which were important in their decision to take a loan from Countrywide.  
7 The following are the statements relied upon by the Martinez's: Countrywide was primarily a  
8 prime quality mortgage lender which had avoided the excesses of its competitors; Countrywide  
9 managed credit risk through credit policy, underwriting, quality control and surveillance  
10 activities; Countrywide ensured its continuing access to the mortgage backed securities market  
11 by consistently producing quality mortgages; Countrywide would refinance variable rate  
12 mortgages with fixed rate mortgages; Countrywide ensured its ongoing access to the secondary  
13 mortgage market by consistently producing quality mortgages; Countrywide made significant  
14 investments in personnel and technology to ensure the quality of mortgage loan production;  
15 Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
16 Countrywide viewed its pay option mortgages as sound financial management tool for  
17 customers; Countrywide or its agents told the Martinez's that they were qualified for the loan  
18 and assured them that they could afford the payments on it; and Countrywide told the Martinez's  
19 that their house had appraised high enough, and was worth enough, to justify a loan in the  
20 amount that was provided.

21         631. Plaintiff RODELIO RUTGER relied upon statements made by Countrywide sales  
22 representatives, Tommy Nguyen and Sima Jafarinia, in Anaheim, California on or around 2005,  
23 and also relied upon public statements in television ads, brochures, and signage, which were  
24 important in their decision to take a loan from Countrywide. The following are the statements  
25 relied upon by Mr. Rutger: Countrywide was primarily a prime quality mortgage lender which  
26 had avoided the excesses of its competitors; Countrywide managed credit risk through credit  
27 policy, underwriting, quality control and surveillance activities; Countrywide ensured its  
28 continuing access to the mortgage backed securities market by consistently producing quality

1 mortgages; Countrywide would refinance variable rate mortgages with fixed rate mortgages;  
2 Countrywide ensured its ongoing access to the secondary mortgage market by consistently  
3 producing quality mortgages; Countrywide viewed its pay option mortgages as sound investment  
4 for Countrywide; Countrywide viewed its pay option mortgages as sound financial management  
5 tool for customers; Countrywide or its agents told Mr. Rutger that he was qualified for the loan  
6 and assured him that he could afford the payments on it; and Countrywide told Mr. Rutger that  
7 his house had appraised high enough, and was worth enough, to justify a loan in the amount that  
8 was provided.

9         632. Plaintiff RAQUEL PAGADUAN relied upon statements by mortgage loan officer  
10 Brian Wooley by telephone on or around October 2006, which were important in her decision to  
11 take a loan from National City Mortgage Co. dba Accubanc Mortgage, which, upon information  
12 and belief, was and is a Countrywide correspondent lender. The following are the statements  
13 relied upon by Ms. Pagaduan: The lender would refinance variable rate mortgages with fixed rate  
14 mortgages; The lender or its agents told Ms. Pagaduan that she was qualified for the loan and  
15 assured her that she could afford the payments on it; and the lender told Ms. Pagaduan that her  
16 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
17 provided.

18         633. Plaintiff RONNIE HARWOOD relied upon statements made by real estate broker  
19 vice president Eric Bender, over the phone in San Diego, California on or around May 2007, and  
20 also relied upon public documents and public statements such as print advertising and television  
21 ads, which were important in his decision to take a loan from BofA. The following are the  
22 statements relied upon by Mr. Harwood: BofA was primarily a prime quality mortgage lender  
23 which had avoided the excesses of its competitors; BofA managed credit risk through credit  
24 policy, underwriting, quality control and surveillance activities; BofA ensured its continuing  
25 access to the mortgage backed securities market by consistently producing quality mortgages;  
26 BofA would refinance variable rate mortgages with fixed rate mortgages; BofA ensured its  
27 ongoing access to the secondary mortgage market by consistently producing quality mortgages;  
28 BofA made significant investments in personnel and technology to ensure the quality of

1 mortgage loan production; BofA viewed its pay option mortgages as sound investment for BofA;  
2 BofA viewed its pay option mortgages as sound financial management tool for customers; BofA  
3 or its agents told Mr. Harwood that he was qualified for the loan and assured him that he could  
4 afford the payments on it; and BofA told Mr. Harwood that his house had appraised high enough,  
5 and was worth enough, to justify a loan in the amount that was provided.

