

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

1. WILLIAM DUTTON, JR.,)	
2. STACY WHITE, and)	
3. SHANNON WHITE, on behalf of themselves)	
and others similarly situated,)	
)	
Plaintiffs,)	Case No. 11-CV-00352-CVE -PJC
)	
vs.)	
)	
4. WELLS FARGO BANK, N.A.,)	JURY TRIAL DEMANDED
5. EQUIFAX INFORMATION SERVICES, L.L.C.,)	
successor in interest to EQUIFAX CREDIT)	
INFORMATION SERVICES, INC.,)	
6. EXPERIAN INFORMATION SOLUTIONS, INC.,)	
7. EXPERIAN INFORMATION SERVICES, INC.,)	
8. TRANS UNION L.L.C.,)	
)	
Defendants.)	

**AMENDED CLASS ACTION COMPLAINT
FOR DAMAGES AND INJUNCTIVE RELIEF**

COME NOW the Plaintiffs, William Dutton, Jr., Stacy White and Shannon White, (“Plaintiffs”), on behalf of themselves and all other persons similarly situated, and for their causes of action against the Defendants, Wells Fargo Bank, N.A., Equifax Information Services, L.L.C., Experian Information Solutions, Inc., Experian Information Services, Inc., and Trans Union L.L.C., respectfully request this Court to issue Declaratory Judgment, Preliminary and Permanent Injunctive Relief and Damages.

In support thereof, Plaintiffs state this is a class action arising from the Defendants’ improper and unlawful predatory mortgage servicing and predatory foreclosure practices whereby Plaintiffs seek Preliminary and Permanent Injunctive Relief enjoining Defendants, and other conspirators,

agents, servants and employees and those acting in active concert and with actual notice thereof, from engaging in further violations of the Fair Credit Reporting Act (15 U.S.C. § 1681 et. seq. (hereafter “FCRA”)), the Oklahoma Consumer Protection Act (15 O.S. § 752 et seq. (hereafter “OCPA”)) and under Oklahoma law.

Communities throughout Oklahoma have suffered substantial hardship to homeowners and their neighbors due to the flagrant disregard for the law and the predatory practices by the named mortgagee/servicer. This class action lawsuit seeks to protect the rights of those harmed by these practices by providing meaningful and immediate relief to Oklahoma homeowners and to hold Defendants accountable for the unlawful practices in which they engage and to ensure that in the future, the systemic practices that brought about this class action suit will not reoccur. Destroying people’s lives must come at a price which should be much more than just the cost of doing business. An actual controversy exists between the parties in that the challenged actions of the Defendants have caused and will continue to cause the Plaintiffs substantial harm unless the requested relief is granted.

JURISDICTION AND VENUE

1. Pursuant to 28 U.S.C. § 1332(d)(2), this Court has jurisdiction over this action because: it is filed as a class action and the amount in controversy exceeds the sum of \$5,000,000, exclusive of interest and costs, and members of the class are citizens of the State of Oklahoma while Defendants are citizens of states other than Oklahoma and are minimally diverse. 28 U.S.C. §§ 1332(d)(2), 1453(b).
2. Venue is proper, because many of the relevant events occurred within Creek County in the State of Oklahoma, which is located within this District.

3. Plaintiffs' Federal and State Law claims against the Defendants derive from a common nucleus of operative facts and are of such character that Plaintiffs would ordinarily be expected to try them in one judicial proceeding. Consequently, this court has supplemental jurisdiction over Plaintiffs' State law claims against the Defendants per 28 U.S.C. § 1367.
4. This action is brought by consumers for violations of the above named Acts in connection with a purported debt appearing on Plaintiffs' credit reports and the Defendants' refusal to remove or correct inaccuracies regarding it, despite written correspondence specifying the inaccuracies and providing information which would facilitate a reasonable reinvestigation of the matter. Thus, the Plaintiffs seek damages and, to the extent possible, injunctive and declaratory relief.

PARTIES

5. The named Plaintiffs are natural persons residing within Creek County, in Oklahoma and San Diego County, California.
6. The Defendants are businesses which use interstate commerce to facilitate the collecting of debts owed or asserted to be due another.
7. Defendant Wells Fargo Bank, N.A., is believed to be a national banking association, doing business within Creek County under a number of trade names, corporate names, or different entities, and that Wells Fargo Bank, N.A. may be a subsidiary of an additional Defendant later to be named in this action, but was the named Plaintiff in all prior litigation on which this action is based. It is a citizen of South Dakota.
8. Defendant Equifax Information Services, L.L.C., is a Georgia Corporation which regularly

conducts business in this District.

