

Case Type: Contract

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF BLUE EARTH

FIFTH JUDICIAL DISTRICT

A.B. and C.D.,

Court File No.:

Plaintiffs,

vs.

**COMPLAINT**

Wells Fargo Bank National Association,

and

Nathan Olson,

Defendants.

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Come now Plaintiffs and for their Complaint, state and allege as follows:

1. That Plaintiffs A.B. and C.D. are a mother and daughter who are enrolled in the Minnesota State Safe at Home program for their safety, as witnesses and victims of a serious crime, and whose identities cannot be revealed publicly by Minnesota State law.
2. That Defendant Wells Fargo Bank National Association (hereinafter Wells Fargo) is a corporation and bank with a branch office located in the city of Mankato, County of Blue Earth and State of Minnesota. Wells Fargo does business in Mankato, Minnesota and provided a home mortgage to Plaintiffs under the Safe Home program. The property at issue in this matter is located in the County of Blue Earth, State of Minnesota.
3. That Defendant Nathan Olson is a mortgage banker who works for Defendant Wells Fargo Bank in Mankato, Minnesota.
4. On November 14, 2016, Plaintiffs were enrolled into the Safe at Home program through the State of Minnesota, as contained at Minn.Stat. 5B et.al. The program involved completing final paperwork and receiving an information packet from the State of

Minnesota. The Information Packet contains over 100 pages of instructions and forms to be distributed prior to the purchase of a new home, to ensure that the new home address would be kept private, and that the public and the alleged perpetrator could not locate Plaintiffs.

5. On November 19, 2016, Plaintiffs filled out, signed, and dated the many copies of paperwork included in the Safe at Home Information Packet. The forms and who they are to be delivered to are outlined on the Safe at Home "Notice of Distribution for Home Purchases" list. See Exhibit 1, attached hereto, with redactions.
6. On November 21, 2016, Plaintiffs hand delivered the Safe at Home paperwork "Notice to Private Entities" to Wells Fargo Bank (branch office: 206 East Hickory St., Mankato, MN 56001) to Defendant Nathan Olsen. Plaintiffs followed the directions as outlined on the "Notice for Distribution for Home Purchases" and also delivered Safe at Home paperwork to the Stewart Title Company, Realtor, County Records' Office and the local utility billing office. While making deliveries of the above paperwork, Plaintiff was in telephone contact with the Safe at Home office to answer questions for Plaintiffs. These phone calls and deliveries are recorded on Plaintiffs Safe at Home account at their offices. See Exhibit 2, "Notice to Private Entities" document.
7. That on November 28, 2016, Plaintiffs purchase of their new, undisclosed home was finalized and closed with Defendant Nathan Olsen and Defendant Wells Fargo as the mortgage holder.
8. That a few days later, on December 3, 2016, Plaintiffs received a piece of mail from Wells Fargo Home Mortgage at their new undisclosed home address, in clear violation of the Safe at Home Act, and in violation of the specific instructions given to Defendant

Wells Fargo. See Exhibit 3, a mortgage statement dated 11/30/16, with redactions.

Under the Act, mail was never to go to Plaintiff's new home address under any circumstances, but instead to the Post Office box assigned to Plaintiff and operated by the Safe at Home program in the Twin Cities.

9. Plaintiffs realized that this was a sign that Wells Fargo did not have their address safely listed under the Safe at Home program. So that same day Plaintiffs went to the Wells Fargo Bank (branch office: 206 East Hickory St, Mankato, MN 56001) and delivered another copy of the Safe at Home "Notice to Private Entities" form. It was hand delivered to the loan officer, Defendant Nathan Olsen. See Exhibit 2.
10. That on December 16, 2016, Plaintiffs visited Defendant Wells Fargo Bank at their branch (206 East Hickory St, Mankato, MN 56001) to apply for a home improvement loan. Plaintiffs spoke with a customer service representative who at one point in the loan application process spoke on the phone with the Safe at Home program to ensure that Plaintiff's mailing address for the loan would stay secured.
11. That a few days later, on December 22, 2016, Plaintiff once again received a piece of mail from Wells Fargo Home Mortgage sent directly to their new undisclosed home, again alerting Plaintiffs that there was a breach in security, and that Wells Fargo was not using their secured mailing address in the Twin Cities. See Exhibit 4, a copy of the mailing postcard Plaintiffs received, with redactions.
12. That on January 5, 2017, Plaintiffs again returned to their local Wells Fargo bank branch office (206 East Hickory St, Mankato, MN 56001) to inform their Wells Fargo Home Mortgage officer, Defendant Nathan Olsen, that mail was going to their secret address, and again gave them the correct mailing address in the Twin Cities.

13. That beginning in January of 2017 and continuing thereafter, Plaintiffs began receiving junk mail at their new home with their name upon the mail addresses. The only other mail that Plaintiffs received at their new home address was from Wells Fargo Home Mortgage. Specifically, one piece of junk mail said, "Welcome to the New Home Owner." To Plaintiffs this was a sign that their information had been sold by Wells Fargo Home Mortgage to outside vendors, including their undisclosed new home address. See Exhibit 5, with redactions.
14. That on January 26, 2017, Plaintiffs called the Minnesota Safe at Home Program to let them know that they continued to get mail at their home, directly from Wells Fargo Home Mortgage. Plaintiffs asked the program for help. This telephone call is registered on their file at the Safe at Home office.
15. That on February 7, 2017, Plaintiffs called Wells Fargo to discuss their issues and complaints regarding the breach of security.
16. That on February 7, 2017, Wells Fargo sent a letter to the Director of the Safe at Home Program, acknowledging that an inquiry had been received and research would begin. See Exhibit 6, with redactions.
17. That on March 3, 2017, Plaintiffs received a letter from Wells Fargo with an update on the breach inquiry. Once again, Wells Fargo did not send the letter to Plaintiff's Safe at Home address as required by Minnesota Law, but sent it directly to her undisclosed address, in violation of the Act. See Exhibit 7, with redactions.
18. That on March 17, 2017, Plaintiffs spoke on the telephone with Wells Fargo again, and again gave them the correct mailing address, and asked for an update on the inquiry.

