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Page 9 of 36 09/22/2016 1:37 PM

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DEPT #307

CHON. AMY D. HOGUE

**FILED**  
Los Angeles Superior Court

SEP 22 2016

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By Dawn Alexander Deputy  
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Attorney for Plaintiffs

**SUPERIOR COURT OF CALIFORNIA  
 COUNTY OF LOS ANGELES, UNLIMITED JURISDICTION**

**BC 634475**

ALEXANDER POLONSKY, BRIAN  
 ZAGHI each individually, and on behalf of  
 all others similarly situated,

Case No.:

**CLASS ACTION COMPLAINT FOR:**

Plaintiffs,

vs.

WELLS FARGO BANK & COMPANY, a  
 Delaware Corporation; WELLS FARGO  
 BANK, NATIONAL ASSOCIATION; and  
 DOES 1 through 50, inclusive,

Defendants.

1. WRONGFUL  
TERMINATION/RETALIATION  
IN VIOLATION OF CALIFORNIA  
LABOR CODE § 1102.5;
2. WRONGFUL TERMINATION IN  
VIOLATION OF PUBLIC POLICY;
3. VIOLATION OF BUSINESS &  
PROFESSIONAL CODE §§17200  
and 17203 – UNLAWFUL  
BUSINESS PRACTICES
4. FAILURE TO PAY WAGES.

**JURY TRIAL DEMANDED**

Plaintiffs ALEXANDER POLONSKY and BRIAN ZAGHI, on behalf of themselves and all  
 others similarly situated, allege:

CIT/CASE: BC634475  
 LEA/DEF#:   
 RECEIPT #: CH481620033  
 DATE PAID: 09/22/16 02:59 PM  
 PAYMENT: \$1,435.00  
 RECEIVED:   
 CHECK: \$0.00  
 CASH: \$0.00  
 CHANGE: \$0.00  
 CARD: \$1,435.00

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09/22/2016

1 PARTIES

2 1. ALEXANDER POLONSKY (hereinafter referred to as "Named Plaintiff 1") was at all  
3 relevant times herein employed by WELLS FARGO BANK & COMPANY and WELLS  
4 FARGO BANK, NATIONAL ASSOCIATION (hereinafter collectively referred to as "Wells  
5 Fargo").

6 2. BRIAN ZAGHI (hereinafter referred to as "Named Plaintiff 2", together with Named  
7 Plaintiff 1, the "Named Plaintiffs") was at all relevant times herein employed by Wells Fargo.

8 INTRODUCTION TO THE CLAIMS

9  
10 3. Wells Fargo implemented a fraudulent scheme and scam to increase Wells Fargo stock  
11 price by aggressively pushing their employees to open accounts to increase their cross-sell  
12 numbers and not putting any barriers or checks in place to see if the accounts were fraudulently  
13 and illegally opened or not. The scheme was orchestrated by the CEO John Stumpf who  
14 wanted to have Wells Fargo customers have an average of 8 accounts per person regardless of  
15 whether the customers needed those accounts. This fraudulent scam was efficiently and  
16 identically perpetrated among all branches, and pushed to all bankers of Wells Fargo  
17 nationwide.

18 4. In his time as chairman and CEO of Wells Fargo, John Stumpf has been famous for  
19 cross-selling, which is pushing existing customers to open more accounts. Cross-selling is one  
20 of the main reasons that Wells Fargo has become the most valuable bank in the world. Wells  
21 Fargo measures cross-selling by the number of different accounts a customers has with Wells  
22 Fargo. In 12 conference calls, CEO of Wells Fargo, John Stumpf personally cited Wells  
23 Fargo's success at cross-selling retail accounts as one of the main reasons to buy more stock in  
24 the company. Wells Fargo was aware that many of the accounts that were being open were  
25 either illegally opened, unwanted, carried a zero balance, or were simply a result of unethical  
26 business practices described below. Wells Fargo knew that their unreasonable quotas were  
27 driving these unethical behaviors that were used to fraudulently increase their stock price and  
28 benefit the CEO at the expense of the low level employees.

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Page 11 of 36 09/22/2016 1:37 PM

1 5. Whereas the average bank had 3 products per customer, Wells Fargo had 6, and was not  
2 happy there. They pushed for a goal of 8 per customer. To reach this goal, Wells Fargo placed  
3 knowingly unrealistic and impossible cross sell quotas on their bankers.

4 6. Wells Fargo's fraudulent scam which was set at the top and directed toward the bottom  
5 was to squeeze employees to the breaking point so they would cheat customers so that the CEO  
6 could drive up the value of Wells Fargo stock and put hundreds of millions of dollars in his  
7 own pocket. Wells Fargo could then place the blame on thousands of \$12 an hour employees  
8 who were just trying to meet cross-sell quotas that made the CEO rich.

9 7. Those that bought Wells Fargo stock based on the scam have not lost much as the stock  
10 price has still soared over the past 5 years. Those customers that had accounts that were  
11 opened fraudulently will undoubtedly be compensated for any fees they were forced to pay and  
12 can easily close their accounts and move on with their lives without much concern.

13 8. The biggest victims of this scheme are a class of people that nobody else has talked  
14 about. The biggest victims of Wells Fargo's scam is the class of victims that were fired  
15 because they did not meet these cross sell quotas by engaging in the fraudulent scam that  
16 would line the CEO's pockets. The good employees with a conscience who tried to meet the  
17 sales quotas without engaging in fraudulent scams are the biggest victims of this scam. They  
18 are the employees that this lawsuit seeks to redress.

19 9. In order to be able to perpetrate their fraudulent scam, Wells Fargo fired employees  
20 who did not meet their impossible quotas. Without firing or demoting employees who failed to  
21 perpetuate the scam, Wells Fargo could not sufficiently "motivate" or encourage those  
22 employees who met impossible quotas by taking fraudulent and illegal actions to increase  
23 "cross sells" so that Wells Fargo's stock price would double.

24 10. Defendant Wells Fargo & Company is, and at all times relevant hereto was, a  
25 corporation organized and existing under the laws of the State of Delaware, with its principal  
26 place of business in San Francisco, California. Wells Fargo & Company is a financial services  
27 company with \$1.5 trillion in assets, and provides banking, insurance, investments, mortgage,  
28 and consumer and commercial finance through more than 9,000 locations, 12,000 ATMs, and

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Page 12 of 36 09/22/2016 1:37 PM

1 the Internet. It has approximately 265,000 full-time employees, and is ranked 29th on Fortune  
2 Magazine's 2014 rankings of America's 500 largest corporations.

3 11. Defendant Wells Fargo Bank, National Association is, and at all times relevant hereto  
4 was, a national banking association chartered under the laws of the United States, with its  
5 primary place of business in Sioux Falls, South Dakota. Wells Fargo Bank, National  
6 Association provides Wells Fargo & Company's personal and commercial banking services,  
7 and is Wells Fargo & Company's principal subsidiary.