9. Defendant, Experian Information Solutions, Inc. (hereafter “Experian”) is a business entity which regularly conducts business in this District, and which has a principal place of business located at 5 Century Drive, Parsippany, New Jersey 07054.
10. Defendant, Trans Union, LLC (hereafter “Trans Union”), is a business entity which regularly conducts business in this District, and which has a principal place of business located at 1510 Chester Pike, Crum Lynne, Pennsylvania 19022.
11. Defendants Experian Information Solutions, Inc., Experian Information Services, Inc., and Trans Union L.L.C. are credit reporting agencies which have erroneously and knowingly recorded false and misleading information - or should have known they were recording false information due to their failure to honor their fiduciary duty to independently investigate the negative information provided about the Plaintiffs - which has caused direct and irreparable harm to the Plaintiffs, individually and collectively, ruining their financial creditworthiness and causing acute emotional distress and anguish to Plaintiffs and the adverse impact of the repetitive foreclosure actions in their neighborhood and community.

FACTS SPECIFIC TO NAMED PLAINTIFFS

12. Plaintiffs purchased real property in Creek County in late 2003 through a financial institution which later assigned their mortgage to the Defendant Wells Fargo Bank, N.A. From the inception of the loan, Wells Fargo Bank, N.A., and/or their administrative branches that handled the servicing and accounting for said loan have continuously and steadfastly failed to properly credit mortgage payments made by the Plaintiffs to the Defendant Wells Fargo

Bank, N.A.

13. Twice, Wells Fargo Bank has initiated foreclosure proceedings unjustly and without proper cause against the Plaintiffs in Creek County, Oklahoma; all of said litigation being terminated and/ or settled in favor of the Plaintiffs, see Creek County Case Nos. CJ-2004-868 and CJ-2008-698.
14. The Plaintiffs have been required to mail ALL mortgage payments, certified mail, return receipt requested in order to justify and prove payment of same due to significant and repeated errors, gross administrative mistakes and failure to properly account for and credit the Plaintiffs with payments made to the Defendant Wells Fargo Bank, N.A.
15. A Settlement Agreement was entered into between the Plaintiffs and Defendant Wells Fargo, N.A., in Creek County Case No. CJ-2008-698 whereby the Defendant Wells Fargo Bank, N.A. agreed to (a) dismiss its action in foreclosure; (b) waive all fees and costs associated with the foreclosure action; (c) execute a Settlement Agreement which contains Wells Fargo Bank, N.A.'s promise to repair and/or "clean up" the Plaintiffs' credit reports which have been damaged due to the wrongful filing of foreclosure actions; and (d) pay \$3,150 to the Plaintiffs for their attorneys' fees. The Defendant Wells Fargo Bank, N.A., has failed in its agreement to effect the "clean up" and/or correction of the Plaintiffs' credit reporting and have further engaged in an ongoing, deliberate and willful pattern of continuing harassment of the Plaintiffs, including, but not limited to, the following: (a) Failing to communicate through counsel even though repeated written and verbal requests have been made that all communications be sent through legal counsel representing the Plaintiffs, i.e., Howard D.

Perkins, Jr., and through the Defendant Wells Fargo Bank's counsel, Baer, Timberlake, Coulson & Cates, P.C., through their associate Blake C. Parrott; (b) continuing to place harassing and threatening phone calls to the Plaintiffs and each of them, wrongfully alleging a failure to timely make mortgage payments when said payments have consistently been current and up to date; (c) sending out investigators who have personally gone on to the Plaintiffs' property alleging that the Plaintiffs are in default on their note, with the sole purpose of harassing and causing intentional mental distress of the Plaintiffs; and (d) sending notices directly to the Plaintiffs, and not through counsel, making allegations of failure to make mortgage payments and a general willful pattern of harassment, this is without merit and based upon no evidence whatsoever.

