

SUMMONS - CIVIL
(Except Family Actions)

STATE OF CONNECTICUT
SUPERIOR COURT

JD-CV-1 Rev. 1-2000
C.G.S. § 51-346, 51-347, 51-349, 51-350, 52-45a,
52-48, 52-269, P.B. Secs 3-1 thru 3-21, 8-1

www.jud.ct.gov

INSTRUCTIONS

1. Type or print legibly; sign original summons and conform all copies of the summons.
2. Prepare or photocopy conformed summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. The party recognized to pay costs must appear personally before the authority taking the recognizance.
6. Do not use this form for actions in which an attachment, garnishment or replevy is being sought. See Practice Book Section 8-1 for other exceptions.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

"X" ONE OF THE FOLLOWING:
Amount, legal interest or property in demand, exclusive of interest and costs is:

less than \$2,500
 \$2,500 through \$14,999.99
 \$15,000 or more

("X" if applicable)
 Claiming other relief in addition to or in lieu of money or damages.

RETURN DATE (Mo., day, yr.)
(Must be a Tuesday) **August 26, 2008**

JUDICIAL DISTRICT HOUSING SESSION G.A. NO. _____ AT (Town in which writ is returnable) (C.G.S. 51-346, 51-349) **Hartford**

ADDRESS OF COURT CLERK WHERE WRIT AND OTHER PAPERS SHALL BE FILED (No., street, town and zip code) (C.G.S. 51-346, 51-350) **95 Washington Street, Hartford, CT 06106**

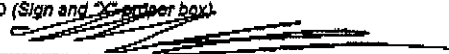
CASE TYPE (See JD-CV-1c) Major **M** Minor **90**

TELEPHONE NO. (with area code) **860-548-2700**

PARTIES	NAME AND ADDRESS OF EACH PARTY (No., street, town and zip code)	NOTE: Individuals' Names: Last, First, Middle Initial	<input type="checkbox"/> Form JD-CV-2 attached	PTY NO.
FIRST NAMED PLAINTIFF	State of Connecticut Office of the Attorney General, 110 Sherman Street, Hartford, CT 06106			01
Additional Plaintiff	Howard F. Pitkin, Commissioner of Banking of the State of Connecticut Office of the Attorney General, 110 Sherman Street, Hartford, CT 06106			02
FIRST NAMED DEFENDANT	Countrywide Financial Corporation Bank of America Corporate Center, 100 N. Tryon Street, Charlotte, North Carolina 28255			50
Additional Defendant	Countrywide Home Loans, Inc., c/o The Prentice-Hall Corporation System, Inc., Its Registered Agent for Service 50 Weston Street, Hartford, CT 06120-1537			51
Additional Defendant	Countrywide Home Loans Servicing LP 4500 Park Granada, CH-11, Calabasas, CA 91302			52
Additional Defendant				53

NOTICE TO EACH DEFENDANT

1. YOU ARE BEING SUED.
2. This paper is a Summons in a lawsuit.
3. The Complaint attached to these papers states the claims that each Plaintiff is making against you in this lawsuit.
4. To respond to this Summons, or to be informed of further proceedings, you or your attorney must file a form called an "Appearance" with the Clerk of the above-named Court at the above Court address on or before the second day after the above Return Date.
5. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default.
6. The "Appearance" form may be obtained at the above Court address.
7. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately take the Summons and Complaint to your insurance representative.
8. If you have questions about the Summons and Complaint, you should consult an attorney promptly. **The Clerk of Court is not permitted to give advice on legal questions.**

DATE **July 28, 2008** SIGNED (Sign and "X" proper box)  Comm. of Superior Court Assistant Clerk TYPE IN NAME OF PERSON SIGNING AT LEFT **Phillip Rosario**

FOR THE PLAINTIFF(S) PLEASE ENTER THE APPEARANCE OF:

NAME AND ADDRESS OF ATTORNEY, LAW FIRM OR PLAINTIFF IF PRO SE (No., street, town and zip code) **AAG Phillip Rosario, 110 Sherman Street, Hartford, CT 06105** TELEPHONE NUMBER **860-808-5400** JURIS NO. (If atty. or law firm) **085059**