8 12. Named Plaintiffs will ask leave of Court to amend this complaint to reflect the  
9 defendants true names and capacities when the same have been ascertained if not correctly  
10 named as of yet. Named Plaintiffs are informed and believe, and thereon allege, that each of  
11 said defendants are responsible, jointly and severally, for the events and injuries described  
12 herein and caused damages thereby to plaintiff as alleged herein.

13 13. It further is alleged that defendants, each and together, at all times relevant hereto,  
14 constituted an "integrated enterprise" with interrelated operations, common management,  
15 centralized control of labor relations, and common ownership and/or financial control.

16 14. On information and belief, it further is alleged that the defendants were at all times  
17 relevant hereto, the alter egos of each other such that to affirm the legal separateness of the  
18 defendants for purposes of the claims presented in this action would lead to an injustice and/or  
19 inequitable result. There is a unity of interest and ownership between the company and its  
20 equitable owner(s) that the separate personalities of the company and its shareholders do not in  
21 reality exist. Defendants exhibit an interrelation of operations, commingling of funds, lack of  
22 observation of corporate formalities, undercapitalization, centralized control, common  
23 management, and common financial control such that they are an integrated enterprise and/or  
24 are alter egos. The company is a mere shell, instrumentality, and conduit through which the  
25 individual defendant(s) carried on their business, exercising complete control and dominance  
26 of such business to the extent that any individuality or separateness of the defendants does not  
27 and did not exist.

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Page 13 of 36 09/22/2016 1:37 PM

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1 15. Named Plaintiffs are informed and believe and thereon allege that at all times herein  
2 mentioned each of the defendants was acting as the partner, agent, servant, and employee of  
3 each of the remaining defendants, and in doing the things alleged herein was acting within the  
4 course and scope of such agency and with the knowledge of the remaining defendants.

5 16. Defendant Wells Fargo & Company operates the fourth biggest bank in the United  
6 States, and the largest bank headquartered in California. It is California's oldest bank, having  
7 begun banking services in 1852. Wells Fargo Bank, National Association is a subsidiary of  
8 Wells Fargo & Company, and provides most of the banking products and services that are the  
9 subject of this action.

10 17. Wells Fargo boasts about the average number of products held by its customers,  
11 currently approximately six bank accounts or financial products per customer. Wells Fargo  
12 seeks to increase this to an average of eight bank accounts or financial products per account  
13 holder, a company goal Wells Fargo calls the "Gr-eight" initiative.

14 18. For years, Wells Fargo has victimized their customers by using pernicious and often  
15 illegal sales tactics to maintain high levels of sales of their banking and financial products. The  
16 banking business model employed by Wells Fargo is based on selling customers multiple  
17 banking products, which Wells Fargo calls "solutions."

18 19. In order to achieve its goal of selling a high number of "solutions" to each customer,  
19 Wells Fargo imposes unrealistic sales quotas on its employees and has fired or demoted  
20 employees who do not meet this unrealistic quota.

21 20. Wells Fargo has adopted policies that have, predictably and naturally, encouraged  
22 bankers to engage in fraudulent behavior to meet those unreachable goals or else be fired or  
23 demoted as result of not engaging in fraudulent behavior.

24 21. As a result, Wells Fargo's employees who did NOT engaged in unfair, unlawful, and  
25 fraudulent conduct to meet quotas were all similarly, systematically and routinely demoted,  
26 terminated and made as example of so that all other employees would learn that they must  
27 engage in these fraudulent actions in order to meet the unrealistic sales quotas or else lose their  
28 jobs.

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Page 14 of 36 09/22/2016 1:37 PM

22. Wells Fargo has known about and encouraged these practices for years. Wells Fargo encouraged bankers to systematically and uniformly open illegal accounts without clients' authorization. Wells Fargo would uniformly and consistently train managers to provide bankers with a pre-signed application and encourage bankers to open as many accounts as possible under such pre-signed application. Wells Fargo fired or demoted employees who failed to meet unrealistic quotas while at the same time providing promotions to employees who met these quotas by opening fraudulent accounts. Through these illegal and systematic practices, the common scheme of opening fraudulent accounts happened at each and every Wells Fargo branch without exception.

23. The extent and commonality of this fraudulent scheme is evident from the 5,000 or so employees that Wells Fargo had to fire as a result of this fraud coming to light.

24. The extent and commonality of Wells Fargo's illegal actions was unknowns before recent federal hearing in which Wells Fargo's CEO has since apologized for the failure and has since agreed to end its sales quota system at the end of the year. It also plans to reach out to all customers going back to 2009 to verify whether the accounts were authorized.

25. Moreover, Wells Fargo continued to impose the same companywide goals of attaining as many accounts as possible at any expense, thereby fostering the practice of gaming. Wells Fargo thus puts its employees between a rock and a hard place, forcing them to choose between keeping their jobs and opening unauthorized accounts.

26. Yet nothing is being done for the thousands of employees who were demoted or fired for opposing or failing to engage in the illegal practices that Wells Fargo now looks to end.

27. Wells Fargo's resulting market dominance has come at a significant price to employees who are not willing to engage in fraudulent activity, because it has been achieved in large part through an ambitious and strictly enforced sales quota system. Wells Fargo quotas are difficult for many bankers to meet without resorting to the abusive and fraudulent tactics described further below. Therefore, thousands of employees who failed to resort to illegal tactics were either demoted or fired as result.

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1 28. Moreover, Wells Fargo enforces its sales quotas by constant monitoring. Daily sales for  
2 each branch, and each sales employee, are reported and discussed by Wells Fargo's District  
3 Managers four times a day, at 11:00 a.m., 1:00 p.m., 3:00 p.m., and 5:00 p.m. Those failing to  
4 meet daily sales quotas are approached by management, and often reprimanded and/or told to  
5 "do whatever it takes" to meet their individual sales quotas. Consequently, Wells Fargo's  
6 managers and bankers have for years engaged in practices called "gaming." Gaming consists  
7 of, among other things, opening and manipulating fee-generating customer accounts through  
8 often unfair, fraudulent, and unlawful means, such as omitting signatures and adding unwanted  
9 secondary accounts to primary accounts without permission. Other practices utilized as part of  
10 these "gaming" schemes have included misrepresenting the costs, benefits, fees, and/or  
11 attendant services that come with an account or product, all in order to meet sales quotas.

12 29. These gaming practices are so pervasive in Wells Fargo's business model that some  
13 methods of gaming have even been given their own names. For example:

- 14 a. "Sandbagging" refers to Wells Fargo's practice of failing to open  
15 accounts when requested by customers, and instead accumulating a number of  
16 account applications to be opened at a later date. Specifically, Wells Fargo  
17 employees collect manual applications for various products, stockpile them in  
18 an unsecured fashion, and belatedly open up the accounts (often with additional,  
19 unauthorized accounts) in the next sales reporting period, frequently before or  
20 after banking hours, or on bank holidays such as New Year's Day.
- 21 b. "Pinning" refers to Wells Fargo's practice of assigning, without customer  
22 authorization, Personal Identification Numbers ("PINs") to customer ATM card  
23 numbers with the intention of, among other things, impersonating customers on  
24 Wells Fargo computers, and enrolling those customers in online banking and  
25 online bill paying without their consent.
- 26 c. "Bundling" refers to Wells Fargo's practice of incorrectly informing  
27 customers that certain products are available only in packages with other  
28 products such as additional accounts, insurance, annuities, and retirement plans.

