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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 29 2008

ALAN CARLSON, Clerk of the Court
BY E. VELOZ

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

10

30-2008

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FIRST AMERICAN CORELOGIC, INC., a
Delaware corporation,

Case No. 00116675

12

Plaintiff,

PLAINTIFF'S COMPLAINT FOR

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v.

1. Breach of Contract
2. Trade Secret Misappropriation
3. Declaratory Relief
4. Breach of Confidence
5. Misappropriation
6. Unfair Competition
7. Unjust Enrichment
8. Accounting

14

LIVE DATA GROUP, INC., a Florida
15 Corporation; FORECLOSURE.COM, INC.,
a Florida corporation; and Does 1 through
16 100, inclusive.

17

Defendants.

JUDGE GEOFFREY T. GLASS
DEPT. C33

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20 Plaintiff FIRST AMERICAN CORELOGIC, INC. ("FACL") alleges:

21

THE PARTIES

22

1. Plaintiff FACL is and at all relevant times herein was a Delaware

23

Corporation lawfully doing business in the State of California, County of Orange, with its
24 principal place of business in the State of California, County of Orange, City of Santa Ana.

25

2. FACL is informed and believes and based thereon alleges that defendant

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Live Data Group, Inc. ("LDG") is and at all relevant times herein was a Florida

27

Corporation doing business in the State of California.

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3. FACL is informed and believes and based thereon alleges that defendant

1 foreclosure.com, Inc., is and at all relevant times herein was a Florida Corporation doing
2 business in the State of California.

3 4. The true names and capacities, whether individual, corporate, associate or
4 otherwise, of defendants Does 1 through 100, inclusive, are unknown to FACL, which
5 therefore sues said defendants by such fictitious names. FACL will seek leave of this
6 Court to amend this Complaint to include their proper names and capacities when they
7 have been ascertained. FACL is informed and believes, and based thereon alleges, that
8 each of the fictitiously-named defendants participated in and is in some manner
9 responsible for the acts described in this Complaint and the damage resulting therefrom.

10 5. FACL alleges on information and belief that each of the defendants named
11 herein as Does 1 through 100, inclusive, performed, participated in, or abetted in some
12 manner, the acts alleged herein, proximately caused the damages alleged herein below, and
13 is liable to FACL for the damages and relief sought herein.

14 6. FACL alleges on information and belief that there exists, and at all times
15 herein there existed, a unity of interest and ownership among defendants LDG,
16 foreclosure.com, Inc., and Does 1 through 100 (collectively, "defendants"), and each of
17 them, such that any individuality and separateness between defendants has ceased, and one
18 is the alter ego of the other in that: (a) these defendants and each of them, upon
19 information and belief, have the same principal place of business; (b) these defendants, and
20 each of them, upon information and belief, failed to maintain minutes or adequate
21 corporate records or both of the defendant corporations; (c) these defendants and each of
22 them, upon information and belief, failed to adequately capitalize or provide any assets to
23 the defendant corporations; (d) these defendants and each of them, upon information and
24 belief, used the defendant corporations as mere shells, instrumentalities, or conduits for
25 their own separate purposes; (e) these defendants, and each of them, upon information and
26 belief, diverted assets from one defendant to the other, to the detriment of creditors,
27 including FACL; and (f) these defendants, and each of them, upon information and belief,
28 commingled the assets and obligations of one another.

1 7. FACL alleges on information and belief that adherence to the fiction of the
2 separate existence of the defendants as entities or individuals distinct from one another
3 would permit an abuse of the corporate privilege and would sanction fraud and promote
4 injustice in that defendants, and each of them, have conspired to engage, and have
5 engaged, in the unlawful conduct described herein below.

6 8. FACL alleges on information and belief that, in performing the acts and
7 omissions alleged herein, and at all times relevant hereto, each of the defendants was the
8 agent and employee of each of the other defendants and was at all times acting within the
9 course and scope of such agency and employment with the knowledge and approval of
10 each of the other defendants.

