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FILED
Superior Court Of California,
Sacramento
Dennis Jones, Executive
Officer
01/10/2008
mrubalcaba
By _____, Deputy
Case Number:
34-2008-00000717-CU-RC-GDS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

JENIFFER WERTZ,

 Plaintiff,

 vs.

WASHINGTON MUTUAL BANK; FIRST
AMERICAN CORPORATION; FIRST
AMERICAN EAPPRAISEIT; LENDERS
SERVICES, INC. DBA LSI; FIDELITY
NATIONAL INFORMATION SERVICES,
INC.; SUSAN RICHTER, AN
INDIVIDUAL; DOES 1-100 INCLUSIVE

 Defendants

) CASE NO.
)
) COMPLAINT FOR DAMAGES AND
) DEMAND FOR JURY TRIAL BASED
) UPON:
)
) 1. BREACH OF WRITTEN CONTRACT
) 2. BREACH OF ORAL CONTRACT
) 3. BREACH OF IMPLIED COVENANT OF
) GOOD FAITH AND FAIR DEALING
) 4. INTENTIONAL INTERFERENCE WITH
) PROSPECTIVE ECONOMIC GAIN
) 5. TORTIOUS INTERFERENCE WITH
) CONTRACT
) 6. FRAUD
) 7. SLANDER
) 8. VIOLATION OF UNFAIR BUSINESS
) PRACTICE
) 9. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS
) 10. NEGLIGENT INFLICTION OF
) EMOTIONAL DISTRESS
) 11. CIVIL CONSPIRACY
) 12. DECLARATORY RELIEF

BY FAX

1 Plaintiff, JENIFFER WERTZ, upon information and belief alleges the following:

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GENERAL ALLEGATIONS
(AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 100)

1. Plaintiff, JENIFFER WERTZ (hereinafter "Plaintiff") is a resident of the State of California, County of Sacramento.

2. At all times herein mentioned, Defendant, WASHINGTON MUTUAL BANK (hereinafter "WAMU") is a duly organized corporation licensed to do business in California and doing business in Sacramento County, State of California.

3. At all times herein mentioned, Defendants, LENDERS SERVICES, INC.. dba LSI, and FIDELITY NATIONAL INFORMATION SERVICES, INC. (hereinafter "LSI") are corporations with a principal place of business in California. LSI is an appraisal management company that conducts business and appraises real estate in the County of Sacramento and the State of California

4. At all times herein mentioned, Defendant, FIRST AMERICAN CORPORATION (hereinafter "FIRST AMERICAN") is an appraisal management company with his principal place of business in California. Said defendant operates in five primary business sectors: Title Insurance and Services, Specialty Insurance, Mortgage Information (including real estate appraisal services), Property Information, and Risk Mitigation and Business Services.

5. FIRST AMERICAN provides real estate appraisal services to savings and loans, banks, and other lending professionals through its wholly owned subsidiary, FIRST AMERICAN eAppraiseIT (hereinafter "eAppraiseIT), an appraisal management with a principal place of business in California.

6. Plaintiff provided real estate appraisal services to WAMU directly; and contracted with LSI, FIRST AMERICAN, and eAppraiseIT to provide real estate appraisers to WAMU and other clients of LSI, FIRST AMERICAN and eAppraiseIT.

7. The California Superior Court has jurisdiction over this matter. Plaintiff is a resident of California and California has an interest in protecting its citizens. Additionally, WAMU, LSI,

1 FIRST AMERICAN, and eAppraiseIT have sufficient minimum contacts with California such that
2 jurisdiction does not offend traditional notions of fair play and substantial justice. WAMU, LSI,
3 FIRST AMERICAN, and eAppraiseIT's commercial activities have a substantial, continuous, and
4 systematic effect on the State of California. WAMU, LSI, FIRST AMERICAN, and eAppraiseIT
5 by soliciting employment and operating in California, have purposefully directed its activities at
6 California residents and purposefully availed themselves of the privileges of conducting activities
7 within the forum state, invoking the protection and benefits of local laws.

8 8. Defendant SUSAN RICHTER (hereinafter "RICHTER") at all times mentioned and
9 relevant to this action was a Sales Manager employed by WAMU. Plaintiff believes that RICHTER
10 is and at all times relevant to this action a resident of the State of California, County of Placer.
11 Additionally, Plaintiff is informed and believes that RICHTER as a private property owner, acted
12 and interfered as herein alleged with plaintiff's contractual relations in order to promote and
13 enhance RICHTER's private profits. As such, RICHTER acted partly within and partly without her
14 course and scope of employment with WAMU.

15 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
16 associate, of those defendants fictitiously sued as DOES 1 through 100 inclusive and so the Plaintiff
17 sues them by these fictitious names.

18 10. Plaintiff is informed and believes that each of the DOE defendants reside in the State
19 of California and are in some manner responsible for the conduct alleged herein. Upon discovering
20 the true names and capacities of these fictitiously named Defendants, the Plaintiff will amend this
21 complaint to show the true names and capacities of these fictitiously named defendants. 10. Plaintiff
22 is informed and believes and thereon alleges that each defendant aided and abetted, and conspired
23 with, every other defendant to violate various State and Federal laws as alleged in this complaint,
24 resulting in a civil conspiracy to engage in the conduct alleged in causes of action 1-9 of this
25 complaint.

26 11. Plaintiff is licensed as a Real Estate Appraiser by The State of California Office of Real
27 Estate Appraisers. Beginning in 2001 Plaintiff began providing real estate appraisals to WAMU.
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1 Plaintiff was receiving approximately two to three appraisal orders each day and earned in excess
2 of \$100,000 a year from WAMU.

3 12. In or about July 2006, WAMU began to outsource the management of their appraisal
4 services to national appraisal management companies. WAMU began outsourcing their appraisal
5 work through LSI and eAppraiseIT.

6 13. On or about July 15, 2006, LSI, through DAMON W. ZEIGLER, Vice Present, Supplier
7 Management, (hereinafter "ZEIGLER") sent out a letter to California Appraisers, including
8 Plaintiff inviting Plaintiff to do appraisal work through LSI for WAMU. Plaintiff accepted the offer
9 of to provide appraisals for WAMU and others, through LSI.

10 14. At some time in July 2006, eAppraiseIT invited California Appraisers, including
11 Plaintiff to do appraisal work through their company for WAMU and other companies. Plaintiff
12 accepted the offer to provide appraisals through eAppraiseIT.

