

1 COUGHLIN STOIA GELLER  
RUDMAN & ROBBINS LLP  
2 FRANK J. JANECEK, JR. (156306)  
CHRISTOPHER COLLINS (189093)  
3 655 West Broadway, Suite 1900  
San Diego, CA 92101  
4 Telephone: 619/231-1058  
619/231-7423 (fax)  
5 frankj@csgrr.com  
chrisc@csgrr.com

6 LANDSKRONER • GRIECO • MADDEN, LLC  
7 JACK LANDSKRONER  
DREW LEGANDO  
8 1360 West 9th Street, Suite 200  
Cleveland, OH 44113  
9 Telephone: 216/522-9000  
216/522-9007 (fax)  
10 jack@landskronerlaw.com  
drew@landskronerlaw.com

11 Attorneys for Plaintiff

12 UNITED STATES DISTRICT COURT  
13  
14 NORTHERN DISTRICT OF CALIFORNIA

15 MARY JANE YAKAS, on Behalf of Herself ) No. 09-cv-02964-WHA  
and All Others Similarly Situated, )  
16 ) CLASS ACTION  
Plaintiff, )  
17 vs. ) PLAINTIFF'S FIRST AMENDED  
COMPLAINT FOR (1) BREACH OF  
18 CHASE MANHATTAN BANK USA, N.A., ) CONTRACT AND (2) UNJUST  
Predecessors, Successors, and Subsidiaries, and ) ENRICHMENT  
19 DOES 1-100, Names and Addresses Currently )  
Unknown, )  
20 )  
Defendants. )  
21 DEMAND FOR JURY TRIAL

22  
23  
24  
25  
26  
27  
28

1 **PLAINTIFF’S FIRST AMENDED COMPLAINT**

2 Now comes Plaintiff Mary Jane Yakas, individually and on behalf of all others similarly  
3 situated, and for her first amended complaint states and alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiff originally filed this action July 9, 2009. Defendants moved to dismiss. After oral  
6 argument on the motion, this Court directed Plaintiff to file this Amended Complaint alleging the  
7 additional facts Plaintiff discussed at the hearing in response to the arguments raised in Defendant’s  
8 motion.

9 **GENERAL FACTUAL ALLEGATIONS**

10 **Parties and Relationships**

11 2. Chase Manhattan Bank USA, N.A. (“Chase”) is a national retail banking institution  
12 with branch offices throughout the state of California and across the United States. Chase is a  
13 Delaware corporation with a registered agent at 802 Delaware Avenue, 14th Floor, Wilmington,  
14 Delaware, 19801. Chase does substantial business in, has sufficient minimum contacts with, and  
15 specifically avails itself of the market of the state of California to render it susceptible to the jurisdiction of  
16 this Court. To wit, Chase contracted with California consumers by signing agreements governing home  
17 equity lines of credit.  
18

19 3. Does 1-100 are other Chase entities, subsidiaries, affiliates, predecessors, or  
20 successors involved in the creation, marketing, sale, control, and other aspects of home equity lending at  
21 issue in this Amended Complaint, or who exercised control over Chase or are otherwise liable or  
22 vicariously liable for the acts and omissions of Chase as set forth in this Amended Complaint. Plaintiff  
23 has been unable, despite reasonable efforts, to identify these Doe defendants and anticipates that a  
24 deposition of the Chase corporate officer most familiar with home equity lending and/or the production of  
25 a corporate organizational chart will be necessary to determine the involvement of the Doe defendants in  
26 the acts or omissions giving rise to Plaintiff’s claims. Once discovery reveals the identities and  
27  
28

1 liabilities of the Doe defendants, Plaintiff will seek leave to amend this Amended Complaint to name  
2 them and will serve them according to the Federal Rules of Civil Procedure. (Collectively, Chase and the  
3 Doe defendants are referred to as “Defendants,” and the allegations alleged against “Chase” are deemed to  
4 apply to all Defendants.)