6 634. Plaintiff DEBRA SPICE relied upon statements made by a Countrywide loan  
7 officer over the phone on or around September 2007, and also relied upon public statements in  
8 television commercials, brochures, internet articles, and mail advertisements, which were  
9 important in her decision to take a loan from Countrywide. The following are the statements  
10 relied upon by Ms. Spice: Countrywide was primarily a prime quality mortgage lender which  
11 had avoided the excesses of its competitors; Countrywide managed credit risk through credit  
12 policy, underwriting, quality control and surveillance activities; Countrywide ensured its  
13 continuing access to the mortgage backed securities market by consistently producing quality  
14 mortgages; Countrywide made significant investments in personnel and technology to ensure the  
15 quality of mortgage loan production; Countrywide viewed its pay option mortgages as sound  
16 investment for Countrywide; Countrywide viewed its pay option mortgages as sound financial  
17 management tool for customers; Countrywide or its agents told Ms. Spice that she was qualified  
18 for the loan and assured her that she could afford the payments on it; and Countrywide told Ms.  
19 Spice that her house had appraised high enough, and was worth enough, to justify a loan in the  
20 amount that was provided.

21 635. Plaintiffs MARTIN NUNEZ and YOLANDA NUNEZ relied upon statements  
22 which were important in their decision to take a loan from BofA that BofA or its agents told  
23 them that they were qualified for the loan and assured them that they could afford the payments  
24 on it, and that BofA or its agents told them that their house had appraised high enough, and was  
25 worth enough, to justify a loan in the amount that was provided.

26 636. Plaintiffs FABIAN BITANGA and TERESITA BITANGA relied upon public  
27 statements relating to Countrywide on the internet and on television, which were important in  
28 their decision to take a loan from Countrywide. The Bitangas relied upon statements that:

1 Countrywide would refinance variable rate mortgages with fixed rate mortgages; Countrywide  
2 made significant investments in personnel and technology to ensure the quality of mortgage loan  
3 production; Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
4 Countrywide viewed its pay option mortgages as sound financial management tool for  
5 customers; Countrywide or its agents told the Bitangas that they were qualified for the loan and  
6 assured them that they could afford the payments on it; and Countrywide told the Bitangas that  
7 their house had appraised high enough, and was worth enough, to justify a loan in the amount  
8 that was provided.

9 637. Plaintiffs YUKIO K. HARADA and BARBARA A. HARADA relied upon  
10 statements by loan officer Buddy Bullock by telephone on or around September 2005, which  
11 were important in their decision to take a loan from Wilshire Credit/Merrill Lynch, which, upon  
12 information and belief, was and is a BofA correspondent lender. The following are the  
13 statements relied upon by the Haradas: The lender would refinance variable rate mortgages with  
14 fixed rate mortgages; The lender viewed its pay option mortgages as sound investment for the  
15 lender; The lender viewed its pay option mortgages as sound financial management tool for  
16 customers; The lender or its agents told the Haradas that they were qualified for the loan and  
17 assured them that they could afford the payments on it; and the lender told the Haradas that their  
18 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
19 provided.

20 638. Plaintiff LISA COURTO relied upon public statements on the internet, television,  
21 radio, E-trade, and MSN websites for a long period of time prior to obtaining a loan, which were  
22 important in their decision to take a loan from Mortgage Investors Group, which, upon  
23 information and belief, was and is a Countrywide correspondent lender. The following are the  
24 statements relied upon by Ms. Courto: The lender was primarily a prime quality mortgage lender  
25 which had avoided the excesses of its competitors; The lender managed credit risk through credit  
26 policy, underwriting, quality control and surveillance activities; The lender ensured its  
27 continuing access to the mortgage backed securities market by consistently producing quality  
28 mortgages; The lender would refinance variable rate mortgages with fixed rate mortgages; The



1 lender ensured its ongoing access to the secondary mortgage market by consistently producing  
2 quality mortgages; The lender made significant investments in personnel and technology to  
3 ensure the quality of mortgage loan production; The lender viewed its pay option mortgages as  
4 sound investment for the lender; The lender viewed its pay option mortgages as sound financial  
5 management tool for customers; The lender or its agents told Ms. Courto that she was qualified  
6 for the loan and assured her that she could afford the payments on it; and the lender told Ms.  
7 Courto that her house had appraised high enough, and was worth enough, to justify a loan in the  
8 amount that was provided.

9         639. Plaintiffs BRENT CLARK and MONICA CLARK relied upon statements by loan  
10 broker Jason Woods in Huntington Beach, California and also relied on public statements such  
11 as advertisements, which were important in their decision to take a loan from Mortgageit, Inc.,  
12 which, upon information and belief, was and is a Countrywide correspondent lender. The  
13 following are the statements relied upon by the Clarks: The lender was primarily a prime quality  
14 mortgage lender which had avoided the excesses of its competitors; The lender made significant  
15 investments in personnel and technology to ensure the quality of mortgage loan production; The  
16 lender viewed its pay option mortgages as sound financial management tool for customers; The  
17 lender or its agents told the Clarks that they were qualified for the loan and assured them that  
18 they could afford the payments on it; and the lender told the Clarks that their house had  
19 appraised high enough, and was worth enough, to justify a loan in the amount that was provided.

