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17 Attorneys for Plaintiffs

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **COUNTY OF LOS ANGELES**

20 PAUL RONALD, an individual; LISA
21 RONALD, an individual; HEATHER
22 BROUSSARD, an individual; MIKE LEE,
an individual; TRACEY HAMPTON, an
23 individual; PRISCILLA BOWIN, an
individual; MARK BOWIN, an individual;
24 BRIAN WEGESSER, an individual;
MELVIN PAPE, an individual;
25 GERALDINE PAPE, an individual; RENEE
MCCLAIN, an individual; JOHANNES
26 WERTTI, an individual; KIM BUNYAN, an
individual; JON M. SHIDLER, an
individual; AMY R. SHIDLER, an

Case No. BC409444

[Assigned to: Judge William Highberger

THIRD AMENDED COMPLAINT:

**1. FRAUDULENT
CONCEALMENT [VIOLATION
OF CAL. CIV. CODE §§ 1572,
1709 AND 1710];**

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

JUL 07 2010

John A. Clarke, Executive Officer/ Clerk

By RDS , Deputy

individual; JON MICHAEL SHIDLER, SR., an individual; MARILYN KAY SHIDLER, an individual; KEITH FURMAN, an individual; RENE MINNAAR, an individual; DOLORES HARRISON, an individual; PETER GRAF, an individual; INDIA GRAF, an individual; MARK GARCIA, an individual; GUADALUPE GARCIA, an individual; ALEJO GUTIERREZ, an individual; MARIA GUTIERREZ, an individual; MARIA PAZARAN, an individual; BROWN TUIASOSOPO, an individual; LAURA TUIASOSOPO, an individual; ALLEN HUNTER, an individual; DENNIS HARDIN, an individual; DONNA HARDIN, an individual; EVELYN DAY, an individual; ANDRES SABLAN, an individual; MARY MACDONALD, an individual; STEVEN A. JEDLOWSKI III, an individual; CARLOS ROMAN, an individual; JEROME CHARLES SEATON, JR., an individual; JOSEPH ANTONUCCI, an individual; JENNIFER NITRIO, an individual; KHALID SALEEM, an individual; TRACIE GLASHAN, an individual; SUMMER SANDHOFF, an individual; ALICE H. WARE, an individual; TERRY W. WARE, an individual; DUSTIN HANNA, an individual; FRANK HERNANDEZ, an individual; DAVID BEAUBIEN, an individual; GREGORY T. HITTER, an individual; JOEL MARSHALL, an individual; GINA RODRIGUEZ, an individual; LEONARD WONG, an individual; JASON MCCORMICK, an individual; CAPRICE DAY-BORGESON, an individual; DANIEL BORGESON, an individual; TIMOTHY J. KLEMENS, an individual; MONICA L. KLEMENS, an individual; BRENT WELBURN, an individual; LYNN KIMBERLY, an individual; DONNA ROSBY, an individual; JACQUIE MARIE HANNA, an individual; TERRI O'CONNOR, an individual; GEORGE J. O'CONNOR, an individual; STEVEN W. MILLER, an individual; PETER KREUZER, an individual; EUNJAE JEONG, an individual; ROGER FENSTERMACHER, an individual; DENNIS KEMP, an individual; JOSEPH CINA, an individual; EVELYN IRVING, an individual; DANILO LUQUIAS, an individual; BRUNO

2. **INTENTIONAL MISREPRESENTATION [VIOLATION OF CAL. CIV. CODE §§ 1572, 1709 AND 1710];**
3. **NEGLIGENT MISREPRESENTATION [VIOLATION OF CAL. CIV. CODE §§ 1572, 1709 AND 1710];**
4. **INVASION OF CONSTITUTIONAL RIGHT TO PRIVACY [VIOLATION OF CAL. CONST., ART. I, § 1];**
5. **VIOLATION OF CALIFORNIA FINANCIAL INFORMATION PRIVACY ACT [CAL. FIN. CODE §§ 4050 TO 4060];**
6. **VIOLATION OF CAL. CIVIL CODE § 2923.5;**
7. **VIOLATION OF CAL. CIVIL CODE § 1798.82;**
8. **UNFAIR COMPETITION [VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*]**

[JURY TRIAL DEMANDED]

1 MARTINEZ, an individual; BERTHA
2 CREVOLIN, an individual; RONNIE
3 CREVOLIN, an individual; PAUL
4 JACKSON, an individual; HILARY
5 JACKSON, an individual; JON OXIDINE,
6 an individual; JOHN KEALEY, an
7 individual; LOURDES FONTZ, an
8 individual; WAYNE FONTZ, an individual;
9 BRENDA DIMAGGIO, an individual;
10 VINCENT S. DIMAGGIO, an individual;
11 TRACY L. CRIBBS-LIVINGSTON, an
12 individual; PATRICK L. LIVINGSTON SR.
13 an individual; KURT SANDHOFF, an
14 individual; LINDA VAN CLEVE, an
15 individual; EDWARD G. VAN CLEVE JR.,
16 an individual ; IRENA SOKOL, an
17 individual; DMITRI SOKOL, an individual ;
18 JASON BARTLETT, an individual;
19 WILLIAM OSBORNE, an individual ;
20 CRANFORD L. SCOTT, an individual;
21 SHEILA SCOTT, an individual;
22 COURTNEY SCOTT, an individual; DAVE
23 MATSON, an individual; PAUL SIBORO;
24 an individual; MICHELLE NUNIES, an
25 individual; MICHAELENE MAJOR, an
26 individual; MIKE SCHUTTE, an individual;
27 KEVIN WALKER, an individual; JILL
28 WALKER, an individual; CARY CRUZ, an
29 individual; JOHN MACIAS, an individual;
30 VIRGINIA ROTRAMEL; an individual;
31 RONNIE VAN GREEN, an individual;
32 SALVADOR HUIZAR, an individual;
33 DAVID MEDLIN, an individual; EDITHA
34 C. RESTAURO, an individual; DAVID
35 FAULHABER, an individual; OSCAR
36 GONZALES, an individual; MICHAEL
37 AKIN, an individual; JOANNA SINGH, an
38 individual; JACK LEFLER, an individual;
39 ELIAS VIEYRA, an individual; STEVEN
40 GUMIENNY, an individual; LAURIE
41 MARINO, an individual; JOHNNY MARIE
42 TORRES, an individual; JOSEPH GOMEZ,
43 an individual; JAMES SALONDAKA, an
44 individual; , GUILLERMO SANCHEZ, an
45 individual; SUSAN FRANCO, an individual;
46 CURTIS DAVIDSON, an individual;
47 ANTHONY GOLDEN, an individual;
48 JOSEPH SANTOS, an individual;
49 CHRISTOPHER BRANFUHR, an
50 individual; CHARLEY SMITH, an
51 individual; RHONDA RILEY, an individual;
52 VALERY BUBELA, an individual; OBI
53 AGAH, an individual; NOEL OLIVARES,

1 an individual; JESSE JOHNSON, an
individual; RAYMOND HILL, an individual;
2 KIM WILLIAMS, an individual; PHILLIP
GALERA, an individual; HELIODORO
3 BECERRA, an individual; OTIS PERARD,
an individual; BASHEER MURAD, an
individual; BARRY BOZARTH, an
4 individual; RICHARD J. FOMIN, an
individual; SVETLANA TYSHKEVICH, an
5 individual; GREGORY THOMAS, an
individual; WAYNE ROBBINS, an
6 individual; KEVIN THOMPSON, an
individual; EDWARD LIZARDO, an
7 individual; LINDA LIZARDO, an
individual; DONALD REY, an individual;
8 ZANE T. WALKER, an individual; DENISE
WILLIS, an individual; IVAN WILLIS, an
9 individual; JERRY REED, an individual;
NICOLE EDGECOMBE, an individual;
10 KENNETH EDGECOMBE, an individual;
RANJIT SINGH, an individual; RANJIT
11 KAUR, an individual; ARNOLD
BRIGMAN, an individual; DEBORAH
12 BRIGMAN, an individual; DAVID REY, an
individual; BARBARA KIKUGAWA, an
13 individual; FATTEMAH FADAKER, an
individual; ASHLEY JANE LARSEN, an
14 individual; CHRISTIAN LARSEN, an
individual; JOHN PHILLINGANE, an
15 individual; JOSEPH BARTOLI, an
individual; SHAWN SULLIVAN, an
16 individual; ROBERTA ALVEREZ, an
individual; CARLOS CERVANTES, an
17 individual; TONY TURTURICI, an
individual; BENJAMIN GAMEZ, an
18 individual; ELISEO RAMOS, an individual;
PETER THRIFT, an individual; ANA
19 VILMA GUANDIQUE CISNEROS, an
individual; JAMES SHIPMAN, an
20 individual; LEZETTE FIELDER, an
individual; DANA MCCLURE, an
21 individual; ANGELA WILLIAMS, an
individual; ERMA BREWER, an individual;
22 MICHAEL OWEN, an individual;
MELISSA OWEN, an individual; MARK
23 WAYNE, an individual; MARION WAYNE,
an individual; ANTONIO ARCINAS, an
24 individual; STEVEN QUICK, an individual;
REBECCA QUICK, an individual;
25 RUSSELL HENDRICKS, an individual;
LESLIE HENDRICKS, an individual;
26 NANCY HELLER RILEY, an individual;
SIMON SARKISIAN, an individual;

1 CARLOS DEMELO, an individual; SALLY
2 DEMELO, an individual; ARMANDO
3 HINOJOSA, an individual; NICHOLAS
4 ROB JONES, an individual; JASPAL
5 KOCHAR, an individual; HARKRISHNAN
6 SINGH KOCHAR, an individual;
7 LAUDELYN GUTIERREZ, an individual;
8 ROWAN GUTIERREZ, an individual;
9 CYNTHIA IRELAND, an individual;
10 MARIA PANTOJA, an individual; JOSE
11 JAVIER PANTOJA, an individual; JULIET
12 SICSIC, an individual; ASHMELLEY
13 THERVIL, an individual; ELIZABETH
14 MCCULLOUGH, an individual; BAYANI
15 SIMPLICIANO, an individual; LORI
16 BATMAN, an individual; KEVIN
17 BATMAN, an individual; HIROSHI
18 NAKAYAMA, an individual; OSCAR
19 NAVARRO, an individual; MARIA
20 NAVARRO, an individual; RAYMOND
21 LEFEBVRE, an individual; LISA
22 LEFEBVRE, an individual; GEORGE
23 BENNETT, an individual; AMANDA
24 BENNETT, an individual; OMAR SACO, an
25 individual; JEAN JOSEPH, an individual;
26 MARIE JOSEPH, an individual; LEONARD
27 T. HERNANDEZ, an individual;
28 MODJULITA A. HERNANDEZ, an
individual; WALTER WEISS, an individual;
DIANE WEISS, an individual; WILLIAM
RABELLO, an individual; ALVIN BLAKE,
an individual; TAWANA BLAKE, an
individual; BRETT HESKETT, an
individual; RIZZA HESKETT, an individual;
SHYAM SUNDER, an individual;
VALLIUR NADU, an individual;
MELANDO ANTHONY MARTINEZ, an
individual; MIKE MARTINEZ, an
individual; HEATHER MAHONEY, an
individual; DEBBION BRANFUHR, an
individual; SONIKA TINKER, an individual;
DEBRA ANNEREIN, an individual;
ADNAN TORLAK, an individual; LARRY
SEESE, an individual; DEBRA REIN, an
individual; ALFREDO HERRERA, an
individual; LORENA HERRERA, an
individual; MARIA JIMENEZ, an
individual; DIONICO CORTEZ, an
individual; DORA ALDRETE, an individual;
YOLINA LUQUIAS, an individual; DON
DECKER, an individual; TAMMY
DECKER, an individual; ROSE CHANG, an
individual; LANCE KENNISON, an

1 individual; GLORY KENNISON, an
individual; D'ANN FRIEND, an individual;
2 MATTHEW FRIEND, an individual;
COURTNEY NICKERSON, an individual;
3 BRIAN NICKERSON, an individual;
and others similarly situated named herein as
ROES 211 through 1000, inclusive,

4
5 Plaintiffs,

6 vs.

7 BANK OF AMERICA CORPORATION, a
Delaware corporation; COUNTRYWIDE
8 FINANCIAL CORPORATION, a Delaware
corporation, dba BAC HOME LOANS
SERVICING; COUNTRYWIDE HOME
9 LOANS, INC., a New York corporation;
RECON TRUST COMPANY, a California
10 entity form unknown; CTC REAL ESTATE
SERVICES, a California corporation;
11 JAMES AGATE, an individual; and DOES 2
through 1000, inclusive,

12 Defendants
13
14
15
16

17
18 Plaintiffs, and each of them, hereby demand a jury trial and allege as follows:

19 **INTRODUCTION**

20 1. This lawsuit arises from: (i) Defendants' deception in inducing Plaintiffs to
21 enter into mortgages from 2003 through 2007 with the Countrywide Defendants (defined
22 below in Paragraph 8); (ii) Defendants' breach of Plaintiffs' Constitutionally and
23 statutorily protected rights of privacy; and (iii) Defendants' continuing tortuous conduct
24 intended to deprive Plaintiffs of their rights and remedies for the foregoing acts,
25 described below.
26
27

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

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

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

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

1 6. Hand-in-hand with its fraudulently-obtained mortgages, Mozilo and others
2 at Countrywide hatched a plan to “pool” the foregoing mortgages and sell the pools for
3 inflated value. Rapidly, these two intertwined schemes grew into a brazen plan to
4 disregard underwriting standards and fraudulently inflate property values – county-by-
5 county, city-by-city, person-by-person – in order to take business from legitimate
6 mortgage-providers, and moved on to massive securities fraud hand-in-hand with
7 concealment from, and deception of, Plaintiffs and other mortgagees on an unprecedented
8 scale.

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

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

25 ¹ This Complaint uses “mortgage” and “deed of trust” interchangeably. Depending upon
26 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 from the disclosure of the most private and confidential information of more than 2.4
2 million customers, to the outsourcing and sale of hundreds of thousands of records to
3 bolster their fraudulent scheme, disenfranchising Californians of their Article I, § 1
4 inalienable rights of privacy, that went far beyond the sale of Private Information
5 disclosed in the settlement of the Kentucky Class Action (defined below in Paragraph 270
6 and described herein).

7 13. When Countrywide pooled the loans it originated and sold them in
8 secondary mortgage market transactions, Countrywide recorded gains on the sales. In
9 2005, Countrywide reported \$451.6 million in pre-tax earnings from capital market sales;
10 in 2006, it recognized \$553.5 million in pre-tax earnings from that activity. But, after the
11 liquidity crisis hit, in 2007 it recognized a mere \$14.9 million in pre-tax earnings from
12 that activity and reported an overall pre-tax loss.

13 14. Since the time Plaintiffs filed the initial Complaint herein, Defendants'
14 improper acts have continued, including, *inter alia*: (i) issuing Notices of Default in
15 violation of Cal. Civil Code §2923.5; (ii) misrepresenting their intention to arrange loan
16 modifications for Plaintiffs, while in fact creating abusive roadblocks to deprive Plaintiffs
17 of their legal rights; and (iii) engaging in intrinsic fraud in this Court and in Kentucky by
18 stalling in addressing Plaintiffs' legitimate requests to cancel notices of default and for
19 loan modifications, and by refusing to respond, in any way, to Plaintiffs' privacy causes
20 of action.

21 15. Plaintiff Kemp is indicative of the Defendants' initial fraud and continuing
22 breaches. Mr. Kemp owned his home for years prior to ever hearing from Countrywide.
23 In or about 2005, Mr. Kemp heard from Countrywide brokers and beards who are
24 members of the group of Doe Defendants referred to herein as the "*Granada Network*"
25 (which is further described below). A member of the Granada Network presented Mr.
26 Kemp with the proposition that their property had hidden value and should be refinanced.
27

1 Then, the Granada Network obtained comparable appraisals in the neighborhood also
2 underwritten by Countrywide and used these falsely inflated comparables to support the
3 inflated loan given to Mr. Kemp.

