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9 UNITED STATES DISTRICT COURT
10 NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

11 PAMELA DELPAPA, and all others similarly
12 situated,
13 Plaintiff,
14 v.
15 WELLS FARGO BANK, N.A.,
16 Defendant.

No. 3:20-cv-06009

**COMPLAINT
CLASS ACTION**

DEMAND FOR JURY TRIAL

18 Plaintiff Pamela Delpapa, individually and on behalf of all others similarly situated, brings this
19 class action complaint against Defendant Wells Fargo Bank, N.A. (“Wells Fargo”), and alleges as
20 follows:

21 **I. INTRODUCTION**

22 1. In March 2020, Congress passed and the president signed into law the Coronavirus Aid,
23 Relief, and Economic Security (“CARES”) Act, Pub. Law 116-136, March 27, 2020, 134 Stat. 281.
24 That Act included several provisions to help mortgage borrowers. One of those provisions permitted
25 borrowers affected by COVID-19 to request that their mortgage loan be temporarily placed in
26 forbearance.

27 2. What followed was emblematic of Defendant Wells Fargo’s negligent, reckless, and
28 willful mistreatment of its customers.

1 **III. INTRADISTRICT ASSIGNMENT**

2 10. This case is properly brought in the San Francisco Division of the Northern District of
3 California. Under Local Rule 3-2(c), cases are to be filed in the Division “in which a substantial part of
4 the events or omissions which give rise to the claim occurred.”

5 11. Because Wells Fargo’s parent company maintains its headquarters in San Francisco,
6 under Local Rule 3-2(e), the proper venue for this case is the San Francisco Division of the Northern
7 District of California.

8 **IV. PARTIES**

9 12. Plaintiff Pamela Delpapa is a resident and citizen of Riverside County, California.

10 13. Defendant Wells Fargo Bank, N.A. is a national banking association chartered under the
11 laws of the United States with its primary place of business in Sioux Falls, South Dakota. Wells Fargo
12 Bank, N.A. provides Wells Fargo & Company personal and commercial banking services, and it is
13 Wells Fargo & Company’s principal subsidiary. Well Fargo Bank, N.A. is also the successor by
14 merger of Wells Fargo Home Mortgage, Inc., an it is the principal operating subsidiary of Wells Fargo
15 & Company, which is headquartered in San Francisco, California.

16 **V. FACTUAL ALLEGATIONS**

17 **A. Wells Fargo’s Faulty Forbearance Program**

18 14. Congress provided in the CARES Act that borrowers with government-sponsored entity
19 (“GSE”) mortgages—those backed by Freddie Mac or Fannie Mae—could request to suspend
20 mortgage payments due to COVID-19 by having the loans put in forbearance.

21 15. When a mortgage servicer like Wells Fargo places a loan in forbearance, it permits
22 borrowers to suspend or reduce mortgage payments for a limited time. However, those payments are
23 not forgiven; they are just delayed. The borrower must still repay the missed payment in the future,
24 often by adding them to the end of loan or—if the borrower is able—paying them off before the loan
25 ends. Moreover, during forbearance, interest continues to accrue even though it is not being paid down.

26 16. The CARES Act provides affected borrowers the right to request and obtain a
27 forbearance for up to 180 days as well as an extension for up to another 180 days (for a total of up to
28 360 days).