20         640. Plaintiff GEORGE CISLER relied upon statements regarding their lender which  
21 were important in their decision to take a loan from Family Lending Services, Inc., which, upon  
22 information and belief, was and is a Countrywide correspondent lender. The following are the  
23 statements relied upon by Mr. Cisler: The lender was primarily a prime quality mortgage lender  
24 which had avoided the excesses of its competitors; The lender managed credit risk through credit  
25 policy, underwriting, quality control and surveillance activities; The lender ensured its  
26 continuing access to the mortgage backed securities market by consistently producing quality  
27 mortgages; The lender would refinance variable rate mortgages with fixed rate mortgages; The  
28 lender ensured its ongoing access to the secondary mortgage market by consistently producing

1 quality mortgages; The lender made significant investments in personnel and technology to  
2 ensure the quality of mortgage loan production; The lender viewed its pay option mortgages as  
3 sound investment for the lender; The lender viewed its pay option mortgages as sound financial  
4 management tool for customers; The lender or its agents told Mr. Cisler that he was qualified for  
5 the loan and assured him that he could afford the payments on it; and the lender told Mr. Cisler  
6 that his house had appraised high enough, and was worth enough, to justify a loan in the amount  
7 that was provided.

8         641. Plaintiff ROSA ACOSTA relied upon statements made by a Countrywide loan  
9 officer, and public statements relating to Countrywide, which were important in her decision to  
10 take a loan from Countrywide, that: Countrywide was primarily a prime quality mortgage lender  
11 which had avoided the excesses of its competitors; Countrywide managed credit risk through  
12 credit policy, underwriting, quality control and surveillance activities; Countrywide ensured its  
13 continuing access to the mortgage backed securities market by consistently producing quality  
14 mortgages; Countrywide would refinance variable rate mortgages with fixed rate mortgages;  
15 Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
16 Countrywide viewed its pay option mortgages as sound financial management tool for  
17 customers; Countrywide or its agents told Ms. Acosta that she was qualified for the loan and  
18 assured her that she could afford the payments on it; and Countrywide told Ms. Acosta that her  
19 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
20 provided.

21         642. Plaintiff SALVADOR NIETO relied upon statements made by a Countrywide  
22 loan officer, and public statements relating to Countrywide, which were important in his decision  
23 to take a loan from Countrywide, that: Countrywide was primarily a prime quality mortgage  
24 lender which had avoided the excesses of its competitors; Countrywide managed credit risk  
25 through credit policy, underwriting, quality control and surveillance activities; Countrywide  
26 ensured its continuing access to the mortgage backed securities market by consistently producing  
27 quality mortgages; Countrywide would refinance variable rate mortgages with fixed rate  
28 mortgages; Countrywide viewed its pay option mortgages as sound investment for Countrywide;

1 Countrywide viewed its pay option mortgages as sound financial management tool for  
2 customers; Countrywide or its agents told Mr. Nieto that he was qualified for the loan and  
3 assured him that he could afford the payments on it; and Countrywide told Mr. Nieto that his  
4 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
5 provided.

6 643. Plaintiff JACLYN SILVESTRI relied upon statements made by loan officers  
7 “Scott” and “Andy” at Countrywide in San Diego, California on or around March-April 2006,  
8 and also relied upon public documents such as Countrywide’s annual reports from 2002-2008,  
9 and public statements, which were important in her decision to take a loan from Countrywide.  
10 The following are the statements relied upon by Ms. Silvestri: Countrywide was primarily a  
11 prime quality mortgage lender which had avoided the excesses of its competitors; Countrywide  
12 managed credit risk through credit policy, underwriting, quality control and surveillance  
13 activities; Countrywide ensured its continuing access to the mortgage backed securities market  
14 by consistently producing quality mortgages; Countrywide would refinance variable rate  
15 mortgages with fixed rate mortgages; Countrywide ensured its ongoing access to the secondary  
16 mortgage market by consistently producing quality mortgages; Countrywide made significant  
17 investments in personnel and technology to ensure the quality of mortgage loan production;  
18 Countrywide viewed its pay option mortgages as sound investment for Countrywide;  
19 Countrywide viewed its pay option mortgages as sound financial management tool for  
20 customers; Countrywide or its agents told Ms. Silvestri that she was qualified for the loan and  
21 assured her that she could afford the payments on it; and Countrywide told Ms. Silvestri that her  
22 house had appraised high enough, and was worth enough, to justify a loan in the amount that was  
23 provided. Ms. Silvestri was urged by the loan officers to refinance even though she was not  
24 comfortable with the high ARM payment. The loan officers said that it is just a two year ARM  
25 and would give Ms. Silvestri time to improve her credit and that she should refinance against at a  
26 lower rate when the payment was up for a rate adjustment after those two years. Ms. Silvestri  
27 had used Countrywide for almost 30 years with no reason to doubt the loan officers’ suggestions.

