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CHON. AMY D. HOBUE

FILED
Los Angeles Superior Court

SEP 22 2016

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

11 **BC 6 3 4 4 7 5**

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

15 Case No.:
16 **CLASS ACTION COMPLAINT FOR:**

17 Plaintiffs,

18 vs.

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

- 23 1. **WRONGFUL**
24 **TERMINATION/RETALIATION**
25 **IN VIOLATION OF CALIFORNIA**
26 **LABOR CODE § 1102.5;**
- 27 2. **WRONGFUL TERMINATION IN**
28 **VIOLATION OF PUBLIC POLICY;**
- 1 **VIOLATION OF BUSINESS &**
2 **PROFESSIONAL CODE §§17200**
3 **and 17203 – UNLAWFUL**
4 **BUSINESS PRACTICES**
- 5 **FAILURE TO PAY WAGES.**

6 Defendants.

7 **JURY TRIAL DEMANDED**

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

CIT/CASE#: BC634475
LEA/DEF#:
RECEIPT #: CH481620033
DATE PAID: 09/22/16 02:59 PM
PAYMENT: \$1,435.00 310
RECEIVED:
CHECK: \$0.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$1,435.00

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PARTIES

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

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

INTRODUCTION TO THE CLAIMS

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

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

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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 conscious 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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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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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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1 22. Wells Fargo has known about and encouraged these practices for years. Wells Fargo
 2 encouraged bankers to systematically and uniformly open illegal accounts without clients'
 3 authorization. Wells Fargo would uniformly and consistently train managers to provide
 4 bankers with a pre-signed application and encourage bankers to open as many accounts as
 5 possible under such pre-signed application. Wells Fargo fired or demoted employees who
 6 failed to meet unrealistic quotas while at the same time providing promotions to employees
 7 who met these quotas by opening fraudulent accounts. Through these illegal and systematic
 8 practices, the common scheme of opening fraudulent accounts happened at each and every
 9 Wells Fargo branch without exception.

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

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

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

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

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

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

4
 5 30. Wells Fargo has rewarded employees for these "gaming" practices. Wells Fargo has
 6 encouraged gaming by promoting those who "gamed" customers the most to positions of
 7 authority and thereby and perpetuating the problem. Worst of all, employees who did not
 8 "game" were surely demoted and / or fired. Once it became public knowledge that Wells
 9 Fargo was encouraging illegal behavior by terminating or demoting employees for not meeting
 10 the quota, Wells Fargo ceased to use the quota. However those employees who lost their job as
 11 a result of not engaging in illegal activity to meet quotas were never compensated.

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

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

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

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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 party
 24 within Los Angeles County and some of the wrongful acts complained of occurred in Los
 25 Angeles County.
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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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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
 5 C. Whether, as a result of Wells Fargo's conduct, Plaintiffs and the Class have suffered
 6 damages; and if so, the appropriate amount thereof; and

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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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 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.
 28

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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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GENERAL ALLEGATIONS

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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"
28

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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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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

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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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.

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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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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.

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

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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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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 **THIRD CAUSE OF ACTION**

6 **Unlawful Business Practices**

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

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

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

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

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

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

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

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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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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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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."

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14 WHEREFORE, Plaintiffs pray for relief as set forth below.
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PRAYER FOR JUDGMENT

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2 Plaintiff prays for judgment as follows:

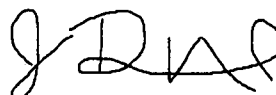
- 3 1. General, compensatory, and statutory damages in amounts to be proven at trial;
- 4 2. For punitive damages according to proof at trial;
- 5 3. For injunctive relief;
- 6 4. For reasonable attorneys' fees, expert witness fees, and other litigation expenses;
- 7 5. For all statutory penalties as provided under the applicable sections of the California

8 Labor Code;

- 9 6. For other appropriate relief under Business and Professions Code §§17203 and 17535;
- 10 7. For costs of suit;
- 11 8. For such other relief as the Court deems just and proper; and
- 12 9. Total damages of \$2,600,000,000 and possibly more, according to proof.

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16 Dated: September 22, 2016

17 Law Offices of Jonathan J. Delshad

18 

19
20
21 By: Jonathan J. Delshad, Esq.
22 Attorney for Plaintiffs

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9107/22/160

From: Jonathan delshad

Fax: (424) 256-7899

To: Stanley Mosk Civil Filin; Fax: +12136253244

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EXHIBIT 1

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WELLS
FARGO

Wells Fargo Recruiting

Banker Assessment Presentation

Purpose of the "Sell Our Products" Activity:

As a Personal Banker in our stores, you will be responsible for selling various banking products to customers (both existing customers and new customers). It is important as a Personal Banker not only to know our products but also to be able to voice the benefits they provide. In doing so, you will be able to provide the best service to our customers by offering products that best fits their financial needs. In addition to this, being able to address and overcome customer objections is important.

Presentation Guidelines:

The following are instructions on what to do and what to expect for the presentation portion of your interview. The 5-7 minute presentation will be given standing up in front of Wells Fargo managers. Please feel free to enrich the presentation with the use of visual aids, brochures, handouts, etc. Additionally, there may be questions from the managers regarding your presentation:

Instructions:

1. Go to the www.wellsfargo.com website and/or visit any of our local stores to pick up information from the displays and learn about the different products and services Wells Fargo offers.
2. Review and learn about our products and services.
3. Select three banking products (e.g. Checking, Savings, Online Banking, Bill Pay, Equity loans/lines, etc.) that you will research in further detail to decide how to sell.
4. Prepare a 5-7 minute (max) presentation on how you would go about selling these three banking products to a new customer. Include in this presentation details on how you would overcome objections from a potential customer who is currently banking with another financial institution and is receiving a product, service or benefit from our competitor that we don't offer.

09/22/2016

Together we'll go far



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 FILED Los Angeles Superior Court SEP 22 2016 Sherri R. Carter, Executive Officer/Clerk By <u>Dawn Alexander</u> Deputy Dawn Alexander
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: POLONSKY v. WELLS FARGO BANK & COMPANY, et al.
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
		CASE NUMBER: BC 634475 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:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46)	Contract <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)	Provisionally Complex Civil Litigation (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)
Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23)	Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26)	Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20)
Non-PI/PD/WD (Other) Tort <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/PD/WD tort (35)	Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38)	Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42)
Employment <input checked="" type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Judicial Review <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)	Miscellaneous Civil Petition <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.

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

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SHORT TITLE:

POLONSKY v. WELLS FARGO BANK & 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)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. 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.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/Wrongful Death Tort	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.
Employment	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.
Contract	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.
Real Property	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.	

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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.

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Miscellaneous
Civil Petitions

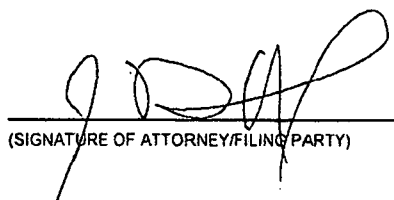
SHORT TITLE: POLONSKY v. WELLS FARGO BANK & COMPANY, et al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on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

REASON: 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.

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