5  
6 4. Named Plaintiff Mary Jane Yakas (“Yakas” or “Plaintiff”) is a resident of the City of  
7 Concord, California, at the address which secured her home equity line of credit with Chase, 1268  
8 Oak Knoll Drive. Plaintiff Yakas represents a class of borrowers who contracted with Chase to receive  
9 home equity lines of credit.

#### 10 **JURISDICTION & INTRA-DISTRICT ASSIGNMENT**

11 5. This Court has jurisdiction pursuant to 28 U.S.C. §1332(d). This case is filed as a  
12 class action, the matter in controversy exceeds the value of \$5,000,000, exclusive of costs and  
13 interest, and more than two-thirds of the members of the proposed class are citizens of a state different  
14 than defendant Chase’s home state.

15  
16 6. Venue is proper in this Court pursuant to 28 U.S.C. §1391(c) because defendant Chase  
17 regularly transacts business and is subject to personal jurisdiction in the state of California. Plaintiff  
18 Yakas is a resident of the Northern District of California, which is a forum convenient to the efficient  
19 adjudication of this matter.

20 7. A substantial part of the events or omissions which give rise to the claims in this action  
21 occurred in the county of Contra Costa, and as such this action is properly assigned to the San  
22 Francisco division of this Court.

23  
24 8. Jurisdiction, venue, and intra-district assignment were not challenged in Defendant’s  
25 responsive pleading to Plaintiff’s original complaint Defendants moved to dismiss on grounds that  
26 Plaintiff had failed to state a claim for breach of contract or unjust enrichment. After oral argument, this  
27 Court instructed Plaintiff to file this Amended Complaint.  
28

1 **PLAINTIFF AND CLASS MEMBER ALLEGATIONS**

2 9. A home equity line of credit (“HELOC”) is an additional mortgage in the form of  
3 revolving credit. The equity a homeowner has in his property serves as the collateral for the loan, and  
4 some percentage of the owner’s equity serves as the credit limit.

5 10. Chase offered HELOC accounts to homeowners like Yakas and the unnamed Class  
6 Members. Chase drafted a form contract to govern these accounts and the rights and obligations of the  
7 parties during the term of the account (the “Agreement”). The form agreement is a contract of  
8 adhesion and its terms must be interpreted against Chase. *See* Exhibit 1, HELOC Agreement.

9  
10 11. Under paragraph 14 of the Agreement, one of the obligations of the borrower was “to pay  
11 to [Chase] a non-refundable Annual Participation Fee of \$20.00 *during the Draw Period* and any  
12 extension of the Draw Period.” (Emphasis added.)

13 12. Under paragraph 16 of the Agreement, one of the rights of Chase was to “refuse to make  
14 additional extensions of credit, or reduce your Credit Limit if [t]he value of the Property [securing the  
15 line] declines significantly below its original appraised value for purposes of this Credit Account.” A  
16 decline in market value of a property is only significant “for purposes of this Credit Account” if the  
17 decline in value wipes out the owner’s equity, thus exposing the bank to a risk that the HELOC will  
18 become unsecured.

19  
20 13. Under paragraph 10 of the Agreement, the method for determining the value of the  
21 property during the life of the Agreement was by appraisal. This provision expressly states: “Any  
22 time as we may reasonably require while you have the right to take Advances on your Credit  
23 Account, we may obtain an appraisal on the Property. You agree that you will cooperate with us in  
24 obtaining such an appraisal.”

25  
26 14. In 2008, Chase desired to end its HELOC lending and substituted a property valuation  
27 method favorable to its motives in place of a real appraisal. Chase thereafter cancelled borrowers’  
28

1 HELOC accounts, claiming to have “used a proven valuation method to estimate your home’s value,”  
2 and that “that valuation no longer supports the full amount of your Line of Credit, so we are  
3 suspending future draws against your account.” This meant for borrowers that they would “not be able  
4 to draw on [their] line[s].”

5  
6 15. Chase claimed it was relying on paragraph 16 of the Agreement and cancelling  
7 HELOC accounts because of significant declines in home value below the original appraised values.