28 644. As Plaintiffs’ counsel continues to survey Plaintiffs and collect information

1 regarding their reliance upon Defendants' misrepresentations, Plaintiffs will seek leave to amend  
2 to allege such supplemental allegations.

3         645. The campaign of misinformation described above under "GENERAL FACTS"  
4 and in the First Cause of Action was intended to be repeated and broadly disseminated through  
5 the media, analyst reports and individual communications, and it was. It was intended to become  
6 part of the well-understood "givens" among homeowners and prospective homeowners seeking  
7 mortgages, and it was. The campaign of disinformation and the manifestation of that campaign  
8 described in the preceding paragraphs of this Second Cause of Action succeeded. Plaintiffs  
9 relied upon the misrepresentations and entered into mortgages with Countrywide Defendants.

10         646. The misrepresentations were made with the intention that Plaintiffs rely thereon.  
11 It was important to Countrywide that Plaintiffs rely on its misrepresentations so that Plaintiffs  
12 would come to a false understanding as to the nature of Countrywide's business. The foregoing  
13 misrepresentations were specifically intended to convince Plaintiffs to take mortgages from  
14 Countrywide Defendants.

15         647. By reason of Countrywide's prominence and campaign of deception as to its  
16 business plans and the relationship of trust developed between each of the Defendants and  
17 Plaintiffs, Plaintiffs were justified in relying upon Defendants' representations.

18         648. Granada Network met with Mozilo and other representatives of the Countrywide  
19 Defendants to plan and implement the scheme described herein. The Granada Network  
20 participated in developing the misrepresentations to borrowers, including Plaintiffs herein and to  
21 investors. They shared in the financial benefits of the scheme and ratified and approved of the  
22 material steps therefore taken by the other Defendants. Conversely, the Countrywide Defendants  
23 approved of, ratified and shared in the fees and other revenue received by the Granada Network  
24 arising from its participation in the scheme.

25         649. As a result of relying upon the foregoing misrepresentations, each Plaintiff  
26 entered into a mortgage contract with Countrywide Defendants.

27         650. In fact, the appraisals were inflated. Countrywide did not utilize quality  
28 underwriting processes. Countrywide's financial condition was not sound, but was a house of

1 cards ready to collapse, as Countrywide well knew, but Plaintiffs did not. Further, Plaintiffs'  
2 mortgages were not refinanced with fixed rate mortgages and Countrywide ever intended that  
3 they would be.

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

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

11 653. Plaintiffs' reliance on the misrepresentations of the Countrywide Defendants'  
12 appraisers, all directed and ratified by the Countrywide Defendants, was a substantial factor in  
13 causing Plaintiffs' harm.

14 654. BofA and the Countrywide Defendants represented to multiple Plaintiffs that they  
15 would be assisted by Defendants in a loan modification. As described herein, that representation  
16 was false. Defendants knew that representation was false when they made it.

17 655. Because of new laws pertaining to loan modifications and Defendants' insistence  
18 that they had a genuine interest in complying therewith and in keeping borrowers in their homes,  
19 Plaintiffs reasonably relied on the representations.

20 656. By delaying Plaintiffs from pursuing their rights and by increasing Plaintiffs'  
21 costs and the continuing erosion of each Plaintiff's credit rating, each Plaintiff's reliance harmed  
22 that Plaintiff.

23 657. Without limiting the damages as described elsewhere in this Complaint, Plaintiffs  
24 damages arising from the matters complained of in this Cause of Action also include loss of  
25 equity in their houses, costs and expenses related to protecting themselves, reduced credit scores,  
26 unavailability of credit, increased costs of credit, reduced availability of goods and services tied  
27 to credit ratings, increased costs of those services, as well as fees and costs, including, without  
28 limitation, attorneys' fees and costs.

658. Plaintiffs' reliance on the representations made by BofA and Countrywide Defendants was a substantial factor in causing Plaintiffs' harm.

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

### THIRD CAUSE OF ACTION

*(Negligent Misrepresentation – Against All Defendants – By the 56 Plaintiffs  
Listed in Footnote 5 Below<sup>5</sup>)*

660. Plaintiffs incorporate all preceding paragraphs of the Complaint and the paragraphs of the subsequent causes of action as though fully set forth herein.

