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8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 AMANDA GONZALES, individually and on
12 behalf of all others similarly situated,
13 Plaintiff,

14 v.

15 WELLS FARGO & COMPANY and WELLS
16 FARGO BANK, N.A.,
Defendants.

Case No.: _____

CLASS ACTION COMPLAINT

Jury Trial Demanded

17
18 Plaintiff Amanda Gonzales (“Plaintiff”), individually and on behalf of all others similarly
19 situated, brings this Class Action Complaint against Defendants Wells Fargo & Company and
20 Wells Fargo Bank, N.A. (collectively “Wells Fargo”), and makes the following allegations based
21 on personal knowledge as to facts pertaining to her own experiences and on information and
22 belief as to all others.

23 **NATURE OF THE ACTION**

24
25 1. Wells Fargo unilaterally enrolled customers in various financial products or
26 services they did not agree to and never knew about. Wells Fargo paid itself fees, costs, interest,
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1 and other consideration from the customers for these unwanted products and services, such as
2 Accidental Death insurance or Identity Theft Protection (to name just two examples).

3 2. Wells Fargo’s actions represent the latest episode in a series of similar abusive,
4 fraudulent, and unlawful actions solely to extract additional fees, interest, incentive
5 compensation, and revenues, treating customers’ money as a resource to mine.

6 3. Wells Fargo was subject to class and regulatory actions based on its fake accounts
7 scandal that came to light in 2016. In September 2016, Wells Fargo was forced to acknowledge
8 that it had created 1.5 million fake deposit accounts and more than 500,000 fake credit card
9 accounts in customers’ names without their knowledge or approval.¹ In addition, in 2022, Wells
10 Fargo paid more than \$2 billion to consumers and \$1.7 billion in civil penalties after the
11 Consumer Financial Protection Bureau (“CFPB”) found Wells Fargo was mismanaging loan
12 accounts by charging illegal fees and interest.²

14 4. On February 5, 2024, Wells Fargo sent a letter to Plaintiff informing her that
15 Wells Fargo’s records indicated that she was “enrolled” in a product she never approved of, never
16 wanted, and never knew about. According to the letter, Wells Fargo had her enrolled from May
17 26, 2009 – December 25, 2022. Plaintiff and others like her were “enrolled” in products and
18 services that they never agreed to, never wanted, and never knew about for months, sometimes
19 (as in Plaintiffs’ case) years. During this time, Wells Fargo was extracting fees, interest,
20 payments, and other considerations for these enrollments at Plaintiff’s and Class members’
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22
23 ¹ https://en.wikipedia.org/wiki/Wells_Fargo_cross-selling_scandal (last visited February 26,
24 2024).

25 ²
26 [https://www.consumerfinance.gov/about-us/newsroom/cfpb-orders-wells-fargo-to-pay-37-billion
27 -for-widespread-mismanagement-of-auto-loans-mortgages-and-deposit-accounts/](https://www.consumerfinance.gov/about-us/newsroom/cfpb-orders-wells-fargo-to-pay-37-billion-for-widespread-mismanagement-of-auto-loans-mortgages-and-deposit-accounts/) (last visited
28 February 26, 2024).

1 expense. Plaintiff and Class members suffered actual damages, and were forced to pay fees,
2 penalties, interest, and costs as a result of Wells Fargo's unlawful actions.

3 5. Wells Fargo is now seeking to limit its liability for its unlawful and fraudulent
4 conduct at its own customers' expense by attempting to pay its liabilities at bargain rates, hoping
5 its customers will accept the inadequate offer and not ask too many questions about how much
6 customers are really owed.

7
8 6. Plaintiff brings this case against Wells Fargo for its violations of laws, including
9 the Fair Credit Reporting Act, state unfair and deceptive trade practices laws, common law
10 conversion, and unjust enrichment.

11 **PARTIES**

12 7. Plaintiff Amanda Gonzales is and at all relevant times was a citizen of New
13 Mexico. In 2009, Plaintiff started her career as a schoolteacher and opened a checking account
14 and a savings account with Wells Fargo to enable her to receive automatic deposit of her
15 paychecks. Much later, Plaintiff opened a credit card account with Wells Fargo. Plaintiff never
16 agreed to or wanted Accidental Death insurance at any time.