8 16. In truth, however, Chase was relying on an Automated Valuation Method to estimate  
9 property values based on region and had no legitimate basis for the blanket cancellation of HELOC  
10 lending because Chase never performed an appraisal. The real reason for Chase’s unilateral and uniform  
11 suspension of HELOC lending was the economic downturn affecting credit markets last year. Chase  
12 simply wanted to get the liabilities of HELOC’s off its books, so it cut-and-ran from this area of  
13 business.  
14

15 17. When Chase cancelled the contractual right to draw upon the HELOC without  
16 determining the “appraised value” of Plaintiff’s and the Class Members’ property, it breached  
17 paragraph 16 of the Agreement. This cancellation resulted in a breach for three independent reasons:

18 (a) Chase impermissibly substituted an Automated Valuation Model to “estimate”  
19 of property value for the “appraised value,” but the appraised value could only be determined by a  
20 licensed appraiser;

21 (b) The estimate Chase obtained from its Automated Valuation Model does not  
22 accurately value property; and/or  
23

24 (c) Chase cancelled HELOC lending without establishing that the value of the  
25 property had declined below the original appraised value, let alone declined significantly.

26 18. Paragraph 14 of the Agreement provides that Chase may collect an Annual Fee during  
27 each “**Draw Period**” and for each extension of the “**Draw Period**,” for each year on the anniversary of  
28

1 the Agreement. Despite cancelling Plaintiff's and the Class Members' right to draw on their HELOC  
2 accounts, Chase continued to charge the Annual Fee.

3 19. **"Draw Period"** is a defined term as it is capitalized. Although there is no separate  
4 definition stated in the Agreement, the context in which the term is used throughout the contract  
5 provides its meaning: The Draw Period is any period during which the borrower could draw from the  
6 HELOC account. The Draw Period ended when Chase cancelled the HELOC.  
7

8 20. Chase breached paragraph 14 of the Agreement in at least two independent ways:

9 (a) Chase did not refund to Plaintiff and the Class Members, the pro rata portion of  
10 the Annual Fee for the 2008 Draw Period, when it cancelled the 2008 Draw Period in the middle of the  
11 year the fee was paid to secure; and/or

12 (b) Chase charged Plaintiff and the Class Members an Annual Fee in 2009, while  
13 accounts were cancelled and no Draw Period existed.  
14

15 **Chase's "Regulation Z" Defense under the Truth in Lending Act ("TILA")**

16 21. In its Motion to Dismiss Chase maintained that federal law (specifically, FDIC Regulation Z) is  
17 (a) incorporated into the Agreement, and (b) allows Chase to do the things it did. In particular, Chase  
18 asserted that TILA and Regulation Z permit a creditor to prohibit additional extensions of credit on a  
19 HELOC "during any period in which the value of the consumer's principal dwelling which secures  
20 any outstanding balance is significantly less than the original appraisal value of the dwelling." They  
21 further asserted that Federal Deposit Insurance Corporation has issued guidance specifically  
22 approving the use of Automated Valuation Models as a means for determining property values  
23 before suspending HELOC credit privileges.  
24

25 22. Plaintiff and the Class Members do not agree with Chase's assertion that laws which  
26 are not referenced in the Agreement and are not provided to (or otherwise disclosed) can be written  
27 into the Agreement. Regulation Z and other federal lending laws establish what Chase and other  
28

1 banks *may* do. But the Agreement contains what Chase *contracted* to do, and Chase is not excused  
2 from the terms of the Agreements it drafted and entered into with Plaintiff and the Class. The  
3 Agreement does not incorporate any law, statute, or regulation into its terms, save for a Delaware  
4 choice-of-law provision.

5           23. Nevertheless at oral argument Plaintiff demonstrated that even under Chase's "Regulation  
6 Z" defense, the cancellation of Plaintiff's and the Class Members' contractual right to draw upon their  
7 HELOC was further evidence of Defendant's breach.