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Page 16 of 36 09/22/2016 1:37 PM

(See "Banker Assessment Presentation" internal memo highlighting Wells Fargo's policy mandating employees to open accounts regardless of customers objections, attached hereto as Exhibit 1).

30. Wells Fargo has rewarded employees for these "gaming" practices. Wells Fargo has encouraged gaming by promoting those who "gamed" customers the most to positions of authority and thereby perpetuating the problem. Worst of all, employees who did not "game" were surely demoted and / or fired. Once it became public knowledge that Wells Fargo was encouraging illegal behavior by terminating or demoting employees for not meeting the quota, Wells Fargo ceased to use the quota. However those employees who lost their job as a result of not engaging in illegal activity to meet quotas were never compensated.

31. Defendants hired Named Plaintiffs as bankers to meet certain "solutions" quotas each day. Each of the Named Plaintiffs was demoted and/or terminated as a result of not meeting such quotas because Named Plaintiffs opposed and would not engage the illegal "gaming" practiced described above to meet such quotas like other employees employed with Wells Fargo.

32. The class of Plaintiffs covered by this case ("**Plaintiff Class**") is defined as all employees who worked for Wells Fargo at any time in the ten years in California preceding the filing date of this complaint or who continue to work for Wells Fargo and was either demoted, forced to resign, or terminated for the performance based reason of not meeting their "solutions" quota. The Plaintiff Class and Named Plaintiffs are hereinafter collectively referred to as ("**Plaintiffs**").

33. Named Plaintiffs bring this action on their own behalf, on behalf of the general public, and on behalf of all "aggrieved persons" and all other persons similarly situated within the Plaintiff Class of employees who were demoted, retaliated against and/or terminated in violation of the California Labor Code by Defendant within the State of California at any time between the date 10 years prior to the filing of this complaint and the date of entry of judgment after trial as further set forth below.



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Page 17 of 36 09/22/2016 1:37 PM

1 34. Plaintiffs do not know the true names or capacities of defendants sued herein as Does 1  
2 through 50, inclusive and Named Plaintiffs sue these defendants by such fictitious names.  
3 Named Plaintiffs will seek to amend this Complaint and include these Doe Defendants' true  
4 names and capacities as soon as they can be reasonably ascertained. Doe Defendants may  
5 include other individuals holding an ownership interest in the Defendants' business. Doe  
6 Defendants may include other joint employer entities.

7 35. Named Plaintiffs both worked for Wells Fargo at various times during the relevant time  
8 period. They were given account forms with nothing more than a signature filled out and were  
9 told that they had to meet a quota of opening TEN accounts a day. Named Plaintiffs both filled  
10 out account forms with only the proper amount of accounts that a customer requested rather  
11 than "bundling" or engaging in any of the other illegal "gaming" practices mentioned herein.  
12 As a result of Named Plaintiffs' reluctance to meet the quotas by "gaming," the Named  
13 Plaintiffs were counseled, demoted and later terminated. Named Plaintiffs suffered both  
14 economic and non-economic damages including loss of income, back and front pay, and  
15 emotional distress.

#### 16 JURISDICTION AND VENUE

17  
18 This class action is brought pursuant to §382 of the California Code of Civil Procedure.  
19 Plaintiff is informed and believes and based on such information and belief alleges that venue  
20 is proper in the Los Angeles County Superior Court because Plaintiffs performed work for  
21 Defendants in said County and because Wells Fargo regularly does business in Los Angeles  
22 County and own and operate numerous facilities - and employ numerous putative class  
23 members - in Los Angeles County. The Defendants' liability to the Plaintiffs arose in part  
24 within Los Angeles County and some of the wrongful acts complained of occurred in Los  
25 Angeles County.

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Page 18 of 36 09/22/2016 1:37 PM

**CLASS ACTION ALLEGATIONS**

36. Named Plaintiffs bring this action on their own behalf and on behalf of the class set Paragraph 32 forth above.

37. **Numerosity/Impracticability of Joinder:** The members of the Class are so numerous that joinder of all members would be impractical. The members of the class are so numerous that joinder of all members would be unfeasible and impractical. Named Plaintiffs are informed and believes, and on that basis alleges that there are well over 50 persons within the Plaintiff Class. The identity of individuals qualifying for class membership is readily ascertainable via inspection of the personnel records and other documents maintained by Defendants.

38. **Commonality and Predominance:** There are common questions of law and fact that predominate over any questions affecting only individual members of the class so that a class action is superior to other forms of action. The claims of the Named Plaintiffs are typical of those of every other member of the Plaintiff Class. All the class members were treated in a similar fashion and suffered similar harm as a consequence of Defendants' conduct, as alleged, and Defendants' demotion and/or termination of Named Plaintiffs' employment for failing to meet the strictly enforced sales quotas that were so unrealistic that Defendant coached employees to deploy fraudulent sales practices, and retaliation towards those employees who did not engage in fraudulent practices to warn other employees not to avoid using systematic fraudulent practices to avoid demotions or termination of employment, are and were uniform between class members.

39. For Plaintiffs and the Class, the common legal and factual questions include, but are not limited to the following:

A. Whether Wells Fargo knew or should have known that its sales quota of 10 accounts per day and goal of 8 accounts per customer would require employees to engage in unlawful, deceptive, fraudulent or unethical practices in order to boost their stock price;

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Page 19 of 36 09/22/2016 1:37 PM

1 B. Whether Wells Fargo knew or should have known that firing employees who failed  
2 to meet unrealistic quotas would result in the remaining additional unlawful "gaming"  
3 practices;

4 C. Whether, as a result of Wells Fargo's conduct, Plaintiffs and the Class have suffered  
5 damages; and if so, the appropriate amount thereof; and  
6

7 D. Whether as a result of Wells Fargo's misconduct, Plaintiffs and the Class are entitled  
8 to equitable and declaratory relief, and, if so, the nature of such relief.  
9

10 40. **Typicality:** The representative Plaintiffs' claims are typical of the claims of the  
11 members of the Class. Plaintiffs and all the members of the class have been injured by the  
12 same wrongful practices of Wells Fargo. Plaintiffs' claims arise from the same practices and  
13 course of conduct that give rise to the claims of the members of the class and are based on the  
14 same legal theories. Named Plaintiffs will fairly and adequately represent the interests of the  
15 Plaintiff Class because Named Plaintiffs are a member of the class and Named Plaintiffs do not  
16 have an interest that is contrary to or in conflict with those of the Plaintiff Class. There is a  
17 well-defined community of interest in the questions of law and fact affecting the class of  
18 persons that Named Plaintiff represents as a whole. Each member of the Plaintiff Class was  
19 subjected to illegal practices of Defendants under the California Labor Code, including but not  
20 limited to retaliation for not engaging in the illegal practices instituted by Defendants. Each  
21 member of the Plaintiff Class was terminated in violation of the California Labor Code and in  
22 violation of public policy.