4 16. Another Plaintiff and his wife, who wish to remain anonymous, have had
5 more than 20-telephone calls with various departments of Defendants. In these
6 discussions, Defendants told Plaintiff and his wife that they would remain in their home
7 and would be receiving loan modification papers within a week. Plaintiff and his wife
8 were told not to make mortgage payments, and the arrearages would be added to
9 principal in the modification. Plaintiff and his wife relied on this.

10 17. Through a period of frustrating and stressful telephone communications
11 lasting more than 8 months, Defendants transferred Plaintiff and his wife to numerous
12 departments in numerous countries. Defendants never delivered the loan modification.
13 Plaintiff and his wife filled out dozens of pages of paperwork at the Defendants'
14 direction, and complied with every instruction given by the Bank. Plaintiff and his wife
15 told Defendants that this was causing enormous stress, because everybody in their
16 community was being foreclosed and their property had declined in value by 50%.
17 Defendants brazenly told Plaintiff and his wife that Defendants "did not care" and
18 Plaintiff and his wife should "grow up."

19 18. In early 2008, Plaintiff's wife developed a virulent form of cancer and
20 Plaintiff told the Defendants to please complete what it had promised. Defendants never
21 did so. Plaintiff's wife died of cancer and Plaintiff is now a widower. The Defendants
22 now make four to six dunning calls to Plaintiff per week. Plaintiff has been forced to quit
23 his job and is on a fixed income. While he can afford a mortgage, he cannot obtain any
24 finality from the Defendants. This Plaintiff has no recourse other than through this
25 lawsuit.

1 19. Plaintiff in example three, who wishes to remain anonymous, is a retired
2 Deputy Sheriff and Court bailiff. He is on pension from the County Sheriff Department.
3 Plaintiff is a 62-year old man who planned on enjoying his retirement. Unfortunately, he
4 entered his late years as a widower. His wife died of cancer 11 years ago. For two years,
5 at Defendants' direction, Plaintiff has submitted information to at least 21 different
6 "consultants" designated by Defendant. Plaintiff has also asked for a copy of his loan
7 file, however, Defendants told him their files are confidential and he may not see his loan
8 file. Plaintiff was told that, because of his good pension and regular fixed income, his
9 would be an easy resolution. However, over the past two years, Plaintiff has received and
10 made more than 139 documented calls with the Defendants.

11 20. As time progressed, this retired Sheriff became extremely stressed and he
12 began seeing the symptoms of the stress. The retired Sheriff's doctors advised him to
13 abandon the home and stop dealing with the Defendants due to the stress it was causing
14 him. Plaintiff did not listen to his doctor's advice because he believed in "the system" and
15 believed in "Defendants." Within the past four months, Defendants have made constant
16 dunning calls to Plaintiff and his level of stress has increased dramatically. In May, 2010,
17 Plaintiff had a myocardial infarction (a serious form of heart attack) and was rushed to
18 the hospital. While in the hospital, he was placed on life support and given a small
19 chance of surviving. After three grueling surgeries, Plaintiff was blessed to be given the
20 gift of life and he returned to his home.

21 21. Upon first re-entering his home from the hospital, the telephone rang. It
22 was the "East Coast" offices of Defendants demanding payment. Plaintiff told them
23 about his heart attack, about his life support, and about his surgeries. He explained that
24 his income was fixed, his pension a good one, and he would like to finally complete the
25 long promised modification. The Defendants had four people on the telephone and they
26 explained that they were calling him "not to modify his loan or to bring [him] current, but
27

1 to collect a debt." These four people told Plaintiff they did not want to hear his "sob
2 story" and he would lose his home if he did not "pay up."

3 22. This Plaintiff was instructed by his physician to leave the property. He has
4 rented a property one block from his home, which home is now vacant. Plaintiff intends
5 to apply to this Court for injunctive relief so he can retake possession of his home. The
6 reason is simple: Defendants have now found him at his rented residence and they are
7 now making dunning calls to him there. Under Section 580d of the California Civil
8 Code, Defendants cannot collect a deficiency against this retired Sheriff and Court bailiff.
9 The calls they are making are intended to deflect from the important facts: What is in
10 this Plaintiff's loan file?

11 23. The foregoing even to this day benefits the very people who were behind
12 the Countrywide fraud. For example, Stanford Kerlund, former president of
13 Countrywide, left Countrywide as the scheme was accelerating in late 2006. He then
14 formed PennyMac, his current business. PennyMac buys up the mortgages on which
15 Plaintiffs and other Countrywide borrowers defaulted at pennies on the dollar, repackages
16 the mortgages and sells them for a profit, thereby adding continued injury and profit to
17 the original scheme. PennyMac's business is supported and sanctioned by the
18 Defendants herein.

19 24. Defendants have gone to great lengths to avoid producing documents in
20 this litigation because they know that such documents will establish all details of the
21 massive fraud they perpetrated on Plaintiffs and other Californians. PennyMac, the
22 Granada Network and Defendants' overseas operations are used by Defendants to
23 systematically hide documents. By delaying production of documents, the Defendants
24 are buying time as they (a) accept the benefits of the scheme described herein, (b) cover
25 up their fraud, and (c) make it materially more expensive and difficult for Plaintiffs and
26 their counsel to obtain a just result.

1 California real estate. At all times material hereto, Countrywide has acted as Servicer or
2 some other control capacity over processing the loan.

3 29. Plaintiff MIKE LEE is an individual residing in the State of California,
4 who borrowed money from Countrywide or its subsidiaries or affiliates between January
5 1, 2003 and December 31, 2007, secured by a deed of trust on his California real estate.
6 At all times material hereto, Countrywide has acted as Servicer or some other control
7 capacity over processing the loan.

8 30. Plaintiff TRACEY HAMPTON is an individual residing in the State of
9 California, who borrowed money from Countrywide or its subsidiaries or affiliates
10 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
11 California real estate. At all times material hereto, Countrywide has acted as Servicer or
12 some other control capacity over processing the loan.

13 31. Plaintiff PRISCILLA BOWIN is an individual residing in the State of
14 California, who borrowed money from Countrywide or its subsidiaries or affiliates
15 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
16 California real estate. At all times material hereto, Countrywide has acted as Servicer or
17 some other control capacity over processing the loan.

18 32. Plaintiff MARK BOWIN is an individual residing in the State of
19 California, who borrowed money from Countrywide or its subsidiaries or affiliates
20 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
21 California real estate. At all times material hereto, Countrywide has acted as Servicer or
22 some other control capacity over processing the loan.

23 33. Plaintiff BRIAN WEGESSER is an individual residing in the State of
24 California, who borrowed money from Countrywide or its subsidiaries or affiliates
25 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
26
27

1 California real estate. At all times material hereto, Countrywide has acted as Servicer or
2 some other control capacity over processing the loan.

3 34. Plaintiffs MELVIN PAPE AND GERALDINE PAPE are individuals
4 residing in the State of California, who borrowed money from Countrywide or its
5 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
6 deed of trust on their California real estate. At all times material hereto, Countrywide has
7 acted as Servicer or some other control capacity over processing the loan.

8 35. Plaintiff RENEE MCCLAIN is an individual residing in the State of
9 California, who borrowed money from Countrywide or its subsidiaries or affiliates
10 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
11 California real estate. At all times material hereto, Countrywide has acted as Servicer or
12 some other control capacity over processing the loan.

13 36. Plaintiff JOHANNES WERTTI is an individual residing in the State of
14 California, who borrowed money from Countrywide or its subsidiaries or affiliates
15 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
16 California real estate. At all times material hereto, Countrywide has acted as Servicer or
17 some other control capacity over processing the loan.

18 37. Plaintiff KIM BUNYAN is an individual residing in the State of
19 California, who borrowed money from Countrywide or its subsidiaries or affiliates
20 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
21 California real estate. At all times material hereto, Countrywide has acted as Servicer or
22 some other control capacity over processing the loan.

23 38. Plaintiffs JON M. SHIDLER and AMY R. SHIDLER are individuals
24 residing in the State of California, who borrowed money from Countrywide or its
25 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
26
27

1 deed of trust on their California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 39. Plaintiffs JON MICHAEL SHIDLER, SR. and MARILYN KAY
4 SHIDLER are individuals residing in the State of California, who borrowed money from
5 Countrywide or its subsidiaries or affiliates between January 1, 2003 and December 31,
6 2007, secured by a deed of trust on their California real estate. At all times material
7 hereto, Countrywide has acted as Servicer or some other control capacity over processing
8 the loan.

9 40. Plaintiff KEITH FURMAN is an individual residing in the State of
10 California, who borrowed money from Countrywide or its subsidiaries or affiliates
11 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
12 California real estate. At all times material hereto, Countrywide has acted as Servicer or
13 some other control capacity over processing the loan.

14 41. Plaintiff RENE MINNAAR is an individual residing in the State of
15 California, who borrowed money from Countrywide or its subsidiaries or affiliates
16 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
17 California real estate. At all times material hereto, Countrywide has acted as Servicer or
18 some other control capacity over processing the loan.

19 42. Plaintiff DOLORES HARRISON is an individual residing in the State of
20 California, who borrowed money from Countrywide or its subsidiaries or affiliates
21 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
22 California real estate. At all times material hereto, Countrywide has acted as Servicer or
23 some other control capacity over processing the loan.

24 43. Plaintiffs PETER GRAF and INDIA GRAF are individuals residing in the
25 State of California, who borrowed money from Countrywide or its subsidiaries or
26 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
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1 their California real estate. At all times material hereto, Countrywide has acted as
2 Servicer or some other control capacity over processing the loan.

3 44. Plaintiffs MARK GARCIA AND GUADALUPE GARCIA are individuals
4 residing in the State of California, who borrowed money from Countrywide or its
5 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
6 deed of trust on their California real estate. At all times material hereto, Countrywide has
7 acted as Servicer or some other control capacity over processing the loan.

8 45. Plaintiffs ALEJO GUTIERREZ and MARIA GUTIERREZ are individuals
9 residing in the State of California, who borrowed money from Countrywide or its
10 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
11 deed of trust on their California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 46. Plaintiff MARIA PAZARAN is an individual residing in the State of
14 California, who borrowed money from Countrywide or its subsidiaries or affiliates
15 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
16 California real estate. At all times material hereto, Countrywide has acted as Servicer or
17 some other control capacity over processing the loan.

18 47. Plaintiffs BROWN TUIASOSOPO and LAURA TUIASOSOPO are
19 individuals residing in the State of California, who borrowed money from Countrywide
20 or its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured
21 by a deed of trust on their California real estate. At all times material hereto,
22 Countrywide has acted as Servicer or some other control capacity over processing the
23 loan.

24 48. Plaintiff ALLEN HUNTER is an individual residing in the State of
25 California, who borrowed money from Countrywide or its subsidiaries or affiliates
26 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
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1 California real estate. At all times material hereto, Countrywide has acted as Servicer or
2 some other control capacity over processing the loan.

3 49. Plaintiffs DENNIS HARDIN and DONNA HARDIN are individuals
4 residing in the State of California, who borrowed money from Countrywide or its
5 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
6 deed of trust on their California real estate. At all times material hereto, Countrywide has
7 acted as Servicer or some other control capacity over processing the loan.

8 50. Plaintiff EVELYN DAY is an individual residing in the State of California,
9 who borrowed money from Countrywide or its subsidiaries or affiliates between January
10 1, 2003 and December 31, 2007, secured by a deed of trust on her California real estate.
11 At all times material hereto, Countrywide has acted as Servicer or some other control
12 capacity over processing the loan.

13 51. Plaintiff ANDRES SABLAN is an individual residing in the State of
14 California, who borrowed money from Countrywide or its subsidiaries or affiliates
15 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
16 California real estate. At all times material hereto, Countrywide has acted as Servicer or
17 some other control capacity over processing the loan.

18 52. Plaintiff MARY MACDONALD is an individual residing in the State of
19 California, who borrowed money from Countrywide or its subsidiaries or affiliates
20 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her
21 California real estate. At all times material hereto, Countrywide has acted as Servicer or
22 some other control capacity over processing the loan.

23 53. Plaintiff STEVEN A. JEDLOWSKI III is an individual residing in the
24 State of California, who borrowed money from Countrywide or its subsidiaries or
25 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
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1 his California real estate. At all times material hereto, Countrywide has acted as Servicer
2 or some other control capacity over processing the loan.

3 54. Plaintiff CARLOS ROMAN is an individual residing in the State of
4 California, who borrowed money from Countrywide or its subsidiaries or affiliates
5 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
6 California real estate. At all times material hereto, Countrywide has acted as Servicer or
7 some other control capacity over processing the loan.

8 55. Plaintiff JEROME CHARLES SEATON, JR. is an individual residing in
9 the State of California, who borrowed money from Countrywide or its subsidiaries or
10 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
11 his California real estate. At all times material hereto, Countrywide has acted as Servicer
12 or some other control capacity over processing the loan.

13 56. Plaintiff JOSEPH ANTONUCCI is an individual residing in the State of
14 California, who borrowed money from Countrywide or its subsidiaries or affiliates
15 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his
16 California real estate. At all times material hereto, Countrywide has acted as Servicer or
17 some other control capacity over processing the loan.

18 57. Plaintiff JENNIFER NITRIO is added herewith as Plaintiff ROE 1
19 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
20 individual residing in the State of California, who borrowed money from Countrywide or
21 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
22 a deed of trust on her California real estate. At all times material hereto, Countrywide has
23 acted as Servicer or some other control capacity over processing the loan.

24 58. Plaintiff KHALID SALEEM is added herewith as Plaintiff ROE 2
25 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
26 individual residing in the State of California, who borrowed money from Countrywide or
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1 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
2 a deed of trust on his California real estate. At all times material hereto, Countrywide has
3 acted as Servicer or some other control capacity over processing the loan.

4 59. Plaintiff TRACIE GLASHAN is added herewith as Plaintiff ROE 3
5 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
6 individual residing in the State of California, who borrowed money from Countrywide or
7 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
8 a deed of trust on her California real estate. At all times material hereto, Countrywide has
9 acted as Servicer or some other control capacity over processing the loan.

10 60. Plaintiff SUMMER SANDHOFF is added herewith as Plaintiff ROE 4
11 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
12 individual residing in the State of California, who borrowed money from Countrywide or
13 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
14 a deed of trust on her California real estate. At all times material hereto, Countrywide has
15 acted as Servicer or some other control capacity over processing the loan.

16 61. Plaintiff ALICE H. WARE is added herewith as Plaintiff ROE 5 pursuant
17 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
18 residing in the State of California, who borrowed money from Countrywide or its
19 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
20 deed of trust on her California real estate. At all times material hereto, Countrywide has
21 acted as Servicer or some other control capacity over processing the loan.