661. Although the BofA, Countrywide Defendants, and members of the Granada Network may have reasonably believed some or all of the representations they made, described in this Complaint, were true, none of them had reasonable grounds for believing such representations to be true at the time: (1) the representations were instructed to be made, as to those Defendants instructing others to make representations, or (2) at the time the representations were made, as to those Defendants making representations and those Defendants instructing

5 (1) GARRY SAGE, (2) JUDY SAGE, (3) ROBERT RAMIREZ, (4) HELEN RAMIREZ, (5) BOB SHELDON, (6) TANYA SHELDON, (7) LANCE HALL, (8) MERRIL COLLINS, (9) ERIN COLLINS, (10) GERARDO OSEGUERA, (11) KERYN OSEGUERA, (12) MARK GENNARO, (13) BRIAN TILLOTSON, (14) DEANNA TILLOTSON, (15) ROBERT NASSANEY, (16) BETTY CALLAWAY, (17) VINCENT PREE, (18) KATHLEEN MAHONEY, (19) STEPHEN NADASDY, (20) XIAO-YAN GONG, (21) SEM LENH, (22) ROWLAND DAY, (23) BARBARA GAUTHIER, (24) MICHAEL GAUTHIER, (25) CAROLYN H. MARTINO, (26) FRANCISCO FLORES, (27) JUDITH FLORES, (28) HARRY BROWN, (29) PATRICIA BROWN, (30) LEE RARICK, (31) MARY RARICK, (32) FADI DIAZ, (33) MARTHA DIAZ, (34) ANTHONY ALTIERI, (35) ELIZABETH ALTIERI, (36) FREDERICO FERRER, (37) RUSHEL FERRER, (38) EDMUND MARTINEZ, (39) VIRGINIA BREWER-MARTINEZ, (40) RODELIO RUTGER, (41) RAQUEL PAGADUAN, (42) RONNIE HARWOOD, (43) DEBRA SPICE, (44) MARTIN NUNEZ, (45) YOLANDA NUNEZ, (46) FABIAN BITANGA, (47) TERESITA BITANGA, (48) YUKIO K. HARADA, (49) BARBARA A. HARADA, (50) LISA COURTO, (51) BRENT CLARK, (52) MONICA CLARK, (53) GEORGE CISLER, (54) ROSA ACOSTA, (55) SALVADOR NIETO, (56) JACLYN SILVESTRI

1 others to make the representations, or (3) at the time the representations were otherwise ratified  
2 by the Countrywide Defendants.

3 662. Such representations, fully set forth in the Second Cause of Action and previous  
4 sections of this Complaint, were not true.

5 663. BofA, the Countrywide Defendants and Granada Network intended that Plaintiffs  
6 rely upon those misrepresentations.

7 664. As described herein, Plaintiffs reasonably relied on those representations.

8 665. By reason of Countrywide's prominence and campaign of deception as to its  
9 business plans and the relationship of trust developed between each of the Defendants and  
10 Plaintiffs, Plaintiffs were justified in relying upon Defendants' representations.

11 666. As a result of relying upon the foregoing misrepresentations, each Plaintiff  
12 entered into a mortgage contract with a Countrywide Defendant.

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

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

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

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 ***(By All Plaintiffs – Unfair Competition – Against All Bank Defendants)***

3 670. Plaintiffs incorporate all preceding paragraphs of the Complaint and the  
4 paragraphs of the subsequent causes of action as though fully set forth herein.

5 671. Defendants' actions in implementing and perpetrating their fraudulent scheme of  
6 inducing Plaintiffs to accept mortgages for which they were not qualified based on inflated  
7 property valuations and undisclosed disregard of their own underwriting standards and the sale  
8 of overpriced collateralized mortgage pools, all the while knowing that the plan would crash and  
9 burn, taking the Plaintiffs down and costing them the equity in their homes and other damages,  
10 violates numerous federal and state statutes and common law protections enacted for consumer  
11 protection, privacy, trade disclosure, and fair trade and commerce.

12 672. The Defendants perpetrated their fraudulent scheme of selling off overpriced  
13 loans by making willful and inaccurate credit disclosures regarding Defendants' borrowers,  
14 including Plaintiffs, to third parties. This false credit disclosure was critical to the success of  
15 Defendants' continued sales of the massive pools of mortgage loans necessary to perpetuate the  
16 scheme. The Defendants were aware that if the true credit profiles of the borrowers and the  
17 values of their real estate were accurately disclosed, the massive fraudulent scheme would end.  
18 As a result, the Defendants repeated, reinforced and embellished their false disclosures.

19 673. The Defendants knew the borrowers' credit was inadequate to support continued  
20 loan payments, absent unsustainable inflation of property values. These pervasive false credit  
21 disclosures to third parties (including purchasers of bundled mortgage pools created by the  
22 Defendants) constituted false credit reports in violation of the Fair Credit Reporting Act, 15  
23 U.S.C. §§ 1681 *et seq.*, and these pervasive false disclosures permitted the Defendants to  
24 continue their scheme and victimize the Plaintiffs.

