

1 **Todd M. Friedman (216752)**
 2 **Adrian R. Bacon (280332)**
 3 **Law Offices of Todd M. Friedman, P.C.**
 4 **21550 Oxnard St., Suite 780**
 5 **Woodland Hills, CA 91367**
 6 **Phone: 877-206-4741**
 7 **Fax: 866-633-0228**
 8 **tfriedman@toddfllaw.com**
 9 **abacon@toddfllaw.com**
 10 **Attorneys for Plaintiffs, Donald Allen and Portia Allen**

7 **IN THE UNITED STATES DISTRICT COURT**
 8 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**

9 **DONALD ALLEN and PORTIA**
 10 **ALLEN, individually, and on behalf**
 11 **of all others similarly situated,**
 12 **Plaintiffs,**
 13 **vs.**
 14 **WELLS FARGO & COMPANY,**
 15 **Defendant.**

Case No. **'17CV333 AJB RBB**

CLASS ACTION COMPLAINT

- (1) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17500 *et seq.*); and
- (2) Violation of Unfair Competition Law (Cal. Business & Professions Code §§ 17200 *et seq.*)

Jury Trial Demanded

18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs Donald Allen and Portia Allen (“Plaintiffs”), individually and on
2 behalf of all other members of the public similarly situated, allege as follows:

3 **NATURE OF THE ACTION**

4 1. Plaintiffs bring this class action Complaint against Defendant
5 WELLS FARGO & COMPANY (hereinafter “Defendant”) to stop Defendant’s
6 practice of fraudulently opening bank accounts under its account holders’ names
7 without permission in order illegally benefit from them and to obtain redress for
8 all California account holders (“Class Members”) who were represented to
9 receive a free account with Defendant when purchasing the account, within the
10 applicable statute of limitations period, but in fact received a different account in
11 which they had funds deducted from their account on a reoccurring basis each
12 month (hereinafter collectively referred to as the “Class Products”).

13 2. Defendant is a Delaware corporation and is bank engaged in the sale
14 and advertising of banking related services with its headquarters and a large
15 share of its business done in California.

16 3. Defendant represents to its account holders that it provides minor
17 savings accounts to its account holders at no cost.

18 4. Plaintiffs and others similarly situated obtained these accounts from
19 Defendant.

20 5. Defendant misrepresented and falsely advertised to Plaintiffs and
21 others similarly situated that the account would be free of charge with no fees
22 whatsoever, but in fact Defendant would regularly convert these accounts to
23 adult checking accounts and begin deducting fees on a recurring basis each
24 month without any permission or authorization to do so from the customer.

25 6. Defendant’s misrepresentations to Plaintiffs and others similarly
26 situated caused them to obtain these accounts, which Plaintiffs and others
27 similarly situated would not have opened absent these misrepresentations by
28

1 Defendant and its employees. In so doing, Defendant has violated California
2 consumer protection statutes.

3 **JURISDICTION AND VENUE**

4 7. This class action is brought pursuant to Federal Rule of Civil
5 Procedure 23. All claims in this matter arise exclusively under California law.

6 8. This matter is properly venued in the United States District Court
7 for the SOUTHERN District of California, in that Plaintiff opened the account
8 and resides in the SOUTHERN District of California and Defendant does
9 business, inter alia, in the SOUTHERN District of California.

10 9. There is original federal subject matter jurisdiction over this matter
11 because Plaintiff, a resident of California, seeks relief on behalf of a Class,
12 which will result in at least one class member belonging to a different state than
13 that of Defendant, a company that does business in the state of California.
14 Plaintiff also seeks up to \$1,500.00 in damages for each call in violation of the
15 TCPA, which, when aggregated among a proposed class in the thousands,
16 exceeds the \$5,000,000.00 threshold for federal court jurisdiction. Therefore,
17 both diversity jurisdiction and the damages threshold under the Class Action
18 Fairness Act of 2005 (“CAFA”) are present, and this Court has jurisdiction.

19 **THE PARTIES**

20 10. Plaintiffs Donald Allen and Portia Allen are citizens and residents of
21 the State of California, County of San Diego.