11 **FACL'S CONFIDENTIAL INFORMATION AND TRADE SECRETS**

12 9. In or about February 2007, First American Real Estate Solutions, L.P.
13 (“FARES”) merged with CoreLogic Systems, Inc., to become FACL.

14 10. FACL provides unique data and predictive analytics to over 600,000
15 customers seeking, *inter alia*, residential mortgage risk management, credit card
16 application risk management and fraud protection. FACL also provides its customers with
17 real estate property information for purposes of, *inter alia*, determining the value of
18 residential and commercial properties, identifying real estate trends, tracking foreclosures,
19 and tracking market performance.

20 11. As a function of its business and in order to compete for business in the
21 industry, FACL (and FARES before it) has invested millions of dollars and considerable
22 time, effort and other resources building and maintaining an exclusive and proprietary
23 database and compilation of documents and information on more than 140 million
24 properties in over 3,000 counties in the United States. FACL has at present compiled and
25 provides data on approximately 450 million historical transactions, 3.5 billion document
26 images, and 100 million active and paid off loans and mortgages. FACL processes data on
27 approximately 4 million real estate and related transactions per month. Utilizing this data,
28 FACL is able to offer its customers a broad range of valuable and unique products

1 including property profiles, digital street maps, plat maps, automated valuation models,
2 legal and vesting information, document images, profiling and lead generation tools,
3 market analysis, statistical information, foreclosure information, multiple listing services
4 applications, and custom research.

5 12. FACL's database of documents and information is not publicly available.
6 FACL has created a unique compilation of information for the real properties in its
7 database, bringing together disparate information from numerous government agencies as
8 well as information proprietary to FACL. The combination of the characteristics and
9 components of FACL's database, as well as the unified information, processes and
10 operations utilized by FACL to create and maintain that database, create a unique source of
11 information and a competitive advantage for FACL in the industry. Absent a substantial
12 investment of time, expense and effort, as well as access to FACL's own proprietary
13 information, FACL's database compilation is not readily ascertainable by others.

14 13. Recognizing the economic value of its confidential information and trade
15 secrets, including the aforementioned data (collectively, the "Proprietary Information"),
16 FACL (like FARES before it) takes reasonable steps to preserve its confidentiality. To this
17 end, FACL has adopted strict safeguards, policies and procedures, as well as contractual
18 prohibitions on dissemination and use of its Proprietary Information. FACL also restricts
19 access to its Proprietary Information, including but not limited to requiring customers to
20 execute licensing agreements with specific limitations upon the use of the Proprietary
21 Information.

22 **THE LICENSE AGREEMENT**

23 14. On about July 11, 2005, FARES and LDG executed an agreement entitled
24 "License Agreement" (referred to herein as the "License Agreement" or the "Agreement").
25 A copy of the Agreement is attached hereto and incorporated herein as Exhibit "A."

26 15. FACL believes, and based thereon alleges, that LDG, in executing and
27 entering into the License Agreement, acted not only for its own account but also for the
28 account of defendants foreclosure.com, and Does one through 100, and each of them, as

1 undisclosed principals, all without the knowledge and consent of FARES.

2 16. FACL is the owner by assignment by operation of law by virtue of the
3 merger described above of the rights and obligations of the License Agreement.

4 17. Pursuant to Section 2.1 of the License Agreement, LDG was granted a non-
5 exclusive, non-transferable license to utilize certain of FARES' Proprietary Information,
6 including enumerated data from the unique database maintained by FARES (and FACL) as
7 described herein, solely for the Permitted Applications itemized as such in Exhibit A to the
8 License Agreement.

9 18. Pursuant to Section 8 of the License Agreement and the defined terms
10 contained in Section 1 of the License Agreement, the parties agreed that the Proprietary
11 Information covered by the License Agreement "is and shall remain the sole and exclusive
12 property of FARES," that LDG would "have only the limited rights" regarding the
13 Proprietary Information "expressly granted in [the License Agreement]," and that "all
14 rights not expressly granted by FARES are reserved." LDG agreed that it would only
15 make the Proprietary Information available as expressly permitted by the License
16 Agreement, and that it would "take all reasonable steps, in accordance with the best
17 industry practices, to protect the security" of the Proprietary Information covered by the
18 License Agreement "and to prevent unauthorized use or disclosure" thereof.