23 41. **Superiority:** A class action is superior to any other form of action for the fair and  
24 efficient adjudication of this lawsuit. Individual employees such as Plaintiffs have a difficult  
25 time prosecuting an individual action against large corporate employers such as Defendants.  
26 Even if any class member could afford individual litigation against Defendants, it would be  
27 unduly burdensome to the court system. Individual litigation of such numerous claims  
28 magnifies the delay and expense to all parties and the court system. By contrast, a class action

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Page 20 of 36 09/22/2016 1:37 PM

1 presents far fewer management difficulties and affords the benefits of unitary adjudication,  
2 economies of scale, and comprehensive supervision by a single court. Concentrating this  
3 litigation in one forum will promote judicial economy and parity among the claims of  
4 individual class members and judicial consistency in rulings. Notice of the pendency and any  
5 resolution of this action can be efficiently provided to class members by mail, print, broadcast,  
6 internet, and/or multimedia publication. Requiring each class member to both establish  
7 individual liability and pursue and individual remedy would discourage the assertion of lawful  
8 claims by employees who would be disinclined to pursue an action against their present and/or  
9 former employer for fear of retaliation and permanent damage to their careers at present and/or  
10 subsequent employment. Proof of a common business practice or factual pattern, of which the  
11 Named Plaintiff experienced, is representative of the alleged class and will establish the right  
12 of each of the members of the alleged class to recovery on the claims alleged herein.

13 42. The prosecution of separate actions by individual class members, even if possible,  
14 would create: (a) a substantial risk of inconvenient or varying verdicts or adjudications with  
15 respect to the individual class members against the Defendants herein; and/or (b) legal  
16 determinations with respect to individual class members which would, as a practical matter, be  
17 dispositive of the other class members not parties to the adjudications or which would  
18 substantially impair or impede the ability of class members to protect their interests. Further,  
19 the claims of the individual members of the class are not sufficiently large to warrant vigorous  
20 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
21 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of  
22 this action that would preclude its maintenance as a class action.

23 43. **Adequacy:** Plaintiffs are representatives who will fully and adequately assert and  
24 protect the interests of the Class, and have retained class counsel who are experienced and  
25 qualified in prosecuting class actions. Neither Plaintiffs nor their attorneys have any interests  
26 contrary to or in conflict with the Class.

27 44. Plaintiffs do not anticipate any difficulty in the management of this litigation.  
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Page 21 of 36 09/22/2016 1:37 PM

1 45. Wells Fargo has, or has access to, address and/or other contact information for the  
2 members of the class, which may be used for the purpose of providing notice of the pendency  
3 of this action.

4 46. Named Plaintiff requests permission to amend the complaint to include other  
5 individuals as class representatives in the event that Named Plaintiff is deemed not to be an  
6 adequate representative of the Plaintiff Class. Named Plaintiff further requests permission to  
7 amend the complaint to revise the Plaintiff Class definition as appropriate after discovery.

8 47. Wells Fargo knew, or in the exercise of reasonable care should have known, that its  
9 employees open unauthorized accounts. For example:

- 10 a. Customers often enter Wells Fargo's branches to complain about unauthorized  
11 accounts; many victims have even contacted Wells Fargo management by  
12 telephone.
- 13 b. Wells Fargo has access to, and frequently monitors, actions taken on its  
14 computers by employees. Wells Fargo has been put on notice by unusual  
15 activity such as: numerous accounts being opened on January 1, a bank holiday;  
16 numerous unfunded accounts; frequent reopening of closed accounts; and  
17 customer accounts with the only account activity being Wells Fargo fees;
- 18 c. Wells Fargo requires that all new customer accounts be approved by a  
19 branch manager or assistant manager, thereby providing Wells Fargo  
20 management with a clear record of the number and types of accounts opened for  
21 each customer.
- 22 d. Wells Fargo is also aware its daily, weekly and monthly quotas are  
23 unrealistic for employees during normal working hours, since they have  
24 generated numerous complaints and lawsuits by employees.
- 25 e. Online banking accounts are often opened by Wells Fargo with obviously  
26 false customer contact information such as noname@wellsfargo.com.

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Page 22 of 36 09/22/2016 1:37 PM

### GENERAL ALLEGATIONS

1  
2  
3 48. Plaintiffs, who were assigned the task of signing up Defendants' clients with accounts,  
4 were pressured by Defendants to meet aggressive sales quotas daily and monthly. Defendants  
5 strictly enforced and closely monitored sales quota system that made it difficult for Plaintiffs to  
6 keep their jobs without resorting to fraud. Plaintiffs were thus encouraged and directed by  
7 Defendants' managing employees to use various illegal schemes to open accounts fraudulently.  
8 Most commonly fraudulent practice consisted coaching employees to open unauthorized fee  
9 generating accounts and/or secondary accounts for existing customers and often transferred  
10 funds to these accounts from the owners' other accounts, without clients' knowledge or  
11 consent. Plaintiffs who did not follow through with these fraudulent practices were retaliated  
12 against by poor performance reviews, demotions and subsequent terminations under the pretext  
13 of not meeting the sales quotas. Although this policy was known to top executives of  
14 Defendants, Plaintiffs, as bankers, were blamed for harm to clients and retaliated against by  
15 Defendants.

16 49. During the last 10 years, Defendants have demoted and/or terminated Plaintiffs for  
17 failing to meet the sales quotas and engaging commonly practiced fraudulent schemes that  
18 were initiated by the Defendants' management. This practice results in significant monetary  
19 damages to Plaintiffs.

20 50. Wells Fargo further stated in its 2014 Annual Report to the U.S. Securities Exchange  
21 Commission: "we continued to maintain our solid customer relationships across the Company,  
22 with retail banking household cross-sell of 6.17 products per household (November 2014);  
23 Wholesale Banking cross-sell of 7.2 products per relationship (September 2014); and Wealth,  
24 Brokerage and Retirement cross-sell of 10.49 products per retail banking household  
25 (November 2014)." Wells Fargo further stated in that same filing: "We believe there is more  
26 opportunity for cross-sell as we continue to earn more business from our customers. Our goal  
27 is eight products per household . . . ."  
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Page 23 of 36 09/22/2016 1:37 PM

1 51. In order to achieve its goal of eight accounts per household, Wells Fargo puts  
2 unrelenting pressure on its bankers to open numerous accounts per customer.

3 52. Wells Fargo has strict quotas regulating the number of daily "solutions" that its bankers  
4 must reach; these "solutions" include the opening of all new banking and credit card accounts.  
5 Managers constantly hound, berate, demean and threaten employees to meet these unreachable  
6 quotas. Managers often tell employees to do whatever it takes to reach their quotas.