22 11. Defendant WELLS FARGO & COMPANY is a corporation with its
23 principal place of business located in Delaware and headquarters in California.
24 Defendant is a Delaware Corporation. Defendant conducts a large share of its
25 business within California.

26 12. Plaintiffs are informed and believes, and thereon alleges, that each
27 and all of the acts and omissions alleged herein were performed by, or is
28

1 attributable to, Defendant and/or its employees, agents, and/or third parties
2 acting on its behalf, each acting as the agent for the other, with legal authority to
3 act on the other's behalf. The acts of any and all of Defendant's employees,
4 agents, and/or third parties acting on its behalf, were in accordance with, and
5 represent, the official policy of Defendant.

6 13. Plaintiffs are informed and believe, and thereon allege, that said
7 Defendant is in some manner intentionally, negligently, or otherwise responsible
8 for the acts, omissions, occurrences, and transactions of each and all its
9 employees, agents, and/or third parties acting on its behalf, in proximately
10 causing the damages herein alleged.

11 14. At all relevant times, Defendant ratified each and every act or
12 omission complained of herein. At all relevant times, Defendant, aided and
13 abetted the acts and omissions as alleged herein.

14 **PLAINTIFFS' FACTS**

15 15. In or around May of 2010 Plaintiffs went to Defendant's location
16 located at 930 S. Santa Fe Ave., Vista, CA 92804, and opened a free minor bank
17 account for Donald Allen.

18 16. Defendant represented, through oral and written statements, that
19 Plaintiff Portia Allen could open up an account for her minor son Plaintiff
20 Donald Allen at no cost.

21 17. Relying on the assurance that the account would be at no cost,
22 Plaintiff Portia Allen decided to sign off on the account for Plaintiff Donald
23 Allen who was a minor at the time. Plaintiff Portia Allen opened the account
24 because of the assurance that there would be no charges associated with the
25 account and that the account would be free.

26 18. However, around May of 2012, Defendant converted the account,
27 without either Plaintiffs permission or authorization, into a jointly owned
28

1 checking and savings account and began charging Plaintiffs approximately
2 fourteen dollars per month in fees on a reoccurring basis every month for each
3 account.

4 19. Defendant continued to deduct funds from Plaintiffs account on a
5 reoccurring basis until at least 2015. During this time, Plaintiffs closed this
6 account with hundreds of dollars in it, which Defendant never provided back to
7 Plaintiffs and instead took from Plaintiffs.

8 20. Upon learning this, Plaintiffs felt ripped off and cheated by
9 Defendant.

10 21. Such sales tactics rely on falsities and have a tendency to mislead
11 and deceive a reasonable consumer.

12 22. Defendant expressly represented to Plaintiffs, through written and
13 oral statements, that the account would be free and without costs or fees.

14 23. Plaintiffs allege that such representations were part of a common
15 scheme to mislead account holders and incentivize them to open accounts so that
16 Defendant could charge them fees without permission.

17 24. In opening an account with Defendant, Plaintiffs relied upon
18 Defendant's representations that the account would be free.

19 25. Such representations were clearly false evidenced by the charges
20 and fees deducted from Plaintiffs' account.

21 26. Plaintiffs would not have opened the account if they knew that the
22 above-referenced statements made by Defendant were false.

23 27. Had Defendant properly advertised, and represented the Class
24 Products, Plaintiffs would not have opened the account.

25 28. Defendant benefited from falsely advertising the account. Plaintiffs
26 received nothing for giving their money to Defendant. Defendant benefited on
27 the loss to Plaintiffs and provided nothing of benefit to Plaintiffs in exchange.
28

1 29. Had Defendant properly advertised and represented the Class
2 Products, no reasonable consumer who opened an account with Defendant would
3 have believed that it was free.

4 **CLASS ACTION ALLEGATIONS**

5 30. Plaintiffs bring this action, on behalf of themselves and all others
6 similarly situated, and thus, seeks class certification under Federal Rule of Civil
7 Procedure 23.

8 31. The class Plaintiffs seek to represent (the “Class”) is defined as
9 follows:

10 All California Citizens who, between the applicable
11 statute of limitations and the present, who had a
12 checking or savings account opened under their name
after opening an account for a minor.

13 32. As used herein, the term “Class Members” shall mean and refer to
14 the members of the Class described above.