13 15. Plaintiff was considered a preferred real estate vendor which means that Plaintiff's
14 worked had previously been used and WAMU was familiar with and considered Plaintiff's work
15 to be proven.

16 16. Plaintiff continued to do real estate appraisals for WAMU through LSI until on or about
17 August 2007 when LSI and WAMU terminated Plaintiff's contract. Plaintiff did appraisal reports
18 for WAMU directly or for WAMU through LSI for a period of six years. Throughout the six-year
19 period, Plaintiff's appraisal reports have always met or exceeded industry standards, as well as
20 WAMU standards.

21 17. On or about May 21, 2007, RICHTER informed Plaintiff that a loan for which Plaintiff
22 had prepared an appraisal report had been declined because Plaintiff had indicated in her report
23 "declining" market conditions. RICHTER insisted that Plaintiff change her appraisal report to
24 indicate "stable" market conditions so that the loan could be approved. RICHTER, however did
25 not provide any evidence to contradict Plaintiff's opinion and the facts supporting the decline of
26 market conditions. RICHTER then told Plaintiff that if she did not change the appraisal report, that,
27 she RICHTER would have Plaintiff blocked or prevented from doing any WAMU appraisal work.

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1 18. Shortly after the conversation with RICHTER, Plaintiff contacted LSI and reported that
2 RICHTER had insisted that Plaintiff change an appraisal report to reflect stable market conditions
3 when in fact stable market conditions did not exist. Plaintiff told an LSI representative that
4 RICHTER had also told Plaintiff that if she did not change her appraisal report, then Plaintiff would
5 be prevented from doing any WAMU appraisal work. Plaintiff also informed the LSI
6 representative that she believed that direct contact from RICHTER violated several laws,
7 regulations and policies related to an appraiser's independence from influence by anyone, including
8 the entity writing the loan, in this instance WAMU.

9 19. On or about June 18, 2007, LSI informed Plaintiff that Plaintiff had been blocked by
10 WAMU, that WAMU would not give Plaintiff any more appraiser work because of two of
11 Plaintiff's appraisal reports. These reports were prepared in compliance with the Uniform
12 Standards of Professional Appraisal Practice (hereinafter "USPAP"), and state and federal laws and
13 regulations; and are to be independent of influence by any third parties, including LSI and WAMU.
14 California Administrative Code, Title 10, section 3701 states in relevant part that "Every holder of
15 a license under this part shall conform to and observe the Uniform Standards of Professional
16 Appraisal Practice (USPAP)..." The California Real Estate Bulletin dated Fall October 2006
17 relying on California Administrative Code Title 10, section 3701 states that "All licensed appraisers
18 are required to conform to the requirements of the [USPAP]. The Conduct section of the Ethics
19 Rule in USPAP states 'An appraiser must not accept an assignment that includes the reporting of
20 predetermined opinions and conclusions.' In addition, each appraisal report must contain a
21 certification signed by the appraiser, stating that his or her compensation for completing the
22 assignment is not contingent upon the development or reporting of a predetermined value or
23 direction in value that favors the cause of the client." According to WAMU, two loans were denied
24 because the appraisal reports prepared by Plaintiff for the loans contained accurate and true
25 information of a market decline, as opposed to including false and deceptive information in the
26 appraisal reports, specifically that the market was stable. Because of Plaintiff's reports, WAMU
27 demanded that LSI and eAppraiseIT not use Plaintiff to do any more appraisals. WAMU prevented
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1 Plaintiff from earning a living as an appraiser because she would not commit fraud and violate
2 federal and state laws including the law to remain independent in preparing her appraisals.

3 20. Plaintiff refers to and incorporates by reference the Complaint filed by the People of
4 the State of New York against First American Corporation and First American eAppraisal,
5 (Complaint Number 07-10397, United States District Court, Southern District of New York) that
6 sets forth the following:

- 7 i. that federal and state laws require appraisal independence; and that the Uniform
8 Standards of Professional Appraisal Practice (“USPAP”), requires appraisers to
9 conduct their appraisals independently – “An appraiser must perform assignments
10 with impartiality, objectivity, and independence, and without accommodation of
11 personal interests. In appraisal practice, an appraiser must not perform as an
12 advocate for any party or issue.”
- 13 ii. 12 Code of Federal Regulations Section 34.45 states in part that “the appraiser
14 shall be engaged directly by the regulated institutions or its agent, and have no
15 direct or indirect interest, financial or otherwise, in the property transactions.”
- 16 iii. The Federal Office of Thrift Supervision provides for appraisal independence
17 as set forth in Title 12, Code of Federal Regulations, section 564.5.
- 18 iv. The USPAP requires that a State certified or State licensed appraiser may not
19 accept a fee for an appraisal assignment that is contingent upon the appraiser
20 reporting a predetermined estimate, analysis, or opinion or is contingent upon the
21 opinion, conclusion or valuation reached, or upon the consequences resulting from
22 the appraisal assignment.
- 23 v. The lawsuit filed by the State of New York alleges that the defendants violated
24 federal and state independence requirements with regards to appraisals performed
25 for WAMU, and in doing so deceived borrowers and investors. In the New York
26 lawsuit WAMU is alleged to have retained eAppraisalIT in 2006 and entered into a
27 contractual agreement which allowed WAMU to challenge an appraiser’s
28 conclusion by requesting a “reconsideration of value” (“ROV”) when WAMU

1 disagreed with an appraised value. This is in direct conflict of the State and Federal
2 laws and regulations.

3 vi. The lawsuit also alleges that WAMU had “received complaints from the WAMU
4 production team – particularly in Northern California” about eAppraiseIT’s
5 failure to include in its appraisal reports the market values that WAMU desired, but
6 were not supported by evidence, assigned all of its Northern California appraisal
7 work to LSI. (Emphasis added)

8 vii. According to the lawsuit, “In February 2007, eAppraiseIT simply capitulated
9 to WAMU’s demands. In an email on February 22, 2007, eAppraiseIT’s President
10 told senior executives at First American ‘we have agreed to roll over and just do
11 it.’ He explained that ‘we were willing to live with the change if they would back
12 us up with the appraisers and tell them that simply because they are rated as Gold
13 Preferred does not mean that they can grab all the fees. They agreed.’ In other
14 words, for the right price in fees, eAppraiseIT was willing to go along with the
15 Proven Panel. (Emphasis added)

16 viii. Also according to the lawsuit, “eAppraiseIT agreed to the Proven Panel with
17 full knowledge that WaMu’s loan production staff was selecting appraisers that
18 would ‘hit value’ and provide higher appraisals. In an email dated March 1, 2007,
19 eAppraiseIT’s President told WaMu executives: ‘Recently we have been notified
20 that Lending would like us to use more of their ‘Proven Appraisers’ versus
21 appraisers off our pre-selected appraiser panel. It seems the amount of
22 Reconsideration of Value (ROV) requests associated with our appraisers far exceeds
23 those initiated when a WaMu proven appraiser completes a file. Said differently,
24 Wamu proven appraisers bring the value in a greater majority of the time with
25 minimal involvement of the vendor, sales and Appraisal Oversight. I am fine with
26 that, of course, and will happily assign Wamu orders to Wamu proven appraisers
27 instead of eAppraiseIT’s approved panel appraiser whenever possible.” The
28 complaint goes further to say “[w]ith this email, eAppraiseIT’s president ‘happily’

1 agreed to compromise the company's independence and violate the laws governing
2 appraiser independence."