22 62. Plaintiff TERRY W. WARE is added herewith as Plaintiff ROE 6 pursuant
23 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
24 residing in the State of California, who borrowed money from Countrywide or its
25 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
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1 deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 63. Plaintiff DUSTIN HANNA is added herewith as Plaintiff ROE 7 pursuant
4 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
5 residing in the State of California, who borrowed money from Countrywide or its
6 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
7 deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 64. Plaintiff FRANK HERNANDEZ is added herewith as Plaintiff ROE 8
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 65. Plaintiff DAVID BEAUBIEN is added herewith as Plaintiff ROE 9
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 66. Plaintiff GREGORY T. HITTER is added herewith as Plaintiff ROE 10
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 67. Plaintiff JOEL J. MARSHALL is added herewith as Plaintiff ROE 11
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 68. Plaintiff GINA RODRIGUEZ is added herewith as Plaintiff ROE 12
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 69. Plaintiff LEONARD WONG is added herewith as Plaintiff ROE 13
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007 secured by a
17 deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 70. Plaintiff JASON MCCORMICK is added herewith as Plaintiff ROE 14
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 71. Plaintiff CAPRICE DAY-BORGESON is added herewith as Plaintiff ROE
26 15 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 72. Plaintiff DANIEL BORGESON is added herewith as Plaintiff ROE 16
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 73. Plaintiff TIMOTHY J. KLEMENS is added herewith as Plaintiff ROE 17
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 74. Plaintiff MONICA L. KLEMENS is added herewith as Plaintiff ROE 18
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on her California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 75. Plaintiff BRENT WELBURN is added herewith as Plaintiff ROE 19
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 76. Plaintiff LYNN KIMBERLY is added herewith as Plaintiff ROE 20
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on her California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 77. Plaintiff DONNA ROSBY is added herewith as Plaintiff ROE 21 pursuant
10 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
11 residing in the State of California, who borrowed money from Countrywide or its
12 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
13 deed of trust on her California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 78. Plaintiff JACQUIE MARIE HANNA is added herewith as Plaintiff ROE
16 22 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on her California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 79. Plaintiff TERRI O'CONNOR is added herewith as Plaintiff ROE 23
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on her California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 80. Plaintiff GEORGE J. O'CONNOR is added herewith as Plaintiff ROE 24
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 81. Plaintiff STEVEN W. MILLER is added herewith as Plaintiff ROE 25
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 82. Plaintiff PETER KREUZER is added herewith as Plaintiff ROE 26
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 83. Plaintiff EUNJAE JEONG is added herewith as Plaintiff ROE 27 pursuant
20 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
21 residing in the State of California, who borrowed money from Countrywide or its
22 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
23 deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 84. Plaintiff ROGER FENSTERMACHER is added herewith as Plaintiff ROE
26 28 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
27

1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 85. Plaintiff DENNIS KEMP is added herewith as Plaintiff ROE 29 pursuant
6 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
7 residing in the State of California, who borrowed money from Countrywide or its
8 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
9 deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 86. Plaintiff JOSEPH CINA is added herewith as Plaintiff ROE 30 pursuant to
12 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
13 in the State of California, who borrowed money from Countrywide or its subsidiaries or
14 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
15 his California real estate. At all times material hereto, Countrywide has acted as Servicer
16 or some other control capacity over processing the loan.

17 87. Plaintiff EVELYN IRVING is added herewith as Plaintiff ROE 31
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on her California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 88. Plaintiff DANILO LUQUIAS is added herewith as Plaintiff ROE 32
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 89. Plaintiff BRUNO MARTINEZ is added herewith as Plaintiff ROE 33
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 90. Plaintiff BERTHA CREVOLIN is added herewith as Plaintiff ROE 34
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on her California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 91. Plaintiff RONNIE CREVOLIN is added herewith as Plaintiff ROE 35
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 92. Plaintiff PAUL JACKSON is added herewith as Plaintiff ROE 36 pursuant
22 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
23 residing in the State of California, who borrowed money from Countrywide or its
24 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
25 deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 93. Plaintiff HILARY JACKSON is added herewith as Plaintiff ROE 37
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on her California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 94. Plaintiff JON OXIDINE is added herewith as Plaintiff ROE 38 pursuant to
8 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
9 in the State of California, who borrowed money from Countrywide or its subsidiaries or
10 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
11 his California real estate. At all times material hereto, Countrywide has acted as Servicer
12 or some other control capacity over processing the loan.

13 95. Plaintiff JOHN KEALEY is added herewith as Plaintiff ROE 39 pursuant
14 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
15 residing in the State of California, who borrowed money from Countrywide or its
16 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
17 deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 96. Plaintiff LOURDES FONTZ is added herewith as Plaintiff ROE 40
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 97. Plaintiff WAYNE FONTZ is added herewith as Plaintiff ROE 41 pursuant
26 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
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1 residing in the State of California, who borrowed money from Countrywide or its
2 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
3 deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 98. Plaintiff BRENDA DIMAGGIO is added herewith as Plaintiff ROE 42
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on her California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 99. Plaintiff VINCENT S. DIMAGGIO is added herewith as Plaintiff ROE 43
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 100. Plaintiff TRACY L. CRIBBS-LIVINGSTON is added herewith as Plaintiff
18 ROE 44 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on her California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 101. Plaintiff PATRICK L. LIVINGSTON SR. is added herewith as Plaintiff
24 ROE 45 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 102. Plaintiff KURT SANDHOFF is added herewith as Plaintiff ROE 46
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 103. Plaintiff LINDA VAN CLEVE is added herewith as Plaintiff ROE 47
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on her California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 104. Plaintiff EDWARD G. VAN CLEVE JR. is added herewith as Plaintiff
16 ROE 48 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 105. Plaintiff IRENA SOKOL is added herewith as Plaintiff ROE 49 pursuant
22 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
23 residing in the State of California, who borrowed money from Countrywide or its
24 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
25 deed of trust on her California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 106. Plaintiff DMITRI SOKOL is added herewith as Plaintiff ROE 50 pursuant
2 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
3 residing in the State of California, who borrowed money from Countrywide or its
4 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
5 deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 107. Plaintiff JASON BARTLETT is added herewith as Plaintiff ROE 51
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 108. Plaintiff WILLIAM OSBORNE is added herewith as Plaintiff ROE 52
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 109. Plaintiff CRANFORD L. SCOTT is added herewith as Plaintiff ROE 53
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. Since 2004 he
21 received a mortgage from Countrywide on his real estate in California.

22 110. Plaintiff SHEILA SCOTT is added herewith as Plaintiff ROE 54 pursuant
23 to this Court's order authorizing ROE plaintiffs in this action. Since 2004 she received a
24 mortgage from Countrywide on her real estate in California.
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1 111. Plaintiff COURTNEY SCOTT is added herewith as Plaintiff ROE 55
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. Since 2004 he
3 received a mortgage from Countrywide on his real estate in California.

4 112. Plaintiff DAVE MATSON is added herewith as Plaintiff ROE 56 pursuant
5 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
6 residing in the State of California, who borrowed money from Countrywide or its
7 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
8 deed of trust on his California real estate. At all times material hereto, Countrywide has
9 acted as Servicer or some other control capacity over processing the loan.

10 113. Plaintiff PAUL SIBORO is added herewith as Plaintiff ROE 57 pursuant to
11 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
12 in the State of California, who borrowed money from Countrywide or its subsidiaries or
13 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
14 his California real estate. At all times material hereto, Countrywide has acted as Servicer
15 or some other control capacity over processing the loan.

16 114. Plaintiff MICHELLE NUNIES is added herewith as Plaintiff ROE 58
17 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
18 individual residing in the State of California, who borrowed money from Countrywide or
19 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
20 a deed of trust on her California real estate. At all times material hereto, Countrywide has
21 acted as Servicer or some other control capacity over processing the loan.

22 115. Plaintiff MICHAELENE MAJOR is added herewith as Plaintiff ROE 59
23 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
24 individual residing in the State of California, who borrowed money from Countrywide or
25 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on her California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 116. Plaintiff MIKE SCHUTTE is added herewith as Plaintiff ROE 60 pursuant
4 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
5 residing in the State of California, who borrowed money from Countrywide or its
6 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
7 deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 117. Plaintiff KEVIN WALKER is added herewith as Plaintiff ROE 61
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 118. Plaintiff JILL WALKER is added herewith as Plaintiff ROE 62 pursuant to
16 this Court's order authorizing ROE plaintiffs in this action. She is an individual residing
17 in the State of California, who borrowed money from Countrywide or its subsidiaries or
18 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
19 her California real estate. At all times material hereto, Countrywide has acted as Servicer
20 or some other control capacity over processing the loan.

21 119. Plaintiff CARY CRUZ is added herewith as Plaintiff ROE 63 pursuant to
22 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
23 in the State of California, who borrowed money from Countrywide or its subsidiaries or
24 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
25 his California real estate. At all times material hereto, Countrywide has acted as Servicer
26 or some other control capacity over processing the loan.

1 120. Plaintiff JOHN MACIAS is added herewith as Plaintiff ROE 64 pursuant
2 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
3 residing in the State of California, who borrowed money from Countrywide or its
4 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
5 deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 121. Plaintiff VIRGINIA ROTRAMEL is added herewith as Plaintiff ROE 65
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide
12 has acted as Servicer or some other control capacity over processing the loan.

13 122. Plaintiff RONNIE VAN GREEN is added herewith as Plaintiff ROE 66
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on her California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 123. Plaintiff SALVADOR HUIZAR is added herewith as Plaintiff ROE 67
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide
24 has acted as Servicer or some other control capacity over processing the loan.

25 124. Plaintiff DAVID MEDLIN is added herewith as Plaintiff ROE 68 pursuant
26 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
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1 residing in the State of California, who borrowed money from Countrywide or its
2 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
3 deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 125. Plaintiff EDITHA C. RESTAURO is added herewith as Plaintiff ROE 69
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on her California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 126. Plaintiff DAVID FAULHABER is added herewith as Plaintiff ROE 70
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide
16 has acted as Servicer or some other control capacity over processing the loan.

17 127. Plaintiff OSCAR GONZALEZ is added herewith as Plaintiff ROE 71
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 128. Plaintiff MICHAEL AKIN is added herewith as Plaintiff ROE 72 pursuant
24 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
25 residing in the State of California, who borrowed money from Countrywide or its
26 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
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1 deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 129. Plaintiff JOANNA SINGH is added herewith as Plaintiff ROE 73 pursuant
4 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
5 residing in the State of California, who borrowed money from Countrywide or its
6 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
7 deed of trust on her California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 130. Plaintiff JACK LEFLER is added herewith as Plaintiff ROE 74 pursuant to
10 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
11 in the State of California, who borrowed money from Countrywide or its subsidiaries or
12 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
13 his California real estate. At all times material hereto, Countrywide has acted as Servicer
14 or some other control capacity over processing the loan.

15 131. Plaintiff ELIAS VIEYRA is added herewith as Plaintiff ROE 75 pursuant
16 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
17 residing in the State of California, who borrowed money from Countrywide or its
18 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
19 deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 132. Plaintiff STEVEN GUMIENNY is added herewith as Plaintiff ROE 76
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 133. Plaintiff LAURIE MARINO is added herewith as Plaintiff ROE 77
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on her California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 134. Plaintiff JOHNNY MARIE TORRES is added herewith as Plaintiff ROE
8 78 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 135. Plaintiff JOSEPH GOMEZ is added herewith as Plaintiff ROE 79 pursuant
14 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
15 residing in the State of California, who borrowed money from Countrywide or its
16 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
17 deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 136. Plaintiff JAMES SALONDAKA is added herewith as Plaintiff ROE 80
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 137. Plaintiff GUILLERMO SANCHEZ is added herewith as Plaintiff ROE 81
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 138. Plaintiff SUSAN FRANCO is added herewith as Plaintiff ROE 82
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on her California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 139. Plaintiff CURTIS DAVIDSON is added herewith as Plaintiff ROE 83
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 140. Plaintiff ANTHONY GOLDEN is added herewith as Plaintiff ROE 84
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 141. Plaintiff JOSEPH SANTOS is added herewith as Plaintiff ROE 85
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 142. Plaintiff CHRISTOPHER BRANFUHR is added herewith as Plaintiff
4 ROE 86 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 143. Plaintiff CHARLEY SMITH is added herewith as Plaintiff ROE 87
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 144. Plaintiff RHONDA RILEY is added herewith as Plaintiff ROE 88 pursuant
16 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
17 residing in the State of California, who borrowed money from Countrywide or its
18 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
19 deed of trust on her California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 145. Plaintiff VALERY BUBELA is added herewith as Plaintiff ROE 89
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 146. Plaintiff OBI AGAH is added herewith as Plaintiff ROE 90 pursuant to
2 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
3 in the State of California, who borrowed money from Countrywide or its subsidiaries or
4 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
5 his California real estate. At all times material hereto, Countrywide has acted as Servicer
6 or some other control capacity over processing the loan.

7 147. Plaintiff NOEL OLIVARES is added herewith as Plaintiff ROE 91
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 148. Plaintiff JESSE JOHNSON is added herewith as Plaintiff ROE 92
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 149. Plaintiff RAYMOND HILL is added herewith as Plaintiff ROE 93
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 150. Plaintiff KIM WILLIAMS is added herewith as Plaintiff ROE 94 pursuant
26 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
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1 residing in the State of California, who borrowed money from Countrywide or its
2 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
3 deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 151. Plaintiff PHILLIP GALERA is added herewith as Plaintiff ROE 95
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 152. Plaintiff HELIODORO BECERRA is added herewith as Plaintiff ROE 96
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 153. Plaintiff OTIS PERARD is added herewith as Plaintiff ROE 97 pursuant to
18 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
19 in the State of California, who borrowed money from Countrywide or its subsidiaries or
20 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
21 his California real estate. At all times material hereto, Countrywide has acted as Servicer
22 or some other control capacity over processing the loan.

23 154. Plaintiff BASHEER MURAD is added herewith as Plaintiff ROE 98
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 155. Plaintiff BARRY BOZARTH is added herewith as Plaintiff ROE 99
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 156. Plaintiff RICHARD J. FOMIN is added herewith as Plaintiff ROE 100
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 157. Plaintiff SVETLANA TYSHKEVICH is added herewith as Plaintiff ROE
16 101 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 158. Plaintiff GREGORY THOMAS is added herewith as Plaintiff ROE 102
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 159. Plaintiff WAYNE ROBBINS is added herewith as Plaintiff ROE 103
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 160. Plaintiff KEVIN THOMPSON is added herewith as Plaintiff ROE 104
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 161. Plaintiff EDWARD LIZARDO is added herewith as Plaintiff ROE 105
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 162. Plaintiff LINDA LIZARDO is added herewith as Plaintiff ROE 106
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 163. Plaintiff DONALD REY is added herewith as Plaintiff ROE 107 pursuant
26 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
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1 residing in the State of California, who borrowed money from Countrywide or its
2 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
3 deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 164. Plaintiff ZANE T. WALKER is added herewith as Plaintiff ROE 108
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 165. Plaintiff DENISE WILLIS is added herewith as Plaintiff ROE 109
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on her California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 166. Plaintiff IVAN WILLIS is added herewith as Plaintiff ROE 110 pursuant to
18 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
19 in the State of California, who borrowed money from Countrywide or its subsidiaries or
20 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
21 his California real estate. At all times material hereto, Countrywide has acted as Servicer
22 or some other control capacity over processing the loan.

23 167. Plaintiff JERRY REED is added herewith as Plaintiff ROE 111 pursuant to
24 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
25 in the State of California, who borrowed money from Countrywide or its subsidiaries or
26 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
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1 his California real estate. At all times material hereto, Countrywide has acted as Servicer
2 or some other control capacity over processing the loan.

3 168. Plaintiff NICOLE EDGECOMBE is added herewith as Plaintiff ROE 112
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on her California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 169. Plaintiff KENNETH EDGECOMBE is added herewith as Plaintiff ROE
10 113 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 170. Plaintiff RANJIT SINGH is added herewith as Plaintiff ROE 114 pursuant
16 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
17 residing in the State of California, who borrowed money from Countrywide or its
18 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
19 deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 171. Plaintiff RANJIT KAUR is added herewith as Plaintiff ROE 115 pursuant
22 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
23 residing in the State of California, who borrowed money from Countrywide or its
24 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
25 deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 172. Plaintiff ARNOLD BRIGMAN is added herewith as Plaintiff ROE 116
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 173. Plaintiff DEBORAH BRIGMAN is added herewith as Plaintiff ROE 117
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 174. Plaintiff DAVID REY is added herewith as Plaintiff ROE 118 pursuant to
14 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
15 in the State of California, who borrowed money from Countrywide or its subsidiaries or
16 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
17 his California real estate. At all times material hereto, Countrywide has acted as Servicer
18 or some other control capacity over processing the loan.