19 19. Exhibit A to the License Agreement provided for certain enumerated
20 "Permitted Applications" to which LDG was entitled to put FACL's Proprietary
21 Information and to which LDG was expressly limited. Exhibit A provided, in part, as
22 relevant to the allegations of this complaint:

23 **PERMITTED APPLICATIONS:** Customer may use the above Services solely for
24 the applications specified below.

- 25 1. **Customer's Use:** In accordance with the terms and conditions of the
26 Agreement, Customer may use the FARES Services to create property
27 and pre-foreclosure reports (collectively, "Customer's Products"),
28 attached as Exhibit A-2 ("Customer's Product Sample Report"),
which may be provided to End Users via Customer's password-
protected Internet web sites, foreclosurefreesearch.com,
foreclosure.com, and foreclosuredatabase.com. Additionally,
Customer may distribute Customer' Product via FARES approved co-
branded partner sites, provided such co-branded partner sites do not

1 violate the terms and conditions of the Agreement. Customer must
2 obtain prior written consent from FARES before delivery of
3 Customer's Product via a co-branded partner site is permitted,
4 FARES' response to such request shall be provided to Customer
5 within five (5) business days.

6 2. **End User's Use:** End Users may access the Customer's Products for
7 internal business purposes only. End Users may not resell, relicense or
8 redistribute Customer Products in whole or in part.

9 20. In addition to the express limitation imposed by Section 2.1 and Exhibit A to
10 the License Agreement to use the Proprietary Information *solely* for the Permitted
11 Applications specified in Exhibit A, Section 2.2 of the License Agreement included
12 additional express limitations on the manner in which Proprietary Information was
13 permitted to be used, including (subject to express authorization contained in the
14 specification of Permitted Applications) the following:

15 "The Service [which, as a defined term in Section in one of the License
16 Agreement includes the Proprietary Information] may not be shared with
17 affiliates or any third party, including joint marketing arrangements."

18 "Customer agrees both during and after the term of this Agreement that
19 Customer shall not: (i) disclose, use, disseminate, reproduce or publish any
20 portion of the Service in any manner other than as stated in this Agreement,
21 (ii) permit any parent, subsidiaries, affiliated entities or other third parties to
22 use the Service or any portion thereof (iii) process or permit to be processed
23 the Service or any portion thereof, except in accordance with the provisions
24 of this Agreement, with other data or software from any other source,
25 (iv) allow access to the Service through any terminals located outside of
26 Customer's operations, (v) use the Service to create, enhance or structure any
27 database in any form for resale or distribution, except in accordance with the
28 terms of this Agreement, or (vi) use the Service to create derivative
products."

21 21. Pursuant to Section 13.8 of the License Agreement, the parties agreed that
22 the License Agreement would be governed by California law; that venue and jurisdiction
23 for any action arising out of the Agreement would be in Orange County, California; and
24 that, "[t]he prevailing party shall be awarded its reasonable attorney's fees and costs in any
25 lawsuit arising out of or related to this Agreement."

26 **BREACHES OF THE LICENSING AGREEMENT**

27 22. In or about September 2008, FACL first learned that data provided by FACL
28 to LDG pursuant to the License Agreement had appeared on websites not authorized by the

1 License Agreement. Pursuant to Section 4.4 of the License Agreement, FACL demanded
2 access to LDG's systems, employees, offices and records to perform a compliance audit.

3 23. Defendants stalled, delayed, postponed, and ultimately hindered and
4 prevented, in significant part, the proper conduct of the audit by FACL. As a result,
5 defendants, and each of them, breached the provisions of Section 4.4 of the License
6 Agreement.