17
18 8. Defendant Wells Fargo & Company is incorporated in Delaware with its principal
19 place of business and corporate headquarters in San Francisco, California. Wells Fargo &
20 Company is a financial services company with \$1.875 trillion in assets, and provides banking,
21 insurance, investments, mortgage, and consumer and commercial finance through more than
22 5,200 branches, 13,000 ATMs, and the Internet. It has approximately 238,700 employees as of
23 2022.

24 9. Defendant Wells Fargo Bank, N.A. is a national banking association chartered
25 under the laws of the United States with its primary place of business in Sioux Falls, South
26

1 Dakota. Wells Fargo Bank, N.A. provides Wells Fargo & Company personal and commercial
2 banking services and is Wells Fargo & Company's wholly-owned, principal operating subsidiary.

3 **JURISDICTION AND VENUE**

4 10. This Court has original subject matter jurisdiction under 28 U.S.C. § 1332(d),
5 because this case is brought as a class action, at least one class member is diverse from one
6 Defendant, there are 100 or more Class members, and the aggregate amount in controversy
7 exceeds \$5 million.

8
9 11. This Court alternatively has jurisdiction pursuant to 28 U.S.C. § 1331 as one of
10 the causes of action arises out of Defendant's violations of the Fair Credit Reporting Act, 15
11 U.S.C. § 1681, *et seq.*

12 12. This Court has supplemental jurisdiction to hear all state law statutory and
13 common law claims pursuant to 28 U.S.C. §1367.

14 13. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(2)–(3) because
15 the Court has personal jurisdiction over Defendants, Defendants reside in this District, and a
16 substantial part of the events or omissions giving rise to Plaintiff's and Class members' claims
17 occurred in this District.

18
19 **INTRADISTRICT ASSIGNMENT**

20 14. Pursuant to Civil L.R. 3-2(c), this case is properly assigned to the San Francisco
21 or Oakland Division because a substantial part of the events or omissions that give rise to
22 Plaintiff's and Class members' claims occurred in San Francisco County.

23 **COMMON FACTUAL ALLEGATIONS**

24 15. Throughout late 2023 and early 2024, Wells Fargo sent notification letters to
25 certain current and former customers informing them that Wells Fargo's records showed that they
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1 were “enrolled” in one or more Wells Fargo products for a certain period of time identified on
2 the letter. The letter goes on to say that “if you feel that the enrollment was unauthorized or not
3 wanted by you,” call a certain number so that Wells Fargo can “care for any impact” caused by
4 the unauthorized enrollment.

5 16. An image of one of these letters posted on X by @VivekChirps on February 20,
6 2024, shows that Wells Fargo enrolled Vivek in a product called Health Protector Bonus between
7 March 2, 2010 and April 15, 2010.

8 17. Vivek tweeted “I had moved on from fake account scam, insurance scam and
9 other scams from Wells Fargo. Though all the issues were dealt with. And now I receive this
10 letter from them notifying another scam!! How many more skeletons are hiding in \$WFC
11 closet?” Wells Fargo hopes to conceal the extent of the skeletons in its closet by quietly sending
12 the letters and paying off its customers with inadequate offers. Plaintiff, through this litigation,
13 seeks to obtain a true and accurate accounting of Wells Fargo’s unlawful activities and the money
14 it extracted from customers or otherwise obtained at their expense to make them whole.

15 18. Wells Fargo hopes that many of the letters will be thrown out and/or disregarded.
16 A post to Reddit.com’s r/scams subreddit contained an image of a largely identical letter dated
17 November 15, 2023, stating that recipient was enrolled in Identity Theft Protection-Affinion
18 from May - July, 2021. Many people thought the letter was a scam and did not trust it.

19 20 21 19. Wells Fargo sent a letter to Plaintiff on February 5, 2024, notifying her that:

22 During a recent review of our current and former customer accounts, our records
23 indicated that you were enrolled in the Accidental Death product. The enrollment
24 began May 26, 2009 and ended December 25, 2022.

25 **What you need to know**

26 If you feel that the enrollment in this product was not authorized or not wanted by
27 you, please call us within 60 days of the date of this letter so that we may care for
28 any impact this enrollment may have caused. Otherwise, no action is needed.