NAME AND ADDRESS OF PERSON RECOGNIZED TO PROSECUTE IN THE AMOUNT OF \$250 (No. street town and zip code) **N/A** SIGNATURE OF PLAINTIFF IF PRO SE _____

PLFS **2** # DEFS **3** # CNTS **5** SIGNED (Official taking recognizance; "X" proper box) Comm. of Superior Court Assistant Clerk FILE DATE _____

- IF THIS SUMMONS IS SIGNED BY A CLERK:
- a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts.
 - b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law.
 - c. The Clerk is not permitted to give any legal advice in connection with any lawsuit.
 - d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service thereof.

I hereby certify I have read and understand the above: SIGNED (Pro Se Plaintiff) _____ DATE SIGNED _____ DOCKET NO. _____

ORIGINAL

RETURN DATE: AUGUST 26, 2008

STATE OF CONNECTICUT and	:	SUPERIOR COURT
HOWARD F. PITKIN, COMMISSIONER	:	
OF BANKING OF THE STATE OF	:	
CONNECTICUT	:	
<i>Plaintiff</i>	:	
	:	JUDICIAL DISTRICT OF
v.	:	HARTFORD
	:	
COUNTRYWIDE FINANCIAL	:	
CORPORATION, COUNTRYWIDE	:	
HOME LOANS, INC., and	:	
COUNTRYWIDE HOME LOANS	:	
SERVICING LP	:	
<i>Defendants</i>	:	JULY 28, 2008

COMPLAINT

COUNT ONE (Violation of the Connecticut Unfair Trade Practices Act)

1. This is an action under the Connecticut Unfair Trade Practices Act (“CUTPA”), Chapter 735 of the Connecticut General Statutes, for injunctive relief against the defendants for alleged violations of Conn. Gen. Stat. § 42-110b(a), which prohibits unfair or deceptive acts or practices, for restitution to consumers, for the defendants’ alleged violations of law, for civil penalties, and for other relief.

THE PARTIES

2. The plaintiff is the State of Connecticut, represented by Richard Blumenthal, Attorney General, acting at the request of Jerry Farrell, Jr., Commissioner of Consumer Protection, pursuant to the authority of Chapter 735a of the General Statutes.

3. The Defendant, Countrywide Financial Corporation, a Delaware corporation with a principal place of business in North Carolina, is a wholly owned subsidiary of Bank of America Corporation and is the successor corporation to another entity also named Countrywide Financial Corporation ("Old Countrywide"). Effective July 1, 2008 Old Countrywide merged with and into Red Oak Merger Corporation, the surviving corporation and a wholly owned subsidiary of Bank of America Corporation. On or about the effective date of the merger, Red Oak Merger Corporation changed its name to Countrywide Financial Corporation. All references to Countrywide Financial Corporation in this complaint shall mean and refer to Countrywide Financial Corporation and its predecessor corporation, Old Countrywide.

4. At all times relevant hereto, Countrywide Financial Corporation was a thrift holding company whose subsidiaries originated, purchased, securitized, sold and serviced residential mortgage loans, and provided other services related to its mortgage lending and real estate finance business. It owned, operated, and controlled the policies and practices of the defendant Countrywide Home Loans, Inc., as its wholly owned subsidiary.

5. At all times relevant hereto, the Defendant, Countrywide Home Loans, Inc., was a New York corporation with a certificate of authority to do business in Connecticut as a foreign

corporation. At all times relevant hereto, Countrywide Home Loans, Inc. was engaged in the business, trade or commerce of mortgage lending in Connecticut.

6. At all times relevant hereto, Countrywide Financial Corporation conducted its mortgage lending business with consumers in Connecticut through the defendant Countrywide Home Loans, Inc.

7. For the purposes of this Count, Countrywide Financial Corporation and Countrywide Home Loans, Inc. are collectively referred to herein as the "Defendants."