7 24. Notwithstanding the limitations on its ability to properly conduct such audit,
8 FACL learned from the limited audit which was conducted that defendants had breached
9 the License Agreement. Defendants' breaches of the License Agreement included, without
10 limitation, sending FACL data to websites that are not among the specifically enumerated
11 permissible websites set forth in Exhibit A of the License Agreement and creating
12 "iFrames"¹ from www.foreclosure.com on perhaps as many as 77 separate websites which
13 were not permitted websites set forth in Exhibit A to the License Agreement.

14 25. On or about October 9, 2008, pursuant to the provisions of Section 5.2 of the
15 License Agreement, FACL provided written notice to LDG of the breach by LDG of the
16 License Agreement both by virtue of the failure to permit compliance audit in accordance
17 with Section 4.4 of the License Agreement and by virtue of the display of FACL data on
18 unauthorized websites and the use, display, and disclosure of the FACL data in ways
19 prohibited by the License Agreement. Defendants failed entirely to cure, remedy, or cease
20 such violations of the License Agreement within 30 days of the date of such notice, or
21 within additional extensions of time unilaterally granted by FACL thereafter, or at all. As
22 a result, pursuant to the provisions of Section 5.2 of the License Agreement, FACL
23 thereafter terminated the provision of Services to LDG under the License Agreement.

24 26. FACL believes and based thereon alleges that defendants have breached the
25 License Agreement at additional times and in additional manners which are presently not
26

27 ¹ An "iFrame" is an HTML element which allows one to embed an HTML document
28 inside another HTML document and thus insert content from one website into another
website.

1 known to FACL.

2 **FIRST CAUSE OF ACTION**

3 **(Breach of Contract by FACL against All Defendants)**

4 27. FACL realleges each and every allegation set forth in Paragraphs 1 through
5 26, inclusive, and incorporates them herein by this reference.

6 28. The terms of the License Agreement were and are just and reasonable to
7 defendants, and each of them. FACL has duly performed each and every covenant,
8 condition, agreement, promise, and obligation required on its part to be performed under
9 the License Agreement, except for those that have been prevented or excused as a result of
10 the acts and omissions of defendants.

11 29. Defendants, and each of them, have breached the provisions of the License
12 Agreement, by, *inter alia*:

13 a. Selling data received from FACL to third parties in violation of the
14 License Agreement;

15 b. Sending FACL data to websites that are not among the enumerated
16 websites set forth in Exhibit A to the License Agreement;

17 c. Creating "iFrames" from one or more permitted websites displaying
18 FACL data on numerous unpermitted websites;

19 d. Sharing the Proprietary Information with affiliates and third parties,
20 without authorization, including but not limited to such activities pursuant to joint
21 marketing arrangements;

22 e. Disclosing, using, disseminating, reproducing, and publishing
23 portions of the Proprietary Information in a manner other than as permitted in the
24 Agreement;

25 f. Permitting affiliated entities and other third parties to use the
26 Proprietary Information without authorization;

27 g. Allowing access to the Proprietary Information through unpermitted
28 computer terminals located outside of Customer's operations;

1 h. Using the Proprietary Information to create, enhance or structure data
2 in a form for resale or distribution other than in accordance with the terms of the
3 Agreement;

4 i. Using the Proprietary Information to create unpermitted derivative
5 products;

6 j. Failing and refusing to permit FACL to properly perform a
7 compliance audit pursuant to Section 4.4 of the License Agreement;

8 k. Failing to maintain the confidentiality of FACL's Proprietary
9 Information with regard to, *inter alia*, its dissemination of FACL's data as alleged
10 above; and

11 l. Failing to pay all Fees due for FACL Services pursuant to the
12 provisions of Section 4.1 of the License Agreement.

13 30. The License Agreement contains an implied covenant of good faith and fair
14 dealing, which includes a covenant that neither party will deprive the other party of the
15 intended benefits of the contract. When a condition in the contract involves the
16 performance of an act within the control of a party, that party has a duty to make a good
17 faith effort to satisfy the condition under the implied covenant.