8           24. The Federal Reserve Board's Official Staff Commentary to Regulation Z has  
9 interpreted "significant decline" as a drop in value such that the difference between the credit limit  
10 and available equity at the time that the HELOC account was granted has been reduced by fifty  
11 percent from the difference between these values at the time that the HELOC account was granted.  
12 12 C.F.R. §226.5b(f)(3)(vi), cmt. 6.

13           25. 12 C.F.R. pt. 226, Supp. I, commentary to paragraph 226.5b(f)(3)(vi), cmt. 6 provides  
14 the following example that the 50% threshold has been reached: Assume that a house with a first  
15 mortgage of \$50,000 is appraised at \$100,000 and a \$30,000 HELOC account is opened. The  
16 difference between the HELOC limit and available equity is \$20,000, half of which is \$10,000. The  
17 creditor could prohibit further advances or reduce the credit limit if the value of the property declines  
18 from \$100,000 to \$90,000.

19           26. The form letter Chase provided to Plaintiff and the Class Members does not contend,  
20 nor has Chase at any point in this litigation contended, that the HELOCs were being cancelled  
21 because the available equity has significantly declined. Rather, it exclusively relies on an estimate of  
22 the property value, which is just one factor in the equation to be used to determine if the remaining  
23 equity has declined by 50%.



1           32.     On April 22, 2009, even though Chase had cancelled Yakas' right to draw on her  
2 HELOC account, such that there was no Draw Period in existence, Chase charged a \$20 Annual Fee  
3 for the 2009 Draw Period (from April 22, 2009 through April 21, 2010).

4           33.     At the time the HELOC was cancelled, County of Contra Costa tax records reflected  
5 Yakas' property was valued at \$705,000. Thus, Yakas' property did not decline significantly below its  
6 original appraised value for purposes of the Agreement, it declined by a mere 1.8%. In addition, at that  
7 time, the balance on her mortgage was \$530,274. Therefore, Yakas' unencumbered equity was  
8 \$103,026.<sup>2</sup> In other words, when Chase cancelled the Yakas HELOC, *there was \$30,000 more*  
9 *equity in the property than when Chase initially opened the line.* At the time the HELOC was  
10 cancelled, County of Contra Costa tax records reflected Yakas' property was valued at \$705,000.  
11  
12 See Exhibit 3, property valuation.

13           34.     Chase did not obtain an appraisal to determine the current appraised value of the  
14 property. Instead, using a secret Automated Valuation Model, Chase *estimated* that Yakas' property was  
15 worth \$674,000. This estimate was substantially inaccurate, not permitted under the contract, and  
16 should be disregarded.

### 18 **Chase Regulation Z Defense**

19           35.     Even under Chase's asserted "Regulation Z" defense, the Chase breached its contract.  
20 Assuming *arguendo* that Chase's secret Automated Valuation Model correctly estimated the Yakas  
21 property value to be \$674,000 – which it did not – there has been no "Significant Decline" which  
22 would permit the suspension of Yakas' HELOC.

23           36.     To constitute a "Significant Decline," Regulation Z requires the unencumbered equity  
24 at the opening of the HELOC to decrease by 50% or more. At the time the HELOC was opened: (1)

25 \_\_\_\_\_  
26  
27 <sup>2</sup> \$705,000 (Property Value) - \$530,274 (Mortgage) - \$71,750 (HELOC Limit) = \$103,026  
28 (Unencumbered Equity).

1 the appraised value of the property was \$718,000; (2) the mortgage on the property was \$573,900;  
 2 and (3) the amount of the HELOC limit was \$71,750. Therefore, the unencumbered equity in the  
 3 property when the HELOC was opened was \$72,350.<sup>3</sup> That means that unless the unencumbered  
 4 equity decreases by more than \$36,175, Chase cannot suspend Yakas' right to draw on her HELOC.

