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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR KING COUNTY

WENDY DOUGLAS, on behalf of herself
and others similarly situated,

Plaintiff,

v.

RECONTRUST COMPANY, N.A.

Defendants.

)
) **CASE NO.**
) _____
)

)
) **CLASS ACTION COMPLAINT**
) **FOR DAMAGES**
)
)
)

COMPLAINT

Plaintiff complains of defendant and for plaintiffs various causes of action
and alleges:

I. FIRST CAUSE OF ACTION
JURISDICTION, VENUE, APPLICABLE LAW,
AND CLAIMS COMMON TO THIS ACTION

1. Plaintiff is a single person residing in King County, State of Washington.

7701 14th Ave NW, Seattle, WA 98117.

COMPLAINT 1.

LAW OFFICES OF ANTHONY M. URIE, PLLC
18130 Midvale Ave N Ste A
Shoreline, WA 98133-4536
(206) 542-4066

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2. Defendant RECONTRUST COMPANY, N.A. (ReconTrust or
3. Defendant) is a for profit business entitled permitted by the U.S. Office of the
4. Comptroller of the Currency as a nondepository, uninsured, limited-purpose
5. national trust bank.
6. ReconTrust is a California Corporation and is a wholly-owned subsidiary of
7. Bank of America, N.A.
8. ReconTrust forecloses loans serviced by Bank of America, N.A./ and its
9. wholly-owned subsidiary, BAC Home Loans Servicing., L.P.
10. ReconTrust claims CT Corporation, 1801 West Bay Drive NW, Suite 206
11. Olympia, WA 98502 as its sole registered agent for service of process.
12. ReconTrust claims CT Corporation, 1801 West Bay Drive NW, Suite 206,
13. Olympia, WA 98502 as its sole “physical presence” in the State of
14. Washington pursuant to RCW 61.24.030 (6).
15. ReconTrust is acting as a foreclosure trustee in the State of Washington.
16. Foreclousre Trustees are responsible for conducting nonjudicial foreclosures,
17. called trustee’s sales, in accordance with the Deed of Trust Act, RCW 61.24 *et*
18. *seq.*, and the terms of the mortgage transaction documents.
19. Foreclosure trustees must perform their duties in good faith and owe that
20. duty to the borrower and the beneficiary, RCW 61.24.020.
21. Wendy Douglas had her home located in the State of Washington foreclosed
22. upon by ReconTrust on July 22, 2011 within the class period.

1 in foreclosures, homeowners' only protections are the detailed procedures
2 and requirements contained in the Deed of Trust Act, and a neutral
3 foreclosure trustee who insures the procedures are followed to the letter of
4 the law.
5

6 17. Recontrust is a foreclosure trustee that has failed to comply with the
7 procedures of the Deed of Trust Act in each and every foreclosure it has
8 conducted since at least June 12, 2008, and it is a trustee who is wholly
9 owned by the loan servicer seeking to foreclose.
10

11
12 **IV. RELEVANT FACTS**

13 18. Recontrust foreclosed upon Wendy Douglas' residence on July 22, 2011 as
14 well as on other homes owned by members of the class, individuals similar to
15 Wendy Douglas.
16

17 **19. Recontrust has failed to maintain an Office in the State of
18 Washington as Required by Law.**

19 20. Defendant has failed to maintain the statutorily-required physical presence
20 in the State of Washington, with telephone service at that address. RCW
21 61.24.030(6).
22

23 21. By Issuing Trustee Notices , conducting trustee sales, and issuing Trustee
24 Deeds without maintaining the required physical presence, Defendant has
25 misrepresented its authority to issued such notices, conduct trustee sales,
26 and issue Trustee Deeds, and further has financially damaged Wendy
27 Douglas and other class member, similarly situated to Wendy Douglas.
28

1 22. By conducting non-judicial foreclosures, while failing to maintain a physical
2 presence with telephone service, the defendant has unfairly:

- 3 a. Prevented homeowners from having face to face contact with their trustee.
4
5 b. Prevented homeowners from gaining response time to time sensitive
6 foreclosure issues.
7
8 c. Prevented homeowners from homeowners from making payments in person
9 to stop the foreclosure and insuring that payment is in fact received and
10 acknowledged.
11
12 d. Preventing homeowners from delivering mortgage documents in person thus
13 preventing defendant from denying receipts of such documents, which will
14 stop a foreclosure.
15
16 e. Unlawfully clouding title to homes sold at auction.

17 **23. Breach of Fiduciary Duty: ReconTrust Fails to Conduct**
18 **Foreclosures as a Neutral Third Part With a Duty of Food Faith**
19 **Towards the Borrower and the Lender.**

20 24. As a trustee on deeds of trust, Defendant has a duty of good faith including a
21 fiduciary duty to both the borrowers and the grantor on the deed of trust, as
22 well as the beneficiary.