3 ix. Defendants buckled under WAMU's pressure and comprised the independence
4 and integrity of the appraisers; and consequently according to lawsuit, Defendants
5 have engaged in fraudulent or illegal business practice and deceptive acts or
6 practices

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8 21. Plaintiff is requesting that pursuant to California Evidence Code section 452 (d) that this
9 court take judicial notice of the New York Attorney General's Complaint. (Complaint Number 07-
10 10397, United States District Court, Southern District of New York). Section 452 (d) states in
11 relevant part that the "Judicial notice may be taken of records of (1) any court of this state or (2)
12 any court of record of the United States or of any state of the United States.

13 22. Plaintiff alleges that WAMU complained that the appraised values were too low to
14 permit loans to close. If WAMU could not get the appraisal values it wanted, it threatened to
15 terminate the services of the appraisal management company. Because WAMU could not get the
16 appraised values it wanted from Plaintiff, WAMU prevented Plaintiff from doing any real estate
17 appraisal work for WAMU, resulting in a loss of annual income to Plaintiff in excess of \$100,000.

18 23. On or about June 18, 2007, LSI informed Plaintiff that WAMU was not satisfied with
19 two appraisal reports that Plaintiff had prepared and wanted Plaintiff to revise her appraisal reports
20 to indicate inflated market conditions. When Plaintiff failed to do so, her services as an appraiser
21 to WAMU and with LSI was terminated.

22 24. After June 18, 2007, Plaintiff attempted to get reinstated as a preferred appraiser with
23 WAMU. Specifically, Plaintiff contacted WAMU to inquire about allocation of appraisal
24 assignments since Plaintiff was no longer receiving any appraisal work from WAMU.

25 25. On or about July 6, 2007, Plaintiff received a letter from JILL PETERSEN, First Vice
26 President, Manager Operations, Appraisal Oversight for WAMU, (hereinafter "PETERSEN")
27 informing Plaintiff that WAMU would not compromise an appraiser's integrity by asking an
28 appraiser to falsify data and that an appraiser would not be denied work by WAMU for maintaining

1 integrity and ensuring accurate appraisal methodology and reporting. However, this is exactly what
2 happened to Plaintiff and were the very reasons Plaintiff was terminated from doing work with
3 WAMU and LSI.

4 26. Plaintiff has not received any appraiser work from WAMU since May 2007. Plaintiff
5 has not received any appraiser work from LSI since June 2007; and has not received any appraiser
6 work from FIRST AMERICAN and eAppraiseIT since June 2007. All of Plaintiff's work stopped
7 because Plaintiff refused to compromise her integrity, independence, and refused to violate the laws
8 and include false and deceptive facts about existing market conditions.

9 27. Each of the acts complained of herein was performed, ratified, and authorized by
10 officers, directors, or managing agents of each named defendant and were done with malice,
11 oppression, and fraud thereby entitling plaintiff to punitive and exemplary damages.

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13 **FIRST CAUSE OF ACTION**
14 **BREACH OF WRITTEN CONTRACT**
15 **(AGAINST DEFENDANTS LSI, FIRST AMERICAN, eAppraiseIT, AND DOE**
16 **DEFENDANTS 1-100)**
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18 28. Plaintiff re-alleges the information set forth in Paragraphs 1-27 above and incorporates
19 those paragraphs as though fully stated in this cause of action.

20 29. On or about August 2006, on information and belief, Plaintiff entered into a contract
21 with Defendant eAppraiseIT to provide real estate appraisers to clients of eAppraiseIT under a Fee
22 Appraiser Agreement.

23 30. Under the contract with eAppraiseIT, Plaintiff was to provide and did in fact provide
24 real estate appraisals for WAMU through eAppraiseIT. Plaintiff is informed and believes that
25 Defendant has the original contract in its possession and control and will amend this complaint to
26 attached same upon receipt of said contract.

27 31. The terms of the contract provided that all participants in the lending industry, including
28 appraisers, appraisal management companies, lenders, and mortgage brokers have the ethical

1 obligations to fully support the intent and spirit of USPAP; and that the purpose and intent of the
2 USPAP must be adhered to. The terms of the contract also provided that appraisers would not be
3 subjected to any undue influence or coercion toward a market value that favors a client's [in this
4 case WAMU] objective.

5 32. Defendants breached the contract on or about June 2007 by terminating the agreement
6 and not assigning Plaintiff any appraisal work with WAMU or any other client of FIRST
7 AMERICAN or eAppraiseIT. The termination occurred because WAMU, in violation of the
8 contract terms, of the USPAP, and State and Federal laws, wanted Plaintiff to change her appraisal
9 reports to favor WAMU and when Plaintiff refused to do so and chose to honor her legal and
10 ethical responsibilities, eAppraiseIt terminated Plaintiff's contract to provide real estate appraisal
11 services

12 33. Plaintiff is entitled to damages for Defendant's breach of contract pursuant to California
13 Civil Code Section 3300 and all other applicable codes, rules, statues, and regulations, in an amount
14 which will compensate Plaintiff for all of the detriment proximately caused thereby, or which the
15 ordinary course of things, would be likely to result therefrom.

16 34. On or about August 2006, Plaintiff entered into an Independent Contractor Agreement
17 contract with Defendant LSI, (Attached hereto and incorporated in this Complaint for Damages as
18 Exhibit 1 is the contract between Plaintiff and LSI)

19 35. The contract provides that all participants in the lending industry, including appraisers,
20 appraisal management companies, lenders, and mortgage brokers have the ethical obligations to
21 fully support the intent and spirit of USPAP; and that the purpose and intent of the USPAP must
22 be adhered to. The terms of the contract also provide that appraisers would not be, subjected to any
23 undue influence or coercion toward a market value that favors a client's [in this case WAMU]
24 objective.