19 175. Plaintiff BARBARA KIKUGAWA is added herewith as Plaintiff ROE 119
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 176. Plaintiff FATTEMAH FADAKER is added herewith as Plaintiff ROE 120
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 177. Plaintiff ASHLEY JANE LARSEN is added herewith as Plaintiff ROE 121
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on her California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 178. Plaintiff CHRISTIAN LARSEN is added herewith as Plaintiff ROE 122
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 179. Plaintiff JOHN PHILLINGANE is added herewith as Plaintiff ROE 123
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 180. Plaintiff JOSEPH BARTOLI is added herewith as Plaintiff ROE 124
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 181. Plaintiff SHAWN SULLIVAN is added herewith as Plaintiff ROE 125
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 182. Plaintiff ROBERTA ALVEREZ is added herewith as Plaintiff ROE 126
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on her California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 183. Plaintiff CARLOS CERVANTES is added herewith as Plaintiff ROE 127
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 184. Plaintiff TONY TURURICI is added herewith as Plaintiff ROE 128
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 185. Plaintiff BENJAMIN GAMEZ is added herewith as Plaintiff ROE 129
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 186. Plaintiff ELISEO RAMOS is added herewith as Plaintiff ROE 130
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on his California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 187. Plaintiff PETER THRIFT is added herewith as Plaintiff ROE 131 pursuant
14 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
15 residing in the State of California, who borrowed money from Countrywide or its
16 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
17 deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 188. Plaintiff ANA VILMA GUANDIQUE CISNEROS is added herewith as
20 Plaintiff ROE 132 pursuant to this Court's order authorizing ROE plaintiffs in this action.
21 She is an individual residing in the State of California, who borrowed money from
22 Countrywide or its subsidiaries or affiliates between January 1, 2003 and December 31,
23 2007, secured by a deed of trust on her California real estate. At all times material hereto,
24 Countrywide has acted as Servicer or some other control capacity over processing the
25 loan.
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1 189. Plaintiff JAMES SHIPMAN is added herewith as Plaintiff ROE 133
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 190. Plaintiff LEZETTE FIELDER is added herewith as Plaintiff ROE 134
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 191. Plaintiff DANA MCCLURE is added herewith as Plaintiff ROE 135
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on her California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 192. Plaintiff ANGELA WILLIAMS is added herewith as Plaintiff ROE 136
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 193. Plaintiff ERMA BREWER is added herewith as Plaintiff ROE 137
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 194. Plaintiff MICHAEL OWEN is added herewith as Plaintiff ROE 138
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 195. Plaintiff MELISSA OWEN is added herewith as Plaintiff ROE 139
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on her California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 196. Plaintiff MARK WAYNE is added herewith as Plaintiff ROE 140 pursuant
18 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
19 residing in the State of California, who borrowed money from Countrywide or its
20 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
21 deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 197. Plaintiff MARION WAYNE is added herewith as Plaintiff ROE 141
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on her California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 198. Plaintiff ANTONIO ARCINAS is added herewith as Plaintiff ROE 142
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 199. Plaintiff STEVEN QUICK is added herewith as Plaintiff ROE 143
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 200. Plaintiff REBECCA QUICK is added herewith as Plaintiff ROE 144
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on her California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 201. Plaintiff RUSSEL HENDRICKS is added herewith as Plaintiff ROE 145
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on his California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 202. Plaintiff LESLIE HENDRICKS is added herewith as Plaintiff ROE 146
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on her California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 203. Plaintiff NANCY HELLER RILEY is added herewith as Plaintiff ROE
8 147 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 204. Plaintiff SIMON SARKISIAN is added herewith as Plaintiff ROE 148
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on his California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 205. Plaintiff CARLOS DEMELO is added herewith as Plaintiff ROE 149
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 206. Plaintiff SALLY DEMELO is added herewith as Plaintiff ROE 150
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 207. Plaintiff ARMANDO HINOJOSA is added herewith as Plaintiff ROE 151
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 208. Plaintiff NICHOLAS ROB JONES is added herewith as Plaintiff ROE 152
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 209. Plaintiff JASPAL KOCHAR is added herewith as Plaintiff ROE 153
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual who borrowed money from Countrywide or its subsidiaries or affiliates
20 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
21 estate. At all times material hereto, Countrywide has acted as Servicer or some other
22 control capacity over processing the loan.

23 210. Plaintiff HARKRISHNAN SINGH KOCHAR is added herewith as
24 Plaintiff ROE 154 pursuant to this Court's order authorizing ROE plaintiffs in this action.
25 She is an individual who borrowed money from Countrywide or its subsidiaries or
26 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
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1 her real estate. At all times material hereto, Countrywide has acted as Servicer or some
2 other control capacity over processing the loan.

3 211. Plaintiff LAUDELYN GUTIERREZ is added herewith as Plaintiff ROE
4 155 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
5 individual who borrowed money from Countrywide or its subsidiaries or affiliates
6 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
7 estate. At all times material hereto, Countrywide has acted as Servicer or some other
8 control capacity over processing the loan.

9 212. Plaintiff ROWAN GUTIERREZ is added herewith as Plaintiff ROE 156
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
11 individual who borrowed money from Countrywide or its subsidiaries or affiliates
12 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
13 estate. At all times material hereto, Countrywide has acted as Servicer or some other
14 control capacity over processing the loan.

15 213. Plaintiff CYNTHIA IRELAND is added herewith as Plaintiff ROE 157
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
17 individual who borrowed money from Countrywide or its subsidiaries or affiliates
18 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
19 estate. At all times material hereto, Countrywide has acted as Servicer or some other
20 control capacity over processing the loan.

21 214. Plaintiff MARIA PANTOJA is added herewith as Plaintiff ROE 158
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
23 individual who borrowed money from Countrywide or its subsidiaries or affiliates
24 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
25 estate. At all times material hereto, Countrywide has acted as Servicer or some other
26 control capacity over processing the loan.

1 215. Plaintiff JOSE JAVIER PANTOJA is added herewith as Plaintiff ROE 159
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual who borrowed money from Countrywide or its subsidiaries or affiliates
4 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
5 estate. At all times material hereto, Countrywide has acted as Servicer or some other
6 control capacity over processing the loan.

7 216. Plaintiff JULIET SICSIC is added herewith as Plaintiff ROE 160 pursuant
8 to this Court's order authorizing ROE plaintiffs in this action. She is an individual who
9 borrowed money from Countrywide or its subsidiaries or affiliates between January 1,
10 2003 and December 31, 2007, secured by a deed of trust on her real estate. At all times
11 material hereto, Countrywide has acted as Servicer or some other control capacity over
12 processing the loan.

13 217. Plaintiff ASHMELLEY THERVIL is added herewith as Plaintiff ROE 161
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
15 individual who borrowed money from Countrywide or its subsidiaries or affiliates
16 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
17 estate. At all times material hereto, Countrywide has acted as Servicer or some other
18 control capacity over processing the loan.

19 218. Plaintiff ELIZABETH MCCULLOUGH is added herewith as Plaintiff
20 ROE 162 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is
21 an individual who borrowed money from Countrywide or its subsidiaries or affiliates
22 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
23 estate. At all times material hereto, Countrywide has acted as Servicer or some other
24 control capacity over processing the loan.

25 219. Plaintiff BAYANI SIMPLICIANO is added herewith as Plaintiff ROE 163
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
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1 individual who borrowed money from Countrywide or its subsidiaries or affiliates
2 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
3 estate. At all times material hereto, Countrywide has acted as Servicer or some other
4 control capacity over processing the loan.

5 220. Plaintiff LORI BATMAN is added herewith as Plaintiff ROE 164 pursuant
6 to this Court's order authorizing ROE plaintiffs in this action. She is an individual who
7 borrowed money from Countrywide or its subsidiaries or affiliates between January 1,
8 2003 and December 31, 2007, secured by a deed of trust on her real estate. At all times
9 material hereto, Countrywide has acted as Servicer or some other control capacity over
10 processing the loan.

11 221. Plaintiff KEVIN BATMAN is added herewith as Plaintiff ROE 165
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual who borrowed money from Countrywide or its subsidiaries or affiliates
14 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
15 estate. At all times material hereto, Countrywide has acted as Servicer or some other
16 control capacity over processing the loan.

17 222. Plaintiff HIROSHI NAKAYAMA is added herewith as Plaintiff ROE 166
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 223. Plaintiff OSCAR NAVARRO is added herewith as Plaintiff ROE 167
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 224. Plaintiff MARIA NAVARRO is added herewith as Plaintiff ROE 168
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on her California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 225. Plaintiff RAYMOND LEFEBVRE is added herewith as Plaintiff ROE 169
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual who borrowed money from Countrywide or its subsidiaries or affiliates
12 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
13 estate. At all times material hereto, Countrywide has acted as Servicer or some other
14 control capacity over processing the loan.

15 226. Plaintiff LISA LEFEBVRE is added herewith as Plaintiff ROE 170
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
17 individual who borrowed money from Countrywide or its subsidiaries or affiliates
18 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
19 estate. At all times material hereto, Countrywide has acted as Servicer or some other
20 control capacity over processing the loan.

21 227. Plaintiff GEORGE BENNETT is added herewith as Plaintiff ROE 171
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
23 individual who borrowed money from Countrywide or its subsidiaries or affiliates
24 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
25 estate. At all times material hereto, Countrywide has acted as Servicer or some other
26 control capacity over processing the loan.

1 228. Plaintiff AMANDA BENNETT is added herewith as Plaintiff ROE 172
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
3 individual who borrowed money from Countrywide or its subsidiaries or affiliates
4 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
5 estate. At all times material hereto, Countrywide has acted as Servicer or some other
6 control capacity over processing the loan.

7 229. Plaintiff OMAR SACO is added herewith as Plaintiff ROE 173 pursuant to
8 this Court's order authorizing ROE plaintiffs in this action. He is an individual residing
9 in the State of California, who borrowed money from Countrywide or its subsidiaries or
10 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
11 his California real estate. At all times material hereto, Countrywide has acted as Servicer
12 or some other control capacity over processing the loan.

13 230. Plaintiff JEAN JOSEPH is added herewith as Plaintiff ROE 174 pursuant
14 to this Court's order authorizing ROE plaintiffs in this action. He is an individual who
15 borrowed money from Countrywide or its subsidiaries or affiliates between January 1,
16 2003 and December 31, 2007, secured by a deed of trust on his real estate. At all times
17 material hereto, Countrywide has acted as Servicer or some other control capacity over
18 processing the loan.

19 231. Plaintiff MARIE JOSEPH is added herewith as Plaintiff ROE 175
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual who borrowed money from Countrywide or its subsidiaries or affiliates
22 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
23 estate. At all times material hereto, Countrywide has acted as Servicer or some other
24 control capacity over processing the loan.

25 232. Plaintiff LEONARD T. HERNANDEZ is added herewith as Plaintiff ROE
26 176 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 233. Plaintiff MODJULITA A. HERNANDEZ is added herewith as Plaintiff
6 ROE 177 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is
7 an individual residing in the State of California, who borrowed money from Countrywide
8 or its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured
9 by a deed of trust on her California real estate. At all times material hereto, Countrywide
10 has acted as Servicer or some other control capacity over processing the loan.

11 234. Plaintiff WALTER WEISS is added herewith as Plaintiff ROE 178
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on his California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 235. Plaintiff DIANE WEISS is added herewith as Plaintiff ROE 179 pursuant
18 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
19 residing in the State of California, who borrowed money from Countrywide or its
20 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
21 deed of trust on her California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 236. Plaintiff WILLIAM RABELLO is added herewith as Plaintiff ROE 180
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 237. Plaintiff ALVIN BLAKE is added herewith as Plaintiff ROE 181 pursuant
4 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
5 residing in the State of California, who borrowed money from Countrywide or its
6 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
7 deed of trust on his California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 238. Plaintiff TAWANA BLAKE is added herewith as Plaintiff ROE 182
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on her California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 239. Plaintiff BRETT HESKETT is added herewith as Plaintiff ROE 183
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on his California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 240. Plaintiff RIZZA HESKETT is added herewith as Plaintiff ROE 184
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on her California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 241. Plaintiff SHYAM SUNDER is added herewith as Plaintiff ROE 185
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
3 individual who borrowed money from Countrywide or its subsidiaries or affiliates
4 between January 1, 2003 and December 31, 2007, secured by a deed of trust on his real
5 estate. At all times material hereto, Countrywide has acted as Servicer or some other
6 control capacity over processing the loan.

7 242. Plaintiff VALLIUR NADU is added herewith as Plaintiff ROE 186
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual who borrowed money from Countrywide or its subsidiaries or affiliates
10 between January 1, 2003 and December 31, 2007, secured by a deed of trust on her real
11 estate. At all times material hereto, Countrywide has acted as Servicer or some other
12 control capacity over processing the loan.

13 243. Plaintiff MELANDO ANTHONY MARTINEZ is added herewith as
14 Plaintiff ROE 187 pursuant to this Court's order authorizing ROE plaintiffs in this action.
15 He is an individual residing in the State of California, who borrowed money from
16 Countrywide or its subsidiaries or affiliates between January 1, 2003 and December 31,
17 2007, secured by a deed of trust on his California real estate. At all times material hereto,
18 Countrywide has acted as Servicer or some other control capacity over processing the
19 loan.

20 244. Plaintiff MIKE MARTINEZ is added herewith as Plaintiff ROE 188
21 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
22 individual residing in the State of California, who borrowed money from Countrywide or
23 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
24 a deed of trust on his California real estate. At all times material hereto, Countrywide has
25 acted as Servicer or some other control capacity over processing the loan.
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1 245. Plaintiff HEATHER MAHONEY is added herewith as Plaintiff ROE 189
2 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
3 individual residing in the State of California, who borrowed money from Countrywide or
4 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
5 a deed of trust on her California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 246. Plaintiff DEBBION BRANFUHR is added herewith as Plaintiff ROE 190
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 247. Plaintiff SONIKA TURNER is added herewith as Plaintiff ROE 191
14 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
15 individual residing in the State of California, who borrowed money from Countrywide or
16 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
17 a deed of trust on her California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 248. Plaintiff DEBRA ANNEREIN is added herewith as Plaintiff ROE 192
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on her California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 249. Plaintiff ADNAN TORLAK is added herewith as Plaintiff ROE 193
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on his California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 250. Plaintiff LARRY SEESE is added herewith as Plaintiff ROE 194 pursuant
6 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
7 residing in the State of California, who borrowed money from Countrywide or its
8 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
9 deed of trust on his California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 251. Plaintiff DEBRA REIN is added herewith as Plaintiff ROE 195 pursuant to
12 this Court's order authorizing ROE plaintiffs in this action. She is an individual residing
13 in the State of California, who borrowed money from Countrywide or its subsidiaries or
14 affiliates between January 1, 2003 and December 31, 2007, secured by a deed of trust on
15 her California real estate. At all times material hereto, Countrywide has acted as Servicer
16 or some other control capacity over processing the loan.

17 252. Plaintiff ALFREDO HERRERA is added herewith as Plaintiff ROE 196
18 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on his California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 253. Plaintiff LORENA HERRERA is added herewith as Plaintiff ROE 197
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on her California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 254. Plaintiff MARIA JIMENEZ is added herewith as Plaintiff ROE 198
4 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
5 individual residing in the State of California, who borrowed money from Countrywide or
6 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
7 a deed of trust on her California real estate. At all times material hereto, Countrywide has
8 acted as Servicer or some other control capacity over processing the loan.

9 255. Plaintiff DIONICO CORTEZ is added herewith as Plaintiff ROE 199
10 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
11 individual residing in the State of California, who borrowed money from Countrywide or
12 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
13 a deed of trust on his California real estate. At all times material hereto, Countrywide has
14 acted as Servicer or some other control capacity over processing the loan.

15 256. Plaintiff DORA ALDRETE is added herewith as Plaintiff ROE 200
16 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
17 individual residing in the State of California, who borrowed money from Countrywide or
18 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
19 a deed of trust on her California real estate. At all times material hereto, Countrywide has
20 acted as Servicer or some other control capacity over processing the loan.