25 674. These pervasive false disclosures also caused the bubble to burst. Once it became  
26 known that some of the information provided by Defendants was false, the market for the sale of  
27 bundled loans dried up. The Defendants began to issue foreclosure notices, property values  
28 began dropping, and then, under the weight of *deflation* in a market that requires *inflation*, the



1 equity investments made by Plaintiffs and others in their homes was lost . . . and then Plaintiffs  
2 were lost in the greatest economic recession since the 1930s.

3 675. As alleged by the SEC, this fraud also violated Federal law, including, without  
4 limitation, the antifraud provisions and insider provisions of the Securities Act of 1933  
5 (“*Securities Act*”) and the Securities Exchange Act of 1935 (“*Exchange Act*”) including, without  
6 limitation:

- 7 a. Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a), by engaging conduct  
8 which acted as a fraud on the purchaser of securities based on collateralized  
9 mortgage pools;
- 10 b. Section 10(b) of the Securities Act and Rule 10b-5 thereunder, 15 U.S.C. §  
11 78j(b) and 17 C.F.R. 240.10b-5, by making untrue statements of material fact  
12 and omitting to state material facts necessary in order to make the statements  
13 made, in the light of the circumstances under which they were made, not  
14 misleading and/or otherwise engaging in acts, practices, or courses of business  
15 which operated as a fraud or deceit upon purchasers of securities based on  
16 collateralized mortgage pools; and
- 17 c. Section 13(a) of the Securities Exchange Act and Rules 12b-20, 13a-1 and  
18 13a-3 thereunder, 15 U.S.C. § 78t(e), by filing with the SEC false information  
19 for the fiscal years 2005 through 2007.

20 676. The foregoing violations were in furtherance of the fraud perpetrated on Plaintiffs.  
21 In fact, Defendants could not have told the truth in their public filings without that truth  
22 becoming known to Plaintiffs. Conversely, the false filings gave additional credence and support  
23 to omissions, concealment, promises and inducements.

24 677. Defendants violated the Patriot Act as described above by failing to adequately  
25 identify the source of funds used to fund mortgages and fund the securitization pools that  
26 purchased mortgages.

27 678. Defendants further violated by Patriot Act by failing to adopt procedures required  
28 thereunder as to the sources of funds and record-keeping pertaining thereto.

1           679. Defendants further violated the Patriot Act by failing to timely and accurately  
2 provide the disclosures required under the Patriot Act pertaining to its sources of funds, thereby  
3 depriving Plaintiffs and others of information pertaining possibly money laundering.

4           680. Defendants violated TILA by failing to provide to Plaintiffs timely and accurate  
5 notifications regarding the owners of their mortgages.

6           681. Defendants violated California common law by pursuing foreclosures through  
7 mere nominees, such as MERS, and without proof they owned the notes and deeds of trust  
8 underlying their foreclosure actions.

9           682. While processing the home loans of each Plaintiff herein, the Countrywide  
10 Defendants and other Defendants came into possession, custody and control of their Private  
11 Information.

12           683. The guarantee of privacy granted to each Californian is a special personal and  
13 property right. Other states may accord privacy rights by way of statute, or otherwise, but the  
14 privacy right in California is a unique, fundamental, Constitutional, and *inalienable* right that is  
15 also a protectable property interest. The privacy right granted by the California Constitution  
16 necessarily includes protection from the release of the Private Information.

17           684. The Countrywide Defendants acknowledge and admit that their agents and/or  
18 employees disclosed the Private Information of Plaintiffs to outside persons.

19           685. This Private Information of Plaintiffs was sold or otherwise disclosed to third  
20 parties without Plaintiffs' consent, further violating Article I, § 1 of the California Constitution  
21 and the California Financial Information Privacy Act.

22           686. The Private Information was disclosed and then used unlawfully and fraudulently  
23 to apply for and receive multiple credit cards, charge accounts, and other credit from businesses  
24 in the mistaken belief that they were dealing with a Plaintiff, and not with an identity thief.

25           687. These undeniable disclosures by the Defendants of nonpublic personal  
26 information of the Plaintiffs and others also violated the Gramm-Leach-Bliley Act, 15 U.S.C. §§  
27 6801 *et seq.*

28           688. By violating Plaintiffs' right to privacy and by misappropriating nonpublic

1 personal information for their own use, the Defendants thus wrongfully took each Plaintiff's  
2 property interest in his or her Private Information and privacy, injuring each Plaintiff, and, as a  
3 result, Plaintiffs are eligible for restitution because the Defendants wrongfully acquired the  
4 property in which Plaintiffs had an ownership or vested interest.