1 **We're here to help**

2 If you have any questions regarding enrollment in this product, please call us at
3 1-877-642-7826, Monday through Friday 8:00 a.m. to 8:00 p.m. Central Time. We
4 accept telecommunications relay service calls.

5 Thank you.

6 Wells Fargo Customer Care

7 20. Wells Fargo knew Plaintiff never authorized the “enrollment.” That is why Wells
8 Fargo unilaterally discontinued the product on December 25, 2022, without asking or obtaining
9 authorization from Plaintiff to terminate the product. Wells Fargo placed the onus on Plaintiff to
10 contact Wells Fargo if she felt “that the enrollment in this product was not authorized or not
11 wanted.” Wells Fargo imposed an arbitrary 60-day deadline in which Plaintiff and Class
12 members had to raise the dispute.

13 21. Plaintiff never authorized her enrollment in the Accidental Death product for
14 which she was enrolled from May 26, 2009 to December 25, 2022.

15 22. Plaintiff initially thought it could be a scam, so she conducted an investigation,
16 including speaking with representatives at the phone number listed in the letter, calling the phone
17 number on the back of her bank card, and speaking in person with a teller at her local Wells
18 Fargo branch bank.

19 23. On or about February 19, 2024, Plaintiff called the phone number listed in the
20 letter, and spoke with a representative, who upon information and belief worked for a third party
21 hired by Wells Fargo to administer and process claims of letter recipients. Plaintiff asked
22 questions to try to learn details about the product (which she had never heard of before), and the
23 total amount of money Wells Fargo had taken from Plaintiff in the scheme. The representative
24 was unable or unwilling to answer Plaintiff’s questions.
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1 24. Plaintiff was then transferred to “escalations” where she repeated her questions to
2 try to understand what she had paid for the fraudulent death benefit, and whether this was a
3 phishing attempt. Without answering the questions, the escalations representative said that her
4 computer system was not working, and the representative transferred Plaintiff to another person.
5 Plaintiff asked the third representative the same questions, and this representative said that she
6 cannot give that information and that they do not have this information because they are a third
7 party and are not Wells Fargo.
8

9 25. Plaintiff visited her Wells Fargo branch bank on or about February 20, 2024, and
10 was unable to learn any additional information because, according to the teller, the branch had no
11 ability to access the requested corporate information.

12 26. After visiting the bank branch, on or about February 20, 2024, Plaintiff called the
13 Wells Fargo phone number on the back of her bank card. The Wells Fargo representative
14 informed Plaintiff that the letter was valid and that Wells Fargo was notifying affected customers
15 about its prior conduct. Then, the representative transferred Plaintiff to the third party that
16 Plaintiff had originally spoken to.
17

18 27. In a statement issued by Tom Goyda, Wells Fargo Senior Vice President, Media
19 Relations Manager, to the Houston Chronicle, Mr. Goyda stated:

20 While we cannot comment on regulatory matters, we continue to put legacy issues
21 behind us as evidenced from this letter which covers a time period dating back
22 more than one decade ago. . . . If customers have questions about these letters,
23 they can call the toll-free number provided in the letter itself or contact Wells
24 Fargo by calling the number on their account statement or 800-869-3557.³

25 28. Wells Fargo unlawfully converted, transferred, and obtained fees, interest,
26 penalties, and other benefits from its unauthorized enrollment of Plaintiff and Class members in
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28 ³ <https://www.houstonchronicle.com/business/article/what-to-know-about-wells-fargo-checks-18568099.php> (last visited February 23, 2024).

1 the at-issue products and services, which caused injury to Plaintiff and Class members in an
2 amount to be determined at trial.