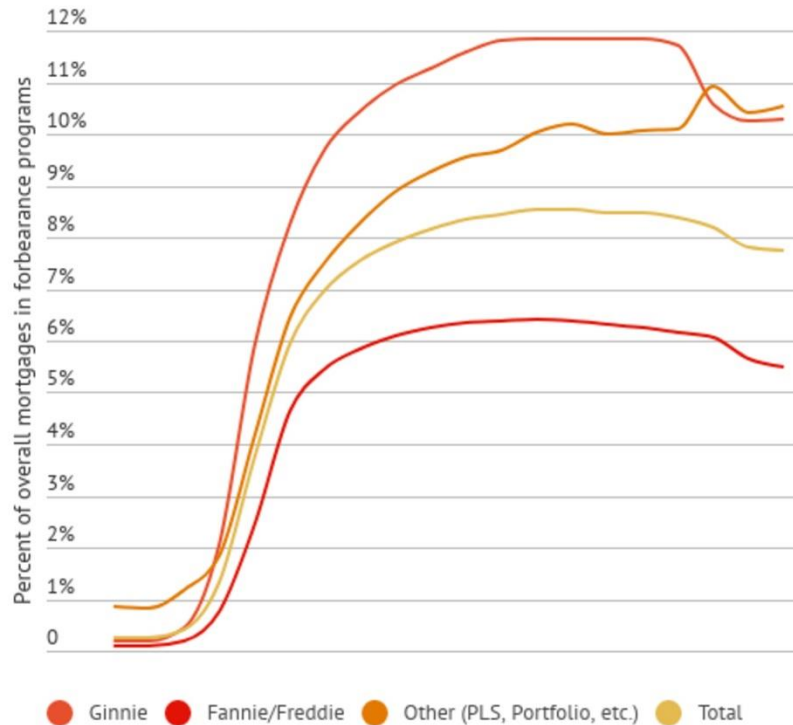
1 17. Specifically, Section 4022 of that Act provides that “a borrower with a Federally backed
2 mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID–19
3 emergency may request forbearance on the Federally backed mortgage loan, regardless of delinquency
4 status, by— (A) submitting a request to the borrower’s servicer; and (B) affirming that the borrower is
5 experiencing a financial hardship during the COVID–19 emergency.”

6 18. Under Section 4022, the default forbearance period is 180 days, but borrowers may also
7 request a subsequent 180-day extension. However, “at the borrower’s request, either the initial or
8 extended period of forbearance may be shortened.” As the U.S. Department of Housing and Urban
9 Development’s Inspector General explained in an April report, “The borrower also has the option **at**
10 **any time** to shorten the forbearance period and resume payments.” (emphasis added).

11 19. In addition, Section 4023 provides similar relief for borrowers with multifamily
12 residential properties: “A multifamily borrower with a Federally backed multifamily mortgage loan
13 that was current on its payments as of February 1, 2020, may submit an oral or written request for
14 forbearance under . . . to the borrower’s servicer affirming that the multifamily borrower is
15 experiencing a financial hardship during the COVID–19 emergency.” In response, the servicer “shall”
16 document the financial hardship, provide a forbearance for up to 30 days, and provide extensions of the
17 forbearance where warranted. Multifamily borrowers “shall have the option to discontinue the
18 forbearance at any time” under Section 4023.

19 20. It appears millions of borrowers placed their loans in forbearance after passage of the
20 CARES Act. As of August, the share of Fannie Mae and Freddie Mac loans in forbearance was 4.94%,
21 according to the Mortgage Bankers Association. The Association estimated that 3.6 million
22 homeowners are in forbearance plans. That’s down from a spike of about 4.3 million homeowners in
23 forbearance as of June 2020, after passage of the CARES Act. This image from the Association shows
24 the increase in forbearances after the onset of the pandemic and passage of the CARES Act:
25
26
27
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Percent of mortgages in forbearance since start of the Covid-19 pandemic



Source: The Mortgage Bankers Association's Weekly Forbearance and Call Volume Survey. Data from March 8 to July 19, 2020.

21. Forbearance can help people in temporary hardship due to COVID-19. But a survey by LendingTree found that 70% of homeowners who have gone into forbearance did not need the relief.

22. The GSEs have advised servicers like Wells Fargo to make sure borrowers like Plaintiff are fully informed about the downsides to a forbearance. As Fannie Mae directed in an August 2020 “FAQ” for servicers: “It is important that the borrower go into the forbearance plan understanding that at the end of the forbearance period the forborne payments must be accounted for. Borrowers should not be left with the impression that the missed payments are forgiven.”