15 33. Excluded from the Class are Defendant, its affiliates, employees,
16 agents, and attorneys, and the Court.

17 34. Plaintiffs reserve the right to amend the Class, and to add additional
18 subclasses, if discovery and further investigation reveals such action is
19 warranted.

20 35. Upon information and belief, the proposed class is composed of
21 thousands of persons. The members of the class are so numerous that joinder of
22 all members would be unfeasible and impractical.

23 36. No violations alleged in this complaint are contingent on any
24 individualized interaction of any kind between class members and Defendant.

25 37. Rather, all claims in this matter arise from the identical, false,
26 affirmative oral and written statements that the accounts would be free, when in
27 fact, such representations were false.
28

1 38. There are common questions of law and fact as to the Class
2 Members that predominate over questions affecting only individual members,
3 including but not limited to:

- 4 (a) Whether Defendant engaged in unlawful, unfair, or deceptive
5 business practices in selling Class Products to Plaintiffs and
6 other Class Members;
- 7 (b) Whether Defendant made misrepresentations with respect to
8 the Class Products sold to account holders;
- 9 (c) Whether Defendant profited from the opening of accounts;
- 10 (d) Whether Defendant violated California Bus. & Prof. Code §
11 17200, *et seq.* and California Bus. & Prof. Code § 17500, *et*
12 *seq.*;
- 13 (e) Whether Plaintiffs and Class Members are entitled to
14 equitable and/or injunctive relief;
- 15 (f) Whether Defendant's unlawful, unfair, and/or deceptive
16 practices harmed Plaintiffs and Class Members; and
- 17 (g) The method of calculation and extent of damages for
18 Plaintiffs and Class Members.

19 39. Plaintiffs are members of the class they seeks to represent

20 40. The claims of Plaintiffs are not only typical of all class members,
21 they are identical.

22 41. All claims of Plaintiff sand the class are based on the exact same
23 legal theories.

24 42. Plaintiffs have no interest antagonistic to, or in conflict with, the
25 class.

26 43. Plaintiffs are qualified to, and will, fairly and adequately protect the
27 interests of each Class Member, because Plaintiffs opened an account with
28

1 Defendant during the Class Period. Defendant’s unlawful, unfair and/or
2 fraudulent actions concerns the same business practices described herein
3 irrespective of where they occurred or were experiences. Plaintiffs’ claims are
4 typical of all Class Members as demonstrated herein.

5 44. Plaintiffs will thoroughly and adequately protect the interests of the
6 class, having retained qualified and competent legal counsel to represent
7 themselves and the class.

8 45. Common questions will predominate, and there will be no unusual
9 manageability issues.

10 **FIRST CAUSE OF ACTION**

11 **Violation of the California False Advertising Act**

12 **(Cal. Bus. & Prof. Code §§ 17500 *et seq.*)**

13 46. Plaintiffs incorporate by reference each allegation set forth above.

14 47. Pursuant to California Business and Professions Code section
15 17500, *et seq.*, it is unlawful to engage in advertising “which is untrue or
16 misleading, and which is known, or which by the exercise of reasonable care
17 should be known, to be untrue or misleading...or...to so make or disseminate or
18 cause to be so made or disseminated any such statement as part of a plan or
19 scheme with the intent not to sell that personal property or those services,
20 professional or otherwise, so advertised at the price stated therein, or as so
21 advertised.”

22 48. California Business and Professions Code section 17500, *et seq.*’s
23 prohibition against false advertising extends to the use of false or misleading
24 written statements.

25 49. Defendant misled account holders by making misrepresentations
26 and untrue statements about the Class Products, namely, Defendant opened
27 accounts that were said to be free fully knowing that they would charge fees on
28

1 these accounts, and made false representations to Plaintiffs and other putative
2 class members in order to solicit these transactions.

3 50. Defendant knew that their representations and omissions were
4 untrue and misleading, and deliberately made the aforementioned representations
5 and omissions in order to deceive reasonable account holders like Plaintiffs and
6 other Class Members.

