

Defendant John Doe Corp or the Defendants John Does 1-10 to lockout and conduct property preservation services on the Premises. The Defendants' conduct was not authorized by any judicial process, any prior notice to Jackson, or under authority of any mortgage deed on the Premises. Nearly a month and a half later, on November 6, 2009 the Bank of New York both requested and received a Judicial Sale Deed. Yet before that in late September 2009, Jackson returned to the Premises to find that his home had been unlawfully entered by the Defendants, the door locks had been changed, and much of his personal property had been stolen by the Defendants.

2. The Plaintiff brings claims for 1) trespass; 2) conversion; 3) negligence; 4) invasion of privacy; 5) willful and wanton conduct; 6) violation of the Illinois Foreclosure Statute, and 7) promissory estoppel/detrimental reliance.

PARTIES

3. The Plaintiff ("Jackson") resides at 21001 North Tatum Blvd., Phoenix, Arizona. At all times material herein, Jackson was the lawful resident of 22980 Kristine Lane, Richton Park, IL.
4. The Defendant, the Bank of New York (hereinafter "BONY") is in the business of investment and investment management as well as other financial services. BONY held the Plaintiff's ex-wife's mortgage when BONY acquired JP Morgan Chase Bank, NA as Trustee for the C-Bass Mortgage Loan Asset-Backed Certificates Series 2005-RPI. BONY lists its principal place of business as One Wall Street, NY, NY 10286.
5. The Defendant, Litton Loan Servicing, LP, ("Litton Loan") is in the business of servicing residential mortgages throughout the country. Its principal place of business is 4828 Loop Central Drive, Houston, Texas. It is a limited partnership with, on information and belief,

Larry Litton, Sr as General Partner, Janice McClure, as Partner, Dee A. Lerma, as Partner, Elizabeth Folk, as Partner and Shane Ross as Partner, all citizens of the State of Texas.

6. The Defendant, Safeguard Properties, Inc. (hereinafter "Safeguard"), is in the business of recovering homes for banks and lenders as part of the foreclosure process, commonly referred to as an "asset management company." Safeguard lists its principal place of business as 7887 Safeguard Circle, Valley View, Ohio. Safeguard conducts business in Illinois.
7. The Defendant, John Doe Corp (hereinafter "John Doe"), is believed to an individual business providing local default and foreclosure related services to Safeguard. John Doe is believed to reside and transact business, and/or have his principal place of business, in the state of Illinois.
8. The Defendant, William Jackson, is believed to be a contractor retained by Safeguard to perform property preservation services on the Plaintiff's property. William Jackson's address is currently unknown.
9. The Defendant, Charmane Q. Powells, is an individual whose last known address is 600 W. 16th Street, Chicago Heights, Illinois.
10. The Defendant, Sandra Salinas is an individual whose last known address is 600 W. 16th Street, Chicago Heights, Illinois.
11. The Defendants, John Does 1-10 are as yet unidentified individuals or business entities who were retained by Litton Loan and/or Safeguard to perform property preservation services on the Plaintiff's property.

JURISDICTION AND VENUE

12. Under 28 USC § 1332 this Court has jurisdiction of this cause since there is a diversity of citizenship between the Plaintiff ("Jackson") who resides at 21001 North Tatum Blvd.,

Phoenix, Arizona and is a citizen of the State of Arizona and Defendant BONY lists its principal place of business as One Wall Street, NY, NY 10286, and is a citizen of the State of New York, Defendant, Litton Loan's principal place of business is 4828 Loop Central Drive, Houston, Texas, and is a citizen of the State of Texas, as well as are its general partner and its partners as set forth in paragraph 5 above. Defendant Safeguard, lists its principal place of business as 7887 Safeguard Circle, Valley View, Ohio and is a citizen of the State of Ohio, Defendant John Doe, is believed to reside and transact business, and/or have his principal place of business, in the state of Illinois, and is a citizen of the State of Illinois, Defendant William Jackson's address is currently unknown, but is not a citizen of the State of Arizona, Defendant Charmane Q. Powells' last known address is 600 W. 16th Street, Chicago Heights, Illinois, and is a citizen of the State of Illinois, Defendant Sandra Salinas' last known address is 600 W. 16th Street, Chicago Heights, Illinois and is a citizen of the State of Illinois. The amount in controversy exceeds \$75,000.