25 36. The terms of the contract also provided that each and every appraisal assigned to
26 Plaintiff be done in accordance to applicable law, regulation or standard (including but not limited
27 to USPAP.

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1 37. Defendants breached the contract on or about June 2007, by terminating Plaintiff's
2 services with Defendant and not assigning Plaintiff any appraisal work with WAMU or any other
3 client of LSI. The termination occurred because WAMU, in violation of LSI's contract terms, of
4 the USPAP, and of State and Federal laws wanted Plaintiff to change her appraisal reports to favor
5 WAMU and when Plaintiff refused to do so and chose to honor her legal and ethical
6 responsibilities, LSI terminated Plaintiff's services.

7 38. Plaintiff is entitled to damages for Defendant's breach of contract pursuant to California
8 Civil Code Section 3300 and all other applicable codes, rules, statutes, and regulations, in an amount
9 which will compensate Plaintiff for all of the detriment proximately caused thereby, or which the
10 ordinary course of things, would be likely to result therefrom.

11
12 **SECOND CAUSE OF ACTION**

13 **BREACH OF ORAL CONTRACT**

14 **(AS TO DEFENDANTS, FIRST AMERICAN, eAppraiseIT, LSI AND DOES 1-100)**

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16 39. Plaintiff re-alleges the information set forth in Paragraphs 1-38 above and incorporates
17 those paragraphs as though fully stated in this cause of action.

18 40. On or about August 2006, Plaintiff entered into an oral contract with Defendants FIRST
19 AMERICAN and eAppraiseIT to provide real estate appraisers to Defendants' clients.

20 41. Under the contract with FIRST AMERICAN and eAppraiseIT, Plaintiff provided real
21 estate appraisals through Defendants and was compensated for her work.

22 42. The real estate appraisal reports prepared by Plaintiff for Defendants FIRST
23 AMERICAN and eAppraiseIT complied with the USPAP, state and federal law. Defendants
24 accepted these appraisals reports.

25 43. On or about June 2007, defendants FIRST AMERICAN and eAppraiseIT breached its
26 oral contract with Plaintiff when they failed to give Plaintiff any appraisal work.

27 44. On or about August 2006, Plaintiff entered into an oral contract with Defendants with
28 LSI.

1 45. Under the contract with LSI, Plaintiff provided real estate appraisals through Defendants
2 and was compensated for her work.

3 46. The real estate appraisal reports prepared by Plaintiff for Defendants LSI complied with
4 the USPAP, state and federal law. Defendants accepted these appraisals reports.

5 47. On or about June 2007, defendant LSI breached its oral contract with Plaintiff when they
6 failed to give Plaintiff any appraisal work.

7 48. Defendants FIRST AMERICAN, eAppraiseIT and LSI and Does 1 through 100 refused
8 to give Plaintiff real estate appraisal work because Plaintiff refused to violate the USPAP, state and
9 federal law. Plaintiff would not be influenced by third parties and would not change her appraisal
10 reports to indicate "stable market conditions" when such conditions did not exist.

11 49. Plaintiff reasonably relied on the fact that if she prepared real estate appraisal reports
12 in compliance with the USPAP, state and federal law, then she would continue to receive work
13 from Defendants. However, Defendants breached the contract when they ceased giving Plaintiff
14 any real estate appraisal work.

15 50. Plaintiff is entitled to damages for Defendant's breach of contract pursuant to California
16 Civil Code Section 3300 and all other applicable codes, rules, statues, and regulations, in an amount
17 which will compensate Plaintiff for all of the detriment proximately caused thereby, or which the
18 ordinary course of things, would be likely to result therefrom.

19

20

THIRD CAUSE OF ACTION

21

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

22

(AGAINST WAMU, FIRST AMERICAN, eAppraiseIT, LSI AND DOE DEFENDANTS

23

1-100)

24

25 51. Plaintiff re-alleges and incorporates Paragraphs 1-50 above as though fully set forth
26 herein.

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28 52. California law recognizes an implied covenant of good faith and fair dealing in every
contract. The parties hereto have an express contractual relationship and based thereon Plaintiff

1 pleads this breach of covenant. The covenant is to the effect that neither party to the contract will
2 breach the terms of the contract, act in bad faith or engage in any conduct intended to make the
3 performance of the contract difficult or impossible.

4 53. Defendants FIRST AMERICAN and eAppraiseIT further breached the covenant of
5 good faith and fair dealing on or about June 2007 by terminating Plaintiff's services and not giving
6 her appraisal work to do for WAMU or other entities or businesses that contracted for appraisal
7 services with FIRST AMERICAN and eAppraiseIT.

8 54. Defendant LSI further breached the covenant of good faith and fair dealing on or about
9 June 2007 by terminating Plaintiff's services and not giving her appraisal work to do for WAMU
10 or other entities or businesses that contracted for appraisal services with LSI.

11 55. The above breaches have deprived the Plaintiff; and continue to deprive the Plaintiff of
12 the benefit of her written contractual agreement with Defendants and constitute a breach of the
13 covenant of good faith and fair dealing.

14 56. As a result of Defendants' breaches of the covenant of food faith and fair dealing,
15 Plaintiff has been damaged in an amount according to proof.

16
17 **FOURTH CAUSE OF ACTION**
18 **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC GAIN**
19 **(AGAINST ALL DEFENDANTS)**
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21 57. Plaintiff re-alleges the information set forth in paragraphs 1-56 above, and incorporates
22 those paragraphs as though fully stated in this cause of action.

23 58. Plaintiff had an economic relationship with FIRST AMERICAN, eAppraiseIT, and LSI.
24 Those relationships earned Plaintiff in excess of \$100,000 a year. Plaintiff, as a preferred vendor
25 with a good reputation in the appraisal community, had the probability of future economic benefits,
26 including future substantial earnings.

27 59. Defendants WAMU, RICHTER, and DOES 1 through 100; and each of them
28 intentionally did acts designed to disrupt Plaintiff's relationship with FIRST AMERICAN,

1 eAppraiseIT, and LSI, including the deliberate and independently illegal acts of communicating
2 and publishing false facts about Plaintiff's work product, attempting to coerce Plaintiff into
3 committing illegal acts by ordering Plaintiff to include fraudulent information in her appraisal
4 reports, and inducing AMERICAN, eAppraiseIT, and LSI to breach their respective contracts with
5 Plaintiff. Plaintiff fully incorporates paragraph 60 of this complaint herein. When Plaintiff failed
6 to do what WAMU, RICHTER and other unnamed defendants wanted her to do. Plaintiff services
7 with FIRST AMERICAN, eAppraiseIT, and LSI were terminated and Plaintiff lost her rights to
8 prospective economic gain.