7 51. As a direct and proximate result of Defendant’s misleading and false
8 advertising, Plaintiffs and the other Class Members have suffered injury in fact
9 and have lost money or property. Plaintiffs reasonably relied upon Defendant’s
10 representations regarding the Class Products, namely that the accounts would be
11 free. In reasonable reliance on Defendant’s false advertisements, Plaintiffs and
12 other Class Members purchased the Class Products. In turn Plaintiffs and other
13 Class Members ended up with accounts that turned out to actually be different
14 than advertised, and therefore Plaintiff and other Class Members have suffered
15 injury in fact.

16 52. Plaintiffs allege that these false and misleading representations
17 made by Defendant constitute a “scheme with the intent not to sell that personal
18 property or those services, professional or otherwise, so advertised at the price
19 stated therein, or as so advertised.”

20 53. Defendant advertised to Plaintiffs and other putative class members,
21 through written representations and omissions made by Defendant and its
22 employees, that the Class Products would be free.

23 54. Defendant knew that the Class Products would be converted into
24 accounts with substantive charges and fees.

25 55. Thus, Defendant knowingly sold Class Products to Plaintiffs and
26 other putative class members that were not free.

27 56. The misleading and false advertising described herein presents a
28

1 continuing threat to Plaintiffs and the Class Members in that Defendant persists
2 and continues to engage in these practices, and will not cease doing so unless and
3 until forced to do so by this Court. Defendant’s conduct will continue to cause
4 irreparable injury to account holders unless enjoined or restrained. Plaintiffs are
5 entitled to preliminary and permanent injunctive relief ordering Defendant to
6 cease their false advertising, as well as disgorgement and restitution to Plaintiffs
7 and all Class Members Defendant’s revenues associated with their false
8 advertising, or such portion of those revenues as the Court may find equitable.

9 **SECOND CAUSE OF ACTION**

10 **Violation of Unfair Business Practices Act**

11 **(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**

12 57. Plaintiff incorporates by reference each allegation set forth above.

13 58. Actions for relief under the unfair competition law may be based on
14 any business act or practice that is within the broad definition of the UCL. Such
15 violations of the UCL occur as a result of unlawful, unfair or fraudulent business
16 acts and practices. A plaintiff is required to provide evidence of a causal
17 connection between a defendant's business practices and the alleged harm--that
18 is, evidence that the defendant's conduct caused or was likely to cause substantial
19 injury. It is insufficient for a plaintiff to show merely that the defendant's
20 conduct created a risk of harm. Furthermore, the "act or practice" aspect of the
21 statutory definition of unfair competition covers any single act of misconduct, as
22 well as ongoing misconduct.

23 **UNFAIR**

24 59. California Business & Professions Code § 17200 prohibits any
25 “unfair ... business act or practice.” Defendant’s acts, omissions,
26 misrepresentations, and practices as alleged herein also constitute “unfair”
27 business acts and practices within the meaning of the UCL in that its conduct is
28

1 substantially injurious to account holders, offends public policy, and is immoral,
2 unethical, oppressive, and unscrupulous as the gravity of the conduct outweighs
3 any alleged benefits attributable to such conduct. There were reasonably
4 available alternatives to further Defendant’s legitimate business interests, other
5 than the conduct described herein. Plaintiffs reserve the right to allege further
6 conduct which constitutes other unfair business acts or practices. Such conduct
7 is ongoing and continues to this date.

8 60. In order to satisfy the “unfair” prong of the UCL, a consumer must
9 show that the injury: (1) is substantial; (2) is not outweighed by any
10 countervailing benefits to account holders or competition; and, (3) is not one that
11 account holders themselves could reasonably have avoided.

12 61. Here, Defendant’s conduct has caused and continues to cause
13 substantial injury to Plaintiffs and members of the Class. Plaintiffs and members
14 of the Class have suffered injury in fact due to Defendant’s decision to charge
15 fees on accounts advertised to be free (Class Products). Thus, Defendant’s
16 conduct has caused substantial injury to Plaintiffs and the members of the Class.

17 62. Moreover, Defendant’s conduct as alleged herein solely benefits
18 Defendant while providing no benefit of any kind to any consumer. Such
19 deception utilized by Defendant convinced Plaintiffs and members of the Class
20 that the Class Products would be free, in order to induce them into this
21 transaction to later take money from their accounts. In fact, knowing that Class
22 Products, by their objective terms were not free for Plaintiffs and other putative
23 class members, Defendant unfairly profited from the transaction. Thus, the
24 injury suffered by Plaintiff and the members of the Class is not outweighed by
25 any countervailing benefits to account holders.