13. Venue is proper in this court since more of the acts complained of took place within this District than took place anywhere else.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

14. At all times material herein, the Plaintiff resided at 22980 Kristine Lane, Richton Park, Illinois. Prior to September 18, 2009, Jackson resided there with his now ex-wife, Karen Jackson. The Plaintiff was awarded this residence in his divorce.
15. The deed to the Premises was originally in his ex-wife's name, Karen Jackson. During their divorce proceedings, Karen Jackson and Greg Jackson agreed as part of a division of marital assets that Greg would continue to live in the property and that they would try to transfer the

mortgage obligation to Greg. Karen Jackson and the Plaintiff were trying to work with Litton Loan to modify the mortgage.

16. For that property, Karen had a mortgage with The Bank of New York, who was a successor to JP Morgan Chase Bank, NA., as a trustee for the C-Bass Mortgage Loan Asset-Backed Certificates Series 2005-RPI.
17. In 2008 BONY began foreclosure proceedings on Karen Jackson. The foreclosure judgment was awarded for BONY against Karen Jackson. BONY did not act on that judgment.
18. During the summer of 2009, the Plaintiff, Greg Jackson began traveling between Illinois and Arizona. Most of his personal possessions remained at the Premises.
19. On August 20, 2009 the home was sold out of foreclosure, the confirmation hearing was scheduled for October 28, 2009.
20. In the weeks and months preceding September 18, 2009, the Plaintiff had been in constant contact with Litton Loan trying to work diligently to obtain a modification of his ex-wife's mortgage so that he could remain in the Premises. During that time, the Plaintiff dealt with multiple customer service representatives who could never give him a "straight answer" about the pendency of the loan modification.
21. Given the number of communications that the Plaintiff had with Litton Loan there is little doubt that Litton Loan knew how to contact the Plaintiff and could have done so prior to forcibly changing the locks and entering the Premises.
22. Despite the sale out of foreclosure on August 20, 2009, the Plaintiff continued to work diligently with Litton Loan and he requested a continuance of the confirmation hearing. Litton Loan refused the request. After Litton Loan was unwilling to extend the confirmation

hearing, they gave Jackson until December 1, 2009 to vacate the premises. At no point was the Plaintiff told about the sale.

23. On September 18, 2009 Defendant, Safeguard, acting on behalf of Litton Loan as servicing agent for BONY, and Defendants John Doe Corp and/or the Defendants John Does 1-10 entered onto and into the Premises to unlawfully change the locks, perform a winterization on the home and removed many of Jackson's personal possessions. They did not provide any prior notice of the entry, nor did they obtain any judicial process to enter onto the Premises.
24. Nearly a month and a half later, on November 6, 2009 BONY both requested and received a Judicial Sale Deed, though it had been awarded one in December 2008.
25. In late September 2009, the Plaintiff returned to the Premises from Arizona to find that his home was wrongfully entered into and that his property was taken by the Defendants.
26. On his discovery, the Plaintiff was in extreme shock to not be able to get into his own home and then in even more shock when he later discovered that his personal belongings had been gone through.
27. Over the next several days, the Plaintiff was not allowed back into the Premises. As he tried to determine what had happened to his personal belongings and gain entry, the Plaintiff suffered extreme anxiety.
28. When the Plaintiff finally gained entry into the Premises, his shock and emotional anguish was further intensified as he discovered items of high sentimental value wrongfully removed from the Premises. These items included personal gifts given to him by his deceased mother and other items that could never be replaced. Also taken from him were pictures of the Plaintiff and his mother, a personal life journal, a private bible, his birth certificate, credit

cards, insurance information, and other information that could make him more susceptible to identity theft.