5  
 6 37. At the time the HELOC was suspended: (1) the estimated value of the property was  
 7 \$674,000; (2) the mortgage on the property was \$530,274; and (3) the amount of the HELOC limit  
 8 remained unchanged at \$71,750. Therefore, the decline in unencumbered equity in the property  
 9 when the HELOC was suspended was \$71,976.<sup>4</sup>

10 38. Thus, accepting Chase's defense (including its estimated property value) for the sake  
 11 of argument, the decline in value under Regulation Z would be just \$374 – a far cry from the  
 12 \$36,175 threshold under which Regulation Z would permit a suspension. Indeed, the \$374 reduction  
 13 does not come close to the 50% threshold – *it is less than 1%*.

#### 14 **CLASS ACTION ALLEGATIONS**

15  
 16 39. Plaintiff Yakas brings this action on behalf of herself and all other persons similarly  
 17 situated. The class she represents is composed of all Chase customers (including customers of their  
 18 predecessors and/or successors) in the United States whose HELOC accounts were suspended based  
 19 upon a decline in property value – determined by a flawed estimated valuation model – and absent an  
 20 appraisal of the property (the "Class"). Specifically excluded from the Class are counsel, Defendants  
 21 and their officers, director, employees, agents, and affiliates.  
 22  
 23  
 24

---

25 <sup>3</sup> \$718,000 (Property Value) - \$573,900 (Mortgage) - \$71,750 (HELOC Limit) = \$72,350  
 26 (Unencumbered Equity).

27 <sup>4</sup> \$674,000 (Property Value) - \$530,274 (Mortgage) - \$71,750 (HELOC Limit) = \$71,976  
 28 (Unencumbered Equity).

1           40.     The Class is composed of an unknown number of persons geographically dispersed  
2 throughout the United States (or, alternatively, the state of California), the joinder of whom in one  
3 action is impracticable. Accordingly, the disposition of their claims in a class action will provide  
4 substantial benefits to both the parties and the Court.

5           41.     The Class maintains a sufficient community of interest because the rights of each Class  
6 member were violated in a similar fashion; that is, each member was subject to Defendants' blanket  
7 account cancellation methods in the absence of appraisals, and were subject to a uniform charge of an  
8 Annual Fee when no Draw Period existed and/or when Chase had breached the Agreement.

9           42.     The victimized HELOC account customers constituting the Class can be identified in the  
10 customer databases maintained by the Defendants. Specifically, Defendants maintain databases with  
11 the following information: (1) the name of each HELOC customer with account number; (2) the address  
12 of each; (3) the amount and date of Annual Fee assessments; (4) the date of HELOC cancellation; (5) the  
13 basis for HELOC cancellation; and (6) any other fees and costs incurred as a result of the cancellation.  
14 Thus, the Class members can be located and notified with specificity of the pendency of this action  
15 using techniques and a form of notice customarily used in class action litigation.

16           43.     Plaintiff's claims are typical of the Class as a whole because of the similarity,  
17 uniformity, and common purpose of the unlawful and inequitable conduct of Defendants.

18           44.     Plaintiff will fairly and adequately protect the Class and has retained competent counsel  
19 experienced in state and federal class actions similar to this case. Indeed, Plaintiff's chosen counsel  
20 have litigated to resolution a case against a different bank.

21           45.     A class action is superior to all other methods for the just, fair, and efficient  
22 adjudication of this controversy. Indeed, the damages suffered by individual Class members is  
23 insufficient to justify the enormous costs associated with the prosecution of this type of litigation.  
24 The expense and burden posed by such individualized litigation would make it impossible for the  
25  
26  
27  
28

1 Class members to attempt to redress the wrongs done to them on their own, and such serialized  
2 adjudication would be inadequate to ensure that such practices would cease to harm others. Also, there will  
3 be no difficulty in the management of this case as a class action.