23. In addition, as Fannie May reminded servicers in a July 15, 2020 Lender Letter (LL-2020-02) “servicers must inform the borrower that the payments which are the subject of a forbearance

1 plan have only been delayed or reduced, not forgiven, and that once the forbearance plan is complete,
2 one of the following must occur:

- 3 • the mortgage loan must be brought current through a reinstatement,
- 4 • the borrower is approved for another workout option,
- 5 • the mortgage loan is paid in full, or
- 6 • the servicer refers the mortgage loan to foreclosure in accordance with
7 applicable law”

8 24. Regardless of whether a borrower needs the help or not, or is fully informed of the
9 consequences, lenders may not put a loan in forbearance without a customer requesting it. As the
10 Consumer Financial Protection Bureau explains, “You must contact your loan servicer **to request** this
11 forbearance.” Banks may not institute it automatically.

12 25. But that’s exactly what Wells Fargo did. As documented by Plaintiff and in consumer
13 complaints from across the nation, Wells Fargo automatically placed borrowers in forbearance when
14 they contacted the bank by phone or online to merely inquire about their options.

15 26. As one consumer told the Consumer Financial Protection Bureau, a Wells Fargo
16 employee admitted “that the system is like a ‘hair trigger’” automatically placing loans into
17 forbearance, “even though I did nothing to start a forbearance.”

18 27. Wells Fargo has conceded in a statement to the press that it “may have misinterpreted
19 customers’ intentions.”

20 28. That “misinterpretation” was widespread. The Consumer Financial Protection Bureau’s
21 database of consumer complaints lists numerous examples of similar complaints. This is a sample:

- 22 • “Due to a job loss, I reached out to Wells Fargo and asked for information on
23 their Covid-19 mortgage relief program. To clarify, I only asked for information on the
24 program. The representative on the phone stated that an information packet would be mailed to
25 me. About a week later, a letter arrived from Wells Fargo stating that they are ‘confirming short
26 term payment relief for the account.’ This was not what I had requested. In addition, the letter
27 states ‘We won’t report this account to consumer reporting agencies.’ It has now come to light
28 that Wells Fargo has put a forbearance on the mortgage, preventing any ability to refinance.”

1 • “Wells Fargo put my account in forbearance when I didn't request it. After
2 talking to multiple individuals on the phone I was told that if you click the ‘more info’ button
3 on the site that you will be automatically enrolled without asking.”

4 • “Wells Fargo will NOT allow us to end our forbearance. We have spent over 7
5 hours trying to reach them to resolve this.”

6 • “[W]e started getting email about COVID-19 relief from Wells Fargo, regarding
7 mortgage assistance. I sent them an email for more information. . . I tried to pay my house note
8 on the WF app, as I have always done. The app advised me that I did not have an active
9 account, that’s when we called to make the payment. We were told that our loan was in
10 forbearance and we could make a payment, but it would not post to the loan until after the
11 forbearance period was over.”

12 • “I contacted my mortgage company WELLS FARGO to inquire about what
13 types of services were available IF my renter 's were unable to make their payment due to
14 covid. It was for an inquiry purpose and I was told that I would receive a letter regarding any
15 programs available. . . . I did in fact receive a letter and in that letter it stated my mortgage was
16 placed in forbearance! I did not request any forbearance. Recently I was notified by a lender
17 that it showed on my credit report and have been trying to have it removed since then.”

18 • “Wells Fargo put me into CARES act forbearance without my consent. I was
19 unable to make a payment online like I usually do. I called and was on hold for an hour but
20 finally was able to talk to a rep, I told them they put me into forbearance without my
21 consent. He apologized and said that the system is like a ‘hair trigger’ even though I did
22 nothing to start a forbearance, I've never missed a payment, have no reason to apply for
23 forbearance and am able to make payments.”

24 • “Wells Fargo has placed or enrolled me in forbearance without my permission.
25 This has negatively impacted me as [redacted] has placed my home equity mortgage
26 application in denial status because of this.”

27 • “I did not sign anything to agree to forbearance and subsequent calls to them I
28 stressed that Im paying my mortgage and dont want a forbearance. Instead they listed it on my

1 credit without authorization. When I called them they said it was an error n they are working on
 2 it. They ruined my wife and my credit.”