29. The emotional shock from the conduct of the Defendants was so severe that the Plaintiff contemplated suicide. The Plaintiff experienced feelings of having his entire life turned upside down with feelings of rage, anger and depression. The Defendants' conduct also caused the Plaintiff to lose sleep and a sense of trust because he remained in fear of his home being broken into in the middle of the night by the Defendants or their agents.

COUNT 1
Trespass
(As to All Defendants)

30. The Plaintiff re-alleges the previous paragraphs as if fully set forth in this Count.

31. The Defendants, their agents, contractors and/or employees entered onto the Plaintiff's Premises without permission or authorization during its foreclosure process and proceedings.

32. The actions of the Defendants and their agents, contractors and/or employees were done intentionally, willfully, wantonly, maliciously, recklessly and/or with gross disregard for the Plaintiff's rights.

33. At all times material herein, the Defendants, BONY, Litton Loan and Safeguard exercised control over the actions and conduct of John Doe Corp, William Jackson, Charmane Q. Powells, Sandra Salinas and/or the John Doe Defendants 1-10.

34. The Plaintiff was injured as a direct result of the actions of all Defendants, their agents, contractors and/or employees.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court.

COUNT 2
Conversion
(As to all Defendants)

35. The Plaintiff re-alleges the previous paragraphs as if fully set forth in this Count.
36. The Defendants, their agents, contractors and/or employees entered onto the Plaintiff's Premises without permission or authorization during its foreclosure process and proceedings.
37. At all times material herein, the Plaintiff had personal property within the Premises and that he had an absolute and unconditional right to the immediate possession of such personal property.
38. The Defendants, their agents, contractors, and/or employees wrongfully and without authorization from the Plaintiff seized the Plaintiff's property from the Premises and assumed dominion, ownership and control over his property. The Defendants also unlawfully locked the Plaintiff out of the Premises and prevented the Plaintiff from his right to possession of the home or the possessions therein. Despite the Plaintiff's demands, his property was not returned.
39. At all times material herein, the Defendants, BONY, Litton Loan and Safeguard exercised control over the actions and conduct of John Doe Corp, William Jackson, Charmane Q. Powells, Sandra Salinas and/or the John Doe Defendants 1-10.
40. The actions of the Defendants and their agents, contractors and/or employees were done intentionally, willfully, wantonly, maliciously, recklessly and/or with gross disregard for the Plaintiff's rights.
41. The Plaintiff was damaged as a direct result of the actions of the Defendants, their agents, contractors, and/or employees.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court

COUNT 3

Negligence

(As to Safeguard, John Doe Corp, John Does 1-10,
William Jackson, Charmane Q. Powells, and Sandra Salinas)

42. The Plaintiff re-alleges the preceding paragraphs as if fully set forth in this Count.
43. The Defendants Safeguard, John Doe Corp., John Does 1-10, William Jackson, Charmane Q. Powells and Sandra Salinas owed a duty to the Plaintiff to act as a reasonable and prudent property preservation company during any mortgage servicing activities, foreclosure process and proceedings, and property preservation activities. The duty owed to the Plaintiff included the obligation to obtain lawful authority to enter the premises, to give notice to the Plaintiff prior to entering the premises, to reasonably determine whether the Premises had been abandoned by the Plaintiff, and to conduct its property preservation activities in a reasonable and prudent manner and without wrongfully and unlawfully depriving Plaintiff with the right to his possessions.
44. The Defendants identified in this Count breached their duties to the Plaintiff by wrongfully entering onto the Premises without prior notice to the Plaintiff and without lawful judicial process, and by unlawfully dispossessing the Plaintiff of his personal property in violation of his rights. The Defendants also failed to remedy this breach after the gross misconduct was brought to its attention.
45. At all times material herein, the Defendant, Safeguard exercised control over the actions and conduct of John Doe Corp, William Jackson, Charmane Q. Powells, Sandra Salinas and/or the John Doe Defendants 1-10.

46. The actions of the Defendants named in this Count and their agents, contractors and/or employees were done intentionally, willfully, wantonly, maliciously, recklessly and/or with gross disregard for the Plaintiff's rights.

