SUPREME COURT NO. S258019

IN THE SUPREME COURT

OF THE STATE OF CALIFORNIA

KWANG K. SHEEN, Plaintiff, Appellant and Petitioner vs. WELLS FARGO BANK, NA., et. al., Defendant and Respondent.	Court of Appeal No. B289003 Superior Court No. BC631510

Appeal from a Judgment
of the Superior Court, County of Los Angeles
Hon. Robert L. Hess, Judge

ANSWER TO PETITION FOR REVIEW OF WELLS FARGO BANK, N.A.

KUTAK ROCK LLP
Jeffrey S. Gerardo (SBN 146508
*Steven M. Dailey (SBN 163857)
5 Park Plaza, Suite 1500
Irvine, California 92614
Tele: (949) 417-0999 / Fax: (949) 417-5394
Email: Steven.Dailey@KutakRock.com

Attorneys for Respondent and Defendant,
WELLS FARGO BANK, N.A.

TABLE OF CONTENTS

Page

TABLE OF AUTHORITIES

Page(s)

Cases

Statutes

ANSWER TO PETITION FOR REVIEW

I. INTRODUCTION.

Petitioner Kwang Sheen ("Petitioner"), has petitioned this Court for review of the Court of Appeal, Second Appellate District, Division Eight's August 5, 2019 decision affirming the Superior Court's judgment following an order sustaining, without leave to amend, the Demurrer of Defendant and Respondent Wells Fargo Bank, N.A. ("Wells Fargo" or "Respondents".) (Petition and Ex. "A".) Through the Petition, Petitioner complains that there is a split of authority in the State's appellate courts relating to whether there is a duty of care as between a lender or loan servicer and its borrower in the loan modification application process. Petitioner's particular case as to Wells Fargo, however, is not the proper vehicle for the Court to resolve the split. Wells Fargo was a former loan servicer of two of Petitioner's loans. Wells Fargo sold one loan in 2010, and forgave the other. Co-Defendant Mirabella Investments Group, LLC ("Mirabella") foreclosed in 2014 after it, or its servicer, denied multiple of Petitioner's loan modification applications. As to Wells Fargo, the Court of Appeal decided the issues consistently with decisions of this Court and other Court of Appeal decisions, which compelled the conclusion that no legal duty exists relating to the re-negotiation of mortgage contract terms as between a borrower and his

lender, notably where the lender is not alleged to have lured or induced the borrower into default. In light of the foregoing, no review is warranted.

II. FACTUAL AND PROCEDURAL BACKGROUND.

In November 2005, Petitioner obtained two loans from Wells Fargo that were secured by Deeds of Trust recorded on the real property located at 5224 Cheryl Ave., La Crescenta, California ("Property"). Specifically, on November 7, 2005, Petitioner obtained the second loan in the amount of $167,820.00, and on November 9, 2005, a third loan in the amount of $82,037.14. Both loans were junior to a first Deed of Trust that had been recorded in 2003. Wells Fargo was the original lender and beneficiary of both junior Deeds of Trust.

In 2008, Petitioner "[e]xperienced tremendous financial difficulty in late 2008 and, in around 2009, missed a number of payments due on the Second and Third Loans." (Petition, p. 9). On September 10, 2009, Wells Fargo recorded a Notice of Default on the Property due to Petitioner's default on the second loan. On January 29, 2010, Petitioner applied to Wells Fargo for modifications of his second and third loans. Wells Fargo cancelled a trustee's sale that was scheduled for February 3, 2010 under the second loan's default. Petitioner argued that since he did not receive an

approval or denial of his modification application, "he believed that he was approved".

Petitioner stated he received two letters from Wells Fargo on March 17, 2010, stating the balances of the second and third loans were "accelerated" and his "entire balance is now due and owing." (Petition, pp. 10-11.) Petitioner confusingly interpreted this as an indication that his modification application was being considered or that the loans were modified and he believed "that the Property would never be sold at a foreclosure action as a result of these modifications." (Petition, p. 12.) Petitioner states he never received a response to the January 2010 modification applications. (Petition, p. 12.) Petitioner also claims a Wells Fargo representative informed Plaintiff's wife on the telephone in March 2010 that there would not be a foreclosure sale. (Petition, p. 12.) Petitioner alleged he received April 23, 2010 correspondence from Wells Fargo offering to resolve the amount outstanding under the loan secured by the second loan, and advising that if Appellant failed to respond to the offer, efforts to collect on the loan may be taken. (Petition, p. 13.) Appellant again confusingly believed the April 23, 2010 letter confirmed his "understanding" that the loan secured by the $167,820.00 Deed of Trust had been modified and was "unsecured." (Petition, p. 13.)