DEFENDANTS' COURSE OF CONDUCT

8. The acts or practices described in this complaint occurred in trade or commerce in Connecticut.

9. Whenever reference is made in this complaint to any act or practice of a Defendant, such allegation shall be deemed to mean that the principals, officers, directors, employees, agents or representatives of such Defendant did, or authorized, such act or practice, on behalf of such Defendant while actively engaged in the scope of their duties.

10. Whenever reference is made in this complaint to any act, practice, or conduct of a Defendant, such allegation shall be deemed to mean the act of that Defendant acting individually or jointly, through an agreement to so act or through that Defendant's provision of assistance or encouragement in accomplishing an unfair act or practice, given either in breach of that Defendant's own duty or with knowledge that the other Defendants were wrongful.

11. The Defendants made mortgage loans to consumers who wished to purchase residences and refinance existing residential mortgages. These loans included without limitation various types of adjustable rate mortgages (“ARMs”), some with either a fixed interest rate or a fixed interest only payment for an initial period, pay option ARMs, which gave the borrower the option of making interest-only payments of less than the full amount of interest due, and home equity lines of credit (“HELOCs”).

12. Countrywide Financial Corporation emphasized in public statements from 1999 through 2006 that mortgage banking was its core business.

13. In its public statements, Countrywide Financial Corporation further emphasized its unwavering commitment to corporate ethics and ethical standards, and its demand that all its employees act lawfully and with integrity when working with its customers. Additionally, it pledged it would not “sacrifice sound business practices” to reach its market goals.

14. In its public statements, Countrywide Financial Corporation expressly or impliedly represented that it made loans to consumers that were suitable and affordable, and made its lending decisions based upon a consumer’s credit and ability to pay. Specifically it stated that it offered a wide range of products as “solutions to match a family’s income level or credit profile,” that its selection of loans was “built to suit specific needs of our customers,” and that its experts “are ready to help you find the loan that’s perfect for you!”

15. On information and belief, prior to making the loans, the Defendants routinely represented to consumers that the particular loan products being offered were suitable, were the

“best” for the consumers, that consumers were making the right decision to enter into loans with the Defendants, and that the consumers could refinance at a later date and on terms more favorable to the consumers.

16. On information and belief, contrary to their representations, Defendants made loans to consumers on terms that differed materially from those represented to consumers prior to closing, which were not suitable and affordable, were not appropriate for consumers’ specific situations, and were not made based on consumers’ ability to pay. By way of example, the Defendants’ loan representative expressly misrepresented to a consumer that the consumer’s proposed monthly payment would include a property tax escrow. In truth, the payment did not include such an escrow, a fact the Defendants revealed only at the loan closing, and as a result, the consumer’s actual financial obligation associated with the loan was significantly greater than she had been lead to believe it would be. In other instances, the Defendants’ agents improperly inflated consumers’ incomes in order to qualify them for loans they otherwise would not have received, and pressured consumers into inappropriate payment-option ARMs. In yet another case, the Defendants’ loan representative circumvented the Defendants’ own purported rules and procedures by referring a consumer, whose fully documented application for a HELOC had been rejected due to insufficient income by the Defendants, to another of the Defendants’ retail locations so that she could apply for, and ultimately receive, a HELOC; the consumer was then required to draw down the entire balance of the HELOC at time of closing despite her expectation that she would draw against the HELOC only as needed. Finally, the Defendants declined to

refinance consumers into more favorable loans, the Defendants' prior representations notwithstanding.

VIOLATIONS OF CUTPA

17. By engaging in the aforementioned representations and omissions, the Defendants made untrue or misleading representations to consumers regarding the material terms, suitability and affordability of Defendants' loans, and the material terms of Defendants' loans.

18. The Defendants' misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances.

19. The Defendants' acts or practices, as described herein, were material to consumers' decisions as to whether to enter into contracts with the Defendants for mortgage loans.

20. By engaging in the aforementioned acts and practices, the Defendants have violated the public policy of the State of Connecticut, including but not limited to the public policy against unconscionable lending practices and contracts, against making misrepresentations and nondisclosures, against violating the duties of good faith and fair dealing, and against high pressure credit practices, all as embodied in the common law and in the banking laws of Connecticut, namely Conn. Gen. Stat. § 36a-494 and Conn. Gen. Stat. § 36a-517.