7 53. Employees who do not reach their quotas are often required to work hours beyond their  
8 typical work schedule without being compensated for that extra work time, and/or are  
9 threatened with demotion and/or termination.

10 54. The quotas imposed by Wells Fargo on its employees are often not attainable because  
11 there simply are not enough customers who enter a branch on a daily basis for employees to  
12 meet their quotas through traditional means.

13 55. Wells Fargo's bankers are thus naturally and predictably forced to resort to alternative  
14 means to meet quotas, including using high pressure sales tactics to coerce customers into  
15 opening additional accounts or using inaccurate or misleading information about potential  
16 accounts to induce customers to open them.

17 56. Wells Fargo employees also pressure their own family members and friends to sign up  
18 for accounts to meet their quotas. Some employees report that they have "tapped out" every  
19 family member and friend for accounts. Others report that they spend holiday dinners trying to  
20 convince family members to sign up for accounts. Management encourages employees to  
21 achieve "solutions" through family members. Since these accounts are opened by friends and  
22 family as favors, they are often unfunded, and can result in fees charged by Wells Fargo to its  
23 own employees' families or acquaintances, even for such "zero balance" accounts.

24 57. Employees thus resort to gaming tactics to increase their "solutions," and meet  
25 minimum quotas. Gaming is so ingrained in the business of Wells Fargo that many of the  
26 tactics employed to meet these sky-high quotas have commonly-used names as mentioned  
27 above. Employees were, and are, instructed by management to lie to customers by telling them  
28 that each checking account automatically comes with a savings account, credit card, or other

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Page 24 of 36 09/22/2016 1:37 PM

1 product such as life insurance, and/or "Express Send" (an online program that allows  
2 customers to send money to foreign countries).

3 58. When customers discover an unauthorized account and inquire of Wells Fargo about it,  
4 they are often informed that the products and services came with the authorized accounts  
5 automatically. Even in the face of customer complaints, the "bundling" continues. Customers  
6 who complain about receiving credit cards they did not request are advised by Wells Fargo to  
7 simply destroy the unrequested and unauthorized cards. However, simply destroying these  
8 unauthorized cards does not close the account or repair the impact to a customer's credit  
9 profile.

10 59. Because of Wells Fargo's on-going setting of unrealistic sales goals, Wells Fargo  
11 employees have engaged in, and continue to engage in, other gaming tactics, including:

- 12 a. Making misrepresentations to customers to get them to open additional  
13 accounts such as falsely stating: "you will incur a monthly fee on your checking  
14 account until you add a savings account."
- 15 b. Misrepresenting that additional accounts do not have monthly fees, when  
16 they actually do incur such fees.
- 17 c. Referring unauthorized, and therefore unfunded, accounts to collections  
18 because Wells Fargo's practices cause the accounts to have negative balances.
- 19 d. Targeting individuals holding Mexican Matriculada Consular cards  
20 because the lack of a Social Security Number makes it easier to open numerous  
21 fraudulent accounts. Wells Fargo employees provide false information to  
22 complaining customers, and advise many of these victims to ignore the  
23 unauthorized fees and letters from collection agencies because the lack of a  
24 Social Security number means the debt will not affect them.
- 25 e. Advising customers who do not want credit cards that they will be sent a  
26 credit card anyway, and to just tear it up when they receive it.

27 60. Employees could easily meet their sales quotas if they engaged in these illegal,  
28 fraudulent and improper sales tactics. Therefore, to encourage these fraudulent actions, Wells



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Page 25 of 36 09/22/2016 1:37 PM

1 Fargo implemented its sales quota system. As a result, when employees failed to engage in  
2 these behaviors, Wells Fargo illegally retaliated against them under the guise of stating that  
3 they did not meet their sales quota. Therefore, all employees who were demoted or fired  
4 because they did not meet this sales quota were effectively demoted or fired because they  
5 refused to participate and / or opposed to engage in fraudulent activity to meet those quotas as  
6 was expected of them.

7 61. California has strict laws against making false financial statements.

8 62. It is unlawful to use another's personal data for illegal purposes: "[E]very person who  
9 willfully obtains personal identifying information . . . of another person, and uses that  
10 information for any unlawful purpose, including to obtain, or attempt to obtain, credit, goods,  
11 services, real property, or medical information without the consent of that person, is guilty of a  
12 public offense . . ." (Penal Code § 530.5(a).) Pursuant to the Penal Code: "personal identifying  
13 information" includes " name, address, telephone number, health insurance number, taxpayer  
14 identification number, school identification number, state or federal driver's license, or  
15 identification number, social security number, place of employment, employee identification  
16 number, professional or occupational number, mother's maiden name, demand deposit account  
17 number, savings account number, checking account number, PIN (personal identification  
18 number) or password, alien registration number, government passport number, [and] date of  
19 birth." (Penal Code § 530.55(b))

20 63. In California, if a business is in possession of "computerized data that includes personal  
21 information," that business "shall disclose any breach of the security of the system following  
22 discovery or notification of the breach in the security of the data to any resident of  
23 California whose unencrypted personal information was, or is reasonably believed to have  
24 been, acquired by an unauthorized person." (Civil Code § 1798.82(a)). "[P]ersonal  
25 information" includes: "[a]n individual's first name or first initial and last name," along with  
26 one or more of the following: Social Security number; driver's license number or California  
27 identification card number; account number, credit or debit card number "in combination with  
28 any required security code, access code, or password that would permit access to an

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Page 26 of 36 09/22/2016 1:37 PM

1 individual's financial account;" medical information; or health insurance information. (Civil  
2 Code § 1798.82(h)(1).) "Personal information" also includes: "[a] user name or email address,  
3 in combination with a password or security question and answer that would permit access to an  
4 online account." (Civil Code § 1798.82(h)(2).) For purposes of this law, "breach of the security  
5 system" refers to "unauthorized acquisition of computerized data that compromises the  
6 security, confidentiality, or integrity of personal information maintained by the person or  
7 business." (Civil Code § 1798.82(g).)

8 64. It is illegal to knowingly access and without permission use "any data, computer,  
9 computer system, or computer network in order to either (A) devise or execute any scheme or  
10 artifice to defraud, deceive, or extort or (B) wrongfully control or obtain money, property, or  
11 data." (Penal Code § 502(c)(1).)

12 65. Furthermore, it is unlawful to knowingly access and without permission: "take[],  
13 cop[y], or make[] use of any data from a computer, computer system, or computer network . .  
14 whether existing or residing internal or external to a computer, computer system, or computer  
15 network." (Penal Code § 502(c)(2).)

16 66. Under the California Penal Code "the word 'person' includes a corporation as well as a  
17 natural person." (Penal Code § 7)

18 67. Pursuant to the Gramm-Leach-Bliley Act, 15 United States Code section 6801, *et seq.*,  
19 and the rules and regulations promulgated thereunder, financial institutions have a duty to keep  
20 and protect the personal information of their customers from unauthorized access or misuse.  
21 When an "institution determines that misuse of its information has occurred or is reasonably  
22 possible, it should notify the affected customer as soon as possible. (70 Fed. Reg. 1575; 12  
23 C.F.R. Part 30, App. B.)