3 • “I called Wells Fargo, and asked what relief they could provide due to Covid-19.
 4 . . . I am very familiar with how a forbearance versus a deferment works. I was adamant if all
 5 they could offer me was a forbearance that I was not interested and I was assured by the Wells
 6 Fargo rep that they would just put the 3 payments at the back end of the loan and it was not a
 7 forbearance so I agreed. Yesterday . . . I received a notice from Wells Fargo asking If I need to
 8 extend my forbearance or discuss repayment options for the missed payments. I am livid!”

9 29. Wells Fargo’s blunder is not an inconsequential administrative glitch. Forbearance can
 10 have grave impacts on a borrower’s credit history or access to credit. As Sen. Elizabeth Warren (D-
 11 Mass.) and Sen. Brian Schatz (D-Hawaii) wrote in a letter to Wells Fargo CEO Charles Scharf, the
 12 bank was “putting consumers at risk of greater financial hardship amidst one of the worst economic
 13 downturns in our country’s history.”

14 30. As NBC News reported regarding one the experience of one couple—Tammie and
 15 David Wilson—an unauthorized forbearance, “As long as the forbearance notation remains in their
 16 credit report, the Wilsons can’t take advantage of rock-bottom interest rates and are stuck at Wells
 17 Fargo.”

18 31. Wells Fargo may have been incentivized to place borrowers in forbearance because,
 19 once the forbearance period ends, those borrowers could be placed in a payment deferral program. And
 20 as part of COVID-19 relief, the GSEs provide servicers like Wells Fargo an incentive payment, capped
 21 at \$1,000 per mortgage, for placing borrowers in repayment or deferral plans:

SERVICER INCENTIVES

Bulletin 2020-15 stated that the Servicer incentive for a COVID-19 Payment Deferral would be communicated at a later date. With this Bulletin, we are informing Servicers of the COVID-19 Payment Deferral incentive amount, as well as making the following temporary updates to other Servicer incentives:

Incentive Type	Incentive Amount
Repayment Plan	\$500 Effective for all repayment plans with a first payment due date under the repayment plan on or after July 1, 2020
Payment Deferral/COVID-19 Payment Deferral	\$500 Effective immediately for all Payment Deferrals/COVID-19 Payment Deferrals (NOTE: Payment Deferral evaluations do not begin until on or after July 1, 2020)

1 As NBC News reported, “In some circumstances, banks can receive revenue when their customers
2 apply for mortgage forbearance or arrange to defer payments under the CARES Act. Fannie Mae, for
3 example, pays banks servicing loans up to \$200 to cover legal fees associated with filing two notices of
4 forbearance for each bankruptcy case. Once a borrower gets approval to defer his or her mortgage
5 payments, a bank servicing the loan can receive \$500 from Fannie Mae.”

6 32. This is not the first time Wells Fargo has taken action that harms its customers without
7 their consent. It is instead part of a well-established pattern at the bank. Most notably, Wells Fargo
8 opened an estimated 3.5 million debit or credit accounts without customer consent, as alleged in a class
9 action complaint brought by undersigned counsel in this District and resolved by a \$142 million
10 settlement finally approved by the Hon. Vince Chhabria.

11 **B. Wells Fargo Placed Plaintiff’s Loans in Forbearance Without Her Consent.**

12 33. One of the many victims of Wells Fargo is Plaintiff Pamela Delpapa. Ms. Delpapa lost
13 her job at a nail salon due to COVID-19. Concerned about whether she would be able to make her
14 mortgage payments, she called Wells Fargo—her mortgage servicer—to learn about her options. At
15 that point, she was paid in advance five months in her mortgage payments; in fact, the Wells Fargo
16 representative she spoke to said she would *not* be a candidate for assistance at this time but should feel
17 free to call back in five months. She relied on this misrepresentation to her detriment.

18 34. Unbeknownst to her, after that call Wells Fargo placed her loan in forbearance anyway.
19 She only found out when she called her mortgage broker to refinance her home. Her mortgage broker
20 told her she could not refinance because her loan was in forbearance. She was understandably shocked.