18 31. As a result of their conduct as alleged above, including the breaches by
19 defendants of the License Agreement and failure to maintain FACL's Proprietary
20 Information, defendants, and each of them, breached the implied covenant of good faith
21 and fair dealing.

22 32. Pursuant to the provisions of Section 5.2 of the License Agreement, upon
23 termination of the License Agreement for breach, the non-breaching party, in this case
24 FACL, is entitled to pursue all of its available legal remedies against the breaching party.

25 33. As a proximate result of defendants' breaches of contract, FACL has
26 suffered and will suffer damages in an amount to be proven at trial. Such amounts include,
27 without limitation, (i) unpaid Fees due from Defendants pursuant to the provisions of
28 Section 4.1 of the License Agreement both prior to termination of Services and for the

1 balance of the current term of the Agreement ending on or about July 10, 2009;
2 (ii) interest, late fees, attorneys fees, costs, and other recoverable fees pursuant to Section
3 4.3 of the License Agreement; and (iii) charges reasonably imposed by FACL for the use
4 of its Services and Proprietary Information in the manners utilized by defendants outside
5 of the scope of permissible uses under the License Agreement.

6 **SECOND CAUSE OF ACTION**

7 **(Misappropriation of Trade Secrets by FACL against**
8 **All Defendants)**

9 34. FACL realleges each and every allegation set forth in Paragraphs 1 through
10 33, inclusive, and incorporates them herein by this reference.

11 35. FACL possesses confidential and proprietary information not generally
12 known in the industry, to the public, or to others who can realize economic value from its
13 disclosure or use, including without limitation the unique data enumerated at Paragraphs
14 10 through 13 above.

15 36. The confidential and proprietary information, as set forth at Paragraphs 10
16 through 13 above, constitute trade secrets pursuant to California's Uniform Trade Secrets
17 Act, Civil Code §§ 3426, *et seq.*

18 37. FACL's confidential and proprietary information derives independent
19 economic value from its secrecy.

20 38. FACL has taken reasonable measures under the circumstances to maintain
21 the secrecy of its confidential and proprietary information, including the use of licensing
22 agreements and confidentiality and non-disclosure agreements with persons receiving such
23 information, the use of secured facilities for storing and maintaining confidential
24 information, and "need-to-know" only access for certain confidential information.

25 39. Defendants, and each of them, have taken FACL's confidential and
26 proprietary information and have wrongly used it for their own benefit, to the detriment of
27 FACL, for compensation and for the purpose of operating and maximizing the profits of
28 their own business, providing information and services to third parties not authorized by

1 the License Agreement to receive such information and services.

2 40. As a proximate result of the conduct of defendants, and each of them, FACL
3 has suffered and will suffer damages in an amount to be proven at trial, including, as
4 applicable, recovery for unjust enrichment or reasonable royalties for the
5 misappropriations.

6 41. By reason of the aforementioned breaches, plaintiff is further entitled to
7 imposition of a constructive trust on all property and profits obtained by defendants as a
8 result of defendants' wrongful conduct, including all properties or investments in which
9 such profits have been invested, either directly or by way of transfer to corporations or
10 other businesses in which defendants have an interest.

11 42. In doing the acts alleged herein, defendants, and each of them, have acted
12 intentionally, willfully, and with the intent to injure plaintiff and to benefit defendants, and
13 with the purpose of injuring plaintiff's business, and, in doing so, have acted with malice,
14 fraud, and oppression, and each such defendant should be ordered to pay punitive and
15 exemplary damages in the amount of double the amount of compensatory damages,
16 pursuant to California Civil Code section 3426.3 (c).

17 43. Pursuant to California Civil Code section 3426.4, plaintiff is entitled to its
18 reasonable attorneys fees in this action.

19 **THIRD CAUSE OF ACTION**

20 **(Declaratory Relief by FACL against All Defendants)**

21 44. Plaintiff alleges and incorporates by reference Paragraphs 1 through 43,
22 inclusive, as though set forth in full.

23 45. An actual controversy has arisen and now exists between FACL and
24 defendants, and each of them, in that FACL contends, among other things, that defendants,
25 and each of them, have breached the License Agreement in each of the ways set forth in
26 paragraphs 22 through 26, 29, and 31 above.