16. That the above actions on the part of the Defendant have been documented not only by the Plaintiffs, but by Defendant Wells Fargo Bank, N.A.'s own counsel, Mr. Blake Parrott with the law firm of Baer, Timberlake, Coulson & Cates, P.C., who are the legal representatives of the Defendant, Wells Fargo Bank, N.A., and who are located at 4200 Perimeter Center Drive, Suite 100, Oklahoma City, Oklahoma 73112.
17. That the ongoing and continuous actions of the Defendant, Wells Fargo Bank, N.A., which have yet to cease, and its failure to follow and complete the Settlement Agreement as promised are actionable as a breach of contract and under the general tort laws of the State of Oklahoma contained within Title 76 Sec. 1 et. seq. and further constitute negligent and/or intentional infliction of emotional distress on the Plaintiffs who have suffered great emotional distress coupled with a physical reaction to same. Plaintiffs have lost standing within the community as Plaintiff Stacy White is a representative of the Kiefer Police

Department, Stacy White being the Chief of Police of Kiefer, and that the actions of the Defendant have placed Stacy White and his family under negative scrutiny in Kiefer without justification and without cause.

18. That on repeated occasions Plaintiffs have contacted Defendant Wells Fargo Bank, N.A., by and through their counsel, Blake Parrott, requesting that the Defendant Wells Fargo Bank, N.A. repair and/or correct the erroneous credit reporting on Plaintiff William Dutton, Jr. To date, that action has not been completed although a Settlement Agreement was entered into requiring same in the early part of 2010. Further, the Plaintiffs have asked for documentation showing the efforts taken by the Defendant to repair Plaintiffs' credit with the four major credit reporting agencies (also named as Defendants in this action). No responses have been received by the Plaintiffs from Wells Fargo.
19. The actions of Wells Fargo in initiating and pursuing two separate foreclosure lawsuits in Creek County, which were unjustified, and by its continued harassment of the Plaintiffs while Wells Fargo knew or should have known that the Plaintiffs' mortgage payments are and were at all material times current is without justification and constitutes an abuse of process, malicious prosecution and intentional infliction of emotional distress as well as violation of a number of state and federal consumer protection statutes.

CLASS ACTION ALLEGATIONS

20. Plaintiffs seek relief on behalf of themselves and to represent the following class:

All homeowners in the State of Oklahoma who have been adversely affected by predatory mortgage servicing and improper foreclosure process by Defendant Wells Fargo, N.A., and are at risk of losing their homes to foreclosure; and have suffered damage to their

creditworthiness due to the concomitant failure of Defendants credit reporting agencies in their fiduciary duty to investigate independently the factual accuracy of Defendant Wells Fargo, N.A.'s negative information concerning their creditworthiness relating to home mortgage loans between 2006 to the date of class certification in this action.

21. This action has been brought and may be maintained as a class action pursuant to Federal Rules of Civil procedure 23(a) and (b)(3).
22. The members of the Class are so numerous that joinder of all members is impracticable. The exact number of members in the Class is unknown to Plaintiffs at this time and can only be determined through appropriate discovery. Plaintiffs believes that Defendant Wells Fargo, N.A., has the information necessary to allow notice to be sent individually to each member of the Class.
23. Common questions of law and fact exist as to all members of the Class. Among others, these common questions include, but are not limited to:
 - a. whether Defendants' conduct constituted violations of the OCPA;
 - b. whether Defendants' conduct constituted violations of the FCRA; and
 - c. whether Plaintiffs are entitled to injunctive relief or other remedies, in addition to damages, and, if so, the nature of such relief.
24. These common questions predominate over any questions affecting only individual members of the Class.
25. Plaintiffs' claims are typical of the claims of the members of the Class, as they and all the members of the Class are similarly affected by Defendants' wrongful uniform conduct and

assert the same legal theories. Plaintiffs have no interests antagonistic to the interests of the other members of the Class. Plaintiffs and all members of the Class have sustained similar economic injuries arising out of Defendants' violations of common and statutory law as alleged herein.

26. Plaintiffs are adequate representatives of the Class because their interests and those of their counsel do not conflict with the interests of the members of the Class they seek to represent; they have retained counsel competent and experienced in complex class action litigation; and Plaintiffs intend to prosecute this action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of all of the members of the Class.
27. A class action is superior to all other available methods for the fair and efficient adjudication of these controversies since joinder of all members is impracticable. Furthermore, as the damages suffered by individual Class members will be relatively small, the expense and burden of individual litigation make it impossible for Class members to individually redress the wrongs done to them. There will be no difficulty in the management of this class action, whereas individualized litigation presents the potential for inconsistent or contradictory judgments. A class action presents far fewer management difficulties and provides the benefits of a single adjudication, economy of scale, comprehensive supervision by a single court and the conservation of scarce judicial resources.