4 46. Common questions of law and fact exist as to all members of the Class and these  
5 common issues predominate over any questions which go particularly to any individual member of  
6 the Class. Among such common questions are the following:

7 (a) Did Defendants breach their Agreements with HELOC account customers by  
8 cancelling HELOC lending without conducting appraisals;

9 (b) Did Defendants breach their Agreements with HELOC account customers by  
10 cancelling HELOC lending based on its undisclosed Automated Valuation Model to estimate home value;

11 (c) Did Defendants breach their Agreements with HELOC account customers by  
12 cancelling HELOC lending without a showing the property value had significantly declined below  
13 original appraised value;

14 (d) Is the Automated Valuation Model used by Defendants inaccurate;

15 (e) Did Defendants breach their Agreement with HELOC account customers by  
16 failing to refund on a *pro rata* basis that portion of the Annual Fee after account cancellation;

17 (f) Did Defendants breach their Agreement with HELOC account customers by  
18 charging an Annual Fee even though there was no Draw Period because Chase had cancelled the  
19 Draw Period;

20 (g) If the Agreement does not provide an adequate remedy at law, are Plaintiff and  
21 the Class entitled to restitution because the Defendants have been unjustly enriched through their  
22 retention of the Annual Fees?



1 (b) Paragraph 10 of the Agreement called for an appraisal to determine value  
2 throughout the life of the HELOC Agreement;

3 (c) When Chase cancelled the HELOCs, Plaintiff and the Class Members could  
4 only get their HELOC reinstated by providing Chase with an appraisal of the property to establish  
5 the appraised value of the property was greater than Chase's estimate under its secret Automated  
6 Valuation Model.  
7

8 **Unreliability of Chase Secret Automated Valuation Model**

9 54. The computer model Chase used to estimate Plaintiff's and the Class Members'  
10 property values is inaccurate. By way of example, while the County of Santa Clara had valued  
11 Yakas' property at \$705,000 (according to county tax records at the time Plaintiff's HELOC was  
12 cancelled), Chase's Automated Valuation Model undervalued the property at \$674,000.

13 55. The Automated Valuation Model is not a proper substitute for a full appraisal. At this  
14 time, when Chase has never disclosed its secret methodology, and without the benefit of discovery,  
15 Plaintiff alleges the Automated Valuation Model is flawed in at least the following respects:  
16

17 (a) The Automated Valuation Model does not take into account improvements to  
18 the property made by homeowners during the life of the HELOC. This is particularly egregious  
19 because HELOC's are most often opened by homeowners to make improvements to their property.

20 (b) The Automated Valuation Model does not take into account borrowers paying  
21 down their mortgages during the life of the HELOC.  
22

23 56. By relying on a poorly designed computer model, Chase's estimates are not reliable,  
24 not rationally based, and inaccurate, serving only Chase's self-serving purposes.

25 57. Since the Automated Valuation Model does not and cannot establish whether there  
26 has been a significant decline in home value for the purposes of the HELOC Agreement, Chase had  
27  
28

1 no lawful basis under paragraph 16 for cancelling Plaintiff's HELOCs and the Class Members' rights to  
2 draw upon their HELOCs.

3 58. Chase's Automated Valuation Method is not Regulation Z-compliant because it does  
4 not take into account changes in unencumbered equity. Thus, Chase's HELOC cancellations are  
5 unlawful under TILA. Chase's Automated Valuation Method is not approved by the FDIC.  
6

### 7 **Collection of Annual Fee When Draw Period Cancelled**

8 59. Paragraph 14 of the Agreement only allows an Annual Fee to be charged during a  
9 Draw Period.

10 60. When they cancelled Plaintiff's and the Class Members' right to draw on their HELOCs  
11 in the middle of the 2008 Draw Period, Chase did not refund that portion of the Annual Fee attributable to  
12 the remaining months during which the borrowers could have drawn on their HELOC but for Chase's  
13 improper cancellation.  
14

15 61. Despite having cancelled Plaintiff's and the Class Members' right to draw on their  
16 HELOCs in 2008, Chase charged them the Annual Fee for the 2009 Draw Period that would have been  
17 available but for Chase's improper cancellation.