In November 2010, Wells Fargo sold the second loan to Dove Creek, LLC which subsequently sold it to CC Drake, LLC. (Petition, pp. 13-14.) Wells Fargo is not alleged to have any further role as to the second loan after this point. In 2012, Petitioner defaulted on his senior loan secured by his first Deed of Trust, and then he obtained a modification of that loan in 2013, and the Notice of Default was rescinded. Also in 2013, Wells Fargo cancelled the third loan entirely. Petitioner received a 1099-C form from Wells Fargo stating that the principal amount of $82,037.14 was discharged, and he later received confirming correspondence to that effect.

In 2014, CC Drake, LLC sold the second loan to Mirabella. (Petition, pp. 13-14.) On April 29, 2014, Mirabella recorded a Notice of Default on the Property due to Petitioner's default on the second loan. Petitioner alleged that in July 2014 he received correspondence from Mirabella notifying him that second loan was in default. (Petition, p. 14). A Notice of Trustee's Sale was recorded on July 30, 2014. Petitioner submitted modification applications to Mirabella, and his applications were ultimately denied by Mirabella's loan servicer, FCI Lender Services ("FCI"), on August 28, 2014, September 23, 2014, and October 1, 2014. Petitioner claimed that FCI informed his attorney that "FCI no longer considered the Second Loan to be in 'active foreclosure'," which he interpreted as meaning the sale was cancelled. (Clerk's Transcript, vol. 3, p. 494.) Petitioner had

filed a Chapter 7 bankruptcy case, which was dismissed and the automatic stay lifted on October 24, 2014.

Mirabella sold the Property at a trustee's sale on October 29, 2014. (Petition, p. 14.) The Property transferred to Equity Investments Group, Inc. which eventually obtained an unlawful detainer judgment on April 15, 2015.

On June 5, 2015, Petitioner filed a Chapter 13 bankruptcy petition but he did not identify any of the claims against Wells Fargo as property of his bankruptcy estate. (Clerk's Transcript, vol. 4, pp. 728-730.) On July 20, 2015, the bankruptcy court granted Equity Investments Group, Inc.'s Motion for Relief from Stay under 11 U.S.C. § 362, to enforce its remedies to obtain possession of the Property.

On August 23, 2016, almost six years after Wells Fargo sold the second loan, and three years after it forgave the third loan, Petitioner filed his Complaint in Los Angeles Superior Court as against Wells Fargo, Mirabella, and FCI attacking loan servicing-related conduct and the 2014 nonjudicial foreclosure sale. On November 9, 2016, the court sustained Wells Fargo's Demurrer to the Complaint, with leave to amend. Petitioner filed his First Amended Complaint on November 28, 2016. On March 2, 2017, the court again sustained Wells Fargo's Demurrer and provided Petitioner leave to amend. Petitioner filed his Second Amended Complaint on March 13, 2017, alleging causes of action for negligence, intentional

infliction of emotional distress and violations of Business and Professions Code sections 17200, *et seq*. On June 22, 2017, the court sustained Wells Fargo's Demurrer to the Second Amended Complaint finding, in part, that Petitioner had not alleged facts supporting a general duty of care owed by Wells Fargo to Petitioner. Judgment was entered on January 16, 2018, and Petitioner appealed.

The Court of Appeal affirmed the Judgment on August 5, 2019. (Petition, Ex. "A".) The court based its decision on an analysis of the recent *Southern California Gas Leak Cases* (2019) 247 Cal.Rptr.3d 632 (*Gas Leak Cases*), the Restatement of Torts, and decisions in multiple other jurisdictions. While not about mortgage modifications, the court stated the *Gas Leak Cases* decision gives "guiding sources of law about whether to extend tort duties when, as here, there is no personal injury or property damage." In the *Gas Leak Cases*, this Court analyzed the factors as espoused in *Rowland v. Christian* (1968) 69 Cal.2d 108, 113 (which cited *Biakanja v. Irving* (1958) 49 Cal.2d 647). The *Sheen* court stated, the borrower Sheen, the business plaintiffs in the *Gas Leak Cases*, "suffered neither personal injury nor property damage. Their losses were purely economic." The question in the *Gas Leak Cases* was "whether the utility owed these businesses a tort duty of care." The *Sheen* court recognized that the "High Court said no," as "the economic loss rule means there is no such