5 689. The forgoing fraudulent concealment, material misstatements, and the intentional  
6 violations of state and federal statutes cited herein constitute unlawful, unfair and fraudulent  
7 business acts or practices and so constitute unfair business practices within the meaning of the  
8 California Unfair Practices Act, Cal. Bus. & Prof. Code §§ 17200, 17500. Sections 17200 *et seq.*  
9 of the California Business & Professions Code provides, in the disjunctive, for liability in the  
10 event of any such "unlawful, unfair or fraudulent business act or practice."

11 690. The violations described herein are unlawful, in that they violate *inter alia* Article  
12 I, § 1 of the California Constitution, the California Financial Information Privacy Act, Cal. Civil  
13 Code §§ 1798.80-84, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act and the  
14 Federal laws described herein. These violations are the basis for liability under § 17200 of the  
15 Business and Professions Code, as is the unlawful and fraudulent activity described herein.

16 691. The actions described herein are unfair and patently fraudulent in that they were  
17 conducted for the sole purpose of perpetuating an unlawful and unsustainable investment  
18 scheme.

19 692. As a result of the actions, concealment and deceit described herein, each of the  
20 Plaintiffs has suffered material financial injury in fact, including as described elsewhere in this  
21 Complaint, loss of equity in their houses, costs and expenses related to protecting themselves,  
22 reduced credit scores, unavailability of credit, increased costs of credit, reduced availability of  
23 goods and services tied to credit ratings, increased costs of those services, as well as fees and  
24 costs, including, without limitation, attorneys' fees and costs.

25 693. As a further result of the actions, concealment and deceit described herein, each  
26 of the Plaintiffs has lost money or property as a result of such unfair competition, including the  
27 loss of Plaintiffs' property interest in their Private Information as a result of the unconscionable  
28 invasion of privacy and misappropriation of nonpublic personal information.

1           694. California Civil Code § 2923.5 requires that each mortgagee, trustee, beneficiary,  
2 or authorized agent may not file a notice of default pursuant to California Civil Code § 2924  
3 until 30 days after initial contact is made as required therein, or 30 days after satisfying the due  
4 diligence requirements to contact the mortgage described therein. Defendants violated the  
5 foregoing law by causing a notice of default to be filed against Plaintiffs without the mandatory  
6 notice. Defendants did not diligently endeavor to contact the Plaintiffs as required by §  
7 2923.5(g) and Defendants thereby also violated California Civil Code §§ 2923.5 and 2924.

8           695. As a result of the foregoing unlawful conduct, Plaintiffs suffered further injury in  
9 fact by the filing of notices of default and as such the Plaintiffs suffered monetary and property  
10 loss. Such injuries and loss included diminished credit scores with a concomitant increase in  
11 borrowing costs and diminished access to credit, fees and costs, including, without limitation,  
12 attorneys' fees and costs with respect to wrongful notices of default and loss of some or all of the  
13 benefits appurtenant to the ownership and possession of real property.

14           696. The foregoing unlawful activities were pervasive and violate Business and  
15 Professions Code § 17200 *et seq.*

16           697. As a result of Defendants' unfair competition, Plaintiffs are entitled to restitution  
17 for all sums received by Defendants with respect to Defendants' unlawful and/or unfair and/or  
18 fraudulent conduct, including, without limitation, interest payments made by Plaintiffs, fees paid  
19 to Defendants, including, without limitation, the excessive fees paid at Defendants' direction as  
20 alleged by the FTC, and premiums received upon selling the mortgages at an inflated value.

21           698. Plaintiffs are also entitled to the issuance of a temporary restraining order, a  
22 preliminary injunction, and a permanent injunction restraining and enjoining Defendants from  
23 any further concealment with respect to the sale of notes and mortgages, any further violation of  
24 § 2923.5, any further violation of Article I, § 1 of the California Constitution, the California  
25 Financial Information Privacy Act, Cal. Civil Code § 1798.82, the Fair Credit Reporting Act, and  
26 the Gramm-Leach-Bliley Act, and any further disclosure or use of the Private Information, other  
27 than as intended by the Plaintiffs.  
28

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

## FIFTH CAUSE OF ACTION

(By Plaintiffs O'ROURKE, SZILLINSKY, ROJAS, VEROSTEK and ROGERS, JONES,

***M.SANCHEZ and MECOM – Wrongful Foreclosure, Violation of Cal.***

***Civil Code § 2924 –Against All Defendants)***

700. The preceding paragraphs and the paragraphs following this cause of action are incorporated by reference as though fully set forth herein.