3 29. Wells Fargo’s supposed olive branch is insufficient. Wells Fargo relies on the
4 inconspicuous and suspicious nature of the letter to depress claims rates, shifting the burden on
5 the customer to take action to dispute an “enrollment” that Wells Fargo knows to have been
6 illegitimate. Wells Fargo has nothing on its website concerning the letters, which makes the
7 letters seem even more suspicious. Wells Fargo relies on other additional procedural and
8 administrative burdens to avoid, reduce, and delay its ultimate liability and sweep under the rug
9 its long-standing, intentional misconduct.
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11 30. As Plaintiff’s experience shows, Wells Fargo refuses to provide sufficient
12 information concerning the damages claims that Plaintiff and Class members have in relation to
13 Wells Fargo’s unauthorized and unlawful conduct. Wells Fargo fails to provide information about
14 any rights they have to obtain damages, what laws apply, what rights of action they may have,
15 and what if anything they are giving up. Wells Fargo fails to provide any substantiation for the
16 amount of money it wrongfully took from Plaintiff and Class members.
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18 31. Wells Fargo waived, forfeited, and abandoned statutes of limitations that may be
19 argued to apply to Plaintiff’s and Class members’ claims through its actions in writing the letters
20 and attempting to “care for any impact this enrollment may have caused” to Plaintiff and Class
21 members due to Wells Fargo’s unlawful actions that give rise to this lawsuit.

22 32. Wells Fargo also engaged in fraudulent concealment of Plaintiff’s and Class
23 members’ claims such that their causes of action never accrued under the discovery rule or are
24 tolled under equitable doctrines so that their claims are timely. Wells Fargo surreptitiously used
25 Plaintiff’s and Class members’ banking information, credit information, and personal
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1 information, to determine which “products” to enroll them in, and concealed its actions by failing
2 to comply with laws that require disclosures and information regarding the products in which
3 they were enrolled. Wells Fargo engaged in fraud, concealment, and deceit in every banking
4 statement it provided Plaintiff and Class members that omitted the fact that they were enrolled in
5 additional products that they never knew about, and were being charged fees, costs, interest,
6 penalties, and other consideration for these products that they could not discover from reviewing
7 their bank statements and financial records. By doing so, Wells Fargo actively concealed its
8 misconduct so that Plaintiff and Class members could not reasonably discover it.
9

10 **CLASS ALLEGATIONS**

11 33. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(b)(2)
12 and 23(b)(3), on behalf of Plaintiff and the Class defined as follows:

13 All persons in the United States to whom Wells Fargo sent a letter informing them
14 that a recent review of its records indicated that they were enrolled in a product
15 and that they should contact Wells Fargo if they did not authorize or did not want
the product.

16 34. Plaintiff brings this action pursuant to Federal Rules of Civil Procedure 23(b)(2)
17 and 23(b)(3), on behalf of Plaintiff and the Subclass defined as follows:

18 All persons in New Mexico to whom Wells Fargo sent a letter informing them
19 that a recent review of its records indicated that they were enrolled in a product
20 and that they should contact Wells Fargo if they did not authorize or did not want
the product.

21 35. The following people are excluded from the Class: (1) any Judge or Magistrate
22 presiding over this action and members of their immediate families; (2) Defendants, Defendants’
23 subsidiaries, parents, successors, predecessors, and any entity in which the Defendants or their
24 parents have a controlling interest and its current or former officers and directors; (3) persons
25 who properly execute and file a timely request for exclusion from the Class; (4) persons whose
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1 claims in this matter have been finally adjudicated on the merits or otherwise released; (5)
2 Plaintiff's counsel and Defendants' counsel; and (6) the legal representatives, successors, and
3 assigns of any such excluded persons.

4 36. Plaintiff reserves the right under Federal Rule of Civil Procedure 23 to amend or
5 modify the Class definition to include a broader scope, greater specificity, further division into
6 subclasses, or limitations to particular issues. Plaintiff reserves the right under Federal Rule of
7 Civil Procedure 23(c)(4) to seek certification of particular issues.
8

9 37. The requirements of Federal Rules of Civil Procedure 23(a), 23(b)(2), and
10 23(b)(3) are met in this case.

11 38. The Fed. R. Civ. P. 23(a) elements of Numerosity, Commonality, Typicality, and
12 Adequacy are all satisfied.

13 39. **Numerosity:** The exact number of Class members is not available to Plaintiff, but
14 it is clear that individual joinder is impracticable. Millions of consumers use Wells Fargo for
15 various financial services. Members of the Class can be identified through Defendants' records
16 or by other means.