COUNT I- VIOLATIONS OF THE FAIR CREDIT REPORTING ACT

28. The allegations of paragraphs 1 through 16 of this Complaint are realleged and incorporated by reference.

29. Defendant Wells Fargo, N.A., regularly and in the course of business, furnishes information to one or more Defendant credit reporting agencies about its transactions or experiences with consumers.
30. Defendant Wells Fargo, N.A., did not notify the Plaintiffs at any time that the dispute was considered frivolous or irrelevant, or that Plaintiffs had failed to provide sufficient information to investigate the disputed information.
31. Defendants credit reporting agencies failed in their duty to review all relevant information provided by the Defendant Wells Fargo, N.A., pursuant to 15 U.S.C. § 1681i (a)(2), and as required by 15 U.S.C. § 1681s-2(b)(1)(B).
32. Defendant Wells Fargo, N.A., and Defendants credit reporting agencies failed to adequately conduct an investigation with respect to the disputed information, as required by 15 U.S.C. § 1681s-2(b)(1) after the Plaintiffs' notice of dispute was received at Defendant Wells Fargo's counsel of record in the prior foreclosure proceedings.
33. Defendant Wells Fargo, N.A., failed to report the results of investigation findings, if any, to the Defendant credit reporting agencies that the information provided by Plaintiffs were incomplete or inaccurate, as required by 15 U.S.C. § 1681s-2(b)(1)(D).
34. Defendant credit reporting agencies failed to report the results of the investigation to the Defendant Wells Fargo, N.A., as required 15 U.S.C. § 1681s-2(b)(1)(C).

**COUNT II - VIOLATIONS OF THE OKLAHOMA CONSUMER PROTECTION
ACT BY DECEPTIVE TRADE PRACTICES**

35. The above allegations of this Complaint are realleged and incorporated by reference.

36. Each named Defendant is a “person” within the meaning of the Oklahoma Consumer Protection Act. 15 O.S. § 752(1). Plaintiffs and all the members of the Class are “consumers” as that term is used in 15 O.S. § 761.1(A). Plaintiffs and the other members of the Class and Defendants were engaged in “consumer transactions” within the meaning of the Act. Id. at § 752(2).
37. The actions stated herein and carried out by the Defendants were violations of Oklahoma State and Federal Law, and are therefore unfair and/or deceptive trade practices as defined by 15 O.S. §§ 753 and 761.1.
38. Unfair and/or deceptive trade practices are a violation of the Oklahoma Deceptive and Unfair Trade Practices Act pursuant to §§ 753 and 761.1.

COUNT III - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

39. The above allegations of this Complaint are realleged and incorporated by reference.
40. The Defendant Wells Fargo, N.A., intended to and did inflict severe emotional distress upon Plaintiffs by engaging in actions that intended to harass, belittle, confuse, mislead and threaten the Plaintiffs, the purpose of which was to intimidate and coerce the Plaintiffs into paying a debt which was not legitimately owed, or was paying more than was legitimately owed, and conspired to systematically deny the Plaintiffs their right to dispute the legitimacy and validity of a claimed debt.
41. The Defendant Wells Fargo attempted to take advantage of consumers reasonably unable to protect their interests because of an assumed ignorance and an inability to understand the legal issues and other factors involved, and therefore acted with unconscionable intent.

42. The acts of Defendant Wells Fargo in sending out “investigators” to talk with Plaintiffs’ neighbors and friends, and calling Plaintiffs to tell them their mortgage was past due, when it was not, and threatening to initiate yet another groundless foreclosure action against them is against all bounds of decency.
43. Defendant Wells Fargo began reporting derogatory and inaccurate statements and information relating to Plaintiff and Plaintiff’s credit history to third parties (hereafter the “inaccurate information”). The inaccurate information includes the payment history for Plaintiff’s mortgage account with Wells Fargo. Defendants are reporting that Plaintiffs have been late in making their payments. The inaccurate information negatively reflects upon Plaintiffs, Plaintiffs’ credit repayment history, Plaintiffs’ financial responsibility as debtors and Plaintiffs’ credit worthiness. Defendants Trans Union, Equifax, and Experian have been reporting the inaccurate information through the issuance of false and inaccurate credit information and credit reports that they have disseminated to various persons and credit grantors, both known and unknown. Plaintiffs have disputed the inaccurate information with Defendants Trans Union, Equifax and Experian through written communications to their representatives and by following Trans Union, Equifax and Experian’s established procedures for disputing consumer credit information. These multiple negative actions of Defendant Wells Fargo resulted damage to the Plaintiffs’ credit history which was intended to and actually did inflict severe emotional distress on the Plaintiffs.
44. Despite Plaintiff’s efforts, Trans Union, Equifax, and Experian have never: (1) contacted Plaintiffs to follow up on, verify and/or elicit more specific information about Plaintiffs’ disputes; (2) contacted any third parties that would have relevant information concerning

