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UNLAWFUL DETAINER
 ECONOMIC
 STANDARD
 UNINSURED MOTORIST
 TRACT COORD TO NOTIFY

READ THE VENTURA COUNTY
LOCAL RULES THAT GOVERN
COMPLIANCE WITH FAST TRACT

ASSIGNED COURT 40

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MAR 15 2010

V. PONS

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF VENTURA**

PAUL JACKSON, an individual; JOSEPH
CINA, an individual; BART MURRAY, an
individual; TRACEY HAMPTON, an
individual; CHARLES WHITTAKER, an
individual; MICHAEL DAVIS, an individual;
ROGER FRENSTERMACHER, an individual;
CARLOS GUERRERO, an individual;
DENNIS KEMP, an individual; EVELYN
IRVING, an individual; RUPERT WAGER, an
individual; CATHERINE MARTINEZ, an
individual; EDWIN DAVIS, an individual;
TERESA O'CONNOR, an individual;
ROBERT MARTIN, an individual; JULIE
HANSEN GRAHAM, an individual;
Plaintiffs,

v.

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

CASE NO. 50-200-00309001-CN-
MT-VTA

CLASS ACTION
COMPLAINT FOR:

1. INVASION OF PRIVACY
(DAMAGES FOR VIOLATIONS OF
ARTICLE 1, SECTION 1 OF THE
CALIFORNIA CONSTITUTION).

[JURY TRIAL DEMANDED.]

1
2 COMES NOW, Plaintiffs, for causes of action against defendants, and each of them,
3 Plaintiff hereby files this Complaint and alleges as follows:
4

5 **PRELIMINARY STATEMENT**

- 6 1. Plaintiffs bring this class action on behalf of the thousands, ten of thousands, or
7 millions of customers who were damaged by Defendants' wrongful taking and then
8 using Plaintiffs' personal financial information. Defendants have admitted that they
9 violated Article 1, Section 1, of the Constitution of the State of California.
10 2. Article 1, Section 1, of the California Constitution provides as follows:

11 All people are by nature free and independent and have inalienable rights.
12 Among these are enjoying and defending life and liberty, acquiring,
13 possessing, and protecting property, and pursuing and obtaining safety,
14 happiness, and privacy.
15

16 **JURISDICTION AND VENUE**

- 17 3. This Court has jurisdiction over the causes of action asserted herein because the
18 wrongful actions complained of herein arose in the State of California, and in Ventura
19 and other Counties. The Defendants, and each of them, have conducted business in
20 Ventura County, and continue to have a presence and minimum contacts in Ventura
21 County.
22

23 **CLASS ACTION ALLEGATIONS**

- 24
25 4. Plaintiffs bring this case on their own behalf and as a class action, pursuant to the
26 California Code of Civil Procedure Section 382, on behalf of all customer/borrowers
27 of Defendants who were victims of the identity theft and subjected to the Defendants'
28

1 wrongful dissemination and disclosure of personal financial information in violation
2 of Article 1, Section 1, of the California Constitution.

3 5. This action is properly maintainable as a class action.

4 6. The Class is so numerous that joinder of all members is impracticable.

5 7. There are questions of law and fact that are common to the Class and that
6 predominate over questions affecting any individual class member. The common
7 questions include, *inter alia*, the following:

8 ■ Whether Defendants, and each of them, disseminated personal financial
9 information (an undisputed fact already conceded);

10 ■ Whether the dissemination of personal financial information was merely a
11 violation of Article 1, Section 1, of the California Constitution, or a
12 violation of other statutes or laws;

13 ■ Whether the dissemination was intended as a plan or scheme, or was
14 unintentional;

15 ■ Whether any of the Defendants was simply aiding and abetting, rather than
16 an architect of the plan to disseminate the personal information