17 40. **Commonality:** Commonality requires that the Class members' claims depend
18 upon a common contention such that determination of its truth or falsity will resolve an issue that
19 is central to the validity of each claim in one stroke. Here, there is a common contention for all
20 Class members as to whether Wells Fargo purchased or subscribed to products without
21 authorization or lawful authority.
22

23 41. **Typicality:** Plaintiff's claims are typical of the claims of other Class members in
24 that Plaintiff and the Class members sustained damages arising out of Defendants' uniform
25 wrongful conduct.
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1 42. **Adequate Representation:** Plaintiff will fairly and adequately represent and
2 protect the interests of the Class members. Plaintiff’s claims are made in a representative
3 capacity on behalf of the Class members. Plaintiff has no interests antagonistic to the interests of
4 the other Class members. Plaintiff has retained competent counsel to prosecute the case on behalf
5 of Plaintiff and the Class. Plaintiff and Plaintiff’s counsel are committed to vigorously
6 prosecuting this action on behalf of the Class members.

7
8 43. **This case also satisfies Fed. R. Civ. P. 23(b)(2) - Policies Generally Applicable**
9 **to the Class:** This class action is appropriate for certification because Defendants have acted or
10 refused to act on grounds generally applicable to the Class as a whole, thereby requiring the
11 Court’s imposition of uniform relief to ensure compatible standards of conduct toward the Class
12 members and making final injunctive relief appropriate with respect to the Class as a whole.
13 Defendants’ practices challenged herein apply to and affect the Class members uniformly, and
14 Plaintiff’s challenge to those practices hinge on Defendants’ conduct with respect to the Classes
15 as a whole, not on facts or law applicable only to Plaintiff.

16 44. The declaratory and injunctive relief sought in this case includes, but is not
17 limited to:

- 18
- 19 a. Entering a declaratory judgment against Defendants regarding the aggregate
20 liability to the Class, that Defendants’ conduct was unlawful, and that
21 Defendants filed to obtain lawful authorization to engage in the conduct at
22 issue;
 - 23 b. Entering an injunction against Defendants requiring Defendants to cease their
24 unlawful conduct complained of in this lawsuit, and to identify and pay
25 Plaintiff and Class members money that will make them whole, or credit
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1 accounts in sufficient amounts for existing customers, and not rely on the
2 insufficient, opaque, burdensome opt in process Defendants have employed to
3 depress claims and keep their liability to a minimum.

4 45. **This case also satisfies Fed. R. Civ. P. 23(b)(3) - Predominance:** There are
5 many questions of law and fact common to the claims of Plaintiff and Class members, and those
6 questions predominate over any questions that may affect individual Class members. Common
7 questions and/or issues for Class members include, but are not necessarily limited to the
8 following:
9

- 10 a. Whether Defendants' conduct was unauthorized;
11 b. Whether Defendants' conduct was unlawful;
12 c. Whether Defendants' records identify Class members, and the amount of
13 money to make them whole;
14 d. Whether injunctive and declaratory relief, and other equitable relief is
15 warranted.
16

17 46. **Superiority:** This case is also appropriate for class certification because class
18 proceedings are superior to all other available methods for the fair and efficient adjudication of
19 this controversy as joinder of all parties is impracticable. The damages suffered by individual
20 Class members will likely be relatively small, especially given the burden and expense of
21 individual prosecution of the complex litigation necessitated by Defendants' actions. Thus, it
22 would be virtually impossible for the individual Class members to obtain effective relief from
23 Defendants' misconduct. Even if Class members could mount such individual litigation, it would
24 still not be preferable to a class action, because individual litigation would increase the delay and
25 expense to all parties due to the complex legal and factual controversies presented in this
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1 Complaint. By contrast, a class action presents far fewer management difficulties and provides
2 the benefits of single adjudication, economy of scale, and comprehensive supervision by a single
3 Court. Economies of time, effort and expense will be enhanced, and uniformity of decisions
4 ensured.

5
6 **COUNT I**
7 **Violation of the California Unfair Competition Law**
8 **Cal. Bus. and Prof. Code § 17200, *et seq.***
9 **On Behalf of the Class**

10 47. Plaintiff incorporates paragraphs 1–44 as if fully set forth herein.

11 48. California’s Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*,
12 protects both consumers and competitors by promoting fair competition in commercial markets
13 for goods and services. California’s Unfair Competition Law is interpreted broadly and provides
14 a right of action for any unlawful, unfair, or fraudulent business act or practice that causes injury
15 to consumers.