26 63. Finally, the injury suffered by Plaintiffs and members of the Class is
27 not an injury that these account holders could reasonably have avoided. After
28

1 Defendant, falsely represented that Class Products would be free, these account
2 holders suffered injury in fact due to Defendant’s taking money from their
3 accounts. Defendant failed to take reasonable steps to inform Plaintiffs and class
4 members that the Class Products would incur a charge. As such, Defendant took
5 advantage of Defendant’s position of perceived power in order to deceive
6 Plaintiffs and the Class members to open accounts with them. Therefore, the
7 injury suffered by Plaintiffs and members of the Class is not an injury which
8 these account holders could reasonably have avoided.

9 64. . Thus, Defendant’s conduct has violated the “unfair” prong of
10 California Business & Professions Code § 17200.

11 **FRAUDULENT**

12 65. California Business & Professions Code § 17200 prohibits any
13 “fraudulent ... business act or practice.” In order to prevail under the
14 “fraudulent” prong of the UCL, a consumer must allege that the fraudulent
15 business practice was likely to deceive members of the public.

16 66. The test for “fraud” as contemplated by California Business and
17 Professions Code § 17200 is whether the public is likely to be deceived. Unlike
18 common law fraud, a § 17200 violation can be established even if no one was
19 actually deceived, relied upon the fraudulent practice, or sustained any damage.

20 67. Here, not only were Plaintiffs and the Class members likely to be
21 deceived, but these account holders were actually deceived by Defendant. Such
22 deception is evidenced by the fact that Plaintiffs agreed to open an account under
23 the basic assumption that it would be free, even though it contained substantial
24 fees. Plaintiffs’ reliance upon Defendant’s deceptive statements is reasonable
25 due to the unequal bargaining powers of Defendant and Plaintiffs. For the same
26 reason, it is likely that Defendant’s fraudulent business practice would deceive
27 other members of the public.

28

1 68. As explained above, Defendant deceived Plaintiff and other Class
2 Members by representing the Class Products as being free, and then charging
3 substantive fees.

4 69. Thus, Defendant's conduct has violated the "fraudulent" prong of
5 California Business & Professions Code § 17200.

6 **UNLAWFUL**

7 70. California Business and Professions Code Section 17200, et seq.
8 prohibits "any unlawful...business act or practice."

9 71. As explained above, Defendant deceived Plaintiffs and other Class
10 Members by representing the Class Products as being free, and then charging
11 substantive fees on a reoccurring basis.

12 72. Section 907(a) of the EFTA, 15 U.S.C. §1693e(a), provides that a
13 "preauthorized electronic fund transfer from a consumer's account may be
14 authorized by the consumer only in writing, and a copy of such authorization
15 shall be provided to the consumer when made."

16 73. Section 903(9) of the EFTA, 15 U.S.C. § 1693a(9), provides that the
17 term "preauthorized electronic fund transfer" means "an electronic fund transfer
18 authorized in advance to recur at substantially regular intervals."

19 74. Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b), provides
20 that "[p]reauthorized electronic fund transfers from a consumer's account may
21 be authorized only by a writing signed or similarly authenticated by the
22 consumer. The person that obtains the authorization shall provide a copy to the
23 consumer."

24 75. Section 205.10(b) of the Federal Reserve Board's Official Staff
25 Commentary to Regulation E, 12 C.F.R. § 205.10(b), Supp. I, provides that "[t]he
26 authorization process should evidence the consumer's identity and assent to the
27 authorization." *Id.* at ¶10(b), comment 5. The Official Staff Commentary
28

1 further provides that “[a]n authorization is valid if it is readily identifiable as
2 such and the terms of the preauthorized transfer are clear and readily
3 understandable.” *Id.* at ¶10(b), comment 6.