21 257. Plaintiff YOLINA LUQUIAS is added herewith as Plaintiff ROE 201
22 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
23 individual residing in the State of California, who borrowed money from Countrywide or
24 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
25 a deed of trust on her California real estate. At all times material hereto, Countrywide has
26 acted as Servicer or some other control capacity over processing the loan.

1 258. Plaintiff DON DECKER is added herewith as Plaintiff ROE 202 pursuant
2 to this Court's order authorizing ROE plaintiffs in this action. He is an individual
3 residing in the State of California, who borrowed money from Countrywide or its
4 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
5 deed of trust on his California real estate. At all times material hereto, Countrywide has
6 acted as Servicer or some other control capacity over processing the loan.

7 259. Plaintiff TAMMY DECKER is added herewith as Plaintiff ROE 203
8 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
9 individual residing in the State of California, who borrowed money from Countrywide or
10 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
11 a deed of trust on her California real estate. At all times material hereto, Countrywide has
12 acted as Servicer or some other control capacity over processing the loan.

13 260. Plaintiff ROSE CHANG is added herewith as Plaintiff ROE 204 pursuant
14 to this Court's order authorizing ROE plaintiffs in this action. She is an individual
15 residing in the State of California, who borrowed money from Countrywide or its
16 subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by a
17 deed of trust on her California real estate. At all times material hereto, Countrywide has
18 acted as Servicer or some other control capacity over processing the loan.

19 261. Plaintiff LANCE KENNISON is added herewith as Plaintiff ROE 205
20 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
21 individual residing in the State of California, who borrowed money from Countrywide or
22 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
23 a deed of trust on his California real estate. At all times material hereto, Countrywide has
24 acted as Servicer or some other control capacity over processing the loan.

25 262. Plaintiff GLORY KENNISON is added herewith as Plaintiff ROE 206
26 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
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1 individual residing in the State of California, who borrowed money from Countrywide or
2 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
3 a deed of trust on her California real estate. At all times material hereto, Countrywide has
4 acted as Servicer or some other control capacity over processing the loan.

5 263. Plaintiff D'ANN FRIEND is added herewith as Plaintiff ROE 207
6 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
7 individual residing in the State of California, who borrowed money from Countrywide or
8 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
9 a deed of trust on her California real estate. At all times material hereto, Countrywide has
10 acted as Servicer or some other control capacity over processing the loan.

11 264. Plaintiff MATTHEW FRIEND is added herewith as Plaintiff ROE 208
12 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
13 individual residing in the State of California, who borrowed money from Countrywide or
14 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
15 a deed of trust on her California real estate. At all times material hereto, Countrywide has
16 acted as Servicer or some other control capacity over processing the loan.

17 265. Plaintiff COURTNEY NICKERSON is added herewith as Plaintiff ROE
18 209 pursuant to this Court's order authorizing ROE plaintiffs in this action. She is an
19 individual residing in the State of California, who borrowed money from Countrywide or
20 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
21 a deed of trust on her California real estate. At all times material hereto, Countrywide has
22 acted as Servicer or some other control capacity over processing the loan.

23 266. Plaintiff BRIAN NICKERSON is added herewith as Plaintiff ROE 210
24 pursuant to this Court's order authorizing ROE plaintiffs in this action. He is an
25 individual residing in the State of California, who borrowed money from Countrywide or
26 its subsidiaries or affiliates between January 1, 2003 and December 31, 2007, secured by
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1 a deed of trust on his California real estate. At all times material hereto, Countrywide has
2 acted as Servicer or some other control capacity over processing the loan.

3 267. The other Plaintiffs, named as ROES 211 through 1000, are similarly
4 situated to Plaintiffs identified above in that they too borrowed money from the
5 Countrywide Defendants (as defined below) between the dates beginning on January 1,
6 2003 and ending on December 31, 2007, secured by deeds of trust on their California
7 realty. Further, at all times material hereto, Countrywide Defendants have acted as
8 Servicer or in another capacity with respect to loan processing. All of the foregoing
9 secured real estate loans made to Plaintiffs were wrongfully and fraudulently handled and
10 processed by Defendants, resulting in damages.

11 268. Plaintiffs' counsel is aware of and has provided services to the remaining
12 unnamed Roe plaintiffs, each of whom has sustained actual injury. The remaining Roes
13 sue under their names fictitiously because they either wish to maintain their privacy or
14 because Plaintiffs' counsel have not completed the due diligence necessary to properly
15 plead their claims as of the filing of this Third Amended Complaint. From time-to-time,
16 upon conducting the due diligence and learning the information sufficient to add
17 remaining Roe Plaintiffs to this action, Plaintiffs shall seek leave of Court to amend this
18 Third Amended Complaint to name these additional Roe Plaintiffs, or will follow such
19 other process as is prescribed by the Court.

20 269. An additional 4,539 persons have contacted counsel or their staffs
21 pertaining to the matters complained of herein. In the event Plaintiffs believe it is in
22 furtherance of judicial economy and justice to add all or any of these additional persons
23 to this Complaint, Plaintiffs shall bring a noticed motion to add such parties to this action.
24 In the event Plaintiffs file a separate lawsuit appertaining to all or any of these 4,539
25 persons, or such further number as may exist in view of future developments, Plaintiffs
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1 shall file all appropriate Notices of Related Cases in accordance with California law, or as
2 otherwise directed by the Court.

3 270. All named Plaintiffs and Roe Plaintiffs 1 through 41 as well as Roe
4 Plaintiff 201 have opted out of the settlement of In Re Countrywide Financial Corp
5 Customer Data Security Breach Litigation, Case No. 3:08-MD-01998 TBR (the
6 “Kentucky Class Action”). Until such time that Plaintiffs’ counsel is placed on notice
7 that other Roe Plaintiffs have opted out of the Kentucky Class Action, Plaintiffs do not
8 allege such. When additional Roe Plaintiffs are named, the pleading shall set forth
9 whether these Plaintiffs have, in fact, opted out of the settlement of the Kentucky Class
10 Action.

11 271. Prior to 1983, Defendant BANK OF AMERICA CORPORATION
12 (“BofA”) exclusively did business in California and has deep roots in California business
13 and culture. Now a Delaware corporation, BofA is currently a national bank with its
14 principal place of business in Charlotte, North Carolina and doing business in the State of
15 California and County of Los Angeles.

16 272. At all times material hereto, Defendant COUNTRYWIDE FINANCIAL
17 CORPORATION (“Countrywide”) was a Delaware corporation, or a division or
18 subsidiary of BofA, doing business in the State of California and County of Los Angeles.
19 COUNTRYWIDE FINANCIAL CORPORATION now does business as BAC HOME
20 LOANS SERVICING.

21 273. At all material times hereto, Defendant COUNTRYWIDE HOME
22 LOANS, INC. was a New York corporation, or a division or subsidiary of BofA, doing
23 business in the State of California and County of Los Angeles.

24 274. Defendant RECON TRUST COMPANY is a wholly owned subsidiary of
25 BofA that has intentionally and maliciously concealed the true names of entities to which
26 Plaintiffs’ home loans were transferred by other Countrywide Defendants. RECON
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1 TRUST COMPANY is one of BofA's agents which acts as trustee under the deeds of trust
2 securing real estate loans so as to foreclose on property securing the real estate loans held
3 or serviced by BofA. The foregoing is part of a scheme by which the Countrywide
4 Defendants concealed the transferees of loans and deeds of trust, inter alia in violation of
5 California Civil Code § 2923.5 and 15 U.S.C. § 1641, as more fully described herein.

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

18 276. Defendant JAMES AGATE, Doe Defendant 1, is an individual residing in
19 the State of California. During times relevant to this Complaint, Agate was engaged in
20 the business of referring potential borrowers to Countrywide Defendants so that
21 Countrywide or its affiliates could provide and service their mortgages. Defendant Agate
22 was a part of the Granada Mortgage Network (“Granada Network”), a group of real estate
23 brokers paid secretly by Mozillo to make loans which violated the Countrywide
24 Defendants’ underwriting standards and to otherwise further the Countrywide
25 Defendants’ scheme described herein. Members of the Granada Network are no longer at
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1 their prior addresses and no longer reachable at or through their previous physical or
2 email addresses or at or through their previous phone numbers.

3 277. Plaintiffs are informed and believe that the Granada Network consisted of
4 at least 75 companies that worked on the front lines for Mozillo and the Defendants to
5 implement Countrywide's plan to "take over" a substantial portion of the California
6 lending process community-by-community, and eventually statewide. As Plaintiffs
7 become aware of the identities of additional members of the Granada Network through
8 discovery, Plaintiffs will seek leave to amend this Complaint accordingly. Agate and all
9 future Doe defendants in the Granada Network are referred to herein as the "Granada
10 Network."

11 278. All Defendants, except the Granada Network are sometimes herein
12 referred to as the "Bank Defendants."

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

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

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

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

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

25 284. Countrywide’s remaining operations and employees have been transferred
26 to Bank of America, and Bank of America ceased using the Countrywide name in April
27

1 2009. On July 1, 2008, a New York Stock Exchange Form 25 was utilized to deregister
2 and delist Countrywide's common stock, and on July 22, 2008 Countrywide filed
3 Securities and Exchange Commission Form 15 deregistering its common stock under
4 Section 12(b) of the Securities Exchange Act of 1934, as amended.

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

14 **GENERAL FACTS**

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

17 287. Under California Civil Code § 1709 it is unlawful to willfully deceive
18 another "with intent to induce him to alter his position to his injury or risk."

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

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

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

- 6 a. Who the true lender and mortgagee were.
- 7 b. That to induce a Plaintiff to enter into the mortgage, the Countrywide
8 Defendants caused the appraised value of Plaintiff’s home to be
9 overstated.
- 10 c. That to disguise the inflated value of Plaintiff’s home, Countrywide was
11 orchestrating the over-valuation of homes throughout Plaintiff’s
12 community.
- 13 d. That to induce a Plaintiff to enter into a mortgage, the Countrywide
14 Defendants disregarded their underwriting requirements, thereby causing
15 Plaintiff to falsely believe that Plaintiff was financially capable of
16 performing Plaintiff’s obligations under the mortgage, when the
17 Countrywide Defendants knew that was untrue. One way they
18 systematically disregarded the underwriting requirements was through the
19 use of the Granada Network, another fact which Defendants systematically
20 failed to disclose to any California borrower.
- 21 e. That Countrywide not only had the right to securitize and sell Plaintiff’s
22 mortgage to third-party investors, but that it specifically planned and
23 intended to do so as to virtually all mortgages at highly-inflated and
24 unsustainable values.
- 25 f. That as to the intended sales:

1 i. The sales would include sales to nominees who were not
2 authorized under law at the time to own a mortgage, including,
3 among others, Mortgage Electronic Registration Systems Inc.,
4 a/k/a MERSCORP, Inc. (“*MERS*”), which according to its website
5 was created by mortgage banking industry participants to be only a
6 front or nominee to “streamline” the mortgage re-sale and
7 securitization process;

8 ii. Plaintiff’s true financial condition and the true value of
9 Plaintiff’s home and mortgage would not be disclosed to investors
10 to whom the mortgage would be sold;

11 iii. Countrywide intended to sell the mortgage together with
12 other mortgages as to which it also intended not to disclose the true
13 financial condition of the borrowers or the true value of their
14 homes or mortgages;

15 iv. The consideration to be sought from investors would be
16 greater than the actual value of the said notes and deeds of trust;
17 and

18 v. The consideration to be sought from investors would be greater
19 than the income stream that could be generated from the
20 instruments even assuming a 0% default rate thereon;

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

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

1 i. That the Countrywide Defendants also knew the foregoing would lead to
2 grave damage to each Plaintiff's property value and thereby result in
3 Plaintiff's loss of the equity Plaintiff invested in his house, as well as
4 damaging Plaintiff's credit rating, thereby causing Plaintiff additional
5 severe financial damage; and

6 j. That the Countrywide Defendants knew at the time of making each loan,
7 but did not disclose to Plaintiffs, that entire communities would become
8 "ghost-town-foreclosure-communities" after a domino effect of
9 foreclosures hit them.

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

18 292. Defendants cannot aver that the market would have worked its way out of
19 their fraud, because from 2004 they knew they fraud would result in a liquidity crisis and
20 at least 2005, Defendants embarked on a massive campaign to artificially inflate the
21 appraised values of homes on a county-by-county basis to mask their fraud. While the
22 first counties in 2004 were benign and low profile (e.g., Placer), the effort reached state-
23 wide, and out-of-state-wide, proportions by the middle of 2007.

24 293. Further, in violation of their own underwriting guidelines, Defendants
25 covertly offered Plaintiffs and others loans at a loan-to-value ratio that was unsustainable
26 and without income verification. The Countrywide Defendants knew, but concealed from
27

1 Plaintiffs that they knew, Plaintiffs would soon be unable to afford the loans once
2 introductory discount interest rates ended, and variable interest and balloon payments
3 kicked in.

4 294. Granada Network consulted with Mozilo and other representatives of the
5 Countrywide Defendants with respect to developing and furthering the scheme of
6 inflating property values community by community. Granada Network did this
7 throughout 2006 and 2007 in more than one dozen meetings. Granada Network was an
8 architect of the fraudulent scheme alleged herein, acting on behalf of and at the direction
9 of Defendants.

10 295. The Countrywide Defendants knew that when interest payments increased
11 and balloon payments became due, if not before, Plaintiffs and others would begin
12 defaulting on their mortgages and would suffer grievous losses from mortgages for which
13 they were not qualified. Given the inflated appraised values of their residences, even
14 without a decline in property values, few Plaintiffs would be able to refinance or sell their
15 homes without suffering a significant loss.

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

22 297. That is why on June 4, 2009, the SEC charged former Countrywide CEO
23 Angelo Mozilo (“*Mozilo*”) and two other former Countrywide executives with fraud
24 regarding “disturbing trends in Countrywide business practices,” as announced by Robert
25 Khuzami, Director of the SEC’s Division of Enforcement at a news conference on June 4,
26 2009. Khuzami explained the deception and the scheme, and confirmed it was never
27

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

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

23 299. As the SEC Complaint further makes clear, Countrywide was more
24 dependent than many of its competitors on selling loans it originated into the secondary
25 mortgage market. As the SEC Complaint explains: “In fact, the credit risk that
26 Countrywide was taking was so alarming to Mozilo that he internally issued a series of
27

1 increasingly dire assessments of various Countrywide loan products and the risks to
2 Countrywide in continuing to offer or hold those loans, while at the same time he,
3 Sambol, and Sieracki continued to make public statements obscuring Countrywide’s risk
4 profile and attempting to differentiate it from other lenders. In one internal email, Mozilo
5 referred to a particularly profitable subprime product as “toxic,” and in another he stated
6 that the company was “flying blind,” and had “no way” to predict the performance of its
7 heralded product, the Pay-Option ARM loan.” SEC Complaint ¶ 7.

8 300. The covert Countrywide scheme was, like all such schemes based on
9 deception, ultimately unsustainable. As the SEC Complaint further explains:

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

20 . . .

21 Countrywide’s increasingly wide underwriting guidelines
22 materially increased the company’s credit risk from 2004 through
23 2007, but this increased risk was not disclosed to investors. In
24 2007, as housing prices declined, Countrywide began to suffer
25 extensive credit problems as the inherent credit risks manifested
26 themselves. [¶ 32]

27 . . .

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

5 . . .
6 The credit risk described in the September 2004 warning
7 **worsened** from September 2004 to August 2007. [¶ 35 (Emphasis
8 in original)]

9 . . .
10 By no later than 2006, Mozilo and Sambol were on notice that
11 Countrywide's exotic loan products might not continue to be
12 saleable into the secondary market, yet this material risk was not
13 disclosed in Countrywide's periodic filings. [¶ 45]

14 . . .
15 Mozilo and Sambol made affirmative misleading public statements
16 in addition to those in the periodic filings that were designed to
17 falsely reassure investors about the nature and quality of
18 Countrywide's underwriting. [¶ 91]

19 . . .
20 Concurrent with its rising credit losses, Countrywide experienced a
21 liquidity crisis in August 2007. [¶ 104]

22 301. Based upon the allegations of the SEC set forth in this Complaint, the
23 Plaintiffs believe and thereon allege the same allegations herein.