9 60. Defendants WAMU, RICHTER, and DOES 1 through 100 conduct was willful, wanton,
10 malicious, and with reckless disregard for the rights of Plaintiff so as to justify an award of
11 exemplary and punitive damages. Plaintiff further alleges that RICHTER, acting for her own
12 personal benefit and outside the scope of her employment, interfered with plaintiff's expectation
13 of future economic benefit with WAMU.

14 61. As a proximate result of WAMU, RICHTER, and other unnamed defendants' actions,
15 Plaintiff has been deprived of a future economic benefit; Plaintiff has had her relationship with
16 FIRST AMERICAN, eAppraiseIT, and LSI terminated. Plaintiff has suffered loss of income,
17 deferred income and other employment-related benefits in an amount unknown at this time, but
18 according to proof at the time of trial.

19 62. As a further proximate result of Defendants' actions, Plaintiff has suffered and continues
20 to damages, including present and future economic damages in an amount unknown at this time,
21 but according to proof at the time of trial.

22 63. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had
23 to employ the services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount
24 unknown at this time but according to proof at the time of trial.

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1 **FIFTH CAUSE OF ACTION**
2 **TORTIOUS INTERFERENCE WITH CONTRACT**
3 **(AGAINST DEFENDANTS WAMU, RICHTER AND DOES 1-100)**
4

5 64. Plaintiff re-alleges the information set forth in paragraphs 1-63 above, and incorporates
6 those paragraphs as though fully stated in this cause of action.

7 65. Plaintiff had an economic relationship with Defendants; including a contract with FIRST
8 AMERICAN, eAppraiseIT, and LSI to provide real estate appraisals to WAMU and other entities.
9 Those contracts and economic relationships earned Plaintiff in excess of \$100,000 a year.

10 66. Plaintiff, as a preferred vendor with a good reputation in the appraisal community, had
11 the probability of future economic benefits, including future substantial earnings.

12 67. WAMU, RICHTER, and unnamed defendants tortuously interfered with Plaintiff's
13 contract, contract rights, and contract benefits with LSI, FIRST AMERICAN, and eAppraiseIT by
14 demanding that Plaintiff be removed from the list of appraisers to provide appraisal services to
15 WAMU. Consequently, LSI, FIRST AMERICAN, and eAppraiseIT acquiesced to WAMU's
16 pressure and terminated Plaintiff's services.

17 68. Plaintiff had a contract with Defendants LSI, FIRST AMERICAN, and eAppraiseIT,
18 and each of them; and Plaintiff had a beneficial business relationship with Defendants LSI, FIRST
19 AMERICAN, and eAppraiseIT, and each of them.

20 69. WAMU, RICHTER, and unnamed defendants knew of the existence of the contract
21 between Plaintiff and FIRST AMERICAN and eAppraiseIT. WAMU, RICHTER and unnamed
22 defendants knew that a contract existed between Plaintiff and LSI.

23 70. WAMU, RICHTER, and unnamed defendants were aware that Plaintiff had a beneficial
24 business relationship with FIRST AMERICAN, eAppraiseIT, and LSI and each of them.

25 71. WAMU, RICHTER, and unnamed defendants did not have any authority to induce the
26 FIRST AMERICAN, eAppraiseIT, and LSI to breach the contract and/or beneficial relationship
27 with Plaintiff.
28

1 72. WAMU, RICHTER, and other unnamed defendants, and each of them by their actions
2 and omissions as set forth in this Complaint, and as set forth in the allegations in the New York
3 State complaint, induced FIRST AMERICAN, eAppraiseIT, LSI and other unnamed defendants
4 to breach the contract or the business relationship with Plaintiff.

5 a. On page 17 of the New York Complaint, alleges that eAppraiseIT did not “push
6 back” and agreed to use WAMU’s Proven Appraiser Panel, acceding to WAMU’s
7 demand for complete control over the Proven Panel and the reconsideration of value
8 process.

9 b. eAppraiseIT’s President acknowledged that WAMU violated several laws,
10 however, eAppraiseIT did not “push back” and acquiesced to WAMU,

11 “In short, the issues are using their designated appraisers as mandated by the WaMu
12 production force at 20% gross margin and bypassing our [eAppraiseIT] panel. We view this as a
13 violation of the OCC [Office of the Comptroller of the Currency], OTS, FDIC [Federal Deposit
14 Insurance Corporation] and USPAP influencing regulation.”

15 73. WAMU, RICHTER and unnamed defendants intentionally or with total disregard did
16 acts to induce the breach of Plaintiff’s contract and terminate the beneficial relationship. All the
17 tortuous actions and omissions of WAMU, RICHTER and unnamed defendants and each of them
18 were done with the willful and malicious intent to damage Plaintiff.

19 74. WAMU, RICHTER and unnamed defendants conduct was willful, wanton, malicious,
20 and with reckless disregard for the rights of Plaintiff so as to justify an award of exemplary and
21 punitive damages.

22 75. As a proximate result of WAMU, RICHTER, and unnamed defendants actions, Plaintiff
23 has suffered loss of income, deferred income and other employment-related benefits in an amount
24 unknown at this time, but according to proof at the time of trial.

25 76. As a further proximate result of WAMU, RICHTER, and unnamed defendants’ actions,
26 Plaintiff has suffered and continues to suffer damages, including present and future economic
27 damages, distress, and anxiety, in an amount unknown at this time, but according to proof at the
28 time of trial.

1 77. As a further proximate result of the aforementioned wrongful conduct by WAMU,
2 RICHTER and other unnamed defendants, and each of them, Plaintiff has had to employ the
3 services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount unknown at this
4 time but according to proof at the time of trial.

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**SIXTH CAUSE OF ACTION
FRAUD (COMMON LAW AND
STATUTORY CIVIL CODE SECTIONS 1572, 1709 & 1710)
(AGAINST ALL DEFENDANTS AND DOES 1-100)**

11 78. Plaintiff re-alleges and incorporates Paragraphs 1-77 above as though fully set forth
12 herein.