21 35. When she called Wells Fargo to complain, a Wells Fargo employee told her that when a
22 borrower calls the bank and pushes the button directing them to COVID information on mortgages, the
23 bank automatically places those accounts in forbearance. This aligns with what has happened to other
24 consumers, as reflected in consumer complaints collected by the Consumer Financial Protection
25 Bureau and reported in the media.

26 36. Ms. Delpapa never requested that her mortgage be placed in forbearance. In a June
27 letter to her, Wells Fargo admitted it placed her mortgage in forbearance without her consent and
28 without discussing it with her “in detail”:

1 We found that On March 17, 2020, your account was set up for the 90-day forbearance option
2 that was being offered to our customers. After listening to the phone call between you and our
3 representative, we discovered that you never requested to be placed on the plan nor was the plan
4 discussed with you in detail. On May 21, 2020, we updated the account and removed your
5 account from the forbearance plan as you requested. Additionally we updated our reporting to
6 ensure the forbearance comment was removed.

7 37. The bank's letter also conceded that the by reporting her mortgage as in forbearance,
8 Wells Fargo may have damaged Ms. Delpapa's ability get consumer credit, as she experienced
9 firsthand:

10 The credit bureaus have independent credit score models. We cannot speculate how any of their
11 proprietary models account for this; however, we do know, generally, those are not used for
12 underwriting of credit. If you apply for credit while on a forbearance plan, however, the lender
13 will see the "account in forbearance" comment on your credit report, and the fact that your
14 account is in forbearance may impact your ability to qualify for new credit or refinance.

15 38. Wells Fargo's actions have thus caused concrete and particularized injury to Ms.
16 Delpapa, which this complaint seeks to redress.

17 VI. CLASS ACTION ALLEGATIONS

18 39. Plaintiff brings this complaint on behalf of herself and all others similarly situated under
19 Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3). The Class that Plaintiff seeks to represent is
20 defined as follows:

21 All residential mortgage borrowers with a Government Sponsored Enterprise-
22 backed loan for whom Wells Fargo Bank, N.A., placed a residential mortgage into
23 forbearance under the Coronavirus Aid, Relief, and Economic Security (CARES)
24 Act without receiving the borrower's request for a forbearance and affirmance
25 that the borrower is experiencing a financial hardship due to COVID-19.

26 40. In addition, Plaintiff seeks to represent the following California Class:

27 All residential mortgage borrowers with a Government Sponsored Enterprise-backed
28 loan for whom Wells Fargo Bank, N.A., placed a residential mortgage secured by real
property in California into forbearance under the Coronavirus Aid, Relief, and
Economic Security (CARES) Act without receiving the borrower's request for a
forbearance and affirmance that the borrower is experiencing a financial hardship due to
COVID-19.

1 41. Excluded from the Classes are Wells Fargo’s officers, directors and employees; the
2 judicial officers and associated court staff assigned to this case; and the immediate family members of
3 such officers and staff.

4 42. **Numerosity:** The members of the Class are so numerous that joinder of all members
5 would be impractical. Wells Fargo is one of the nation’s largest home lenders and servicers, and media
6 reports indicate borrowers in at least 14 states have experience non-requested forbearances. The
7 Consumer Financial Protection Bureau has documented dozens of complaints. The precise numbers of
8 members can be ascertained through discovery, including of Wells Fargo’s records.

9 43. **Commonality and Predominance:** Common questions of law and fact predominate
10 over any questions affecting only individual members of the Class. For Plaintiff and the Class, the
11 common legal and factual questions include, but are not limited to the following:

- 12 A. Whether Wells Fargo negligently or intentionally enrolled customers in forbearance
13 programs without their consent;
- 14 B. Whether Wells Fargo’s Wells Fargo has breached terms implied in its contracts with
15 Plaintiff and the Class Members;
- 16 C. Whether Wells Fargo’s actions or inactions violated the consumer protection statutes
17 invoked herein;
- 18 D. Whether Plaintiff and the Class members were damaged by Wells Fargo’s conduct and,
19 if so, the appropriate amount of damages;
- 20 E. Whether, because of Wells Fargo’s misconduct, Plaintiff and the Class are entitled to
21 equitable and declaratory relief, and, if so, the nature of such relief.