24 302. Based upon information available to Plaintiffs counsel, Plaintiffs believe
25 and thereon allege that Defendants are currently causing payments to be made to co-
26 conspirators of Sambol and Mozilo to buy their silence. As of the date of this Third
27 Amended Complaint, discovery has been stayed. When discovery is permitted, Plaintiffs
28 shall begin serving subpoenas on California residents who worked for Defendants and

1 who are currently being instructed by Defendants to “protect” Defendants and to cover up
2 the scheme.

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

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

1 305. As defaults increased, the Countrywide Defendants used it as an
2 opportunity to increase their fees and to punish Plaintiffs and other borrowers. That is
3 why on June 7, 2010, the FTC announced that two Countrywide mortgage servicing
4 companies will pay \$108 million to settle FTC charges that they collected excessive fees
5 from cash-strapped borrowers who were struggling to keep their homes. The \$108
6 million represents one of the largest judgments imposed in an FTC case, and the largest
7 ever in a mortgage servicing case.

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

12 307. The FTC press release further explained:

13 According to the complaint filed by the FTC, Countrywide's loan-
14 servicing operation deceived homeowners who were behind on
15 their mortgage payments into paying inflated fees – fees that could
16 add up to hundreds or even thousands of dollars. Many of the
17 homeowners had taken out loans originated or funded by
18 Countrywide's lending arm, including subprime or
19 "nontraditional" mortgages such as payment option adjustable rate
20 mortgages, interest-only mortgages, and loans made with little or
21 no income or asset documentation, the complaint states.

22 Mortgage servicers are responsible for the day-to-day management
23 of homeowners' mortgage loans, including collecting and crediting
24 monthly loan payments. Homeowners cannot choose their
25 mortgage servicer

26 . . .

1 When homeowners fell behind on their payments and were in
2 default on their loans, Countrywide ordered property inspections,
3 lawn mowing, and other services meant to protect the lender's
4 interest in the property, according to the FTC complaint. But
5 rather than simply hire third-party vendors to perform the services,
6 Countrywide created subsidiaries to hire the vendors. The
7 subsidiaries marked up the price of the services charged by the
8 vendors – often by 100% or more – and Countrywide then charged
9 the homeowners the marked-up fees. The complaint alleges that
10 the company's strategy was to increase profits from default-related
11 service fees in bad economic times. As a result, even as the
12 mortgage market collapsed and more homeowners fell into
13 delinquency, Countrywide earned substantial profits by funneling
14 default-related services through subsidiaries that it created solely to
15 generate revenue.

16
17 In addition, in servicing loans for borrowers trying to save their
18 homes in Chapter 13 bankruptcy proceedings, ***the complaint***
19 ***charges that Countrywide made false or unsupported claims to***
20 ***borrowers about amounts owed or the status of their loans.***

21 Countrywide also failed to tell borrowers in bankruptcy when new
22 fees and escrow charges were being added to their loan accounts.
23 The FTC alleges that after the bankruptcy case closed and
24 borrowers no longer had bankruptcy court protection, Countrywide
25 unfairly tried to collect those amounts, including in some cases via
26 foreclosure. [Emphasis supplied]

27 308. Based upon the allegations of the FTC set forth in this Complaint, the
28 Plaintiffs believe and thereon allege the same allegations herein.

1 309. The Countrywide Defendants concealed and did not accurately or fully
2 disclose to any Plaintiff herein any of the foregoing facts. Further, Defendants did not
3 disclose or explain their scheme to Plaintiffs at any time. They did the foregoing with
4 the intent to deceive Plaintiffs and the investing public. Plaintiffs did not know the
5 massive scheme Countrywide had devised.

6 310. To the contrary, Countrywide affirmatively misrepresented its
7 underwriting processes, the value of its mortgages and the fundamental nature of its
8 business model in its press releases, annual report and securities filings, all of which were
9 widely distributed to the public, including Plaintiffs. Countrywide intended the public,
10 including Plaintiffs, to rely upon its misrepresentations and made those
11 misrepresentations to create false confidence in Countrywide and to further its fraud on
12 borrowers and investors.

13 311. Plaintiffs would never have done business with the Countrywide
14 Defendants if Defendants had disclosed their scheme. Had the Plaintiffs known the facts
15 concealed from them by Defendants, Plaintiffs would have never entered into bogus and
16 predatory transactions with the Countrywide Defendants designed only to line the
17 pockets of Defendants and their executives and not to actually and justifiably create value
18 and generate capital from the Plaintiffs' equity investments in their primary residences.

19 312. If the Plaintiffs had later learned the truth, each Plaintiff would have either
20 (a) rescinded the loan transaction under applicable law and/or (b) refinanced the loan
21 transaction with a reputable institution prior to the decline in mortgage values in late
22 2008. Instead, each Plaintiff reasonably relied on the deceptions of the Countrywide
23 Defendants in originating their loans and forbearing from exercising their rights to
24 rescind or refinance their loans.

25 313. After entering into the transactions with each Plaintiff herein as alleged
26 herein, the Countrywide Defendants, with the assistance of the other Defendants herein,
27

1 sold in securities transactions the notes and deeds of trust pertaining to Plaintiffs'
2 properties. The sales:

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

19 314. Countrywide hid from Plaintiffs that Countrywide was engaged in an
20 effort to increase market share and sustain revenue generation through unprecedented
21 expansions of its underwriting guidelines, taking on ever-increasing credit risk.

22 315. At the time the Countrywide Defendants induced Plaintiffs to enter into
23 mortgages, they knew their scheme would lead to a liquidity crisis and grave damage to
24 each Plaintiff's property value and thereby result in each Plaintiff's loss of the equity
25 such Plaintiff invested in his house, as well as damaging the Plaintiff's credit rating,
26 thereby causing the Plaintiff additional severe financial damage consisting of the
27

1 foregoing damages and damages described elsewhere in this Complaint. The Defendants
2 concealed the foregoing from Plaintiffs, California consumers and regulators, initially at
3 Countrywide's direction and thereafter at BofA's direction.

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

13 317. The other Defendants followed BofA's direction because they are either
14 subsidiaries of BofA, directly or indirectly owned, controlled and dominated by BofA, or
15 because they are in an unequal economic and/or legal relationship with BofA by which
16 they are beholden to BofA and are thereby controlled and dominated by BofA.

17 318. As a proximate and foreseeable result of the Countrywide Defendants' sale
18 of the notes and deeds of trust regarding Plaintiffs' properties and others similarly
19 situated for more than the actual value of such instruments, securitization pools lacked
20 the cash flow necessary to maintain the securitization pools in accordance with their
21 indentures. The unraveling of the Defendants' fraudulent scheme has materially
22 depressed the price of real estate throughout California, including the real estate owned
23 by Plaintiffs, resulting in the losses to Plaintiffs described herein.

24 319. After certain Plaintiffs filed the Complaint herein, Defendants, under
25 direction of BofA, covertly embarked a supplemental scheme to browbeat Plaintiffs into
26 foregoing and waiving rights. That scheme included, among other things, advising
27

1 Plaintiffs that Defendants would consider loan modifications, while at the same time
2 covertly referring Plaintiffs' files to servicing companies in India instructed to obfuscate,
3 badger, delay and divert the Plaintiffs from enforcing their rights.

4 320. These Indian service centers did not provide the information sought by
5 Plaintiffs, did not facilitate the process of loan modifications and did not comply, in any
6 material respect, with the spirit and intent of loan modifications requirements embodied
7 in Cal. Civil Code § 2923.5 *et seq.*, or the federal Helping Families Save Their Homes
8 Act of 2009.

9 321. At the same time, Defendants continue to issue notices of default in
10 violation of Cal. Civil Code § 2923.5 and despite assurances that the failures will be
11 remedied, corrective action is dilatory, at best.

12 322. The foregoing is part of the ratification of the Countrywide Defendants'
13 bad acts by BofA. Since acquiring Countrywide in 2008, BofA has accepted the benefits
14 of Countrywide's bad acts and ratified and adopted those acts with a concerted campaign
15 to suppress Plaintiffs and others who seek to enforce their rights. That campaign
16 includes, among other components to be established through discovery:

- 17 a. The intentional use of Indian service centers and others to frustrate
18 Plaintiffs and other borrowers seeking information about their mortgages
19 and loan modifications.
- 20 b. Intentional violation of Cal. Civil Code § 2923.5 and dilatory steps to
21 remedy those failures, even when notified thereof.
- 22 c. Fraud on this Court and on Plaintiffs and other Californians with respect to
23 the Kentucky Class Action and the settlement thereof ("*Kentucky*
24 *Settlement*"), all intended to prevent Plaintiffs from obtaining recourse for
25 Countrywide's massive and willful breaches of Plaintiffs' privacy rights.
26
27

1 323. BofA and the other defendants failed ever to inform this Court of the
2 Kentucky Class Action, thereby irreparably tainting this Court's denial of a default on the
3 privacy cause of action herein when Defendants had failed to responsively plead to that
4 cause of action for more than a year. Despite numerous motions, hearings, mediation and
5 settlement conferences, Defendants never disclosed to any of Plaintiffs, their counsel or
6 the Court the existence of the Kentucky Class Action or the Kentucky Settlement, even
7 though they were fully aware of the foregoing and fully aware that the Kentucky
8 Settlement purported to compromise and settle the privacy claims of Plaintiffs, even
9 though Californians have unique and fundamental rights of privacy not enjoyed by other
10 Americans.

11 324. On May 14, 2010, some 18 months after the consolidation of cases
12 creating the Kentucky Class Action and five months after the Kentucky court approved of
13 the terms of the Kentucky Settlement, and only after Plaintiffs discovered and disclosed
14 the Kentucky Class Action, Defendants for the first time disclosed the existence of the
15 Kentucky Class Action and Kentucky Settlement in this litigation.

16 325. Following an *ex parte* application in this Court for a TRO (denied), the
17 Defendants on or about June 7, 2010 for the first time disclosed a purported order
18 freezing the rights of Kentucky Class members to pursue their claims. For seven months
19 after that order was issued in December 2009, Defendants withheld it from this Court and
20 continued litigating the privacy issues, including by filing a Demurrer seeking the
21 dismissal of Plaintiffs' privacy claims, without ever mentioning the order they apparently
22 were violating.

23 326. As further ratification of Countrywide's bad acts, BofA directed that the
24 special rights of Californians under the California Constitution not be disclosed to the
25 Kentucky Court, thereby tainting the settlement terms and caused materially misleading
26 notices of settlement to be published for the purpose of confusing Californians and
27

1 inducing them to waive valuable rights. The Notices disclose only that each Class
2 member can apply for damages of \$50,000 and that the total amount available for such
3 payments is \$5 million. However, never do the Notices disclose, among other things,
4 there are from 2.4 million to 17 million members of the Class, depending upon how it is
5 computed. That comes to just thirty cents to \$2.10 per Class member, not \$50,000. The
6 \$50,000 number is materially misleading and intended to improperly induce recipients of
7 the notice not to “opt out.”

8 327. The Notice also never discloses that no member of the Class can receive
9 anything except after first exhausting his or her insurance, or that the only real “benefit”
10 provided by the Settlement Agreement is a credit watch package from Experian that
11 retails for \$14.95 per month. No place does the Notice disclose the price or cost of the
12 Experian package. There is no disclosure of any commission or referral fee being paid to
13 BofA or its affiliates. There is no disclosure of alternatives available to Californians,
14 including participation in this action at no cost. Further, the opt-out process is
15 cumbersome and can not be performed online.

16 328. By the foregoing acts, BofA is intentionally making it difficult or
17 impossible for victims of Countrywide’s massive mortgage fraud and privacy violations
18 to enforce their rights. By taking these steps, BofA accepts the benefits of Countrywide’s
19 wrongful behavior and ratifies and adopts that behavior.

20 **FIRST CAUSE OF ACTION**

21 **(By All Plaintiffs – Fraudulent Concealment – Against All Defendants)**

22 329. Paragraphs 1 through 328 are hereby incorporated by reference as though
23 fully set forth herein.

24 330. Defendants had exclusive knowledge not accessible to Plaintiffs of
25 material facts pertaining to its mortgage lending activities that it did not disclose to
26 Plaintiffs at the time it was entering into contracts with Plaintiffs. As more fully alleged
27

1 herein, these facts included false appraisals, violation of Defendants' underwriting
2 guidelines, the intent to sell Plaintiffs' mortgages above their actual values to bilk
3 investors and knowledge that the scheme would result in a liquidity crisis that would
4 gravely damage Plaintiffs.

5 331. Further, in connection with entering into contracts with Plaintiffs,
6 Defendants made partial (though materially misleading) statements and other disclosures
7 as to their prominence and underwriting standards in the public releases, on their web
8 site, in their literature and at their branch offices. However, Defendants suppressed
9 material facts relating thereto as set forth above. Countrywide knew that the mortgages
10 would be "pooled," and "securitized sale." Countrywide also knew that within a
11 foreseeable period, its investors would discover that Countrywide's mortgagees could not
12 afford their loans and the result would be foreclosures and economic devastation. It was
13 the movie *The Sting* in real life, with real lives and with people whose homes were often
14 times their only asset.

15 332. Countrywide was more dependent than many of its competitors on selling
16 loans it originated into the secondary mortgage market, an important fact it disclosed to
17 investors. Mozilo expected that the deteriorating quality of the loans that Countrywide
18 was writing, and the poor performance over time of those loans, would ultimately curtail
19 the company's ability to sell those loans in the secondary mortgage market. Mozilo and
20 the company's chief risk officer warned David Sambol ("*Sambol*"), Countrywide's chief
21 operating officer and president, and Eric Sieracki ("*Sieracki*"), chief financial officer
22 about the increased risk that Countrywide was assuming. Each of the foregoing was
23 aware, but Countrywide failed to disclose, that Countrywide's business model was
24 unsustainable.

25 333. In fact, the credit risk that Countrywide was taking was so alarming to
26 Mozilo that he internally issued a series of increasingly dire assessments of various
27

1 Countrywide loan products and the risks to Countrywide in continuing to offer or hold
2 those loans, while at the same time he, Sambol, and Sieracki continued to make public
3 statements obscuring Countrywide’s risk profile and attempting to differentiate it from
4 other lenders. In one internal email, Mozilo referred to a particularly profitable subprime
5 product as “toxic,” and in another he stated that the company was “flying blind.” Mozilo
6 believed that the risk was so high and that the secondary market had so mispriced Pay-
7 Option ARM loans that he repeatedly urged that Countrywide sell its entire portfolio of
8 those loans. Despite their awareness of, and Mozilo’s severe concerns about, the
9 increasing risk Countrywide was undertaking, Countrywide hid these risks from the
10 borrowers, potential borrowers and investors.

11 334. Defendants misled borrowers, potential borrowers and investors by failing
12 to disclose substantial negative information regarding Countrywide’s loan products,
13 including:

- 14 a. The increasingly lax underwriting guidelines used by the company in
15 originating loans;
- 16 b. The company’s pursuit of a “matching strategy” in which it matched the
17 terms of any loan being offered in the market, even loans offered by
18 primarily subprime originators;
- 19 c. The high percentage of loans it originated that were outside its own
20 already widened underwriting guidelines due to loans made as exceptions
21 to guidelines;
- 22 d. Countrywide’s definition of “prime” loans included loans made to
23 borrowers with FICO scores well below any industry standard definition
24 of prime credit quality;
- 25
- 26
- 27

1 e. The high percentage of Countrywide's subprime originations that had a
2 loan to value ratio of 100%, for example, 62% in the second quarter of
3 2006; and

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

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

12 336. Plaintiffs did not know the concealed facts.