47. The conduct of the Defendants named in this Count directly caused the Plaintiff to be damaged.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants named in this Count in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court

COUNT 4
Invasion of Privacy
(As to All Defendants)

48. The Plaintiff re-alleges the preceding paragraphs as if fully set forth in this Count.

49. The Defendants, their agents, contractors, and/or employees, seized the Plaintiff's property and possessions without permission or authorization during its foreclosure process and proceedings. The Defendants, their agents, contractors and/or employees deprived the Plaintiff access to his own home by locking him out and rekeying the doors. The Defendants, their agents, contractors, and/or employees had no right or authority to break into the Plaintiff's Premises, seize his property, and remove or dispose of his personal property and possessions.

50. The actions of the Defendants and their agents, contractors and/or employees were done intentionally, willfully, wantonly, maliciously, recklessly and/or with gross disregard for the Plaintiff's rights.

51. At all times material herein, the Defendants, BONY, Litton Loan and Safeguard exercised control over the actions and conduct of John Doe Corp, William Jackson, Charmane Q. Powells, Sandra Salinas and/or the John Doe Defendants 1-10.

52. The acts of the Defendants, their agents, contractors, and/or employees were such that a reasonable person would find them to be a substantial and serious interference in the Plaintiff's privacy.

53. At all times material herein, the Plaintiff was the lawful occupant of the Premises. The Plaintiff had a right to privacy in the Premises. The Plaintiff had the right to be free from unlawful intrusion onto the Premises and into his home and a right to be free from the unauthorized seizure and destruction of his property. Although the Plaintiff was not present in the Premises at the time of the Defendants' conduct, the Plaintiff had personal possessions and private papers containing personal information in the home.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court.

COUNT 5

Willful and Wanton Conduct

(As to Safeguard, John Doe Corp., John Does 1-10,
William Jackson, Charmane Q. Powells, and Sandra Salinas)

54. The Plaintiff re-alleges the previous paragraphs as if fully set forth in this Count.

55. The Defendants, Safeguard, John Doe Corp., John Does 1-10, William Jackson, Charmane Q. Powells, and Sandra Salinas and/or their agents, contractors and/or employees entered onto the Plaintiff's Premises without permission or authorization during BONY and Litton's foreclosure process and proceedings.

56. The Defendants named in this Count all owed a duty to the Plaintiff to act as a reasonable and prudent property preservation company during any mortgage servicing activities, foreclosure process and proceedings, and property preservation activities. The duty owed to the Plaintiff included the obligation to obtain lawful authority to enter the premises, to give notice to the Plaintiff prior to entering the premises, to reasonably determine whether the Premises had been abandoned by the Plaintiff, and to conduct its property preservation activities in a reasonable and prudent manner and without wrongfully and unlawfully depriving Plaintiff with the right to his possessions.
57. At all times material herein, the Plaintiff had personal property within the Premises over which he had an absolute and unconditional right to the immediate possession of such personal property.
58. The Defendants named in this Count, their agents, contractors, and/or employees wrongfully and without authorization from the Plaintiff seized the Plaintiff's property from the Premises and assumed dominion, ownership and control over his property. Said Defendants also unlawfully locked the Plaintiff out of the Premises and prevented the Plaintiff from his right to possession of the home or the possessions therein. Despite the Plaintiffs' demands, his property was not returned.
59. At all times material herein, the Defendant, Safeguard exercised control over the actions and conduct of John Doe Corp, William Jackson, Charmane Q. Powells, Sandra Salinas and/or the John Doe Defendants 1-10.
60. The actions of the Defendants named in this Count and their agents, contractors and/or employees were done intentionally, willfully, wantonly, maliciously, recklessly and/or with gross disregard for the Plaintiff's rights.

61. The Plaintiff was damaged as a direct result of the actions of the Defendants named in this Count, their agents, contractors, and/or employees.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants named in this Count in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court

COUNT 6

Violation of the Illinois Foreclosure Statute, 735 ILCS 5/15
(As to BONY and Litton Loan)

62. The Plaintiff re-alleges the preceding paragraphs as if fully set forth in this Count.

63. At all times material herein, the Plaintiff held sole equitable possession of the Premises. The Plaintiff was a lawful occupant on the Premises.