tort duty." (also stating "Here we have a financial transaction gone awry and nothing more: Sheen suffered neither personal injury nor property damage"). The court also discussed the Restatement of Torts, stating the "Restatement counsels against this extension because other bodies of law—breach of contract, negligent misrepresentation, promissory estoppel, fraud, and so forth—are better suited to handle contract negotiation issues." The court further recognized, "Decisions from other jurisdiction form a consensus that 'cuts sharply against imposing a duty of care to avoid causing purely economic losses in negligence cases like this one'." (Citing *Gas Leak Cases*, 247 Cal.Rptr.3d 632). The *Sheen* Opinion contains an extensive string citation demonstrating, "Courts in at least 23 states have refused to impose tort duties on lenders about loan modifications." Overall, "these sources of law decisively weigh against extending tort duties into mortgage modification negotiations." The *Sheen* court also discussed, and disapproved of, the cases relied upon by Petitioner, including *Alvarez v. BAC Home Loans Servicing, L.P*. (2014) 228 Cal.App.4th 941 and *Daniels v. Select Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 201 Cal.Rptr.3d 390.

Petitioner filed his Petition for Review on September 16, 2019, claiming review should be granted "to resolve a conflict among the Courts

of Appeal regarding whether loan servicers owe borrowers a common law duty of care." (Petition, p. 15.)

III. THE FACTS OF THE CASE DO NOT SUPPORT PETITIONER'S ISSUE FOR REVIEW.

Petitioner's issue presented is whether a "mortgage servicer owe[s] a borrower a duty of care to refrain from making material misrepresentations about the status of a foreclosure sale following the borrower's submission of, and the servicer's agreement to review, an application to modify a mortgage loan." (Petition, p. 8.) The facts of this case, as pleaded against Wells Fargo, do not squarely place that issue before this Court.

No "material misrepresentations about the status of a foreclosure sale" by Wells Fargo were at issue in this case. This case was very narrow, as the Court of Appeal recognized. In its decision the court noted Petitioner "did not bring" claims for to following: "1. Breach of contract, 2. Negligent misrepresentation, 3) Promissory estoppel, or "Fraud." (Petition, Ex. "A", p. 7.) Petitioner's counsel at oral argument "Stressed to the trial court the suit's limited and precisely targeted nature." (Petition, Ex. "A", p. 7.) Negligent misrepresentation was purposefully not pleaded in this case, but the issue presented is broad as it relates to "material misrepresentations".

Wells Fargo was the former lender on the second and third loans. It originally owned those loans, it sent letters to Petitioner indicating the balances were accelerated, and there was an alleged oral representation that

no foreclosure sale would occur at that point. (Petition, pp. 10-12.) Petitioner's assumptions that his loan was modified and his conclusion that a foreclosure sale could *never* occur was just that, his own legal conclusion.

Petitioner's own allegations demonstrated Wells Fargo's sale of the second loan in 2010, and it had no role relating to that loan subsequent to that point. (Petition, pp. 10-12). In 2013 Wells Fargo cancelled the third loan.

The foreclosure sale occurred in 2014 by co-defendant, Mirabella and its servicer, FCI, due to Petitioner's continued default under the second loan, and following his unsuccessful attempts to modify the loan. Perhaps Petitioner claims that Mirabella or FCI made misrepresentations as to the foreclosure of the Property at points between 2010 and the 2014 foreclosure sale, but those defendants are not parties to this appeal. As to Wells Fargo, the issue presented for review is not supported by the facts of this particular case.

IV. THE FACTS OF PETITIONER'S CASE AGAINST FORMER LENDER WELLS FARGO DID NOT IMPLICATE CONDUCT EXCEEDING THE SCOPE OF A LENDER'S CONVENTIONAL ROLE.

Petitioner argues review is necessary "to resolve a conflict among the Courts of Appeal regarding whether loan servicers owe borrowers a common law duty of care." (Petition, p. 15.) However, Petitioner's particular case, as to former lender Wells Fargo, is not the appropriate case

to resolve any conflict within the State's courts. While the Superior Court and Court of Appeal made a finding that no legal duty was apparent in this case, the facts alleged against Wells Fargo were very attenuated, and there were no facts pleaded that Wells Fargo's conduct had any role in Petitioner's default.