23 25. ReconTrust has breached its fiduciary duties and violated its duty of good
24 faith and conducting trustee sales while failing to perform statutory
25 requisites for conducting such sales as contained in the Deed of Trust Act,
26 RCW 61.24.030 and .040.
27

28 29 COMPLAINT 5.	LAW OFFICES OF ANTHONY M. URIE, PLLC 18130 Midvale Ave N Ste A Shoreline, WA 98133-4536 (206) 542-4066
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1 26. ReconTrust has violated both its trustee fiduciary duties and RCW 61.24.030
2 (6) by failing to maintain physical presence with telephone service at the
3 address as required by law, thus conducting unlawful foreclosures and
4 further engaging in unlawful and deceptive business practices by
5 representing it had authority to conduct Nonjudicial Foreclosures in the
6 State of Washington.
7

8 **V. DAMAGES AND CLAIMS OF PLAINTIFFS**

9
10 27. Plaintiff and class members have sustained common damages, including but
11 not limited to slander of title (clouding title) by defendant, conversion of
12 their home without lawful authority by defendant, CPA damages by
13 defendants deceptive business practice of asserting authority to foreclose on
14 homes in the state the Washington.
15

16
17 **CLASS REPRESENTATION ALLEGATIONS**

18
19 28. Plaintiff re-alleges paragraphs 1 through 27 and further states:
20

21
22 29.. Plaintiff brings this action pursuant to Rule 23, of the Rules of Civil
23 Procedure, on behalf of the Proposed Class, which is defined herein.
24

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26 30. Membership in the Proposed Class is so numerous as to make it impractical
27 to bring all of the Proposed Class members before the Court. The exact
28 number and identity of the Proposed Class is unknown; however, Plaintiff

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knows that there are millions of persons in the Proposed Class. Plaintiff is a member of the Proposed Class.

31. There are numerous and substantial questions of law and fact common to the Proposed Class which control this litigation, and which predominate over any individual issues. Included within the common questions are:

Whether Defendant foreclosed on homes within Washington State without legal authority.

Whether clouded title to homes foreclosed on and whether plaintiffs suffered damages as a result of clouding of title and conversion of their homes by defendant

Whether Defendant violated the Consumer Protection Laws of the State of Washington.

Whether Plaintiff and the Proposed Class conferred non-gratuitous benefits on Defendants in the absence of a contract;

Whether Defendants retained such non-gratuitous benefits from Plaintiffs;

Whether Defendants maintenance of such non-gratuitous benefits is unjust or inequitable;

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Whether Plaintiff and the Proposed Class are entitled to damages,
restitution, equitable relief and other relief;

The amount and nature of such relief to be awarded to plaintiff and the
Proposed Class.

32. Plaintiff's claims are typical of the claims of the Proposed Class, and Plaintiff
has no interest adverse to the interests of the members of the Proposed Class.

33. Plaintiff will fairly and adequately protect the interests of the Proposed
Class and has retained counsel experienced and competent to the
prosecution of class actions and complex litigation. Plaintiff is willing to
appear at depositions, assist counsel in the prosecution of the action and
subserve her own interests for those of the Class. Plaintiff will give complete
support to the vigorous prosecution of the entire Proposed Class claims.

34. Adjudications with respect to individual members of the proposed Class
would, as a practical matter, be dispositive of the interests of other members
of the Proposed Class who are not parties to the adjudication and may impair
and impede their ability to protect their interests.

35. A class action is superior to other available methods for the fair and efficient
adjudication of this controversy. Absent a class action, the Proposed Class

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1 will continue to suffer damages and Defendants' violations of law will
2 proceed without remedy.

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5 36. As a result, Washington Homeowners have been harmed as a result of the
6 unauthorized foreclosures.

7
8 37. Most individual members of the Proposed Class have little ability to
9 prosecute an individual action, due to the complexity of the issues involved in
10 this litigation, the significant costs attendant to litigation on this scale, and
11 the comparatively small, although significant, damages suffered by individual
12 members of the Proposed Class.

13
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15 38. This action will result in the orderly and expeditious administration of the
16 Proposed Class members' claims, economies of time, effort and expense will
17 be fostered, and uniformity of decisions will be ensured.

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21 **CONSUMER PROTECTION**
(Violations of State Consumer Protection Statutes)

22
23 39. . Defendants have engaged in unfair competition or unfair, deceptive acts or
24 fraudulent acts or practices in violation of Wash. Rev. Code § 19.86.010, et
25 seq.;

26
27 **PRAYER FOR RELIEF**

28 Plaintiffs pray for the following relief:

29 COMPLAINT 9.

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- A. Compensatory damages in an amount to be proven at the time of trial.
- B. Special damages in an amount to be proven at the time of trial.
- C. Consequential damages in an amount to be proven at the time of trial.
- D. General damages in an amount to be proven at the time of trial.
- E. For damages related to conversion of Washington homes and slander and clouding of title to those homes.
- F. For all damages available under Washington Consumer Protection Laws, including punitive damages in amount allowable by statute.
- G. For attorneys fees and costs as allowed by statute.
- H. For such other and further relief as this court deems just and equitable.

Dated this 6th day of August, 2011.

/s/ Anthony M. Urie
ANTHONY M. URIE, WSBA#11711
Attorney for Plaintiff and the Class
Lead Counsel

/s/Marja Starczewski
MARJA STARCZEWSKI, WSBA#26111
Attorney for Plaintiffs