- 17
- 18 8. Plaintiffs are committed to prosecuting the action and have retained competent
19 counsel experienced in litigation of this nature. Plaintiffs' claims are typical of the
20 claims of the other members of the Class and Plaintiffs have the same interests as the
21 other members of the Class. Plaintiffs are an adequate representation of the Class.
- 22 9. The prosecution of separate actions by individual members of the Class would create
23 the risk of inconsistent or varying adjudications with respect to individual members of
24 the Class, which would establish incompatible standards of conduct for Defendants,
25 or adjudication with respect to individual members of the Class, which would as a
26 practical matter be dispositive of the interests of the other members not parties to the
27 adjudications or substantially impair or impede their ability to protect their interests.
28

1 10. The Defendants have acted, or refuse to act, on grounds generally applicable to, and
2 causing injury to, the Class; therefore, relief on behalf of the Class as a whole is
3 appropriate.
4

5 **CHARGING ALLEGATIONS**

6 11. Beginning in 2008 – *coincidentally after they sold their mortgage portfolios under*
7 *wrongful and fraudulent “securitization pools,” and coincidentally after their*
8 *mortgage portfolio went into massive default as a result thereof* – Countrywide
9 learned that the financial information of potentially millions of customers had been
10 stolen by certain Countrywide agents, employees, or other individuals. These
11 individuals were then found to have sold the customer/borrowers’ personal
12 information to third party identity theft experts.

13 12. In response thereto, Countrywide delayed several months before informing their
14 customers. Finally, Countrywide informed only certain of their customers by letter
15 and offered in settlement to refer the customer/borrowers to counseling when it was
16 Countrywide that needed to review and repair its internal procedures and it was
17 Countrywide that needed to repair damages done to the credit of its customers.

18 13. As a result of these “coincidences,” those Countrywide customer/borrowers who had
19 their identities stolen or their financial information sold to thieves, had a high risk of
20 identity theft.

21 14. As a direct and proximate result of the Defendants’ breach of privacy of their
22 customer/borrowers – including Plaintiffs herein- certain of Plaintiffs identities have
23 been stolen or compromised, their credit histories acquired over, in some cases,
24 decades, have been shattered, and Plaintiffs have been unable to obtain loans or
25 extensions of credit for business, for home, for personal, and for real estate
26 refinancing uses.

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1 15. As a proximate and foreseeable result of the foregoing breaches of security by
2 Defendants, and each of them, Plaintiffs have been damaged in the sum of at least 20
3 Million Dollars.

4 16. Plaintiffs are informed and believe that Defendants' conduct in covering up and
5 concealing the theft of private information – and in not complying with law in
6 repairing the damages caused thereby – was intentional and done by Defendants to
7 gain time and money to extricate Defendants from the financial distress Defendants
8 had created through their unlawful securitization financing. Accordingly, Plaintiffs
9 are entitled to an award of exemplary and punitive damages according to proof.
10

11 **PARTIES**
12

13 17. Plaintiff PAUL JACKSON is an individual residing in the State of California,
14 who borrowed money from Countrywide (as defined below) – secured by a deed of trust on
15 her California primary residence – between the dates beginning on January 1, 2003 and
16 ending on December 31, 2007.

17 18. Plaintiff JOSEPH CINA is an individual residing in the State of California,
18 who borrowed money from Countrywide (as defined below) – secured by a deed of trust on
19 her California primary residence – between the dates beginning on January 1, 2003 and
20 ending on December 31, 2007.

21 19. Plaintiff TRACEY HAMPTON is an individual residing in the State of
22 California, who borrowed money from Countrywide (as defined below) – secured by a deed
23 of trust on her California primary residence – between the dates beginning on January 1,
24 2003 and ending on December 31, 2007.

25 20. Plaintiff BART MURRAY is an individual residing in the State of California,
26 who borrowed money from Countrywide (as defined below) – secured by a deed of trust on
27 her California primary residence – between the dates beginning on January 1, 2003 and
28 ending on December 31, 2007.

1 21. Plaintiff CHARLES WHITAKER is an individual residing in the State of
2 California, who borrowed money from Countrywide (as defined below) – secured by a deed
3 of trust on his California primary residence – between the dates beginning on January 1,
4 2003 and ending on December 31, 2007.