22 44. **Typicality:** The representative Plaintiff’s claims are typical of the claims of the
23 members of the Class. Plaintiff and all the members of the Class have been injured by the same
24 wrongful practices of Wells Fargo. Plaintiff’s claims arise from the same practices and course of
25 conduct that give rise to the claims of the members of the Class and are based on the same legal
26 theories.

1 51. Plaintiff brings this claim on behalf of herself and the Nationwide Class or, in the
2 alternative, on behalf of herself and the California Class.

3 52. Plaintiff, the Class members, and Wells Fargo were parties to a contract, referred to as a
4 Deed, Deed of Trust, or Security (collectively, “Deed”). Wells Fargo may be either a signatory to that
5 contract, as the mortgage lender, or an assignee of that contract as mortgage servicer. In Plaintiff’s
6 case, Wells Fargo, as the loan service, assumed the obligations of the original lender in Plaintiff’s
7 Deed:

8 with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than
9 the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be
10 transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the
Note purchaser.

11 53. In either case, those Deed’s for GSE-backed loans are substantially identical for all
12 borrowers in material respects. The covenant of good faith and fair dealing is a common foundation
13 inherent in all of the Deeds between Plaintiff, Class members, and Wells Fargo.

14 54. Regardless of its terms, every contract contains an implied covenant of good faith and
15 fair dealing. The implied covenant obligates the parties to cooperate so that each party may obtain the
16 full benefit of performance of the contract. The duty of good faith and fair dealing means that parties
17 may not interfere with or fail to cooperate in the other party’s performance. Neither party may engage
18 in conduct that impairs or prevents the other party from enjoying the benefits of the contract or engage
19 in conduct that prevents the other party from performing under the contract.

20 55. Wells Fargo impliedly covenanted as a servicer that it would undertake its duties in
21 good faith. In particular, Wells Fargo has a contractual duty under the Deed to apply payments it
22 receives from borrower to interest, principal, and escrow items, in that order. Borrowers, in turn, must
23 timely pay the amounts due for those items.

24 56. By placing Plaintiff and Class member in forbearance without their consent, Wells
25 Fargo frustrated and interfered with the Plaintiff’s and Class members’ ability to perform under the
26 Deeds and failed to cooperate with the Plaintiff’s and Class members’ performance of the contract.

27 57. No reasonable party would expect Wells Fargo would put their mortgage forbearance
28 without their consent.

1 if the person knows or should know the information is incomplete or inaccurate.” Cal. Civ. Code §
2 1785.25(a).

3 80. Wells Fargo, a “person” under the CCRA, furnished information on Plaintiff’s and
4 Class Member’s mortgage forbearances that it knew or should have known was incomplete or
5 inaccurate to consumer credit reporting agencies.

6
7 81. Wells Fargo acknowledged in its form letter to Plaintiff that it informed the consumer
8 reporting agencies that Plaintiff’s mortgage was in forbearance:

9 **plan. We also provided the credit bureaus with a comment code that says the account was in a**
10 **forbearance plan. We have validated with FICO that this 'Account in Forbearance' code does not**

11 82. That information was incomplete, inaccurate, or materially misleading because Plaintiff
12 did not request that her account be placed in forbearance, and it included information that was negative
13 to Plaintiff and Class members.

14 83. Plaintiff suffered actual damage as a result of this violation because she was not able to
15 pursue a refinancing or otherwise suffered harm to her credit.

16 84. Wells Fargo’s violation was willful under Cal. Civ. Code § 1785.31 because Wells
17 Fargo acted with reckless disregard for the rights of Plaintiff and the Class in enacting a statutory
18 scheme meant the help, not further harm, borrowers.