13 79. Plaintiff is informed and believes that Defendants deceitfully failed to follow the laws
14 of the State of California, including maintaining the independence of the appraisal reports and
15 therefore mislead Plaintiffs, and all other similarly situated employees. Plaintiff reasonably relied,
16 to her detriment, on Defendants assurance that it would comply with all such laws. However,
17 Defendants failure to follow the laws resulted in damages to Plaintiffs. Plaintiff also believed as
18 a licensed real estate appraiser, that Defendants would allow and support Plaintiff's actions to
19 comply with the law and conduct appraisals truly independent of Defendants' demands, influence
20 or suggestions.

21 80. Plaintiff brings this cause of action for Fraud and Concealment because Defendants, by
22 and through its management, supervisors, and representatives, willfully deceived Plaintiff into
23 believing that Defendants would comply with all federal and state laws in maintaining the
24 independence and integrity of the appraisal process and allow Plaintiff to maintain her license,
25 reputation and comply with the law in remaining totally complying with the law. By way of
26 example only, and not limitation, plaintiff alleges that LSI and First American in their written
27 contracts with plaintiff falsely alleged and implied that plaintiff "shall serve as an independent
28 appraiser..."; that each defendant would comply with all "applicable statutes, rules, and regulations

1 relating to your business”, with the implication that defendants of necessity also complied with all
2 such laws, when that was not the truth; that defendants would provide “quality control measures
3 and periodic auditing requirements” with the understanding that said controls would necessarily
4 include defendant’s own compliance with these same laws and rules, when such was not the case.
5 (Examples from LSI Contract). Plaintiff further alleges on information and belief that other frauds
6 and concealments were engaged in by each defendant at or near the time of entering and during the
7 performance of each contract attached as an exhibit to this complaint.

8 81. Plaintiff alleges that Defendants, management, supervisors, or representatives of
9 Defendants concealed the material facts referred herein, with the intention to deceive Plaintiff.
10 Defendants intended to induce Plaintiff by representing that they were employers that complied
11 with State and federal laws and regulations. Plaintiff relied on defendant’s representations and
12 concealments and would not have so relied had she known the truth.

13 82. Plaintiff further alleges that the conduct referred to herein violates California Civil Code
14 Sections 1572, 1709 and 1710, as well as common law principles of fraud and concealment.

15 83. As a direct, foreseeable, and proximate result of Defendants’ actions, and each of their
16 actions, including Plaintiff’s reliance on the misrepresentation, as alleged in this cause of action,
17 which were intentional, malicious, oppressive, and made in a bad faith manner in an attempt to vex,
18 injure, annoy, and /or willfully and consciously disregard Plaintiff’s rights by taking or failing to
19 take the actions alleged in this cause of action, Plaintiff prays for punitive damages against all the
20 Defendants, and each of them, in a sum within the jurisdiction of this court, to be ascertained,
21 according to proof, in a sufficiently large amount to punish said Defendants, deter future conduct
22 by said Defendants and other behaving like them, and to make an example of said Defendants.

23 84. The conduct of Defendants described hereinabove, and particularly the manner in which
24 Plaintiff’s rights were violated and the illegal conditions defendants placed on Plaintiff’s
25 employment resulting in termination of her employment, were outrageous and done with malice,
26 fraud, and oppression and with conscious disregard for Plaintiff’s rights and with the intent, design,
27 and purpose of injuring Plaintiff. Defendants, through its agents, supervisors, and/or managers
28 authorized, condoned and/or ratified the unlawful conduct described hereinabove. By reason

1 thereof, Plaintiff is entitled to an award of punitive damages in an amount according to proof at the
2 time of trial.

3
4 **SEVENTH CAUSE OF ACTION**
5 **SLANDER (Common Law, Civil Code 46(3))**
6 **(AGAINST DEFENDANTS WAMU, FIRST AMERICAN, eAppraiseIT, LSI, RICHTER**
7 **AND DOE DEFENDANTS 1-100)**
8

9 85. Plaintiff re-alleges and incorporates Paragraphs 1-84 above as though fully set forth
10 herein.

11 86. Plaintiff is informed and believes, and thereon alleges that, Plaintiff was terminated
12 based on fabricated and highly slanderous statements that were maliciously published to persons
13 who had no business-related reasons to hear those statements.

14 87. Plaintiff is further informed and believes, and thereon alleges Plaintiff was terminated
15 because she complied with the laws, regulations and policies to conduct independent appraisals
16 without being influenced by Defendants.

17 88. The false and disparaging statements made by Defendants concerning Plaintiff stated
18 that Plaintiff did not have evidence to support her appraisals regarding the market conditions. In
19 fact Plaintiff did have evidence to support the fact that market conditions were not stable. These
20 statements served to further damage both Plaintiff's reputation and cause severe emotional distress
21 and mental anguish. Pursuant to Civil Code 46 (3), slander is a false and unprivileged publication,
22 orally uttered, and also communications by radio or any mechanical or other means which tends
23 directly to injure him/her in respect to his/her office, profession, trade or business, either by
24 imputing to him general disqualification in those respects which the office or other occupation
25 peculiarly requires, or by imputing something with reference to his/her office, profession, trade, or
26 business that has a natural tendency to lessen its profits.

27 89. Plaintiff is informed and believes, and thereon alleges, that she will be required and
28 compelled to republish the information, as described in herein, in the future and said information

1 will be a material factor in keeping Plaintiff from seeking comparable employment elsewhere.
2 Plaintiff will be forced to republish slanderous statements by defendants each time she interviews
3 with a prospective employer and the reason for not receiving work from Defendants is discussed.

4 90. Plaintiff is further informed and believes and thereon alleges that she will be required
5 to self-publish to future employers that she was terminated as an appraiser with Defendants for not
6 writing an appraisal in compliance with USPAP and other laws, which is not true. Such statements
7 violate Civil Code 46(3), in that said statement tends to injure Plaintiff in her business or
8 profession.

9 91. As a direct and proximate result of the bad faith actions of Defendants, Plaintiff has
10 suffered loss of reputation, general and pecuniary losses, and Plaintiff seeks all damages allowed
11 by law, according to proof at time of trial.

12 92. Defendants acted in a grossly reckless, and/or intentional, malicious, and bad faith
13 manner when they willfully violated the statutes enumerated in this cause of action, and for that
14 reason, Plaintiff is entitled to punitive damages against said Defendants, and each of them, in an
15 amount within the jurisdiction of this court, to be ascertained by the fact finder, that is sufficiently
16 high enough to punish said Defendants, deter them from engaging in such conduct again, and to
17 make an example of them to others.