13 337. Defendants intended to deceive Plaintiffs. As described herein, that
14 deception was essential to their overall plan to bilk investors, trade on inside information
15 and otherwise pump the value of Countrywide stock.

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

21 339. As a proximate result of the foregoing concealment by Defendants,
22 California property values have precipitously declined and continue to decline, gravely
23 damaging Plaintiffs by materially reducing the value of their primary residences,
24 depriving them of access to equity lines, second mortgages and other financings
25 previously available based upon ownership of a primary residence in California, in
26 numerous instances leading to payments in excess of the value of their properties, thereby
27

1 resulting in payments with no consideration and often subjecting them to reduced credit
2 scores (increasing credit card and other borrowing costs) and reduced credit availability.

3 340. Without limiting the damages as described elsewhere in this Complaint,
4 Plaintiffs damages arising from this Cause of Action also include loss of equity in their
5 houses, costs and expenses related to protecting themselves, reduced credit scores,
6 unavailability of credit, increased costs of credit, reduced availability of goods and
7 services tied to credit ratings, increased costs of those services, as well as fees and costs,
8 including, without limitation, attorneys' fees and costs.

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

12 342. As a result of the foregoing, Plaintiffs' damages herein are exacerbated by
13 a continuing decline in residential property values and further erosion of their credit
14 records.

15 343. Defendants' concealments, both as to their pervasive mortgage fraud and
16 as to their purported efforts to resolve loan modifications with Plaintiffs, are substantial
17 factors in causing the harm to Plaintiffs described in this Third Amended Complaint.

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

23 /

24 /

25 /

1 **SECOND CAUSE OF ACTION**

2 **(By All Plaintiffs - Intentional Misrepresentation – Against All Defendants)**

3 345. Paragraphs 1 through 344 are hereby incorporated by reference as though
4 fully set forth herein.

5 346. From 2005 through 2007, Countrywide misled the public, including
6 Plaintiffs, by falsely assuring them that Countrywide was primarily a prime quality
7 mortgage lender which had avoided the excesses of its competitors. As described herein
8 with specific examples, affirmative misrepresentations and material omissions permeated
9 Countrywide’s website, customer and investor materials, required securities filings and
10 presentations.

11 347. Without limiting the foregoing, Countrywide’s Forms 10-K for 2005,
12 2006, and 2007 falsely represented that Countrywide “manage[d] credit risk through
13 credit policy, underwriting, quality control and surveillance activities,” and the 2005 and
14 2006 Forms 10-K falsely stated that Countrywide ensured its continuing access to the
15 mortgage backed securities market by “consistently producing quality mortgages.”

16 348. During the course of this fraud, Mozilo engaged in insider trading in
17 Countrywide’s securities.

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

24 350. Nothing in Countrywide’s securities filings informed Plaintiffs that
25 Countrywide’s “prime non-conforming” category included loan products with increasing
26 amounts of credit risk. While guidance issued by the banking regulators referenced a
27

1 credit score (“FICO score”) at 660 or below as being an indicator of a subprime loan,
2 some within the banking industry drew the distinction at a score of 620 or below.
3 Countrywide, however, did not consider **any** FICO score to be too low to be categorized
4 within “prime.” Nor did Countrywide’s definition of “prime” inform Plaintiffs that its
5 “prime non-conforming” category included so-called “Alt-A” loan products with
6 increasing amounts of credit risk, such as (1) reduced or no documentation loans; (2)
7 stated income loans; and (3) loans with loan to value or combined loan to value ratios of
8 95% and higher. Finally, it did not disclose that Pay-Option ARM loans, including
9 reduced documentation Pay-Option ARM loans, were included in the category of prime
10 loans.

11 351. Though Countrywide proclaimed in its Forms 10-K for 2005, 2006, and
12 2007 that it managed credit risk through its loan underwriting, the company’s
13 increasingly wide underwriting guidelines and exceptions process materially increased
14 Countrywide’s credit risk during that time.

15 352. Countrywide depended on its sales of mortgages into the secondary market
16 as an important source of revenue and liquidity. As a result, Countrywide was not only
17 directly exposed to credit risk through the mortgage-related assets on its balance sheet,
18 but also indirectly exposed to the risk that the increasingly poor quality of its loans would
19 prevent their continued profitable sale into the secondary mortgage market and impair
20 Countrywide’s liquidity. Rather than disclosing this increasing risk, Countrywide gave
21 false comfort, again touting Countrywide’s loan quality. For example, Countrywide
22 stated in its 2005 Form 10-K: “We ensure our ongoing access to the secondary mortgage
23 market by consistently producing quality mortgages. . . . We make significant
24 investments in personnel and technology to ensure the quality of our mortgage loan
25 production.” A virtually identical representation appears in Countrywide’s 2006 Form
26 10-K. Accordingly, Countrywide’s failure to disclose its widening underwriting
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1 guidelines and the prevalence of exceptions to those guidelines in 2005 and 2006
2 constituted material omissions from Countrywide's periodic reports.

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

12 354. Countrywide never made any disclosures in its Forms 10-Q or 10-K for
13 2005, 2006, or 2007 about the unprecedented expansion of its underwriting guidelines.
14 Instead, Countrywide made public statements from 2005 through 2007 that were intended
15 to mislead Plaintiffs about the increasingly aggressive underwriting at Countrywide and
16 the financial consequences of those widened underwriting guidelines.

17 355. These documents contained misrepresentations as follows:

- 18 a. First, Countrywide's Forms 10-K for 2005, 2006, and 2007 stated that
19 Countrywide "manage[d] credit risk through credit policy, underwriting,
20 quality control and surveillance activities" and touted the Company's
21 "proprietary underwriting systems . . . that improve the consistency of
22 underwriting standards, assess collateral adequacy and help to prevent
23 fraud." These statements were false, because Countrywide knew that a
24 significant portion of Countrywide's loans were being made as exceptions
25 to Countrywide's already extremely broad underwriting guidelines.
26
27

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

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

24 356. Nothing in that definition informed Plaintiffs that Countrywide included in
25 its prime category loans with FICO scores below 620. Nor did the definition inform
26 Plaintiffs that the “prime non-conforming” category included loan products with
27

1 increasing amounts of credit risk, such as (1) reduced and/or no documentation loans; (2)
2 stated income loans; or (3) loans with loan to value or combined loan to value ratios of
3 95% and higher. Finally, it did not disclose that Countrywide’s riskiest loan product, the
4 Pay-Option ARM, was classified as a “prime loan.”

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

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

17 359. In the July 26, 2005 earnings call, Mozilo claimed that he was “not aware
18 of any change of substance in [Countrywide’s] underwriting policies” and that
19 Countrywide had not “taken any steps to reduce the quality of its underwriting regimen.”
20 In that same call, Mozilo touted the high quality of Countrywide’s Pay- Option ARM
21 loans by stating that “[t]his product has a FICO score exceeding 700. . . . the people that
22 Countrywide is accepting under this program . . . are of much higher quality. . . that [sic]
23 you may be seeing . . . for some other lender.” On January 31, 2006, Mozilo stated in an
24 earnings call “It is important to note that [Countrywide’s] loan quality remains extremely
25 high.” On April 27, 2006, Mozilo stated in an earnings call that Countrywide’s “pay
26 option loan quality remains extremely high” and that Countrywide’s “origination
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1 activities [we]re such that, the consumer is underwritten at the fully adjusted rate of the
2 mortgage and is capable of making a higher payment, should that be required, when they
3 reach their reset period.” These statements were false when made, because on April 4,
4 2006, Mozilo wrote of the bank’s pay-option portfolio, “[s]ince over 70% [of borrowers]
5 have opted to make the lower payment it appears that it is just a matter of time that we
6 will be faced with much higher resets and therefore much higher delinquencies.”

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

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

21 362. At a Fixed Income Investor Forum on September 13, 2006, Mozilo upheld
22 Countrywide as a “role model to others in terms of responsible lending.” He went on to
23 remark that “[t]o help protect our bond holder customers, we engage in prudent
24 underwriting guidelines” with respect to Pay-Option loans. These statements were false
25 when made.
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1 363. In the January 30, 2007 earnings conference call, Mozilo attempted to
2 distinguish Countrywide from other lenders by stating “we backed away from the
3 subprime area because of our concern over credit quality.” On March 13, 2007, in an
4 interview with Maria Bartiromo on CNBC, Mozilo said that it would be a “mistake” to
5 compare monoline subprime lenders to Countrywide. He then went on to state that the
6 subprime market disruption in the first quarter of 2007 would “be great for Countrywide
7 at the end of the day because all of the irrational competitors will be gone.”

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

20 365. The foregoing misrepresentations were made with the intention that
21 Plaintiffs rely thereon. It was important to Countrywide that Plaintiffs rely on its
22 misrepresentations so that Plaintiffs would come to a false understanding as to the nature
23 of Countrywide’s business. The foregoing misrepresentations were specifically intended
24 to convince Plaintiffs to take mortgages from Countrywide Defendants.

25 366. The campaign of misinformation succeeded. Plaintiffs relied upon the
26 misrepresentations and entered into mortgages with Countrywide Defendants.

1 367. By reason of Countrywide’s prominence and campaign of deception as to
2 its business plans and the relationship of trust developed between each of the Defendants
3 and Plaintiffs, Plaintiffs were justified in relying upon Defendants’ representations.

4 368. Granada Network, including Agate, met with Mozillo and other
5 representatives of the Countrywide Defendants to plan and implement the scheme
6 described herein. The Granada Network participated in developing the
7 misrepresentations to borrowers, including Plaintiffs herein and to investors. They shared
8 in the financial benefits of the scheme and ratified and approved of the material steps
9 therefore taken by the other Defendants. Conversely, the Countrywide Defendants
10 approved of, ratified and shared in the fees and other revenue received by the Granada
11 Network arising from its participation in the scheme.

12 369. As a result of relying upon the foregoing misrepresentations, each Plaintiff
13 entered into a mortgage contract with Countrywide Defendants.

14 370. In fact, the appraisals were inflated. Countrywide did not utilize quality
15 underwriting processes. Countrywide’s financial condition was not sound, but was a
16 house of cards ready to collapse, as Countrywide well knew, but Plaintiffs did not.
17 Further, Plaintiffs’ mortgages were not refinanced with fixed rate mortgages and neither
18 Agate nor Countrywide ever intended that they would be.

19 371. As a result of Countrywide’s scheme described herein, Plaintiffs could not
20 afford the Countrywide mortgage when its variable rate features and/or balloon payments
21 kicked in. Further, as a result of the Countrywide scheme, Plaintiffs could not refinance
22 or sell their residence without suffering a loss of their equity investments.

23 372. As a result of the foregoing, Plaintiffs have lost all or a substantial portion
24 of the equity invested in their houses and suffered reduced credit ratings and increased
25 borrowing costs, among other damages described herein.
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1 373. Plaintiffs' reliance on the misrepresentations of the Countrywide
2 Defendants, appraisers and Agate, all directed and ratified by the Countrywide
3 Defendants, was a substantial factor in causing Plaintiffs' harm.

4 374. BofA and the Countrywide Defendants represented to multiple Plaintiffs
5 that they would be assisted by Defendants in a loan modification. As described herein,
6 that representation was false. Defendants knew that representation was false when they
7 made it.

8 375. Because of new laws pertaining to loan modifications and Defendants'
9 insistence that they had a genuine interest in complying therewith and in keeping
10 borrowers in their homes, Plaintiffs reasonably relied on the representations.

11 376. By delaying Plaintiffs from pursuing their rights and by increasing
12 Plaintiffs' costs and the continuing erosion of each Plaintiff's credit rating, each
13 Plaintiff's reliance harmed that Plaintiff.

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

20 378. Plaintiffs' reliance on the representations made by BofA and Countrywide
21 Defendants was a substantial factor in causing Plaintiffs' harm.

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

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1 **THIRD CAUSE OF ACTION**
2 **(By All Plaintiffs - Negligent Misrepresentation – Against All Bank Defendants)**

3 380. Paragraphs 1 through 379 are hereby incorporated by reference as though
4 fully set forth herein.

5 381. Although the BofA, Countrywide Defendants, Agate and other members of
6 the Granada Network may have reasonably believed some or all of the representations
7 they made, described in this Complaint, were true, none of them had reasonable grounds
8 for believing such representations to be true at the time: (a) the representations were
9 instructed to be made, as to those Defendants instructing others to make representations,
10 or (b) at the time the representations were made, as to those Defendants making
11 representations and those Defendants instructing others to make the representations, or
12 (c) at the time the representations were otherwise ratified by the Countrywide
13 Defendants.

14 382. Such representations, fully set forth in the First Cause of Action and
15 previous sections of this Complaint, were not true.

16 383. BofA, the Countrywide Defendants and Agate intended that Plaintiffs rely
17 upon those misrepresentations.

18 384. As described herein, Plaintiffs reasonably relied on those representations.

19 385. By reason of Countrywide’s prominence and campaign of deception as to
20 its business plans and the relationship of trust developed between each of the Defendants
21 and Plaintiffs, Plaintiffs were justified in relying upon Defendants’ representations.

22 386. As a result of relying upon the foregoing misrepresentations, each Plaintiff
23 entered into a mortgage contract with a Countrywide Defendant.

24 387. As a result of Countrywide’s scheme described herein, Plaintiffs could not
25 afford his or her Countrywide mortgage when its variable rate features and/or balloon
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1 payments kicked in. Further, as a result of the Countrywide scheme, Plaintiffs could not
2 refinance or sell his or her residence without suffering a loss of Plaintiff's equity.

3 388. Without limiting the damages as described elsewhere in this Complaint,
4 Plaintiffs damages as a result of the foregoing also include loss of equity in their houses,
5 costs and expenses related to protecting themselves, reduced credit scores, unavailability
6 of credit, increased costs of credit, reduced availability of goods and services tied to
7 credit ratings, increased costs of those services, as well as fees and costs, including,
8 without limitation, attorneys' fees and costs.

9 389. Plaintiffs are entitled to such relief as is set forth in this Cause of Action
10 and such further relief as is set forth below in the section captioned Prayer for Relief
11 which is by this reference incorporated herein.

12 **FOURTH CAUSE OF ACTION**
13 **(By all Plaintiffs – Invasion of Constitutional Right to Privacy – Against All Bank**
14 **Defendants)**

15 390. Paragraphs 1 through 389 are hereby incorporated by reference as though
16 fully set forth herein.

17 391. The guarantee of privacy granted to each Californian is a special and
18 unique right embedded in the very first clause of the California Constitution. Article I, §
19 1 of the California Constitution provides:

20 All people are by nature free and independent and have inalienable
21 rights. Among these are enjoying and defending life and liberty,
22 acquiring, possessing, and protecting property, and pursuing and
23 obtaining safety, happiness, and **privacy**. (Emphasis supplied)

24 392. The unauthorized disclosure of "*Private Information*" (confidential,
25 nonpublic personal information, including such information as social security numbers,
26 dates of birth, property values, bank and credit card account numbers, and other personal
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1 information) is a fundamental violation of Californians' inalienable right to privacy. Each
2 Plaintiff has a constitutionally protected privacy interest and right in his or her Private
3 Information.

4 393. Each Plaintiff provided Private Information to the Countrywide
5 Defendants as a requirement for obtaining a mortgage from Countrywide. Each Plaintiff
6 had a reasonable expectation that the Countrywide Defendants would preserve the
7 privacy of that Plaintiff's Private Information. The right of privacy and the Plaintiffs'
8 interest in their Private Information is a constitutionally protected inalienable property
9 right.

10 394. Defendants directly and through their agents violated Plaintiffs' inalienable
11 privacy rights by disclosing the Private Information without their knowledge,
12 authorization or consent. This unauthorized disclosure of private information is intrusive
13 into the most private reaches of the Plaintiffs' lives, and does not include information that
14 is of a legitimate public concern.

15 395. Possession of personal confidential information allows criminals to
16 "breed" identities, that is, to obtain other forms of identification that may further enhance
17 their ability to misuse another's identity.