4 76. In multiple instances, Defendants have debited Plaintiff’s and also
5 the putative Class members’ bank accounts on a recurring basis without
6 obtaining a written authorization signed or similarly authenticated for
7 preauthorized electronic fund transfers from Plaintiff’s and also the putative
8 Class members’ accounts, thereby violating Section 907(a) of the EFTA, 15
9 U.S.C. § 1693e(a), and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

10 77. In multiple instances, Defendants have debited Plaintiff’s and also
11 the putative Class members’ bank accounts on a recurring basis without
12 providing a copy of a written authorization signed or similarly authenticated by
13 Plaintiff or the putative Class members for preauthorized electronic fund
14 transfers, thereby violating Section 907(a) of the EFTA, 15 U.S.C. § 1693e(a),
15 and Section 205.10(b) of Regulation E, 12 C.F.R. § 205.10(b).

16 78. Defendant used false advertising, marketing, and misrepresentations
17 to induce Plaintiffs and Class Members to purchase the Class Products, in
18 violation of California Business and Professions Code Section 17500, *et seq.*
19 Had Defendant not falsely advertised, marketed or misrepresented the Class
20 Products, Plaintiffs and Class Members would not have opened accounts with
21 Defendant. Defendant’s conduct therefore caused and continues to cause
22 economic harm to Plaintiffs and Class Members.

23 79. These representations by Defendant are therefore an “unlawful”
24 business practice or act under Business and Professions Code Section 17200 *et*
25 *seq.*

26 80. Defendant has thus engaged in unlawful, unfair, and fraudulent
27 business acts entitling Plaintiffs and Class Members to judgment and equitable
28

1 relief against Defendant, as set forth in the Prayer for Relief. Additionally,
2 pursuant to Business and Professions Code section 17203, Plaintiffs and Class
3 Members seek an order requiring Defendant to immediately cease such acts of
4 unlawful, unfair, and fraudulent business practices and requiring Defendant to
5 correct its actions.

6 **MISCELLANEOUS**

7 81. Plaintiffs and Class Members allege that they have fully complied
8 with all contractual and other legal obligations and fully complied with all
9 conditions precedent to bringing this action or all such obligations or conditions
10 are excused.

11 **REQUEST FOR JURY TRIAL**

12 82. Plaintiff requests a trial by jury as to all claims so triable.

13 **PRAYER FOR RELIEF**

14 83. Plaintiffs, on behalf of themselves and the Class, requests the
15 following relief:

- 16 (a) An order certifying the Class and appointing Plaintiffs as
17 Representative of the Class;
- 18 (b) An order certifying the undersigned counsel as Class Counsel;
- 19 (c) An order requiring WELLS FARGO & COMPANY, at its
20 own cost, to notify all Class Members of the unlawful and
21 deceptive conduct herein;
- 22 (d) An order requiring WELLS FARGO & COMPANY to
23 engage in corrective advertising regarding the conduct
24 discussed above;
- 25 (e) Actual damages suffered by Plaintiffs and Class Members as
26 applicable or full restitution of all funds acquired from
27 Plaintiff and Class Members from the sale of misbranded
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- Class Products during the relevant class period;
- (f) Punitive damages, as allowable, in an amount determined by the Court or jury;
- (g) Any and all statutory enhanced damages;
- (h) All reasonable and necessary attorneys’ fees and costs provided by statute, common law or the Court’s inherent power;
- (i) Pre- and post-judgment interest; and
- (j) All other relief, general or special, legal and equitable, to which Plaintiff and Class Members may be justly entitled as deemed by the Court.

Dated: February 17, 2017 Respectfully submitted,

LAW OFFICES OF TODD M. FRIEDMAN , PC

By: /s/ Todd M. Friedman
 TODD M. FRIEDMAN, ESQ.
 Attorney for Plaintiffs

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

DONALD ALLEN and PORTIA ALLEN, individually, and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff San Diego (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number) Law Offices of Todd M. Friedman 21550 Oxnard St., Suite 780, Woodland Hills, CA 91367

DEFENDANTS

WELLS FARGO & COMPANY

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (dsn) (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship and business location (Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation).

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation
7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Cal. Business & Professions Code §§ 17500 et seq.

Brief description of cause: Violation of Unfair Competition Law

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE SIGNATURE OF ATTORNEY OF RECORD

02/17/2017 /s/ Todd M. Friedman

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Seeks Redress for California Wells Fargo Account Holders](#)