21. The Defendants' acts and practices, as described herein, are oppressive, unethical, immoral and unscrupulous.

22. The Defendants' acts or practices, as described herein, caused substantial injury to consumers, in that consumers entered into mortgage loans for which they could not afford payment, and suffered, or risked suffering, the loss of their homes and/or foreclosure.

23. The Defendants' acts or practices, as described herein, therefore constitute unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a).

COUNT TWO (Willfulness)

1-23. Paragraphs 1 through 23 of Count One are made paragraphs 1 through 23 of this Count Two as if fully set forth herein.

24. The Defendants have engaged in the acts or practices alleged herein when they knew, or should have known, that their conduct was unfair or deceptive in violation of Conn. Gen. Stat. §42-110b(a).

COUNT THREE (Violations of the Banking Laws of Connecticut)

1. This Count Three is brought under Chapters 664a and 668 and section 36a-50(b) of the Connecticut General Statutes, to secure injunctive relief against the Defendants for acts and practices by licensees which are prohibited under Conn. Gen. Stat. §§ 36a-494 and 36a-517, and to obtain relief as is necessary to redress injury to consumers resulting from the Defendants' violations of law, including but not limited to restitution to consumers who are the subject of such violations.

2. The Plaintiff is the State of Connecticut, represented by Richard Blumenthal, Attorney General, acting on behalf of Howard F. Pitkin, Commissioner of Banking. Commissioner Pitkin has authorized the institution of this action pursuant to the authority of Chapter 664a of the General Statutes, and more particularly General Statutes § 36a-50(b), and Chapter 668 of the General Statutes governing non-depository financial institutions. Commissioner Pitkin authorized this action for the purpose of seeking appropriate relief for alleged violations of law.

3. At all times relevant hereto, the Defendant, Countrywide Home Loans, Inc., was licensed to make mortgage loans in Connecticut by the Connecticut Department of Banking.

4-24. Paragraphs 3 through 23 of Count One are hereby made paragraphs 4 through 24 of this Count Three, as if fully set forth herein.

25. By engaging in the aforesaid acts and practices, the Defendants have also made untrue or misleading statements of material fact, omitted material facts necessary in order to make other statements of material fact, in light of the circumstances under which they were made, not misleading, and concealed, suppressed, intentionally omitted or otherwise intentionally failed to disclose material particulars of loan transactions.

26. The Defendants have therefore violated Conn. Gen. Stat. §§ 36a-494 and 36a-517.

COUNT FOUR (Violation of the Connecticut Unfair Trade Practices Act)

1-5. Paragraphs 1 through 5 of Count One are made paragraphs 1 through 5 of this Count Four as if fully set forth herein.

6. The acts or practices described in this Count Four occurred in trade or commerce in Connecticut.

7. At all times relevant hereto, the Defendant, Countrywide Home Loans Servicing LP ("Countrywide Servicing"), was a Texas limited partnership directly owned by two wholly-owned subsidiaries of the Defendant Countrywide Home Loans, Inc. At all times relevant hereto, Countrywide Servicing engaged in trade or commerce in the State of Connecticut by servicing mortgage loans originated by Countrywide Home Loans, Inc. and unrelated entities.

8. For the purposes of this Count, Countrywide Financial Corporation, Countrywide Home Loans, Inc. and Countrywide Servicing are collectively referred to as the "Defendants."

9. In Connecticut, for the period from July 1, 2006 to January 15, 2008, the Defendants referred 3,615 loans to foreclosure counsel. Of those loans, 2,516 consumers requested, and the Defendants provided, a reinstatement figure, which is the amount of principal, interest, legal and loan fees and costs which the consumers were required to pay in order to bring the loan current.

10. The Defendants used the reinstatement figures as the basis for repayment plans by which consumers could cure defaults by making payments over time, and for modifications of the terms of loans.

11. The Defendants typically would not provide an itemization of fees and costs with its reinstatement amounts and repayment plans unless the consumer requested it.