16 49. Wells Fargo engages in substantial sales and marketing activities in California.

17 50. The actions and omissions that give rise to this litigation were conceived,
18 designed, facilitated, instigated, overseen, managed, and coordinated by Defendants’ leadership
19 in California, and uniform conduct emanated from California harming Plaintiff and Class
20 members in the same way, such that California law applies to Plaintiff’s and Class members’
21 claims. California has a substantial interest that its laws be applied to Wells Fargo’s conduct
22 alleged herein that substantially outweighs any interests of other states.

23 51. Wells Fargo’s acts and practices, as described herein, constitute unlawful,
24 fraudulent, or unfair business practices, in that (1) Wells Fargo’s practices violate numerous
25 statutes as described herein; (2) the justification for Wells Fargo’s practices is outweighed by the
26 gravity of the consequences to Plaintiff and Class members; (3) Wells Fargo’s conduct is
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1 immoral, unethical, oppressive, unconscionable, or substantially injurious to Plaintiff and Class
2 members; and/or (4) the uniform conduct of Wells Fargo has a tendency to deceive Plaintiff and
3 Class members.

4 52. Wells Fargo’s unlawful, unfair, and fraudulent business acts and practices, as
5 described above, include, but are not limited to, wrongfully and without authorization enrolling
6 customers in products—using customers’ money to pay for fees, costs, and other penalties
7 related to the products—without their knowledge or authorization, and depriving them of any of
8 the supposed benefits of the products that customers were unknowingly enrolled in without their
9 authorization.
10

11 53. Wells Fargo’s actions are unlawful because they constitute fraud, conversion,
12 unjust enrichment, and violate the Fair Credit Reporting Act.

13 **COUNT II**
14 **Violation of the Fair Credit Reporting Act**
15 **15 U.S.C. § 1681, *et seq.* (“FCRA”)**
16 **On Behalf of the Class**

17 54. Plaintiff repeats and realleges paragraphs 1–44 as if fully set forth herein.

18 55. Each time that Wells Fargo opens a new product or starts a new financial service,
19 it obtains, reviews, and uses a consumer report (as that term is defined in 15 U.S.C. § 1681a(d))
20 on Plaintiff and Class members.

21 56. Plaintiff and Class members did not authorize Wells Fargo to obtain or use their
22 consumer reports for such purposes. Wells Fargo obtained and used the consumer reports for
23 impermissible purposes in violation of 15 U.S.C. § 1681b, and opened accounts or enrolled
24 Plaintiff and Class members in products without authorization in violation of the law.
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1 57. Wells Fargo obtained and used the consumer reports under false pretenses and
2 without proper authorization from Plaintiff and Class members in violation of 15 U.S.C. §
3 1681n(a)(1)(B).

4 58. Wells Fargo knowingly and intentionally engaged in the unlawful conduct that
5 violates the FCRA, and is liable under § 1681n and § 1681o for negligent and willful violations
6 of the FCRA.

7
8 **COUNT III**
9 **Violation of the New Mexico Unfair Practices Act**
10 **N.M. Stat. § 57-12-1, *et seq.***
11 **On Behalf of the New Mexico Subclass**

12 59. Plaintiff repeats and realleges paragraphs 1–44 as if fully set forth herein.

13 60. The New Mexico Unfair Practices Act prohibits unconscionable trade practices,
14 which are defined as acts or practices that, to a person’s detriment, “take[] advantage of the lack
15 of knowledge, ability, experience or capacity of a person to a grossly unfair degree; or (2) result[]
16 in a gross disparity between the value received by a person and the price paid. N.M. Stat. Ann.
17 §§ 57-12-2, 57-12-3.

18 61. Wells Fargo’s acts and practices, as described herein, constitute unlawful,
19 fraudulent, or unconscionable acts or practices, in that (1) Wells Fargo’s practices violate
20 numerous statutes as described herein; (2) the justification for Wells Fargo’s practices is
21 outweighed by the gravity of the consequences to Plaintiff and Subclass members; (3) Wells
22 Fargo’s conduct is immoral, unethical, oppressive, unconscionable, or substantially injurious to
23 Plaintiff and Subclass members; and/or (4) the uniform conduct of Wells Fargo has a tendency to
24 deceive Plaintiff and Subclass members.