The Court of Appeal's conclusion as to Wells Fargo was supported both by the standard analysis in *Nymark v. Heart Federal Savings & Loan* (1991) 231 Cal.App.3d 1089, and the analysis in *Biakanja v. Irving* (1958) 49 Cal.2d 647. Under *Nymark*, Wells Fargo was acting within its conventional role as a lender of money, and no duty existed. (*Nymark*, at p. 1096.) Under *Biakanja*, a lack of certainty that Petitioner suffered harm, and an absence of any causal connection between Wells Fargo's conduct and any harm shown means that no duty of care would exist. (*Biakanja*, at p. 650 [listing the factors used to determine duty in the absence of privity between parties].) In short, the outcome would have been the same either way.

In applying the *Biakanja* test, the Courts of Appeal have placed significant weight on borrowers' allegations that their default was in some way caused by loan servicers' representations that default was a precondition for being considered for a loan modification. In *Daniels v. Select Portfolio Servicing, Inc.* (2016) 246 Cal.App.4th 1150, 1159 the court found a legal duty existed upon facts that the lender lured the borrower into

default. The court stated: "The B of A employees 'led [appellants] to believe that they would be granted a loan modification if ... they became at least three months delinquent in their monthly mortgage payments.' Appellants, who until that time were current on their monthly payments, missed three payments at the behest of B of A." (*Daniels*, 246 Cal.App.4th at 1159). The *Daniels* court found the second, fourth and fifth *Biakanja* factors thus weighed in the borrower's favor. (*Id*. at 1182-83.)

In *Rossetta v. CitiMortgage, Inc.* (2018) 18 Cal.App.5th 628, the Court of Appeal found a legal duty existed, but not "merely because a lender receives or considers a loan modification application." Instead, the court stated:

> [W]e find it significant that CitiMortgage allegedly refused to consider Rossetta's loan modification application until she was three months behind in her mortgage payments. By making default a condition of being considered for a loan modification, Citi-Mortgage did more than simply enhance its already overwhelming bargaining power; it arguably directed Rossetta' s behavior in a way that potentially exceeds the role of a conventional lender. At a minimum, the alleged policy of making default a condition of being considered for a loan modification informs our application of the *Biakanja* factors.

(*Rosetta*, 18 Cal.App.5th at 640.)

These cases are in stark contrast to *Lueras v. BAC Home Loans Servicing, LP* (2013) 221 Cal.App.4th 49,67, where the Court of Appeal stated, "If the lender did not place the borrower in a position creating the

need for a loan modification, then no moral blame would be attached to the lender's conduct."

In this case, Petitioner did not allege his former loans servicer, Wells Fargo, lured him into defaulting in any manner. He acknowledged he "[e]xperienced tremendous financial difficulty in late 2008 and, in around 2009, missed a number of payments due on the Second and Third Loans." (Petition, p. 9). The fact that Petitioner's default was caused solely by his own financial distress is key to distinguishing this case from those decisions which analyze the duty of care issue where a lender has induced a borrower into defaulting.

V. THE FACTS OF PETITIONER'S CASE AGAINST FORMER LENDER WELLS FARGO WERE TENUOUS AND THE COURTS COULD HAVE FOUND THE CLAIMS FAILED ON OTHER GROUNDS.

While the Superior Court and Court of Appeal made a finding that no legal duty was apparent in this case, the facts alleged against Wells Fargo were very attenuated. As discussed above, there were no facts pleaded that Wells Fargo's conduct had any role in Petitioner's default. Also, the fact that the Demurrer could have been sustained on many other grounds makes this case a particularly inappropriate matter upon which to resolve any conflict of cases.

A negligence claim as against Wells Fargo based in conduct relating to letters or a phone conversation in 2010 could have been found to be

barred by the two-year statute of limitations. The sale occurred in 2014, and Plaintiff did not file the action until 2016. Also, Petitioner's claims could have failed for lack of any apparent injury proximately caused by Wells Fargo. Beyond this, Petitioner failed to disclose any claims as against Wells Fargo in his Chapter 13 bankruptcy proceeding in 2015. As the causes of action all accrued pre-petition, and were not disclosed as assets in the bankruptcy proceeding, judicial estoppel could have been applied to preclude assertion of the claims against Wells Fargo in the lower court. The case could have been found to fail on multiple other bases as to former servicer Wells Fargo. The facts of this case make it a poor one to be the basis to resolve any split at this level on the duty of care issue.