Plaintiffs' disputes; (3) forwarded any relevant information concerning Plaintiffs' disputes to the entities originally furnishing the inaccurate information; or (4) requested or obtained any credit applications, or other relevant documents from the entities furnishing the inaccurate information. Defendants have deliberately, willfully, intentionally, recklessly and negligently repeatedly failed to perform reasonable reinvestigations of the above disputes as required by the FCRA, have failed to remove the inaccurate information, have failed to report on the results of their reinvestigations to all credit reporting agencies, have failed to note the disputed status of the inaccurate information and have continued to report the derogatory inaccurate information about Plaintiffs. Plaintiffs' credit reports and file have been obtained from Trans Union, Equifax, and Experian have been reviewed by prospective and existing credit grantors and extenders of credit and the inaccurate information has been a substantial factor in precluding Plaintiffs from receiving many different credit offers and opportunities, known and unknown, and from receiving the most favorable terms in financing and interest rates for credit offers that were ultimately made. As a result of Defendants' conduct, Plaintiffs have been harassed and embarrassed and have suffered actual damages arising from monetary losses, loss of credit and loan opportunities, out-of-pocket expenses including, but not limited to, local or long distance telephone calls, postage, faxing and other related costs, all of which will continue into the future to Plaintiffs' great detriment and loss. As a result of Defendants' conduct, Plaintiffs have suffered great emotional and mental pain and anguish, and Plaintiffs will continue to suffer the same for an indefinite time in the future, all to Plaintiffs' great detriment and loss.

45. As a result of Defendants' conduct, Plaintiffs have suffered actual damages in the form of

financial and dignitary harm arising from the injury to credit rating and reputation, and Plaintiffs will continue to suffer the same for an indefinite time in the future, all to Plaintiffs' great detriment and loss. As a result of Defendants' conduct, Plaintiffs have suffered a decreased credit score. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendants herein. At all times pertinent hereto, the conduct of the Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, and in grossly negligent disregard for federal and state laws and the rights of Plaintiffs herein.

COUNT IV - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

46. The above allegations of this Complaint are realleged and incorporated by reference.
47. The Defendant Wells Fargo did negligently inflict severe emotional distress upon Plaintiffs by engaging in actions that intended to harass, belittle, confuse, mislead and threaten the Plaintiffs, the purpose of which was to intimidate and attempt to coerce the Plaintiffs into paying more than was required despite their timely payments, and conspired to systematically deny the Plaintiffs their right to dispute the legitimacy and validity of the amount it was claimed due.
48. The Defendants attempted to take advantage of a consumer reasonably unable to protect his interests because of an assumed ignorance and an inability to understand the legal issues and other factors involved, and therefore acted with unconscionable negligence.

COUNT V - BREACH OF CONTRACT
(SETTLEMENT AGREEMENT)

49. The above allegations of this Complaint are realleged and incorporated by reference.
50. Twice, Wells Fargo Bank has initiated foreclosure proceedings unjustly and without proper cause against the Plaintiffs in Creek County, Oklahoma; all of said litigation being terminated and/ or settled in favor of the Plaintiffs, see Creek County Case Nos. CJ-2004-868 and CJ-2008-698 and, most recently, have threatened the Plaintiffs with a third foreclosure which finally forced the Plaintiffs to retain legal services in this case.
51. In February 2010, a Settlement Agreement (hereafter “Agreement”) was entered into between the Plaintiffs and Defendant and thereafter executed by plaintiffs and the agents of defendants in Case No. CJ-2008-698 (a copy of which is attached as Exhibit “1” and made a part of hereof) whereby the Defendant Wells Fargo Bank, N.A. agreed to (a) dismiss its action in foreclosure; (b) waive all fees and costs associated with the foreclosure action; (c) execute a Settlement Agreement which contains Wells Fargo Bank, N.A.’s agreement to repair and/or “clean up” the Plaintiffs’ credit reports which have been damaged due to the wrongful filing of foreclosure actions; and (d) pay \$3,150 to the Plaintiffs for their attorneys’ fees. The Defendant Wells Fargo Bank, N.A. has breached the Agreement due to its failure to effect the “clean up” and/or correction of the Plaintiffs’ credit reporting and have further engaged in an ongoing, deliberate and willful pattern of continuing harassment of the Plaintiffs, including, but not limited to, the following: (a) Failing to communicate through counsel even though repeated written and verbal requests have been made that all communications be sent through legal counsel representing the Plaintiffs, i.e., Howard D.