27 46. FACL is informed and believes and on that basis alleges that defendants, and
28 each of them, dispute these contentions.

1 47. FACL desires a judicial determination of the respective rights and duties of
2 the parties in this action at this time including, without limitation, the parties' respective
3 rights and obligations under the License Agreement. Such a declaration is necessary and
4 appropriate at this time in order to effect full relief, to prevent an undue burden on the
5 Court and the parties, and to prevent a multiplicity of actions.

6 **FOURTH CAUSE OF ACTION**

7 **(Breach of Confidence by FACL against All Defendants)**

8 48. Plaintiff alleges and incorporates by reference Paragraphs 1 through 47,
9 inclusive, as though set forth in full.

10 49. As set forth hereinabove, FACL disclosed the Proprietary Information to
11 defendants in confidence. Defendants voluntarily accepted FACL's Proprietary
12 Information under an express obligation of confidentiality, thereby creating an obligation
13 by defendants to, *inter alia*, refrain from using or disclosing the confidential information
14 other than as expressly permitted by FACL.

15 50. By reason of the conduct described above, Defendants have breached this
16 duty of confidence by, *inter alia*, both disclosing and using FACL's Proprietary
17 Information without FACL's permission as hereinabove alleged.

18 51. As a direct and proximate result of the breach of confidence of defendants,
19 and each of them, FACL has suffered monetary damages in an amount subject to proof at
20 trial, including, as applicable, recovery for unjust enrichment or reasonable royalties for
21 the use thereof.

22 52. By reason of the aforementioned conduct, plaintiff is further entitled to
23 imposition of a constructive trust on all property and profits obtained by defendants as a
24 result of defendants' wrongful conduct, including all properties or investments in which
25 such profits have been invested, either directly or by way of transfer to corporations or
26 other businesses in which defendants have an interest.

27 53. In doing the acts alleged herein, defendants, and each of them, have acted
28 intentionally, willfully, and with the intent to injure plaintiff and to benefit defendants, and

1 with the purpose of injuring plaintiff's business, and, in doing so, have acted with malice,
2 fraud, and oppression, and each such defendant should be ordered to pay to plaintiff
3 punitive and exemplary damages in an amount to be determined at trial.

4 **FIFTH CAUSE OF ACTION**

5 **(Misappropriation by FACL against All Defendants)**

6 54. Plaintiff alleges and incorporates by reference Paragraphs 1 through 53,
7 inclusive, as though set forth in full.

8 55. As hereinabove alleged, FACL has invested substantial time and money in
9 the development of the Proprietary Information.

10 56. Defendants, and each of them, have misappropriated the Proprietary
11 Information at little or no cost to defendants beyond the costs incurred for the contracted
12 for and permissible uses.

13 57. As a proximate result of the conduct of defendants, and each of them, FACL
14 has suffered and will suffer damages in an amount to be proven at trial, including, as
15 applicable, recovery for unjust enrichment or reasonable royalties for the
16 misappropriations.

17 58. By reason of the aforementioned conduct, plaintiff is further entitled to
18 imposition of a constructive trust on all property and profits obtained by defendants as a
19 result of defendants' wrongful conduct, including all properties or investments in which
20 such profits have been invested, either directly or by way of transfer to corporations or
21 other businesses in which defendants have an interest.

22 59. In doing the acts alleged herein, defendants, and each of them, have acted
23 intentionally, willfully, and with the intent to injure plaintiff and to benefit defendants, and
24 with the purpose of injuring plaintiff's business, and, in doing so, have acted with malice,
25 fraud, and oppression, and each such defendant should be ordered to pay to plaintiff
26 punitive and exemplary damages in an amount to be determined at trial.

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1 **SIXTH CAUSE OF ACTION**

2 **(Unfair Competition against All Defendants)**

3 60. Plaintiff alleges and incorporates by reference Paragraphs 1 through 59,
4 inclusive, as though set forth in full.