701. Defendants have already foreclosed upon the following property owned by the following Plaintiffs:

- a. Teri O'Rourke and Gerald Szillinsky  
3940 Grove Street  
Cambria, CA 93428  
[February 8, 2011]

- b. Darleen Reddy  
17939 Timber View Drive  
Riverside, CA 92504  
[February 10, 2011]

- c. Mark Rojas  
10300 4<sup>th</sup> Avenue  
Hesperia, CA 92345  
[February 16, 2011]

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- d. Paul Verostek  
245 Blossom Way  
Oceanside, CA 92058  
[February 22, 2011]

- e. Wand Rogers  
49275 Via Bolero  
La Quinta, CA 92253  
[March 2, 2011]

1 f. Stephen Jones  
2 1634 Vista Luna  
3 San Clemente, CA 92673  
4 [May 2, 2011]

5 g. Maria Sanchez  
6 1632 Matson Drive  
7 San Jose, CA 95124  
8 [May 2, 2011]

9 h. Thomas Mecom  
10 2025 Wildhorse Lane  
11 Big Bear, CA 92314  
12 [May 4, 2011]

13 702. Because Defendants are not the holders of the notes and deeds of trust and are not  
14 operating under a valid power from the current holders of the notes and deeds of trust,  
15 Defendants did not have the right to proceed with the foregoing foreclosures.

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

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

705. Though in California, the assignment of a note generally carries with it an  
assignment of the mortgage (Civ. Code § 2936), it is still required in California that the holder of

1 the note or a person operating with authority from that holder be the foreclosing party and that  
2 the mortgage not have been assigned away from that note.

3 706. Defendants no longer own the notes it originated and there is just no way of  
4 knowing who now owns the Plaintiffs' mortgages because the Defendants do not know who  
5 owns these mortgages. Indeed, the Defendants do not know where it is that they obtained their  
6 alleged rights to collect money from Plaintiffs thereunder.

7 707. Once separated from the note, the trust deed is unenforceable and of no legal  
8 value. For negotiable instruments payable to an identified person, such as a lender, a holder is  
9 generally recognized as the payee or one to whom the negotiable instrument has been negotiated.  
10 This requires transfer of possession and endorsement by the prior holder. (Com. Code § 3-201).  
11 Unless the parties otherwise provide, the mortgage follows the note. (Civ. Code § 2936; see also  
12 *Carpenter v. Longan* (1872) 83 U.S. 271, 275).

13 708. Civil Code § 2936 provides: "the assignment of a debt secured by mortgage  
14 carries with it the security." Defendants have no evidence that they own the notes or have any  
15 power to enforce them from the rightful owners.

16 709. As described above, there is compelling evidence that Defendants are violating  
17 TILA and the Patriot Act by failing to provide required information as to the owners of the notes  
18 and deeds of trust and the sources of funds used to provide their mortgages and/or acquire their  
19 mortgages.

20 710. Foreclosure was wrongful for each of the following reasons, independent of any  
21 of the other following reasons: (1) because Plaintiff's mortgage was obtained through  
22 concealment and/or misrepresentation; (2) because Defendants do not own the note and do not  
23 have a power of attorney with respect to the note; (3) because the note and deed of trust have  
24 become separated; (4) because Defendants do not own the deed of trust and do not have a power  
25 of attorney with respect to the deed of trust; (5) because Defendants cannot surmount their  
26 burden of demonstrating they own the note or have a power of attorney with respect thereto; and  
27 (6) because Defendants cannot surmount their burden of demonstrating they own the deed of  
28 trust or have a power of attorney with respect thereto.

711. As a result of the foreclosures, Plaintiff was dispossessed of Plaintiff's property and put to the expense of relocating and securing alternative properties. Plaintiff was further dispossessed of the value of Plaintiff's home and the potential appreciation thereof.

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

### **PRAYER FOR RELIEF**

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

1. General, special and exemplary damages according to proof under the First, Second, Third, and Fifth Causes of Action;
2. Statutory relief according to proof under the Fourth Cause of Action;
3. Restitution according to proof under the Fifth Cause of Action;
4. Temporary, preliminary, and permanent injunctive relief under the Fourth and Fifth Causes of Action;
5. On all causes of action, for costs of suit herein;
6. On all causes of action, for pre- and post-judgment interest;
7. On all causes of action for which attorney's fees may be awarded pursuant to the governing contract, by statute or otherwise, reasonable attorney's fees;

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1           8.       On all causes of action, for such other and further relied as this Court may deem  
2 just and proper, provided that this prayer for relief shall be deemed to be conformed to avoid  
3 there being 100 or more plaintiffs with claims or amounts in controversy that would, as to them.  
4 equal or exceed the jurisdictional amount for federal jurisdiction under 28 U.S.C. § 1332(a).

5  
6 Dated: May 16, 2011

Respectfully submitted,

7                   **BROOKSTONE LAW, PC**  
8                   VITO TORCHIA, JR.  
9                   DERON M. COLBY  
10                  AALOK SIKAND

11 By:

  
Vito Torchia, Jr.  
Attorneys for Plaintiffs

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