25 62. Wells Fargo’s unlawful, unfair, and fraudulent business acts and practices, as
26 described above, include, but are not limited to, wrongfully and without authorization enrolling
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1 misconduct. As a result, it would be unjust for Wells Fargo to retain the benefits without
2 restitution to Plaintiff and Class and Subclass members for the money that Wells Fargo took from
3 them, and disgorgement of the profits obtained by Wells Fargo that are lawfully the proceeds of
4 Plaintiff and Class and Subclass members is appropriate.

5
6 **COUNT V**
7 **Conversion**
8 **On Behalf of the Class and Subclass**

9 68. Plaintiff repeats and realleges paragraphs 1–44 as if fully set forth herein.

10 69. Plaintiff and Class and Subclass members own and have the right to possess the
11 money that is in their financial accounts with Wells Fargo.

12 70. Wells Fargo interfered with Plaintiff’s, Class members’, and Subclass members’
13 possession of their money by wrongfully taking money directly from their accounts on the
14 fraudulent basis that they were fees, costs, payments, or other charges related to these accounts.

15 71. Plaintiff and Class and Subclass members never authorized Wells Fargo to take
16 money directly from their accounts to enroll them in products that they did not authorize.

17 72. Wells Fargo’s wrongful taking from Plaintiff and Class members damaged them
18 in an amount that is capable of identification through Wells Fargo’s records.

19 **COUNT VI**
20 **Invasion of Privacy by Intrusion Upon Seclusion**
21 **On Behalf of the Class and Subclass**

22 73. Plaintiff repeats and realleges paragraphs 1-70, as if fully contained herein.

23 74. Based on the allegations above, Wells Fargo intentionally interfered with the
24 solitude, seclusion or private concerns or affairs of the Plaintiff, Class, and Subclass members.
25 Specifically Wells Fargo has no express authority to obtain the credit reports of the Plaintiff,
26 Class, and Subclass members which Wells Fargo knew or should have known were unauthorized
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1 and would proximately cause harm to be suffered, including emotional distress when the Plaintiff
2 learned of the unauthorized access of her credit report(s).

3 75. The actions of Wells Fargo into the affairs of the Plaintiff, Class and Subclass
4 members occurred in such a way that would be highly offensive to a reasonable person. A
5 reasonable person would not believe that a financial institution would impermissibly obtain a
6 credit report without authorization.

7
8 76. The actions of Wells Fargo described above are a direct result into the personal
9 affairs of the Plaintiff, Class and Subclass members and Wells Fargo is liable for actual damages
10 in an amount to be determined and for an amount of punitive damages to be determined.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of herself and all others similarly situated, prays for a Court order:

- 13 A. Certifying the Class under Rule 23(b)(2) or 23(b)(3), appointing Plaintiff
14 as the Class Representative, and Plaintiff's counsel as Class Counsel;
- 15 B. Finding Defendants' conduct was unlawful, as alleged herein, and entering
16 judgment in favor of Plaintiff and the Class on the claims asserted herein;
- 17 C. Awarding declaratory relief against Defendants;
- 18 D. Awarding Plaintiff and Class members injunctive and other equitable
19 relief, including restitution and disgorgement, as allowed by law or equity;
- 20 E. Awarding Plaintiff and Class members nominal, statutory, actual,
21 compensatory, consequential, incidental, enhanced, and punitive damages,
22 as well as restitution and disgorgement as allowed by law or equity;
- 23 F. Awarding pre- and post-judgment interest;
- 24 G. Awarding reasonable attorneys' fees, expenses, and costs; and
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1 H. Granting such other relief as the Court deems just and appropriate.
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4 **JURY DEMAND**

5 Plaintiff requests a trial by jury of all claims that can be so tried.
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7
8 Dated: February 29, 2024

AMANDA GONZALES, individually and on
behalf of all others similarly situated,

9 By: /s/ Alisa Adams

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24 *Attorneys for Plaintiff and the Putative Classes*
25
26
27
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ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wells Fargo Secretly Enrolled Consumers In Unwanted Financial Products, Class Action Alleges](#)