24 68. It is also illegal to engage in Securities Fraud by boosting stock prices as a result of  
25 conduct which one knows to be fraudulent, such as the scam perpetrated by Wells Fargo as  
26 stated above.

27  
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Page 27 of 36 09/22/2016 1:37 PM

**FIRST CAUSE OF ACTION**  
**[Termination, Retaliation and Other Conduct in**  
**Violation of California Labor Code § 1102.5]**

69. Plaintiffs hereby incorporate each and every allegation contained above, and re-allege said allegations as if fully set forth herein.

70. In doing the things herein alleged, and as otherwise will be proven at trial, Defendants, and each of them, violated *Labor Code* § 1102.5, which provides, in part, that:

“ (a) An employer may not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(b) An employer may not retaliate against an employee for disclosing information to a government or law enforcement agency, where the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(c) An employer may not retaliate against an employee for refusing to participate in an activity that would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation.

(d) An employer may not retaliate against an employee for having exercised his or her rights under subdivision (a), (b), or (c) in any former employment.”

71. By terminating class members in retaliation for not opening unauthorized accounts to meet sales quotas, Defendants, and each of them, violated *Labor Code* § 1102.5. Class

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Page 28 of 36 09/22/2016 1:37 PM

1 members were all coached, encouraged and expected to engage in fraudulent acts that violated  
2 the laws set forth above to achieve the unrealistic sales quotas that were set forth by Wells  
3 Fargo. Wells Fargo effectively retaliated against all employees such as Named Plaintiffs who  
4 were given quotas but did not engage in fraudulent acts that violated the laws set forth above as  
5 was demanded of them.

6 72. By refusing to engage in "gaming" to meet quotas, the Plaintiffs opposed the illegal  
7 scam that was being perpetrated by Wells Fargo, from the CEO down.

8 73. Because it was impossible to consistently meet a quota without engaging in "gaming",  
9 as Wells Fargo now recognizes, Class Members who opposed or otherwise did not engage in  
10 the fraudulent acts that violated the laws set forth above could not meet their quotas on a  
11 consistent basis and were therefore demoted and/or fired for not engaging in / opposing  
12 behavior that violates the law.

13 74. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered  
14 damages, including, but not limited to, lost past and future wages and benefits and mental  
15 anguish and emotional suffering, all in an amount to be proven at trial and in excess of the  
16 jurisdictional minimum of this court.

17 75. In doing the things herein alleged, Defendants were guilty of oppression, fraud and  
18 malice in that they, among other things, acted with a willful and conscious disregard for  
19 Plaintiffs' rights, insofar as the things alleged were attributable to employees of Defendants,  
20 said employees were employed with a conscious disregard for the rights of others and/or  
21 Defendants authorized or ratified the wrongful conduct and/or there was advance knowledge,  
22 conscious disregard, authorization, ratification or act of oppression, fraud or malice on the part  
23 of an officer, director or managing agent of Defendants all entitling Plaintiffs to the recovery of  
24 exemplary and punitive damages.

25  
26  
27  
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Page 29 of 36 09/22/2016 1:37 PM

**SECOND CAUSE OF ACTION****[Wrongful Termination in Violation of Public Policy]**

76. Plaintiffs hereby incorporate each and every allegation contained above, and re-allege said allegations as if fully set forth herein.

77. The public policy of the State of California, as codified, expressed and mandated in *Labor Code* § 1102.5 and other applicable law is to prohibit employers from: (1) implementing policies preventing employees from disclosing reasonably based suspicions of violations of state or federal statutes; (2) retaliating against employees who have disclosed reasonably based suspicions of violations of state or federal statutes to government agencies; and (3) retaliating against employees who oppose or refuse to participate in activities that they reasonably believe would result in violations of state or federal statutes. This public policy of the State of California is designed to protect all employees and to promote the welfare and well-being of the community at large.

78. By opposing / refusing to engage in "gaming" to meet their quotas, the Plaintiffs were engaging in protected activity and opposing practices that were violating the law. The Defendants' termination / demotion of the Plaintiffs for engaging in protected activity are in direct violation of the public policies which are codified and made illegal by the actions express in paragraphs 62-69 above (i.e. Securities Fraud, Data Breach, False Financial Statements, etc.).

79. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages, including, but not limited to, lost past and future wages and benefits and mental anguish and emotional suffering, all in an amount to be proven at trial and in excess of the jurisdictional minimum of this court.

80. In doing the things herein alleged, Defendants were guilty of oppression, fraud and malice in that they, among other things, acted with a willful and conscious disregard for Plaintiffs' rights, insofar as the things alleged were attributable to employees of Defendants, said employees were employed by Defendants with advance knowledge of the unfitness of the employees and/or they were employed with a conscious disregard for the rights of others

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Page 30 of 36 09/22/2016 1:37 PM

1 and/or Defendants authorized or ratified the wrongful conduct and/or there was advance  
2 knowledge, conscious disregard, authorization, ratification or act of oppression, fraud or malice  
3 on the part of an officer, director or managing agent of Defendants all entitling Plaintiffs to the  
4 recovery of exemplary and punitive damages.

5  
6 **THIRD CAUSE OF ACTION**

7 **Unlawful Business Practices**

8 **[Violation of Business & Professions Code §§17200 and 17203]**

9 81. Plaintiffs hereby incorporate each and every allegation contained above, and re-allege  
10 said allegations as if fully set forth herein.

11 82. At all material times, Plaintiff Class are and were affected with injuries in fact within  
12 the meaning of Business & Professions Code §17204.

13 83. Plaintiffs allege, on information and belief, that during the last ten years and to the  
14 present date, Defendants knowingly engaged in unlawful business practices and unlawful labor  
15 practices by firing / demoting each member of the Plaintiff Class as described above in order to  
16 achieve their fraudulent scam and goal of forcing employees to meet sales quotas through  
17 fraudulent and unethical means.

18 84. By firing and/or demoting Plaintiff Class members who did not engage in / opposed  
19 "gaming" and other illegal acts, Wells Fargo consolidated its power and reinforced its illegal  
20 scheme of forcing all other employees to engage in illegal acts to meet sales quotas by any  
21 means necessary.

22 85. The acts of the Defendants, as herein alleged, constitute unlawful, unfair and fraudulent  
23 business practices in that they terminated Plaintiffs for retaliatory reasons under the pretextual  
24 reasons of not meeting sales quotas.

25 86. Defendants' violation of law, as alleged herein, constitutes unlawful business practices  
26 because such violations were done in a systematic manner and under the color of a business  
27 decision to the detriment of Plaintiff Class.  
28

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Page 31 of 36 09/22/2016 1:37 PM

1 87. Defendants' acts and practices, as alleged herein, constitute a continuing and ongoing  
2 unfair and/or unlawful business activity defined by Business & Professions Code §17200, and  
3 justify restitution, and other equitable relief pursuant to Business & Professions Code §17203.