Perkins, Jr., and through the Defendant's counsel, Baer, Timberlake, Coulson & Cates, P.C., through their associate Blake C. Parrott. (b) Continuing to place harassing and threatening phone calls to the Plaintiffs and each of them, wrongfully alleging a failure to timely make mortgage payments when said payments have consistently been current and up to date. (c) Sending out investigators who have personally gone on to the Plaintiffs' property alleging that the Plaintiffs are in default on their note, with the sole purpose of harassing and causing intentional mental distress of the Plaintiffs. (d) Sending notices directly to the Plaintiffs, and not through counsel, making allegations of failure to make mortgage payments and a general willful pattern of harassment, this is without merit and based upon no evidence whatsoever and Plaintiffs have suffered damages thereby by reason of the aforementioned breach of the Defendant Wells Fargo, N.A., coupled with the egregiousness of Defendant Wells Fargo's threats of a third foreclosure of the Plaintiffs which finally forced the Plaintiffs to retain legal services in this case.

COUNT VI - BREACH OF CONTRACT
(MORTGAGE AGREEMENT)

52. The above allegations of this Complaint are realleged and incorporated by reference.
53. On October 15, 2003, Plaintiff William Dutton and Country Investments, Inc. d/b/a Freedom Mortgage executed a promissory note (hereafter "Note") and obligation of the Note were secured by a mortgage contract dated October 15, 2003, executed by the Plaintiff William Dutton (hereafter "Mortgage"). Defendant Wells Fargo is the current holder of the Note and Mortgage by assignment from Freedom Mortgage. Plaintiffs Stacey White and Shannon White are the present record owners of the Property, Warranty Deed, and Quitclaim Deed.

54. Contested issues arose in prior civil litigation between Defendant Wells Fargo and the Plaintiffs in Creek County Case Nos. CJ-2004-868 and CJ-2008-698 when Defendant Wells Fargo filed foreclosure actions against the Plaintiffs which constituted breaches of the Mortgage contract because the Plaintiffs' made or attempted to timely make all payments under the terms of the mortgage given their proof of copies of the certified mail receipts clearly demonstrating that all payments for the months alleged by the Defendant Wells Fargo to be in default were in fact timely made in full and should have been credited to their account, all of said litigation being terminated and/ or settled in favor of the Plaintiffs. Nonetheless, Defendant Wells Fargo continues to demand additional payments from Plaintiffs even though no more is due on the account.
55. Plaintiffs have suffered damages thereby by reason of the aforementioned breaches of the Defendant Wells Fargo, N.A., coupled with the egregiousness of Defendant Wells Fargo's threats of a third foreclosure of the Plaintiffs which finally forced the Plaintiffs to retain legal services in this case.

COUNT VII - DECEIT

56. The above allegations of this Complaint are realleged and incorporated by reference.
57. In February 2010, an Agreement was entered into between the Plaintiffs and Defendant Wells Fargo and thereafter executed by Plaintiffs and the agents of Defendant Wells Fargo in Case No. CJ-2008-698 (a copy of which is attached as Exhibit "1" and made a part of hereof) whereby the Defendant Wells Fargo Bank (a) intentionally deceived the Plaintiffs with regards to the terms of the express financial and credit terms of the Agreement; (b) fully knowing the representations were false, or made the representations recklessly without regard

for its truth; (c) intended that the Plaintiffs rely upon the false representations; (d) that the Plaintiffs did reasonably rely upon the false representations, and (d) that the Plaintiffs' reliance on the Defendant Wells Fargo's false representations relating to the express financial and credit terms of the Agreement was a substantial factor in their harm.

58. Plaintiffs have suffered damages thereby by reason of the intentional or reckless deceit in the inducement of the Plaintiffs to enter into the Agreement and Wells Fargo's willful breach of the Agreement coupled with the egregiousness of Defendant Wells Fargo's ongoing pattern of harassment and unconscionable threats of instituting a third foreclosure of the Plaintiffs' home which finally forced the Plaintiffs to retain legal services in this case.