19 85. As a result of Wells Fargo’s negligent and willful violations of the CCRA, Plaintiff
20 seeks all available remedies under the CCRA, including actual damages, court costs, loss of wages,
21 attorney’s fees and, pain and suffering, and punitive damages.

22 **FIFTH CAUSE OF ACTION**
23 **Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et seq.***
24 **Asserted on Behalf of Plaintiff and the California Class**

25 86. Plaintiff incorporates by reference every prior and subsequent allegation of this
26 Complaint as if fully restated here.

27 87. Plaintiff brings this claim on behalf of the California Class.

1 88. The Rosenthal Fair Debt Collection Practices Act (“Rosenthal FDCPA”) prohibits debt
2 collectors from, among other things, making false, deceptive, or misleading representations in an effort
3 to collect a debt. Cal. Civ. Code § 1788.

4 89. Wells Fargo is a “debt collector” because it “regularly . . . engages in debt collection” as
5 a mortgage servicer. *See* Cal. Civ. Code § 1788.2(c). Plaintiff and Class members are persons, and
6 their mortgage loans are “consumer debts” under the Rosenthal FDCPA. *Id.* § 1788.2(f), (g).

7 90. The Rosenthal FDCPA incorporates by reference and prohibits violations of the federal
8 Fair Debt Collection Practices Act. Cal. Civ. Code § 1788.17. That includes the Federal Act’s
9 prohibition of “false, deceptive, or misleading representation or means in connection with the
10 collection of any debt[,]” including the false representation of the status of any debt, “communicating
11 or threatening to communicate to any person credit information which is known or which should be
12 known to be false,” and the “use of any false representation or deceptive means to collect or attempt to
13 collect any debt or to obtain information concerning a consumer. 15 U.S.C. § 1692e(2), (8), (10).

14 91. Wells Fargo violated the Rosenthal FDCPA through its violations of Section 1692e of
15 the Federal Act, when it provided false, deceptive, or misleading information about the mortgage debt
16 of Plaintiff and the Class; i.e., that Plaintiff and the Class has requested a forbearance.

17 92. As a result of Wells Fargo’s violation fo the State and Federal Acts, Plaintiff is entitled
18 to actual and statutory damages, fees, and costs available under those Acts. *See* Cal. Civ. Code §
19 1788.17; 15 U.S.C. § 1692k.

20 **VIII. REQUEST FOR RELIEF**

21 93. Plaintiff, individually and on behalf of all others similarly situated, requests that the
22 Court enter judgment against Defendant, as follows:

- 23 A. Certify the Class and, under Federal Rules of Civil Procedure 23(b)(2) and 23(b)(3),
24 appoint Plaintiff as representative of the Class and appoint Plaintiff’s counsel as Class
25 counsel;
- 26 B. Award declaratory relief, including but not limited to a declaration that Wells Fargo’s
27 actions and business practices are unlawful and that Wells Fargo must comply with
28 state and federal lending laws;

- 1 C. Award injunctive relief, including public injunctive relief permanently enjoining Wells
- 2 Fargo from performing further unfair and unlawful acts as alleged;
- 3 D. Award all recoverable compensatory, statutory, and other damages sustained by
- 4 Plaintiff and the Class, including disgorgement, penalties, unjust enrichment, and all
- 5 other relief allowed under applicable law;
- 6 E. Grant Plaintiff and the Class awards of restitution and/or disgorgement of Wells Fargo's
- 7 profits from its unfair and unlawful practices described above;
- 8 F. Award all costs of prosecuting this action, including attorneys' fees and expert fees as
- 9 may be allowable under applicable law;
- 10 G. Award both pre-judgment and post-judgment interest on any amounts awarded;
- 11 H. Award treble or punitive damages insofar as they are allowed by applicable laws;
- 12 I. Award appropriate individual relief as requested above; and
- 13 J. Grant such other and further relief, including declaratory, injunctive, and equitable
- 14 relief, as the Court may deem proper.

15 **IX. DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a trial by jury on all issues so triable.

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1 DATED this 26th day of August, 2020.

2 KELLER ROHRBACK L.L.P.

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