4 88. As a result of Defendants' unlawful, unfair, and fraudulent business practices, and  
5 unfair competition within the meaning of the Business and Professions Code §17200 *et seq.*,  
6 Plaintiffs have suffered the loss and enjoyment of their lawful property in the form of wages  
7 and other compensation, all to be proved at time of trial.

8 89. As a result of the unfair business practices of Defendants as alleged herein, Plaintiffs  
9 are entitled to compensations for damages.

10 90. Plaintiffs have incurred and, during the pendency of this action, will continue to incur  
11 expenses for attorney's fees and costs herein. Such attorney's fees and costs are necessary for  
12 the prosecution of this action and will result in a benefit to Plaintiffs and other individuals  
13 lawfully classified as bona fide employees in California. Plaintiffs are, therefore, entitled to  
14 reasonable attorney's fees under California Code of Civil Procedure §1021.5.

15 **FOURTH CAUSE OF ACTION**

16 **[Failure to pay wages, overtime, penalties as set forth in CA Labor Code]**

17 **On behalf of Named Plaintiff 2 ONLY.**

18 91. Plaintiffs hereby incorporate each and every allegation contained above, and re-allege  
19 said allegations as if fully set forth herein.

20 92. Named Plaintiff 2, was forced to stay past closing and after working 8 hours a day to  
21 work overtime in order to satisfy his quota on occasion. Wells Fargo required Named Plaintiff  
22 2 to work off the clock to meet his quota or else be fired. Wells Fargo did not ever pay Named  
23 Plaintiff 2 for such work. Named Plaintiff 2 represents the "Wage and Hour Class Plaintiffs"  
24 which is defined as all California employees of Wells Fargo over the past 10 years who were  
25 similarly situated to Named Plaintiff 2 and did not receive all wages owed to them whether due  
26 to violations of Labor code §§270, 203, 204, 216, 510, 558, 1194, 2704, or 1198 because of the  
27 requirement to stay overtime and fulfill sales quotas.  
28

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Page 32 of 36 09/22/2016 1:37 PM

1 93. Labor Code section 200 broadly defines "wages" to include "all amounts for labor  
2 performed by employees of every description, whether the amount is fixed or ascertained by the  
3 standard of time, task, piece, commission basis, or other method of calculation..."

4 94. Notwithstanding the duties imposed upon the Defendants by the provisions of this law,  
5 by withholding monies owed to Wage and Hour Class Plaintiffs as described above, Wage and  
6 Hour Class Plaintiffs have suffered the injuries and damages set forth hereinafter.

7 95. During the last four years, and at all relevant times in this Complaint, Defendants  
8 required Wage and Hour Class Plaintiffs to perform labor for which Wage and Hour Class  
9 Plaintiffs were not paid wages.

10 96. The acts described in this complaint were authorized and ratified by the Defendants'  
11 officers, directors, managerial and supervisory employees when they participated in the above  
12 mentioned discriminatory practices and/or ratified the conduct of the Defendants' employees as  
13 against Plaintiffs when they failed to take preventative measures or remedial measures after  
14 receipt of knowledge of the unlawful practices.

15 97. The acts described in this complaint were done in a malicious, fraudulent and oppressive  
16 manner with full knowledge that these acts were in violation of the law and otherwise in  
17 conscious disregard of the Wage and Hour Class Plaintiffs' rights entitling plaintiffs to an award  
18 of punitive damages pursuant to Civil Code Section 3294, in an amount sufficient to punish and  
19 set an example of Defendants for their conduct and to deter them from the commission of  
20 similar acts in the future. The exact amount of punitive damages is currently un-ascertained but  
21 which will be shown according to proof at the time of trial herein.

22 98. As a direct and proximate result of the conduct of the Defendants, the Wage and Hour  
23 Class Plaintiffs have suffered and continue to suffer emotional distress, anxiety, humiliation,  
24 embarrassment and damage to their reputation and career which will be shown according to  
25 proof at the time of trial herein.

26 99. As a direct and proximate result of the conduct of the Defendants, the Wage and Hour  
27 Class Plaintiff have suffered loss of earnings and other employment benefits the exact amount  
28



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Page 33 of 36 09/22/2016 1:37 PM

1 which is currently not ascertained but which will be shown according to proof at the time of  
2 trial herein.

3 100. As a direct and proximate result of the conduct of the Defendants, the Wage and Hour  
4 Class Plaintiffs have incurred attorney's fees and costs to Wage and Hour Class Plaintiffs'  
5 further damage and detriment in an amount which is currently not ascertained but which will be  
6 shown according to proof at the time of trial herein.

7 101. Wage and Hour Class Plaintiffs are entitled to recover attorney's fees and costs pursuant  
8 to the provisions of California Labor Code section 218.5 which states, "In any action brought  
9 for the nonpayment of wages, fringe benefits, or health and welfare or pension fund  
10 contributions, the court shall award reasonable attorney's fees and costs to the prevailing party if  
11 any party to the action requests attorney's fees and costs upon the initiation of the action."

12  
13  
14 WHEREFORE, Plaintiffs pray for relief as set forth below.  
15

16 //

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24 //

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## PRAAYER FOR JUDGMENT

2. Plaintiff prays for judgment as follows:

1. General, compensatory, and statutory damages in amounts to be proven at trial;
2. For punitive damages according to proof at trial;
3. For injunctive relief;
4. For reasonable attorneys' fees, expert witness fees, and other litigation expenses;
5. For all statutory penalties as provided under the applicable sections of the California Labor Code;
6. For other appropriate relief under Business and Professions Code §§17203 and 17535;
7. For costs of suit;
8. For such other relief as the Court deems just and proper; and
9. Total damages of \$2,600,000,000 and possibly more, according to proof.