COUNT VIII – DEFAMATION

59. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.
60. Defendants Trans Union, Equifax and Experian have published statements both orally and through writing to various creditors, prospective credit grantors, other credit reporting agencies, and other entities that the above-referenced derogatory inaccurate information belong to the Plaintiffs.
61. Defendants Trans Union, Equifax and Experian have published these statements each time a credit report on the Plaintiffs has been requested from any creditor, prospective credit grantors/furnisher or other source.
62. The statements made by Defendants Trans Union, Equifax and Experian are false in that they inaccurately reflect Plaintiffs' credit information and debt repayment history, and paint Plaintiffs as financially irresponsible and delinquent.

63. Defendants Trans Union, Equifax and Experian have published these statements to at least every single creditor, furnisher or prospective creditor or other entity that has requested Plaintiffs' credit reports.
64. Nonetheless, Defendants Trans Union, Equifax and Experian continue to publish the false and negative statements concerning the Plaintiffs' credit history up through the present time.
65. The written statements and publications constitute libel per se.
66. The oral statements and publications constitute slander per se.
67. In addition, and despite the repeated notices from Plaintiffs, Defendants Trans Union, Equifax and Experian have acted with malice by failing to communicate the information provided to them to all creditors, prospective creditors, furnishers of information and all other entities to whom it provides credit information concerning the Plaintiffs.
68. Defendants Trans Union, Equifax and Experian's conduct was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to the Plaintiffs that are outlined more fully above and, as a result, Defendants Trans Union, Equifax and Experian are liable to compensate the Plaintiffs for the full amount of actual damages, compensatory damages and punitive damages, as well as such other relief, permitted under the law.

COUNT IX – DEFAMATION

69. Plaintiff incorporates the foregoing paragraphs as though the same were set forth at length herein.
70. At the times pertinent hereto, Defendant Wells Fargo has published statements both orally and through writing to various credit reporting agencies, collection agencies and/or attorneys

that are false and negative representations concerning Plaintiff's credit information and history.

71. The statements made by Defendant Wells Fargo are false as outlined above.
72. Defendant Wells Fargo has published these statements to at least Defendants Trans Union, Equifax and Experian.
73. Defendant Wells Fargo knew that the statements were false when made and had no factual basis for making the statements, as Plaintiffs had notified them that the statements were false for the above-mentioned reasons and, nonetheless, it continues to publish such statements up through the present time.
74. The written statements and publications constitute libel per se.
75. The oral statements and publications constitute slander per se.
76. In addition, and despite the repeated notices from Plaintiffs, Defendant Wells Fargo has acted with malice by failing to communicate the information provided to them by Plaintiffs to credit reporting agencies when responding to the reinvestigation attempts of such credit reporting agencies.
77. The conduct of Defendant Wells Fargo was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to Plaintiffs that are outlined more fully above and, as a result, Defendant Wells Fargo is liable to compensate Plaintiffs for the full amount of actual, compensatory and punitive damages, as well as such other relief, permitted by law.

COUNT X – NEGLIGENCE

78. Plaintiffs incorporate the foregoing paragraphs as if the same were set forth at length herein.

79. Defendants Trans Union, Equifax and Experian's negligence consists of the following:
- a. Violating the FCRA and OCPA as set forth above;
 - b. Disregarding Plaintiff's rights and failing to comply with the laws and regulations of the State of Oklahoma as set forth above;
 - c. Failing to provide prompt notice of the inaccurate information to creditors;
 - d. Failing to employ and follow reasonable procedures to assure maximum possible accuracy of Plaintiffs' credit report, information and file;
 - e. Failing to properly and timely delete the inaccurate information from the Plaintiffs' credit files despite being unable to verify the accuracy of the information and/or being provided with proof of its inaccuracy; and
 - f. Continuing to report the inaccurate information despite having knowledge of the inaccuracies and/or the inability to be verified.
80. As a result of Defendants Trans Union, Equifax and Experian's above-mentioned conduct, Plaintiffs sustained and continues to sustain the losses and damages as set forth above.
81. The conduct of Defendants Trans Union, Equifax and Experian was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to Plaintiffs that are outlined more fully above and, as a result, Defendants Trans Union, Equifax and Experian are liable to compensate the Plaintiffs for the full amount of actual and compensatory damages, as well as such other relief, permitted under the law.