5 61. The foregoing acts and conduct of defendants, and each of them, constitute
6 unfair competition under California law.

7 62. As a proximate result of the conduct of defendants, and each of them, FACL
8 has suffered and will suffer damages in an amount to be proven at trial, including, as
9 applicable, recovery for unjust enrichment or reasonable royalties for the use thereof.

10 63. By reason of the aforementioned conduct, plaintiff is further entitled to
11 imposition of a constructive trust on all property and profits obtained by defendants as a
12 result of defendants' wrongful conduct, including all properties or investments in which
13 such profits have been invested, either directly or by way of transfer to corporations or
14 other businesses in which defendants have an interest.

15 64. In doing the acts alleged herein, defendants, and each of them, have acted
16 intentionally, willfully, and with the intent to injure plaintiff and to benefit defendants, and
17 with the purpose of injuring plaintiff's business, and, in doing so, have acted with malice,
18 fraud, and oppression, and each such defendant should be ordered to pay to plaintiff
19 punitive and exemplary damages in an amount to be determined at trial.

20 **SEVENTH CAUSE OF ACTION**

21 **(Unjust Enrichment by FACL against All Defendants)**

22 65. Plaintiff alleges and incorporates by reference Paragraphs 1 through 64,
23 inclusive, as though set forth in full.

24 66. In engaging in the above alleged acts and omissions, defendants, and each of
25 them, have been unjustly enriched to the detriment of plaintiff.

26 67. As a result of the aforementioned acts and omissions, defendants, and each
27 of them, have become indebted to plaintiff in an amount presently unknown to plaintiff but
28 believed to be in excess of \$1,000,000.00.

1 68. Despite demand, neither the whole nor any part of this sum has been paid to
2 plaintiff, and there is now due, owing and unpaid from said defendants to plaintiff said
3 sums, plus interest at the legal rate.

4 **EIGHTH CAUSE OF ACTION**

5 **(Accounting by FACL against All Defendants)**

6 69. Plaintiff alleges and incorporates by reference Paragraphs 1 through 68,
7 inclusive, as though set forth in full.

8 70. Plaintiff is entitled to an accounting from the defendants, and each of them,
9 setting forth the purchases, sales, revenues, profits, transfers, and all other transactions of
10 said defendants with respect to the business which defendants have conducted as set forth
11 above. Plaintiff is further entitled to an order that defendants, and each of them, pay over
12 to plaintiff all of the funds, profits and revenues of defendants' activities as herein alleged
13 to which plaintiff is rightfully entitled.

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15 **PRAYER FOR RELIEF**

16 WHEREFORE, FACL prays for judgment against defendants, and each of them, as
17 follows:

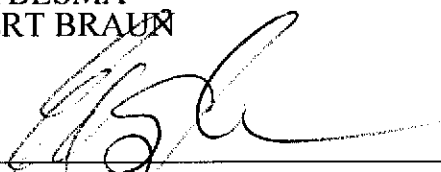
- 18 1. That defendants pay compensatory damages according to proof;
- 19 2. For a declaration in accordance with FACL's contentions as set forth in the
20 Third Cause of Action above;
- 21 3. For a constructive trust on all property and profits obtained by defendants as
22 a result of defendants' wrongful conduct;
- 23 4. That defendants pay punitive damages to FACL;
- 24 5. For an order requiring defendants, and each of them, to render an accounting
25 with respect to the matters alleged herein;
- 26 6. That FACL have and recover from defendants reasonable attorneys' fees,
27 costs and disbursements relating to this action and this dispute as allowed by contract
28 and/or law;

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- 7. That any monetary award include pre- and post-judgment interest at the highest rate allowed by law;
- 8. For costs of suit; and
- 9. For such other and further relief as the Court may deem just and proper.

Dated: December 29, 2008

RUTAN & TUCKER, LLP
ED SYBESMA
ROBERT BRAUN

By: 

Ed Sybesma
Attorneys for Plaintiff First American
CoreLogic, Inc., a Delaware corporation