18

19

EIGHTH CAUSE OF ACTION

20

VIOLATION OF UNFAIR BUSINESS PRACTICE ACT (B & P 17200, et seq)

21

(AGAINST WAMU, FIRST AMERICAN, eAppraiseIT, LSI AND DOES 1-100)

22

23 93. Plaintiff re-alleges the information set forth in Paragraphs 1-92 above, and incorporates
24 these paragraphs into this cause of action as if they were fully alleged herein.

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94. Plaintiff brings this claim on her own behalf against Defendants pursuant to Business
and Professional Code Section 17203. At all times mentioned herein Defendants were and are
subject to the requirements of this Unfair Competition Law (California Business and Professions
Code Section 17200 et. seq.), which prohibits unlawful, unfair or fraudulent business practices.

1 95. Defendants' conduct as alleged above, including not giving Plaintiff appraisal work
2 based on Plaintiff's decision to comply with all state and federal laws and regulations, Defendants
3 have violated the California Business and Professions Code Section 17200 et. seq. which prohibits
4 unlawful, unfair or fraudulent business practices and amounts to violations of Unfair Competition
5 Law because the unlawful practices occurred in connection with Defendants' deceptive and
6 misleading advertising in California.

7 96. Defendants' violations of the law, as alleged above, constitute business practices
8 because they were done repeatedly over a substantial period of time. These practices were the
9 result of policies that worked to Plaintiff and others' detriment as well as to the detriment of other
10 entities.

11 97. Plaintiff is informed and believes that such unlawful, unfair and/or fraudulent conduct
12 continues to this day and Defendants will continue such activity in the future unless they are
13 enjoined from doing so.

14 98. As a direct and proximate result of the aforementioned unlawful conduct, Defendants'
15 owe damages to Plaintiff in amount according to proof at time of trial. Plaintiff therefore seeks
16 money restitution on behalf of herself and others.

17 99. Furthermore, Plaintiff and others are entitled to relief, including full restitution and/or
18 disgorgement of all revenues, earnings and profits which have been retained by Defendants as a
19 result of the business acts and practices alleged above.

20 100. Additionally Plaintiff and others are entitled to an injunction preventing Defendants
21 from continuing to engage in such illegal practices.

22 101. Plaintiff also requests an award of attorneys' fees and costs in connection with this
23 litigation in an amount to be established by proof at time of trial.

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NINTH CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AGAINST WAMU, FIRST AMERICAN, eAppraiseIT, LSI, RICHTER,
AND DOES 1 THROUGH 100)

102. Plaintiff re-alleges the information set forth in Paragraphs 1-101 above and incorporates those paragraphs as though fully stated in this cause of action.

103. Defendants' conduct, as thoroughly alleged above, was and is extreme and outrageous conduct amounting to intentional infliction of emotional distress, which was intended to and/or was done in conscious disregard of the probability of causing Plaintiff to suffer severe emotional distress.

104. Defendants' outrageous conduct includes trying to induce Plaintiff to violate federal and state laws and regulations; and to deceive customers that are relying on independent appraisals; and then terminating Plaintiff in retaliation for performing her job in compliance with the law.

105. By the actions described herein, Defendants intentionally and with conscious disregard, attempted to strip Plaintiff of her dignity and reputation among her peers and throughout the industry.

106. As a proximate result of Defendants' aforementioned wrongful conduct, Plaintiff has suffered and continues to suffer grave emotional distress, including embarrassment, humiliation, and anguish, all to Plaintiff's damage in an amount unknown at this time, but according to proof at the time of trial.

107. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had to employ the services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount unknown at this time but according to proof at the time of trial.

108. Defendants' conduct was willful, wanton, malicious, and with reckless disregard for the rights of Plaintiff so as to justify an award of exemplary and punitive damages.

1 109. As a proximate result of Defendants' actions, Plaintiff has suffered loss of income,
2 deferred income and other employment-related benefits in an amount unknown at this time, but
3 according to proof at the time of trial.

4 110. As a further proximate result of Defendants' actions, Plaintiff has suffered and
5 continues to suffer depression and anxiety all to Plaintiff's damage in an amount unknown at this
6 time, but according to proof at the time of trial.

7 111. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had
8 to employ the services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount
9 unknown at this time but according to proof at the time of trial.

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11 **TENTH CAUSE OF ACTION**
12 **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**
13 **(AGAINST DEFENDANTS WAMU, RICHTER, FIRST AMERICAN, eAppraiseIT, LSI,**
14 **AND DOES 1-100)**

15
16 112. Plaintiff re-alleges the information set forth in Paragraphs 1-111 above and
17 incorporates those paragraphs as though fully stated in this cause of action.

18 113. Defendants' conduct, as thoroughly alleged above, was and is extreme and outrageous
19 conduct amounting to negligent infliction of emotional distress, which was intended to and/or was
20 done in conscious disregard of the probability of causing Plaintiff to suffer severe emotional
21 distress.

22 114. Defendants' outrageous conduct includes trying to induce Plaintiff to violate federal
23 and state laws and regulations; and to deceive customers that are relying on independent appraisals;
24 and then terminating Plaintiff in retaliation for performing her job in compliance with the law.

25 115. By the actions described herein, Defendants negligently stripped Plaintiff of her dignity
26 and reputation among her peers and throughout the industry.

27 116. As a proximate result of Defendants' aforementioned wrongful conduct, Plaintiff has
28 suffered and continues to suffer grave emotional distress, including embarrassment, humiliation,

1 and anguish, all to Plaintiff's damage in an amount unknown at this time, but according to proof
2 at the time of trial.

3 117. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had
4 to employ the services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount
5 unknown at this time but according to proof at the time of trial.

6 118. Defendants' conduct was willful, wanton, malicious, and with reckless disregard for
7 the rights of Plaintiff so as to justify an award of exemplary and punitive damages.

8 119. As a proximate result of Defendants' actions, Plaintiff has suffered loss of income,
9 deferred income and other employment-related benefits in an amount unknown at this time, but
10 according to proof at the time of trial.

11 120. As a further proximate result of Defendants' actions, Plaintiff has suffered and
12 continues to suffer depression and anxiety all to Plaintiff's damage in an amount unknown at this
13 time, but according to proof at the time of trial.

14 121. As a further proximate result of the aforementioned wrongful conduct, Plaintiff has had
15 to employ the services of attorneys to pursue her legal rights, to Plaintiff's damage in an amount
16 unknown at this time but according to proof at the time of trial.