VI. THE DUTY OF CARE ISSUE IS NOT CURRENTLY OF GREAT IMPORTANCE TO BE DECIDED BY THIS COURT.

In addition to the fact that this is an inappropriate case in which to review Petitioner's duty of care issue, the current state of decline of foreclosures and foreclosure litigation, and the increase of availability of foreclosure alternative programs and borrower-protective legislation, suggests there is less and less of a need to decide this issue.

The mid-2000s witnessed a decrease in underwriting standards, coupled with a dramatic increase in the issuance of subprime mortgage

loans.[1] This, coupled with the most severe U.S. recession since the Great Depression[2], led to particularly bleak conditions for the California housing market. Property values dropped dramatically, and many California homeowners were unable to stay current on their loans, let alone sell or refinance. In 2010, at the peak of mortgage delinquencies, 11.5% of all California home loans were at least one payment behind, while 7.4% were in default 90 days or more.[3] Foreclosures were occurring at record rates. In Southern California's six counties, by 2009, foreclosure filings had surged by 345% to average 133,243 a quarter.[4] Foreclosure-related litigation increased tremendously.[5] As an example, in 2010, counsel frequently representing borrowers, Damian Nassiri, said his lawfirm had filed about 100 lawsuits against mortgage lenders since 2007.[6] He reported that most of

---

[1] Michael Simkovic, COMPETITION AND CRISIS IN MORTGAGE SECURITIZATION, 88 IND. L.J. 213, 225-27 (2013).

[2] 9 INTERNATIONAL REGULATION OF FINANCE AND INVESTMENT § 42:24. CFPB —Amendments to the 2013 Mortgage Rules Under the Truth in Lending Act (Regulation Z), 9 International Regulation of Finance and Investment § 42:24.

[3] *See* CFPB, CFPB Mortgage Performance Trends (retrieved Sept. 25, 2019), publicly available https://www.consumerfinance.gov/data-research/mortgage-performance-trends/.

[4] Jonathan Lansner, *Southern California's foreclosure mill runs at one-tenth its peak pace*, Orange County Register (April 16, 2017), publicly available https://www.dailynews.com/2017/04/17/southern-californias-foreclosure-mill-runs-at-one-tenth-its-peak-pace/.

[5] *See* Schehr & Mitchell, THE HOME AFFORDABLE MODIFICATION PROGRAM AND A NEW WAVE OF CONSUMER FINANCE LITIGATION (June 2012) 91-Jun Mich. B.J. 38.

[6] E. Scott Reckard, *Lawsuits accuse lenders of sabotaging mortgage modifications,* L.A. Times (Oct. 26, 2010), publicly available at

his firm's suits were accusing "lenders of dealing in bad faith with borrowers who have become delinquent on loans."[7]

To aid defaulting homeowners, the federal government launched the Home Affordable Modification Program ("HAMP") in February 2009, which required participation of all major loan servicers.[8] Implementation of HAMP was not without challenges, and major loan servicers experienced significant levels of non-compliance with HAMP guidelines and other governmental regulations.[9] This lead to the National Mortgage Settlement and passage of the Homeowner Bill of Rights Act in California.[10] Foreclosure-related litigation followed, and led some courts to conclude that loan servicers owed borrowers a duty of care in the loan modification application process. (*See Alvarez, supra* (2014) 228 Cal.App.4th 941, 951 ["Although the provisions of HBOR had not yet become effective at the dates relevant to the present action, the legislation nonetheless 'sets forth policy considerations that should affect the assessment whether a duty of care was owed to [plaintiffs] at that time."'])

---

https://www.latimes.com/archives/la-xpm-2010-oct-26-la-fi-mortgage-lawsuits-20101026-story.html.

[7] *Id.*

[8] *Id;* U.S. Treasury, Supp. Directive 09-01 (April 6, 2009).

[9] *See* U.S. Gov't Accountability Office, GAO-10-634, Troubled Asset Relief Program: Further Actions Needed to Fully and Equitably Implement Foreclosure Mitigation Programs (2010) pp. 20-21.

[10] *See United States v. Bank of America Corp*. (D. D.C. April 4, 2012) No. 1:12-cv-00361-RMC (Consent Judgment); Senate Rules Com., Conf. Rept.