12. Although the Defendants represented that the reinstatement figures were accurate calculations, or at least reasonable estimates, of the amounts due from consumers, the Defendants included excessive and inaccurate legal fees over and above those legitimately incurred by the Defendants.

13. The Defendants provided consumers with inflated reinstatement figures due to their inclusion of excessive and inaccurate legal fees.

14. On information and belief, the Defendants' practice of demanding payment of excessive and inaccurate fees and costs could discourage consumers from pursuing further efforts to negotiate a reinstatement, repayment plan or loan modification, and thereby could expose consumers to an increased likelihood of foreclosure.

15. The Defendants routinely and systematically imposed these excessive fees and costs when it knew or reasonably should have known that consumers did not owe said fees and that the failure to pay them would result in an increased likelihood of foreclosure.

16. Further, with respect to their foreclosure prevention programs, the Defendants publicly represented that their "No. 1 priority is to help borrowers stay in their homes," that the Defendants entered into loan modifications with consumers which "provide sustainable affordability," and that they had agreed to home retention standards to help consumers "in financial difficulty to establish suitable repayment plans or other solutions."

17. On information and belief, contrary to such representations, the Defendants demanded that consumers enter into loan modifications and/or repayment plans which were not sustainable, affordable or suitable. By way of example, the Defendants required, on three hours' notice, that a consumer facing an imminent foreclosure sale agree to a repayment plan calling for a \$5,000 up front payment toward the arrearage, eleven payments equal to approximately double his usual monthly payment, and a final balloon payment of over \$10,000. In response to the consumer's questions about affordability, the Defendants' agent expressly assured the consumer that the \$10,000 balloon payment would be taken care of by the end of the repayment plan. After the consumer had made about half of the monthly payments, the Defendants' agent told the consumer that he would still have to make the \$10,000 balloon payment at the plan's end, the express prior representation notwithstanding.

VIOLATIONS OF CUTPA

18. By engaging in the aforementioned representations and omissions, the Defendants made untrue or misleading representations to consumers regarding the amount of the payments, fees and costs consumers had to pay in order to reinstate their loans and/or enter into and fulfill the terms of repayment plans and loan modifications.

19. The Defendants' misrepresentations, as described herein, were likely to mislead consumers acting reasonably under the circumstances.

20. The Defendants' acts or practices, as described herein, were material to consumers' decisions as to whether to reinstate their loans with and/or enter into repayment plans and loan modifications with Countrywide Servicing for mortgage loans.

21. By engaging in the aforementioned acts and practices, the Defendants have violated the public policy of the State of Connecticut, including but not limited to the public policy against unconscionable lending practices and contracts, against making misrepresentations and nondisclosures, against violating the duties of good faith and fair dealing, and against high pressure credit practices, as embodied in the common law and in the banking laws of Connecticut, namely Conn. Gen. Stat. § 36a-494 and Conn. Gen. Stat. § 36a-517.

22. The Defendants' acts and practices, as described herein, are oppressive, unethical, immoral and unscrupulous.

23. The Defendants' acts or practices, as described herein, caused substantial injury to consumers, in that (i) consumers who paid to reinstate their loans and/or entered repayment plans and loan modifications paid Defendants excessive and inaccurate fees and costs, and/or (ii) the Defendants' required consumers to enter into unsustainable, unaffordable or unsuitable repayment plans or loan modifications.

24. The Defendants' acts or practices, as described herein, therefore constitute unfair or deceptive acts or practices in violation of Conn. Gen. Stat. § 42-110b(a).

COUNT FIVE (Willfulness)

1-24. Paragraphs 1 through 24 of Count Four are made paragraphs 1 through 24 of Count Five as if fully set forth herein.