19. That on March 17, 2017, Wells Fargo sent Plaintiffs a letter with an update on the inquiry. They did not send it to the accurate Safe at Home address. See Exhibit 8, with redactions.
20. That on March 31, 2017, Wells Fargo sent Plaintiffs a letter with an update on the inquiry. They did not send it to Plaintiff's accurate Safe at Home address, again sending the letter without the necessary lot number. See Exhibit 9, with redactions.
21. That in early May of 2017, Plaintiffs received a telephone call from Wells Fargo informing Plaintiffs that their research was complete and admitting that they did in fact commit a breach in security.

#### **BREACH OF CONTRACT**

22. That Plaintiffs and Defendant Wells Fargo entered into a contract for a home mortgage. Part of said contract included Defendant not using or disclosing Plaintiff's new home address.
23. That Defendant Wells Fargo breached their contract with Plaintiffs by repeatedly disclosing and using their undisclosed home address.
24. That as a result of Defendant's breach of contract, Plaintiffs have been subjected to great fear and apprehension, and have been damaged in an amount in excess of \$50,000.00.

#### **NEGLIGENCE**

25. That Defendants Wells Fargo and Olsen received notice from Plaintiffs and the State of Minnesota of their enrollment in the Safe at Home Program, and the Address Confidentiality Program contained at Minn. Stat. 5B.01 et. al. Defendants were notified in writing.

26. That Plaintiffs were certified by the Minnesota Secretary of State as program participants.
27. That Plaintiffs were enrolled in that program to escape from actual and threatened violence and sexual assault and had established a new address in order to prevent their assailants or probable assailants from finding them.
28. That Plaintiffs moved and bought a new home to escape the threatened violence, and kept the new home address completely secret, including not telling anyone, and having to drive a different route home each day.
29. That Plaintiff was given a Post Office box by the State of Minnesota where all her mail was to be sent. No mail would ever go to her new home address, but always to the P.O. Box in the Twin Cities.
30. That Defendants were the bank and loan officer involved in the closing of Plaintiffs' new secret-address home. Defendants were specifically informed at closing and other times, that they must not disclose Plaintiff's name and home address pursuant to Minnesota Law and the Address Confidentiality Program.
31. That after closing on her home with Defendant Wells Fargo, Plaintiff began to receive mail at her new home address with her name upon it, and address, from various vendors. Plaintiff otherwise received no mail at her secret address with her name and address upon it.
32. That Defendant did illegally and in violation of the Safe Home Act, disclose the address to the public, and various other businesses. Upon information and belief, Plaintiff asserts Defendant either sold or made available, Plaintiffs secret home address to other vendors and businesses including the public.

33. That Defendants were negligent in disclosing Plaintiffs' secret address, and as a direct and proximate result Plaintiffs were physically and emotionally harmed, and now live in a greater fear for their lives.
34. That Defendants actions in violating Minnesota Statute 5B constitute negligence per se.
35. That as a direct and proximate result of Defendants' negligence, Plaintiffs were damaged in an amount in excess of \$50,000.00.

#### **INVASION OF PRIVACY**

36. That Defendants did violate Plaintiffs' right of privacy by intruding on their seclusion, and in publishing private facts.
37. That Defendants did give publicity to matters concerning Plaintiffs' private life and information by permitting the public to know Plaintiffs' new secret home address and information and communicating that information to the public at large.
38. That the publication of the private information would be highly offensive to a reasonable person in Plaintiffs' shoes and was in fact highly offensive and dangerous to the safety and welfare of Plaintiffs.
39. That the publication of private information was not of legitimate concern to the public.
40. That as a direct and proximate result of Defendant's violations of Plaintiff's privacy, Plaintiffs were damaged in an amount in excess of \$50,000

#### **NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

41. That Plaintiffs live in a home where their safety can no longer be certain and safeguarded due to Defendants' actions in releasing their secret address. They live in a zone of danger of physical harm.

42. That Plaintiffs have reason to fear for their safety, and that is the reason they were placed in the Safe Home Program.
43. That as a direct and proximate result of Defendants' negligent infliction of emotional distress, Plaintiffs have been damaged in an amount in excess of \$50,000.00.

#### **UNJUST ENRICHMENT**

44. That Defendants were unjustly enriched by profiting from the use of Plaintiffs private information, when the use of that information was prohibited by law.
45. That as a direct and proximate result of Defendant's unjust enrichment, Plaintiffs have been damaged in an amount in excess of \$50,000.00.

#### **PRAYER FOR RELIEF**

Wherefore, Plaintiffs pray for the following:

1. For judgment against Defendants jointly and severally, in an amount greater than \$50,000.00;
2. For judgment awarding interest, fees, costs, and disbursements resulting from this claim; and
3. For such other and further relief the court deems just and proper.

ACKNOWLEDGEMENT: The undersigned hereby acknowledges that costs, disbursements, and reasonable attorney fees may be awarded pursuant to Minn. Stat. § 549.21, Subd. 2, to the party against whom the allegations in this pleading are asserted.



**KNUTSON + CASEY LAW FIRM**



Dated: February 14, 2018

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