COUNT XI – NEGLIGENCE

82. Plaintiffs incorporate the foregoing paragraphs as if the same were set forth at length herein.
83. Defendant Wells Fargo's negligence consists of the following:

- a. Violating the FCRA and OCPA as set forth above;
 - b. Disregarding Plaintiffs' rights and failing to comply with the laws and regulations of the State of Oklahoma as set forth above;
 - c. Failing to report the inaccurate status of the inaccurate information to all credit reporting agencies, including those agencies to whom Defendant Wells Fargo originally furnished information; and
 - d. Failing to delete or correct the inaccurate information.
84. As a result of Defendant Wells Fargo's above-mentioned conduct, Plaintiffs sustained and continue to sustain the losses and damages as set forth above.
85. The conduct of Defendant Wells Fargo was a direct and proximate cause, as well as a substantial factor, in bringing about the serious injuries, damages and harm to Plaintiffs that are outlined more fully above and, as a result, Defendant Wells Fargo is liable to compensate the Plaintiffs for the full amount of actual and compensatory damages, as well as such other relief, permitted under the law.

COUNT XII – INVASION OF PRIVACY/INTRUSION UPON SECLUSION

86. Plaintiffs incorporate the foregoing paragraphs as though the same were set forth at length herein.
87. Defendant Wells Fargo's above actions violated Plaintiffs' right of privacy by intentionally intruding upon the solitude of the Plaintiffs.
88. By such unauthorized invasion, Defendant Wells Fargo invaded Plaintiffs' right to privacy, destroyed Plaintiffs' peace of mind, and caused Plaintiffs severe mental and emotional distress.

89. The conduct of Defendant Wells Fargo was a direct and proximate cause, as well as a substantial factor, in bringing about the harm to Plaintiffs that are outlined more fully above and, as a result, Defendant Wells Fargo is liable to compensate the Plaintiffs for the full amount of actual, compensatory and punitive damages, as well as such other relief, permitted under the law.

WHEREFORE, the Plaintiffs respectfully request relief as follows:

90. Certification of the Class;
91. For preliminary and permanent injunctive relief, enjoining all of the named Defendants and other conspirators from engaging in further violations of the Fair Credit Reporting Act and the Oklahoma Consumer Protection Act by Unfair and Deceptive Trade Practices;
92. For preliminary and permanent injunctive relief, enjoining all of the named Defendants and other conspirators from:
- a. Selling, transferring, reporting, or otherwise assigning the above named account to any other collection agency, debt collector, reseller or Credit Reporting Agency;
 - b. Attempting to place the Plaintiffs on any “deadbeat list,” or attempting in any way to impugn the Plaintiffs’ reputation as a consumer in connection with any and all transactions carried out or related to the aforementioned debt;
 - c. Prohibiting the Defendants, and any and all other persons or entities in active concert with them, from taking possession of the Class Members’ properties, from selling the Class Members’ properties, from ejecting the Class Members from the properties, or in any way interfering with the peaceful enjoyment and possession by the Class Members of their properties, title to which was allegedly obtained by Defendants to

prevent irreparable harm to Class Members in throwing families out into the street, whether or not their loans are in actual default, contrary to conscionable public policy; and

- d. On equitable grounds, not requiring Plaintiffs to post bond during the pendency of the injunction due to financial hardship of the Plaintiffs;
- 93. For an order awarding general damages, actual damages yet to be determined for violations of the Fair Credit Reporting Act; for violations of the Oklahoma Consumer Protection Act; intentional infliction of emotional distress; negligent infliction of emotional distress; breach of the Mortgage Contract and the Settlement Agreement; deceit in the inducement of the Settlement Agreement; defamation per se; negligence,; invasion of privacy and for punitive damages in excess of \$25,000,000.00;
 - 94. That a master or receiver be appointed or sequestration of assets be ordered, or a constructive trust be established, to prevent the use or enjoyment of proceeds derived through the illegal acts, and that the expenses of a master or receiver be assessed against Defendants;
 - 95. That Defendants be ordered to pay penalties as authorized by law;
 - 96. That Defendants' license to engage in business in the Oklahoma be revoked or that Defendants be enjoined from engaging in business in Oklahoma;
 - 97. The cost and expense of the suit, including reasonable attorneys' fees; and
 - 98. For such other and further relief, including pre-and post-judgment interest, as the Court deems just and proper under the circumstances.

Respectfully submitted,
Stauffer & Nathan, P.C.

By: s/ James F. Kelly
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JURY TRIAL DEMANDED
ATTORNEYS LIEN CLAIMED

CERTIFICATE OF SERVICE

I hereby certify that on August 31, 2011, I electronically transmitted the foregoing document to the Clerk of Court using the ECF System for filing and transmittal of a Notice of Electronic Filing to the following ECF registrants:

Dan Sullivan
Mark E. Hardin

s/ James F. Kelly