

1 Aldon L. Bolanos, Esq., SBN. 233915  
2 Law Offices of Aldon L. Bolanos, Esq.  
3 Sacramento, CA 95814  
4 PH. 916.446.2800  
5 FX. 916.446.2828  
6 www.aldonlaw.com

7 Attorneys for Plaintiff Danilo SESE

**FILED**  
**Superior Court Of California,**  
**Sacramento**  
**05/28/2013**  
emuniz  
By \_\_\_\_\_, Deputy  
Case Number:  
**34-2013-00144287**

8 State of California  
9 County of Sacramento

DEPARTMENT  
ASSIGNMENTS

Case Management 39  
Law and Motion 53  
Minors Compromise 43

11 Danilo SESE,  
12 Plaintiff,  
13 vs.  
14 Wells Fargo Bank, N.A.,  
15 Defendant.

Case No.

Verified Complaint for  
Injunctive Relief and Damages

Jury Trial Demanded

19  
20 1. Plaintiff Danilo SESE ("Plaintiff or Mr. Sese")  
21 brings this complaint for damages and injunctive  
22 relieve due to "dual tracking" by defendant Wells Fargo  
23 Bank ("Defendant or Wells Fargo").  
24 2. Specifically, Mr. Sese has been engaged in ongoing  
25 good faith negotiations with Wells Fargo Bank toward  
26 the modification of a home loan on his property at 8781  
27 Longmore Way, Fair Oaks, California, within this  
28 County.

1 3. At the same time, defendant bank was actively  
2 moving toward foreclosure of the home and took clear  
3 steps to satisfy this state's requirements toward a  
4 non-judicial foreclosure, including recording a notice  
5 of default and notice of trustee's sale. At present,  
6 and despite the ongoing good faith negotiations, the  
7 trustee's sale is schedule for June 4, 2013.

8 4. At the same time, the bank continued to "string  
9 along" Mr. Sese, with promises of a modification if  
10 only certain documents were provided, which in many  
11 cases were the same documents that had been previously  
12 requested and previously provided on numerous  
13 occasions.

14 5. Consequently, plaintiff is informed and believes  
15 and based thereon alleges that the negotiations were  
16 not in good faith, and were a mere "smoke screen" for  
17 use by defendant to lull Mr. Sese into a state of  
18 complacency while his home was taken from him.

19 6. During this process, Mr. Sese also encountered  
20 multiple points of contact at the bank. One  
21 representative would tell him that only another  
22 department could handle certain transactions, et  
23 cetera. The end result would be sophisticated shell  
24 game designed to fatigue Mr. Sese and relieve him of  
25 both his cash income and his assets, including his  
26 family home.

27 7. Jurisdiction and venue are proper because Wells  
28 Fargo Bank is engaged in extensive business within this

1 County, and all the acts alleged herein occurred within  
2 this County, such that jurisdiction before this court  
3 would not offend traditional notions of fair play and  
4 substantial justice.

5  
6 **First Cause of Action: Violations of the**  
7 **Homeowners' Bill of Rights**

8 8. Under California law, a borrower may bring an  
9 action for injunctive relief to enjoin a material  
10 violation of *Civil Code* section 2923.5, 2923.7,  
11 2924.11, or 2924.17. Any injunction shall remain in  
12 place and any trustee's sale shall be enjoined until  
13 the court determines that the bank has corrected and  
14 remedied the violations giving rise to the action for  
15 injunctive relief. *Civil Code* § 2924.12.

16 9. Also under these laws, a court may award a  
17 prevailing borrower reasonable attorney's fees and  
18 costs in an action brought pursuant to this section.  
19 *Id.* at subsection (g). Additionally, a borrower shall  
20 be deemed to have prevailed for purposes of this  
21 subdivision if the borrower obtained injunctive relief  
22 or was awarded damages pursuant to this section. *Id.* at  
23 subsection (h).

24 10. Under the recently-enacted **California Homeowners'**  
25 **Bill of Rights**, a mortgage servicer/bank may not record  
26 a notice of default until it complies with numerous  
27 specific conditions set forth in the statute at  
28 2924.18.

1 11. Mr. Sese was asked repeatedly to provide the same  
2 documents over and over to Wells Fargo Bank, and he did  
3 provide a complete application to them on repeated  
4 occasions. The bank acknowledged receipt of these  
5 documents in writing, and yet continued to request, in  
6 both writing and by telephone, that Mr. Sese provide  
7 the same documents again! In all instances Mr. Sese  
8 complied and provided the documents again without  
9 protest. This charade went on throughout 2013, until  
10 on or about May 15, 2013, the bank recorded and served  
11 a notice of trustee's sale for June 4, 2013.

12 12. Additionally, upon request from a borrower who  
13 requests a foreclosure prevention alternative, the  
14 mortgage servicer shall promptly establish a single  
15 point of contact and provide to the borrower one or  
16 more direct means of communication with the single  
17 point of contact. The single point of contact is  
18 responsible for numerous obligations set forth in the  
19 statute.

20 15. Wells Fargo Bank did not provide said single point  
21 of contact, and instead plaintiff was shuttled from  
22 representative to representative, with the ultimate  
23 result being the home is facing foreclosure.

24

25

PRAYER FOR RELIEF

26

27

WHEREFORE, Plaintiff prays judgment against  
defendant as follows:

28

1. For General damages according to proof;