18 396. Social security numbers are among the most sought after and valuable
19 items of personal information to an identity thief.

20 397. The average victim of unauthorized use of wrongfully disclosed personal
21 confidential information spends approximately 600 hours and \$1,400 repairing his or her
22 credit once violated.

23 398. Victims of identity theft also often suffer further financial loss from the
24 denial of credit or utility services, increased difficulty in securing employment and
25 housing, and higher insurance and credit rates. In some cases, an identity theft victim
26 may even have a criminal record develop in his or her name. Further costs include lost
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1 wages or vacation time, diminished work performance, increased medical problems, and
2 impact on family and friends.

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

7 400. The California Constitution (Art. I, § 1) is self-executing and confers a
8 right of action beyond the scope of the mere common law tort. *See, e.g., Burt v. Orange*
9 (2004) 120 Cal.App.4th 273, 284.

10 401. Fundamental to privacy is the ability to control circulation of personal
11 information. The proliferation of business records over which individuals have no
12 control limits their ability to control their personal lives. Personal privacy is threatened
13 by the information-gathering capabilities and activities of private business – and never
14 more than when a financial institution that requires personal information to permit a
15 consumer to buy a home and obtains it with the assertion and promise it will be
16 safeguarded fails to safeguard that information.

17 402. On information and belief, as Countrywide's condition deteriorated, in
18 furtherance of Countrywide's unlawful deception of Plaintiffs and Countrywide's
19 investors, Defendants began running credit checks on its borrowers to determine who was
20 experiencing financial difficulties. These credit checks were outsourced, meaning that
21 private data and other information was sent off-site. The goal was to develop information
22 that could be used to further Defendants' fraud involving the sale of collateralized
23 securities and also to improperly provide information to those who already had purchased
24 such collateralized securities in order to give Countrywide a tactical advantage ahead of
25 other banks.

1 403. But, the real estate market collapsed so rapidly that Countrywide was
2 caught in the middle of its scheme. The FBI then identified Countrywide employees for
3 their role in the unlawful disclosure of private and confidential information.

4 404. On information and belief, third parties unlawfully used the Private
5 Information acquired from Countrywide thereby further damaging each Plaintiff.

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

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

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

20 408. Without limiting the damages as described elsewhere in this Complaint,
21 Plaintiffs damages as a result of the foregoing also include direct losses associated with
22 identity theft and the losses associated with reduced credit scores, including, among
23 others, unavailability of credit, increased costs of credit, reduced availability of goods
24 and services tied to credit ratings, increased costs of those services, as well as fees and
25 costs, including, without limitation, attorneys' fees and costs.
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1 409. Defendants acted with actual malice by disclosing Plaintiffs' Private
2 Information, failing to cure the same, concealing the magnitude of the problem, and then
3 lying to this Court and the Kentucky Federal Court, and retaliating against California
4 Plaintiffs herein by covertly attempting to maneuver this Court into depriving them of
5 their rights. Plaintiffs are entitled to exemplary and punitive damages in a sum according
6 to proof and such further relief as is set forth below in the section captioned Prayer for
7 Relief which is by this reference incorporated herein.

8 **FIFTH CAUSE OF ACTION**
9 **(By All Plaintiffs – Violation of California Financial Information Privacy Act –**
10 **Against All Bank Defendants)**

11 410. Paragraphs 1 through 409 are incorporated by reference as though fully set
12 forth herein.

13 411. The Defendants' disclosure of nonpublic personal information and
14 personally identifiable financial information constituted violations of the California
15 Financial Information Privacy Act. California Financial Code §§ 4050-4060.

16 412. Without limiting the damages as described elsewhere in this Complaint,
17 Plaintiffs damages as a result of the foregoing also include direct losses associated with
18 identity theft and the losses associated with reduced credit scores, including, among
19 others, unavailability of credit, increased costs of credit, reduced availability of goods
20 and services tied to credit ratings, increased costs of those services, as well as fees and
21 costs, including, without limitation, attorneys' fees and costs.

22 413. The Plaintiffs may recover damages under California Financial Code §
23 4057(a) according to proof and such further relief as is set forth below in the section
24 captioned Prayer for Relief which is by this reference incorporated herein.

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SIXTH CAUSE OF ACTION

(Injunctive Relief for Violation of Cal. Civil Code § 2923.5 – By Plaintiffs ROMAN, PAZARAN, HARRISON, SEATON, HAMPTON, MINNAAR, PAUL RONALD LISA RONALD, PRISCILLA BOWIN, MARK BOWIN, FURMAN, JEDLOWSKI, MARK GARCIA, GUADALUPE GARCIA, HUNTER, DAY, SABLAN, ALICE H. WARE, TERRY W. WARE, BEAUBIEN, FENSTERMACHER, KEMP, CINA, EDWARD LIZARDO, LINDA LIZARDO, IRVING, RONNIE CREVOLIN, BERTHA CREVOLIN, KEALEY, MCCORMICK, SALONDAKA, WALTER WEISS, DIANE WEISS, AND THOMPSON Against All Bank Defendants)

414. Paragraphs 1 through 413 are incorporated by reference as though fully set forth herein.

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

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

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

418. 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.

**SEVENTH CAUSE OF ACTION
(By All Plaintiffs – Violation of Cal. Civil Code § 1798.82 – Against All Bank Defendants)**

419. Paragraphs 1 through 418 are incorporated by reference as though fully set forth herein.

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

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

**EIGHTH CAUSE OF ACTION
(By All Plaintiffs – Unfair Competition – Against All Bank Defendants)**

422. Paragraphs 1 through 421 are incorporated by reference as though fully set forth herein.

423. Defendants’ actions in implementing and perpetrating their fraudulent scheme of inducing Plaintiffs to accept mortgages for which they were not qualified based on inflated property valuations and undisclosed disregard of their own underwriting standards and the sale of overpriced collateralized mortgage pools, all the while knowing that the plan would crash and burn, taking the Plaintiffs down and costing them the equity in their homes and other damages, violates numerous federal and state

1 statutes and common law protections enacted for consumer protection, privacy, trade
2 disclosure, and fair trade and commerce.

3 424. The Defendants perpetrated their fraudulent scheme of selling off
4 overpriced loans by making willful and inaccurate credit disclosures regarding
5 Defendants' borrowers, including Plaintiffs, to third parties. This false credit disclosure
6 was critical to the success of Defendants' continued sales of the massive pools of
7 mortgage loans necessary to perpetuate the scheme. The Defendants were aware that if
8 the true credit profiles of the borrowers and the values of their real estate were accurately
9 disclosed, the massive fraudulent scheme would end. As a result, the Defendants
10 repeated, reinforced and embellished their false disclosures.

11 425. The Defendants knew the borrowers' credit was inadequate to support
12 continued loan payments, absent unsustainable inflation of property values. These
13 pervasive false credit disclosures to third parties (including purchasers of bundled
14 mortgage pools created by the Defendants) constituted false credit reports in violation of
15 the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 *et seq.* and these pervasive false
16 disclosures permitted the Defendants to continue their scheme and victimize the
17 Plaintiffs.

18 426. These pervasive false disclosures also caused the bubble to burst. Once it
19 became known that some of the information provided by Defendants was false, the
20 market for the sale of bundled loans dried up. The Defendants began to issue foreclosure
21 notices, property values began dropping, and then, under the weight of *deflation* in a
22 market that requires *inflation*, the equity investments made by Plaintiffs and others in
23 their homes was lost. . . . and then Plaintiffs were lost in the greatest economic recession
24 since the 1930s.

25 427. As alleged by the SEC, this fraud also violated Federal law, including,
26 without limitation, the antifraud provisions and insider provisions of the Securities Act of
27

1 1933 (“*Securities Act*”) and the Securities Exchange Act of 1935 (“*Exchange Act*”),
2 including, without limitation:

- 3 a. Section 17(a) of the Securities Act, 15 U.S.C. § 77q(a), by engaging
4 conduct which acted as a fraud on the purchaser of securities based on
5 collateralized mortgage pools;
- 6 b. Section 10(b) of the Securities Act and Rule 10b-5 thereunder, 15 U.S.C. §
7 78j(b) and 17 C.F.R. 240.10b-5, by making untrue statements of material
8 fact and omitting to state material facts necessary in order to make the
9 statements made, in the light of the circumstances under which they were
10 made, not misleading and/or otherwise engaging in acts, practices, or
11 courses of business which operated as a fraud or deceit upon purchasers of
12 securities based on collateralized mortgage pools; and
- 13 c. Section 13(a) of the Securities Exchange Act and Rules 12b-20, 13a-1 and
14 13a-3 thereunder, 15 U.S.C. § 78t(e) by filing with the SEC false
15 information for the fiscal years 2005 through 2007.

16 428. The foregoing violations were in furtherance of the fraud perpetrated on
17 Plaintiffs. In fact, Defendants could not have told the truth in their public filings without
18 that truth becoming known to Plaintiffs. Conversely, the false filings gave additional
19 credence and support to omissions, concealment, promises and inducements.

20 429. While processing the home loans of each Plaintiff herein, the Countrywide
21 Defendants and other Defendants came into possession, custody and control of their
22 Private Information.

23 430. The guarantee of privacy granted to each Californian is a special personal
24 and property right. Other states may accord privacy rights by way of statute, or
25 otherwise, but the privacy right in California is a unique, fundamental, Constitutional,
26 and *inalienable* right that is also a protectable property interest. The privacy right
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1 granted by the California Constitution necessarily includes protection from the release of
2 the Private Information.

3 431. The Countrywide Defendants acknowledge and admit that their agents
4 and/or employees disclosed the Private Information of Plaintiffs to outside persons.

5 432. This Private Information of Plaintiffs was sold or otherwise disclosed to
6 third parties without Plaintiffs' consent, further violating Article I, § 1 of the California
7 Constitution and the California Financial Information Privacy Act.

8 433. The Private Information was disclosed and then used unlawfully and
9 fraudulently to apply for and receive multiple credit cards, charge accounts, and other
10 credit from businesses in the mistaken belief that they were dealing with a Plaintiff, and
11 not with an identity thief.

12 434. These undeniable disclosures by the Defendants of nonpublic personal
13 information of the Plaintiffs and others also violated the Gramm-Leach-Bliley Act, 15
14 U.S.C. §§ 6801 *et seq.*

15 435. By violating Plaintiffs' right to privacy and by misappropriating nonpublic
16 personal information for their own use, the Defendants thus wrongfully took each
17 Plaintiff's property interest in his or her Private Information and privacy, injuring each
18 Plaintiff, and, as a result, Plaintiffs are eligible for restitution because the Defendants
19 wrongfully acquired the property in which Plaintiffs had an ownership or vested interest.

20 436. The forgoing fraudulent concealment, material misstatements, and the
21 intentional violations of state and federal statutes cited herein constitute unlawful, unfair
22 and fraudulent business acts or practices and so constitute unfair business practices within
23 the meaning of the California Unfair Practices Act. Cal. Bus. & Prof. Code §§ 17200,
24 17500. Sections 17200 *et seq.* of the California Business & Professions Code provide, in
25 the disjunctive, for liability in the event of any such "unlawful, unfair or fraudulent
26 business act or practice."
27

1 437. The violations described herein are unlawful, in that they violate *inter alia*
2 Article I, § 1 of the California Constitution, the California Financial Information Privacy
3 Act, Cal. Civil Code §§ 1798.80-84, the Fair Credit Reporting Act, the Gramm-Leach-
4 Bliley Act and the Federal laws described herein. These violations are the basis for
5 liability under § 17200 of the Business and Professions Code, as is the unlawful and
6 fraudulent activity described herein.

7 438. The actions described herein are unfair and patently fraudulent in that they
8 were conducted for the sole purpose of perpetuating an unlawful and unsustainable
9 investment scheme.

10 439. As a result of the actions, concealment and deceit described herein, each of
11 the Plaintiffs has suffered material financial injury in fact, including as described
12 elsewhere in this Complaint, loss of equity in their houses, costs and expenses related to
13 protecting themselves, reduced credit scores, unavailability of credit, increased costs of
14 credit, reduced availability of goods and services tied to credit ratings, increased costs of
15 those services, as well as fees and costs, including, without limitation, attorneys' fees and
16 costs.

17 440. As a further result of the actions, concealment and deceit described herein,
18 each of the Plaintiffs has lost money or property as a result of such unfair competition,
19 including the loss of Plaintiffs' property interest in their Private Information as a result of
20 the unconscionable invasion of privacy and misappropriation of nonpublic personal
21 information.

22 441. California Civil Code § 2923.5 requires that each mortgagee, trustee,
23 beneficiary, or authorized agent may not file a notice of default pursuant to California
24 Civil Code § 2924 until 30 days after initial contact is made as required therein, or 30
25 days after satisfying the due diligence requirements to contact the mortgage described
26 therein. Defendants violated the foregoing law by causing a notice of default to be filed
27

1 against Plaintiffs without the mandatory notice. Defendants did not diligently endeavor
2 to contact the Plaintiffs as required by § 2923.5(g) and Defendants thereby also violated
3 California Civil Code §§ 2923.5 and 2924.

4 442. As a result of the foregoing unlawful conduct, Plaintiffs suffered further
5 injury in fact by the filing of notices of default and as such the Plaintiffs suffered
6 monetary and property loss. Such injuries and loss included diminished credit scores
7 with a concomitant increase in borrowing costs and diminished access to credit, fees and
8 costs, including, without limitation, attorneys' fees and costs with respect to wrongful
9 notices of default and loss of some or all of the benefits appurtenant to the ownership and
10 possession of real property.

11 443. The foregoing unlawful activities were pervasive and violate Business and
12 Professions Code § 17200 *et seq.*

13 444. As a result of Defendants' unfair competition, Plaintiffs are entitled to
14 restitution for all sums received by Defendants with respect to Defendants' unlawful
15 and/or unfair and/or fraudulent conduct, including, without limitation, interest payments
16 made by Plaintiffs, fees paid to Defendants, including, without limitation, the excessive
17 fees paid at Defendants' direction as alleged by the FTC, and premiums received upon
18 selling the mortgages at an inflated value.

19 445. Plaintiffs are also entitled to the issuance of a temporary restraining order,
20 a preliminary injunction, and a permanent injunction restraining and enjoining
21 Defendants from any further concealment with respect to the sale of notes and mortgages,
22 any further violation of § 2923.5, any further violation of Article I, § 1 of the California
23 Constitution, the California Financial Information Privacy Act, Cal. Civil Code §
24 1798.82, the Fair Credit Reporting Act, and the Gramm-Leach-Bliley Act, and any further
25 disclosure or use of the Private Information, other than as intended by the Plaintiffs.
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1 446. Plaintiffs are entitled to such relief as is set forth in this Cause of Action
2 and such further relief as is set forth below in the section captioned Prayer for Relief
3 which is by this reference incorporated herein.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiffs pray for judgment against Defendants and each of them
6 as follows:

- 7 1. General, special and exemplary damages according to proof under the
8 First, Second, Third, Fourth and Eighth Causes of Action;
- 9 2. Statutory relief according to proof under the Fifth, Sixth and Seventh
10 Causes of Action;
- 11 3. Restitution according to proof under the Eighth Cause of Action;
- 12 4. Temporary, preliminary, and permanent injunctive relief under the Fourth,
13 Sixth and Eighth Causes of Action;
- 14 5. On all causes of action, for costs of suit herein;
- 15 6. On all causes of action, for pre- and post-judgment interest;
- 16 7. On all causes of action for which attorney's fees may be awarded pursuant
17 to the governing contract, by statute or otherwise, reasonable attorneys fees; and
18 8. On all causes of action, for such other and further relief as this Court may
19 deem just and proper.

20 LAW OFFICES OF KENIN M. SPIVAK
21 MITCHELL J. STEIN & ASSOCIATES
22 APEX LEGAL GROUP PC
23 LAW OFFICES OF ERIKSON M. DAVIS

24 By: 
25 Kenin M. Spivak
26 Attorneys for Plaintiffs

27 Dated: July 7, 2010