5 22. Plaintiff MICHAEL DAVIS is an individual residing in the State of
6 California, who borrowed money from Countrywide (as defined below) – secured by a deed
7 of trust on his California primary residence – between the dates beginning on January 1,
8 2003 and ending on December 31, 2007.

9 23. Plaintiff ROGER FRENSTERMACHER is an individual residing in the State
10 of California, who borrowed money from Countrywide (as defined below) – secured by a
11 deed of trust on her California primary residence – between the dates beginning on January
12 1, 2003 and ending on December 31, 2007.

13 24. Plaintiff CARLOS GUERRERO is an individual residing in the State of
14 California, who borrowed money from Countrywide (as defined below) – secured by a deed
15 of trust on his California primary residence – between the dates beginning on January 1,
16 2003 and ending on December 31, 2007.

17 25. Plaintiff DENNIS KEMP is an individual residing in the State of California,
18 who borrowed money from Countrywide (as defined below) – secured by a deed of trust on
19 her California primary residence – between the dates beginning on January 1, 2003 and
20 ending on December 31, 2007.

21 26. Plaintiff EVELYN IRVING is an individual residing in the State of
22 California, who borrowed money from Countrywide (as defined below) – secured by a deed
23 of trust on his California primary residence – between the dates beginning on January 1,
24 2003 and ending on December 31, 2007.

25 27. Plaintiff RUPERT WAGER is an individual residing in the State of California,
26 who borrowed money from Countrywide (as defined below) – secured by a deed of trust on
27 her California primary residence – between the dates beginning on January 1, 2003 and
28 ending on December 31, 2007.

1 28. Plaintiff CATHERINE MARTINEZ is an individuals residing in the State of
2 California, who borrowed money from Countrywide (as defined below) – secured by a deed
3 of her California primary residence – between the dates beginning on January 1, 2003 and
4 ending on December 31, 2007.

5 29. Plaintiff EDWIN DAVIS is an individuals residing in the State of California,
6 who borrowed money from Countrywide (as defined below) – secured by a deed of his
7 California primary residence – between the dates beginning on January 1, 2003 and ending
8 on December 31, 2007.

9 30. Plaintiff TERESA O’CONNOR is an individual residing in the State of
10 California, who borrowed money from Countrywide (as defined below) – secured by a deed
11 of her California primary residence – between the dates beginning on January 1, 2003 and
12 ending on December 31, 2007.

13 31. Plaintiff ROBERT MARTIN is an individual residing in the State of
14 California, who borrowed money from Countrywide (as defined below) – secured by a deed
15 of his California primary residence – between the dates beginning on January 1, 2003 and
16 ending on December 31, 2007.

17 32. Plaintiff JULIE HANSEN GRAHAM is an individual residing in the State of
18 California, who borrowed money from Countrywide (as defined below) – secured by a deed
19 of his California primary residence – between the dates beginning on January 1, 2003 and
20 ending on December 31, 2007.

21 33. Prior to 1983, Defendant BANK OF AMERICA CORPORATION (sometimes
22 “B of A”) exclusively did business in California and has deep roots in California business
23 and sociological culture. Now a Delaware corporation, B of A is currently a national bank
24 doing business in the State of California and County of Ventura.

25 34. At all times material hereto, Defendant COUNTRYWIDE FINANCIAL
26 CORPORATION was a Delaware corporation, or a division of B of A, doing business in the
27 State of California and County of Ventura. COUNTRYWIDE FINANCIAL
28 CORPORATION now does business as BAC HOME LOANS SERVICING.

1 WHEREFORE, Plaintiffs pray for judgment against Defendants, and each of them as
2 follows:

- 3 1. Damages of more than 20 Million Dollars under the two causes of action in the
4 complaint;
5
6 2. Punitive damages according to proof under the two causes of action in the
7 complaint;
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9 3. For reasonable attorney's fees under the Second Cause of Action;
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11 4. Costs of suit herein incurred;
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13 5. For such other and further relief as this Court deems just and proper,

14 Dated: March 14, 2010

MITCHELL J. STEIN & ASSOCIATES

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16 By: 

17 MITCHELL J. STEIN,
18 Senior Partner
19 Attorneys for Plaintiffs
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