16 Dated: September 22, 2016

Law Offices of Jonathan J. Delshad

g d n e

By: Jonathan J. Delshad, Esq.  
Attorney for Plaintiffs

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11663 Sanotelle Blvd. Suite 220  
Los Angeles, CA 90025

0312212015

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Law Offices of Jonathan J. Delshad Jonathan J. Delshad SBN 246176 1663 Sawtelle Blvd., Suite 220 Los Angeles, CA 90025 TELEPHONE NO.: 424-255-8376 FAX NO.: 424-256-7899 ATTORNEY FOR (Name): ALEXANDER POLONSKY		FOR COURT USE ONLY  <b>FILED</b> Los Angeles Superior Court  <b>SEP 22 2016</b>  Sherri R. Carter, Executive Officer/Clerk By: <u>Dawn Alexander</u> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 N. Hill St. MAILING ADDRESS: 111 N. Hill St. CITY AND ZIP CODE: Los Angeles CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NAME: <b>POLONSKY v. WELLS FARGO BANK &amp; COMPANY, et al.</b>	
<b>CIVIL CASE COVER SHEET</b> <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		<b>Complex Case Designation</b> <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: <b>BC 634475</b> JUDGE: DEPT:	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

<b>Auto Tort</b> <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) <b>Other P/DPD/WD (Personal Injury/Property Damage/Wrongful Death) Tort</b> <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/DPD/WD (23) <b>Non-PI/DPD/WD (Other) Tort</b> <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/DPD/WD tort (35) <b>Employment</b> <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	<b>Contract</b> <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) <b>Real Property</b> <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) <b>Unlawful Detainer</b> <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) <b>Judicial Review</b> <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	<b>Provisionally Complex Civil Litigation</b> (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) <b>Enforcement of Judgment</b> <input type="checkbox"/> Enforcement of judgment (20) <b>Miscellaneous Civil Complaint</b> <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) <b>Miscellaneous Civil Petition</b> <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--	--	---

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- |  |  |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties   | d. <input checked="" type="checkbox"/> Large number of witnesses   |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence   | f. <input type="checkbox"/> Substantial postjudgment judicial supervision  |

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary, declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): 4

5. This case ☒ is ☐ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 9-22-16  
 Jonathan J. Delshad

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

## NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

CM-010

## INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

**To Plaintiffs and Others Filing First Papers.** If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

**To Parties in Rule 3.740 Collections Cases.** A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

**To Parties in Complex Cases.** In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

## CASE TYPES AND EXAMPLES

## Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death  
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)

## Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)  
Asbestos Property Damage  
Asbestos Personal Injury/Wrongful Death  
Product Liability (not asbestos or toxic/environmental) (24)  
Medical Malpractice (45)  
Medical Malpractice—Physicians & Surgeons  
Other Professional Health Care Malpractice  
Other PI/PD/WD (23)  
Premises Liability (e.g., slip and fall)  
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)  
Intentional Infliction of Emotional Distress  
Negligent Infliction of Emotional Distress  
Other PI/PD/WD

## Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)  
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)  
Defamation (e.g., slander, libel) (13)  
Fraud (16)  
Intellectual Property (19)  
Professional Negligence (25)  
Legal Malpractice  
Other Professional Malpractice (not medical or legal)  
Other Non-PI/PD/WD Tort (35)

## Employment

Wrongful Termination (36)  
Other Employment (15)

## Contract

Breach of Contract/Warranty (06)  
Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)  
Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)  
Negligent Breach of Contract/Warranty  
Other Breach of Contract/Warranty  
Collections (e.g., money owed, open book accounts) (09)  
Collection Case—Seller Plaintiff  
Other Promissory Note/Collections Case  
Insurance Coverage (not provisionally complex) (18)  
Auto Subrogation  
Other Coverage  
Other Contract (37)  
Contractual Fraud  
Other Contract Dispute

## Real Property

Eminent Domain/Inverse Condemnation (14)  
Wrongful Eviction (33)  
Other Real Property (e.g., quiet title) (26)  
Writ of Possession of Real Property  
Mortgage Foreclosure  
Quiet Title  
Other Real Property (not eminent domain, landlord/tenant, or foreclosure)

## Unlawful Detainer

Commercial (31)  
Residential (32)  
Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)

## Judicial Review

Asset Forfeiture (05)  
Petition Re: Arbitration Award (11)  
Writ of Mandate (02)  
Writ—Administrative Mandamus  
Writ—Mandamus on Limited Court Case Matter  
Writ—Other Limited Court Case Review  
Other Judicial Review (39)  
Review of Health Officer Order  
Notice of Appeal—Labor Commissioner Appeals

## Provisionally Complex Civil Litigation (Cal.

Rules of Court Rules 3.400–3.403)  
Antitrust/Trade Regulation (03)  
Construction Defect (10)  
Claims Involving Mass Tort (40)  
Securities Litigation (28)  
Environmental/Toxic Tort (30)  
Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)

## Enforcement of Judgment

Enforcement of Judgment (20)  
Abstract of Judgment (Out of County)  
Confession of Judgment (non-domestic relations)  
Sister State Judgment  
Administrative Agency Award (not unpaid taxes)  
Petition/Certification of Entry of Judgment on Unpaid Taxes  
Other Enforcement of Judgment Case

## Miscellaneous Civil Complaint

RICO (27)  
Other Complaint (not specified above) (42)  
Declaratory Relief Only  
Injunctive Relief Only (non-harassment)  
Mechanics Lien  
Other Commercial Complaint Case (non-tort/non-complex)  
Other Civil Complaint (non-tort/non-complex)

## Miscellaneous Civil Petition

Partnership and Corporate Governance (21)  
Other Petition (not specified above) (43)  
Civil Harassment  
Workplace Violence  
Elder/Dependent Adult Abuse  
Election Contest  
Petition for Name Change  
Petition for Relief From Late Claim  
Other Civil Petition

SHORT TITLE:

POLONSKY v. WELLS FARGO BANK &amp; COMPANY, et al.

CASE NUMBER

BC 634475

**CIVIL CASE COVER SHEET ADDENDUM AND  
STATEMENT OF LOCATION  
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

**Item I.** Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 8-10 ☐ HOURS/ ☒ DAYS

**Item II.** Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

**Step 1:** After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

**Step 2:** Check one Superior Court type of action in Column B below which best describes the nature of this case:

**Step 3:** In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

**Applicable Reasons for Choosing Courthouse Location (see Column C below)**

- Class actions must be filed in the Stanley Mosk Courthouse, central district.
- May be filed in central (other county, or no bodily injury/property damage).
- Location where cause of action arose.
- Location where bodily injury, death or damage occurred.
- Location where performance required or defendant resides.
- Location of property or permanently garaged vehicle.
- Location where petitioner resides.
- Location wherein defendant/respondent functions wholly.
- Location where one or more of the parties reside.
- Location of Labor Commissioner Office.

**Step 4:** Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.) <input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4. 1., 3. 1., 4.

SHORT TITLE:

POLONSKY v. WELLS FARGO BANK &amp; COMPANY, et al.

CASE NUMBER

Non-Personal Injury/Property  
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input checked="" type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE:

POLONSKY v. WELLS FARGO BANK &amp; COMPANY, et al.

CASE NUMBER

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

910777750  
Miscellaneous  
Civil Petitions

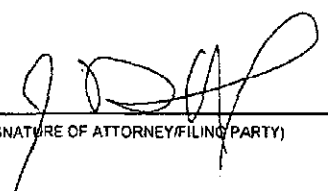
SHORT TITLE: <b>POLONSKY v. WELLS FARGO BANK &amp; COMPANY, et al.</b>	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

<b>REASON:</b> Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case.  <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 25662 The Old Rd
CITY: Stevenson Ranch	STATE: CA	ZIP CODE: 91381

Item IV. Declaration of Assignment I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: 9-22-16

  
 (SIGNATURE OF ATTORNEY/FILING PARTY)

**PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:**

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

09/22/2016