64. The Illinois Foreclosure Statute states in relevant part: “Any party may join as a party any other person, although such person is not a necessary party, including, without limitation, the following:

(1) All persons having a possessory interest in the mortgaged real estate;... (8) Any assignee of leases or rents relating to the mortgaged real estate;... and (10) Any other mortgagee or claimant.

a) The Defendants acts of ordering the seizure of the Plaintiff’s Premises, changing the locks, winterizing the property, and trashing-out his possessions constitutes being “ejected” or “put out” of his property by “forcible” or “unlawful” means.

65. Although the Plaintiff was a lawful occupant of the Premises, the Defendants named in this Count did not name the Plaintiff as a party to any foreclosure action that they had brought.

66. The Defendants named in this Count did not file any supplemental petition for possession against the Plaintiff during any of the foreclosure proceedings or up to 90 days after any date confirming such sale.
67. The Defendants named in this Count did not serve notice on the Plaintiff of any petition, nor notice of any hearing on a petition for termination of his possessory interest in the Premises.
68. The Defendants named in this Count failed to ascertain the identity of Jackson as an occupant of the Premises and failed to inform him that the Premises were subject to foreclosure and that control had changed. The Defendants named in this Count failed to provide the Plaintiff with the name, address and phone number of an individual or entity whom he may have contacted with concerns about the Premises.
69. The Defendants named in this Count had no legal justification for seizing the Plaintiff's personal property and failed to comply with any of the Illinois statutes governing foreclosure actions including 735 ILCS 5/15-1701, et seq., and 735 ILCS 5/15-1508.5, et seq. Said Defendants also failed to conduct any due diligence before seizing the Plaintiff's property, such due diligence could include, but is not limited to, exercising determining whether a home to be foreclosed on is actually abandoned. The Defendants named in this Count failed to act in good faith when conducting its foreclosure action on the Premises.
70. The Plaintiff was injured as a direct and proximate result of the acts and omissions of the Defendants named in this Count.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants named in this Count in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court.

COUNT 7

Promissory Estoppel
(As to BONY and Litton Loan)

71. The Plaintiff re-alleges the preceding paragraphs as if fully set forth in this Count.
72. As previously alleged, Litton Loan acting as servicing agent for BONY, made a representation to the Plaintiff that it was unwilling to extend any confirmation hearing on the foreclosure of the Premises but that it would allow the Plaintiff until December 1, 2009 to vacate the Premises. The terms of Litton Loan's representation were clear and unambiguous to the Plaintiff.
73. At all times material herein, the Plaintiff relied on the representations made to him by Litton Loan acting as servicing agent for BONY that he would have until December 1, 2009 to vacate the Premises. In his reliance, the Plaintiff remained an occupant of the Premises and kept his personal belongings in the home.
74. The Plaintiff's reliance on Litton Loan's representation that he had until December 1, 2009 to vacate the Premises was expected and foreseeable to the Defendants named in this Count.
75. The Plaintiff's reliance on Litton Loan's representation was to his detriment because he remained an occupant and in full possession of the Premises, he continued living in the Premises, and he kept all of his personal belongings in the Premises.
76. As previously alleged, the Defendants did wrongfully break in to the Premises without warning or notice to the Plaintiff, changed the locks to the Premises, denied access to the Premises, and removed personal belongings and private papers from the Premises in September 2009, at least 2 1/2 months before the December 1, 2009 deadline that Litton Loan had given to the Plaintiff.

77. As a direct and proximate result of the conduct of the Defendants named in this Count, the Plaintiff has been damaged.

WHEREFORE the Plaintiff requests that he be awarded damages against all Defendants named in this Count in an amount to be proven at trial along with punitive damages, attorneys fees, costs, expenses and any other just relief to be determined by the Court.

THE PLAINTIFF REQUESTS A TRIAL BY JURY ON ALL COUNTS

Respectfully submitted on behalf of the Plaintiff

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