25. The Defendants have engaged in the acts or practices alleged herein when they knew, or should have known, that their conduct was unfair or deceptive in violation of Conn. Gen. Stat. § 42-110b(a).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays this Court for the following relief:

1. Enter judgment against the Defendants and in favor of the Plaintiff on each count of this Complaint;
2. Permanently enjoin and restrain the Defendants, their principals, officers, directors, representatives, successors, assigns, agents, employees and all other persons acting in active concert with or on behalf of them, pursuant to General Statutes § 42-110m(a), from further violations of General Statutes § 42-110b(a);
3. An order, pursuant to General Statutes § 42-110m(a), rescinding, reforming or modifying all mortgage loans between the Defendants and all Connecticut consumers who have been affected by the violations of General Statutes § 42-110b(a), at the sole discretion of each such consumer;
4. An order, pursuant to General Statutes § 42-110m(a), directing the Defendants to pay restitution;
5. An order pursuant to General Statutes § 42-110m(a), directing Defendants to notify every Connecticut consumer who may have been a victim of the acts and practices described herein, of the availability of restitution;
6. An order, pursuant to General Statutes § 42-110m(a), directing Defendants to

disgorge all ill-gotten proceeds obtained through the acts and practices described herein;

7. An order, pursuant to General Statutes § 42-110o(b), directing Defendants to pay civil penalties of not more than \$5,000 for each willful violation of General Statutes § 42-110b(a);

8. An award of reasonable attorneys fees, pursuant to General Statutes § 42-110m(a);

9. An order pursuant to General Statutes § 36a-50(b), declaring that the Defendants' aforementioned business practices are in violation of General Statutes § 36a-494;

10. An order pursuant to General Statutes § 36a-50(b) enjoining the Defendants from further violations of General Statutes § 36a-494;

11. An order pursuant to General Statutes § 36a-50(b), declaring that the Defendants' aforementioned business practices are in violation of General Statutes § 36a-517;

12. An order pursuant to General Statutes § 36a-50(b) enjoining the Defendants from further violations of General Statutes § 36a-517;

13. An order pursuant to General Statutes 36a-50(b) for restitution;

14. An order, pursuant to General Statutes § 36a-50(b), directing Defendants to pay civil penalties of not more than \$100,000 for each violation of The Banking Law of Connecticut, Chapters 664a and 668 of the General Statutes;

15. Costs of this suit; and

16. Any such other relief in law or equity as the Court deems appropriate and just.

Dated at Hartford, Connecticut this 28th day of July, 2008.

HEREOF FAIL NOT, BUT OF THIS WRIT, MAKE DUE SERVICE AND RETURN
ACCORDING TO LAW.

Respectfully submitted,

PLAINTIFF
STATE OF CONNECTICUT,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

HOWARD F. PITKIN
COMMISSIONER OF BANKING

BY:



Phillip Rosario, Juris No. 85059
Mark Kohler, Juris No. 406666
Brendan T. Flynn, Juris No. 419935
Lorrie L. Adeyemi, Juris No. 85037
Dinah Bee, Juris No. 421664
Richard Porter, Juris No. 423015
Assistant Attorneys General
Office of the Connecticut Attorney General
110 Sherman Street
Hartford, Connecticut 06105
Tel.: (860) 808-5400
Fax: (860) 808-5593

RETURN DATE: AUGUST 26, 2008

STATE OF CONNECTICUT and
HOWARD F. PITKIN, COMMISSIONER
OF BANKING OF THE STATE OF
CONNECTICUT

Plaintiff

v.

COUNTRYWIDE FINANCIAL
CORPORATION, COUNTRYWIDE
HOME LOANS, INC., and
COUNTRYWIDE HOME LOANS
SERVICING, LP

Defendants

SUPERIOR COURT

JUDICIAL DISTRICT OF
HARTFORD

JULY 28, 2008

STATEMENT OF AMOUNT IN DEMAND

The Plaintiff states that the amount in demand is greater than \$15,000, exclusive of interest and costs.

PLAINTIFF
STATE OF CONNECTICUT,

RICHARD BLUMENTHAL
ATTORNEY GENERAL

HOWARD F. PITKIN
COMMISSIONER OF BANKING

BY:



Phillip Rosario, Juris No. 85059
Mark Kohler, Juris No. 406666
Brendan T. Flynn, Juris No. 419935
Lorrie L. Adeyemi, Juris No. 85037
Dinah Bee, Juris No. 421664

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