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18

ELEVENTH CAUSE OF ACTION

19

CIVIL CONSPIRACY TO VIOLATE CAUSES OF ACTION 1-9

20

(AGAINST ALL DEFENDANTS AND DOES 1 TO 100)

21

22 122. Plaintiff re-alleges the information set forth in paragraphs 1-121 above, and
23 incorporates those paragraphs as though fully stated in this cause of action.

24 123. At all times mentioned herein, each of the Defendants knowingly conspired with each
25 co-defendant for an unlawful purpose, and for a lawful purpose to be committed by an unlawful
26 means, and at all times acted in furtherance of said conspiracy. Based upon the allegations set forth
27 herein, each Defendant is jointly and severally liable for the actions and omissions of each other
28 defendant.


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WHEREFORE, Plaintiff prays for judgment as follows:

1. For economic and special damages in an amount unknown at this time, but according to proof at trial;
2. For non-economic and general damages in an amount unknown at this time, but according to proof at trial;
3. For punitive damages as allowed by law and according to proof at trial;
4. For pre-judgment interest at the prevailing legal rate;
5. For reasonable attorneys' fees and costs as allowed by law;
6. For declaratory relief to enjoin Defendants from engaging in the illegal conduct alleged herein; and
7. For such other and further relief as this Court deems just and proper.

DATED: JANUARY 9, 2008

DANZ & GERBER

BY: 
STEPHEN F. DANZ
ATTORNEY FOR PLAINTIFF,
JENNIFER WERTZ



700 Cherrington Parkway
Coraopolis, PA 15108-4306
Tel 412 299 4000
Tel 800 722 0300

Re: Independent Contractor Agreement

Dear Appraiser:

This Letter Agreement ("Agreement") confirms the terms and conditions of the agreement between you and Lender's Service, Inc ("LSI"), concerning your provision of certain collateral assessment services that may be requested by LSI.

LSI enters into this Agreement with you based on your experience as a licensed or certified appraiser in your state(s) of operation. You shall serve as an independent fee appraiser on LSI's network of independent suppliers and shall provide services as requested by LSI from time to time. This Agreement should in no way be construed as a guarantee or promise on the part of LSI, whether actual or implied, of a continuing relationship between us, of a minimum level of appraisal orders, of a minimum level of revenue or of a consistent or stable volume of orders. Order assignments shall be made by LSI in its sole discretion, based on whatever factors it may deem relevant from time to time. Your duties under this Agreement shall include, but shall not be limited to doing the following:

(a) Receive and forward immediately to LSI, at the address or telephone number designated by LSI, (1) all third party correspondence, mail, telephone inquiries, notices, and other communications of every kind and nature whatsoever which are addressed or otherwise directed to LSI; and (2) all funds received by you from any source in connection with transactions in which LSI is involved or which relate to any collateral assessment order solicited or negotiated by or on behalf of LSI,

(b) Comply, and shall cause any and all employees to comply, with all applicable statutes, rules, and regulations relating to your business in any and all jurisdictions in which you conduct business, including but not limited to the Uniform Standards of Professional Appraisal Practice ("USPAP"), and FIREAA Title XI. You shall also maintain and shall cause any and all employees to maintain, all licenses, certifications, and permits required in connection with your appraisal business. Attached as Exhibit A is a full and complete list of all appraisers (and their license numbers) who work in your firm as of the date of this letter. You agree to notify LSI immediately of (a) any and all changes in the identity and/or license numbers of your appraiser staff; or (b) any change in your firm name, and

(c) Prepare each and every appraisal assigned to you by LSI in accordance with applicable law, regulation or standard (including but not limited to USPAP as it may have been adopted in your jurisdiction) and within the timeframes specified by LSI. You will cooperate with LSI in connection with all matters arising out of your provision of services hereunder, including but not limited to LSI's quality control measures and periodic auditing requirements. You may not subcontract to any third party any of the appraisal services to be performed by you under this Agreement, without LSI's prior written consent.

EXHIBIT 1

Subject to your provision of services acceptable to LSI, you shall be entitled to compensation on a fee for service basis in accordance with the fee schedule agreed upon between you and LSI from time to time. You agree to comply with and abide by all LSI billing and payment policies and procedures in effect from time to time during the term of this Agreement. It is understood and agreed that you and your employees are independent contractors and not employees or agents of LSI or any affiliate thereof and nothing in this Agreement shall be construed to the contrary. LSI is not responsible for payment of any of your salaries, benefits, expenses, insurance, taxes, withholding, workers compensation, or any other employee costs or benefits, all of which shall be your sole responsibility. Except as instructed by LSI, under no circumstances will you attempt to collect any fees from any LSI client. You will not discuss with any third party, the fees paid to you by LSI or the fee structure set forth in this Agreement. You agree that all collateral assessment reports prepared by you at our request shall belong to the financial institution or other party for which it is prepared and that all property data (e.g. valuation, address) contained in such reports may be used by LSI. This Agreement may be terminated at any time by either of us, with or without cause, upon thirty (30) days advance written notice to the other. LSI may also terminate this Agreement immediately for cause, based on factors it deems relevant, in its sole discretion. In addition, at LSI's option, this Agreement shall terminate automatically in the event LSI has not placed an order with you for a period of 180 days.

You shall indemnify and hold LSI harmless from and against any and all liabilities, damages, losses, costs and expenses (including attorneys' fees), claims, and causes of action, arising out of your performance or non-performance of your duties and obligations hereunder, whether as a result of your negligence or willful misconduct. This Agreement constitutes the entire agreement between us regarding your services and it may not be assigned by you without our prior written consent. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Except as otherwise noted in this letter, this Agreement may not be modified or amended except by a written instrument executed by both of us.

All notices, demands, requests, designations and consents given by either party hereto to the other party shall be in writing and shall be personally delivered or sent by express (next day) delivery service or by certified U. S. Mail, return receipt requested, addressed as follows:

If to LSI, to:

LSI
700 Cherrington Parkway
Coraopolis, PA 15108-4306
Attention Supplier Management

If to Appraiser to:

JENIFFER A. WARTZ
5761 LOLET WAY
SACRAMENTO, CA 95835


If the foregoing accurately states the agreement between us concerning the matters set forth herein, please execute this letter in the space provided below.

LSI, A Fidelity National Information Services Company

By: _____
LSI - Executive VP

Date: _____

Accepted And Agreed To By:

JENIFFER A. WARTZ
[Contractor]


Date: 7/15/06