18 62. Chase did not refund borrowers' Annual Fees for that portion of the 2008 Draw  
19 Period during which the borrowers were deprived the benefit of their bargain (*i.e.*, the ability to draw  
20 on the line). Plaintiff and the Class have chosen to forego recovery of the value of full performance  
21 by Chase (*i.e.*, reinstatement of HELOC lending) and instead seek only to collect the expenses  
22 incurred by them in performing their end of the contract (*i.e.*, the Annual Fee which was an  
23 obligation Plaintiff and the Class performed in exchange for Chase's performance). Chase cannot  
24 exempt itself from a suit to recover this element of damages by designating the Annual Fees paid as  
25 non-refundable in an agreement which it prepared.  
26  
27  
28



1 B. An order preliminary and/or permanently enjoining Defendants from pursuing the  
2 practices complained of herein;

3 C. Actual and compensatory damages in excess of \$5,000,000, to be proven at trial, including  
4 any damages as may be provided for by statute;

5 D. Punitive damages as may be found just by this Court;

6 E. Reasonable attorneys' fees and costs of suit;

7 F. Pre- and post-judgment interest; and

8 G. Such other and further relief as this Court may deem necessary and proper.

9  
10 **JURY DEMAND**

11 Plaintiff demands a trial by jury.

12 DATED: November 19, 2009

13 COUGHLIN STOIA GELLER  
14 RUDMAN & ROBBINS LLP  
15 FRANK J. JANECEK, JR.  
16 CHRISTOPHER COLLINS

17  
18 s/ CHRISTOPHER COLLINS  
19 CHRISTOPHER COLLINS

20 655 West Broadway, Suite 1900  
21 San Diego, CA 92101  
22 Telephone: 619/231-1058  
23 619/231-7423 (fax)

24 LANDSKRONER • GRIECO • MADDEN, LLC  
25 JACK LANDSKRONER  
26 DREW LEGANDO  
27 1360 West 9th Street, Suite 200  
28 Cleveland, OH 44113  
Telephone: 216/522-9000  
216/522-9007 (fax)

Attorneys for Plaintiff

S:\CasesSD\Chase HELOC\CPT00063175\_1st Amended.doc

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

CERTIFICATE OF SERVICE

I hereby certify that on November 19, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses denoted on the attached Electronic Mail Notice List, and I hereby certify that I have mailed the foregoing document or paper via the United States Postal Service to the non-CM/ECF participants indicated on the attached Manual Notice List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on November 19, 2009.

s/ CHRISTOPHER COLLINS

CHRISTOPHER COLLINS

COUGHLIN STOIA GELLER  
RUDMAN & ROBBINS LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)

E-mail: ChrisC@csgrr.com

## Mailing Information for a Case 3:09-cv-02964-WHA

### Electronic Mail Notice List

The following are those who are currently on the list to receive e-mail notices for this case.

- **Victoria R. Collado**  
vcollado@burkelaw.com,wdaitsman@burkelaw.com,ECFNotices@burkelaw.com,jpowell@burkelaw.com
- **Christopher Collins**  
chrisc@csgrr.com
- **Frank James Janecek , Jr**  
frankj@csgrr.com,karenc@csgrr.com,e\_file\_sd@csgrr.com
- **Jack Landskroner**  
jack@lgmlegal.com,debra@lgmlegal.com
- **Drew Legando**  
drew@lgmlegal.com
- **LeAnn Pedersen Pope**  
lpope@burkelaw.com,rmallder@burkelaw.com
- **George Geoffrey Weickhardt**  
gweickhardt@ropers.com,mmcpherson@ropers.com,abush@ropers.com,acho@rmkb.com

### Manual Notice List

The following is the list of attorneys who are **not** on the list to receive e-mail notices for this case (who therefore require manual noticing). You may wish to use your mouse to select and copy this list into your word processing program in order to create notices or labels for these recipients.

**Danielle J. Szukala**  
Burke Warren Mackay & Serritella, P.C.  
330 North Wabash, 22nd Floor  
Chicago, IL 60611