In the past few years, California's housing market economic circumstances have changed dramatically, reducing the duty of care issue to a question of less importance to pending and future litigation. In September 2010, the unemployment rate in California was 12.2%, and by August 2019 it lowered to 4.1%.[11] By November 2019, only 1.7% of California home loans are delinquent, and just 0.4% of home loans are more than 90 days delinquent.[12] The rate of mortgage delinquencies in California is tracking lower than the national average.[13] Foreclosures are in steep decline as well, having fallen by 90% or more from their post-recession highs.[14] Protections for housing consumers has been actively legislated by amendments to the Homeowner Bill of Rights. CalHFA Mortgage Assistance Corporation was created to receive and disburse federal funding to relieve stress on qualifying California homeowners.[15] Through the Keep Your Home California programs, more than 84,000 Californians qualified for some assistance, and

---

No. 1 on Assembly Bill 278 (2011-2012 Reg. Sess.) (July 2, 2012), pp. 1-4, 14-20.

[11] *See* Employment Development Department, Labor Market Indicators (retrieved Sept. 25, 2019), publicly available at https://www.labormarketinfo.edd.ca.gov/data/economic-indicators.html.

[12] *See* CFPB, CFPB Mortgage Performance Trends (retrieved Sept. 25, 2019), publicly available https://www.consumerfinance.gov/data-research/mortgage-performance-trends/.

[13] *Id.*

[14] Lansner, *Southern California's foreclosure mill runs at one-tenth its peak pace*, Orange County Register (April 16, 2017), publicly available https://www.dailynews.com/2017/04/17/southern-californias-foreclosure-mill-runs-at-one-tenth-its-peak-pace/.

more than $2 Billion was provided to prevent foreclosures.[16] As a result of these trends, comparatively few of the cases pending in California courts raise the type of negligence claim in the loan modification context upon which Petitioner sued in this case. Petitioner's duty of care issue is no longer of great importance to any significant number of pending or likely future cases. Any need for this Court's review has diminished significantly, and is especially unwarranted on facts as are apparent in this case.

Moreover, since the advent of the foreclosure crisis, the foreclosure process has been much more extensively regulated. The Homeowner Bill of Rights and regulations promulgated by the Consumer Financial Protection Bureau have extensively regulated the non-judicial foreclosure process. As a result, the imposition of a general duty of care is unnecessary because borrowers are protected by a raft of statutory and regulatory duties.

VII. CONCLUSION.

Respondent respectfully submits that review should be denied.

Dated: October 7, 2019 KUTAK ROCK LLP

By: s/ Steven M. Dailey
Steven M. Dailey
Attorneys for Respondent
WELLS FARGO BANK, N.A.

---

[15] CalHFA MAC, (retrieved Sept. 25, 2019), publicly available at http://keepyourhomecalifornia.org/aboutus/calhfa-mac/.

[16] Keep Your Home California, (retrieved Sept. 25, 2019), publicly available at http://keepyourhomecalifornia.org/.

CERTIFICATE OF COMPLIANCE RULE 8.504(d)

I, the undersigned, Steven M. Dailey, declare that:

I am a partner in the law firm of Kutak Rock LLP, which represents Defendant-Respondent WELLS FARGO BANK, N.A. in this case. This certificate of compliance is submitted in accordance with rule 8.504(d) of the California Rules of Court. This Answer to Petition for Review was produced with a computer and is proportionally spaced in 13 point Times New Roman typeface. The Answer to Petition for Review contains 3,863 words.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on October 7, 2019 at Irvine, California.

s/Steven M. Dailey
Steven M. Dailey

PROOF OF SERVICE

SHEEN. v. WELLS FARGO BANK, N.A., et al.
IN THE SUPREME COURT OF THE STATE OF CALIFORNIA
CASE NO. S258019

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the City of Irvine in the County of Orange, State of California. I am over the age of 18 and not a party to the within action. My business address is 5 Park Plaza, Suite 1500, Irvine, California 92614.

On **October 7, 2019**, I served on all interested parties as identified on the below mailing list the following document(s) described as:

ANSWER TO PETITION FOR REVIEW OF WELLS FARGO BANK, N.A.

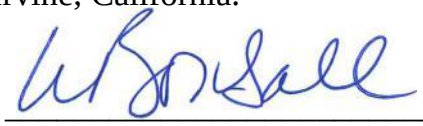
[X] **(BY OVERNIGHT DELIVERY/COURIER)** I delivered an envelope or package to a courier or driver authorized by the express service carrier; or deposited such envelope or package to a regularly maintained drop box or facility to receive documents by the express service carrier with delivery fees provided for.

[X] **(BY MESSENGER)** I served the document(s) to the person(s) at the address(es) listed below by providing the document(s) to a messenger for personal service. (A proof of service executed by the messenger will be filed in compliance with the *Code of Civil Procedure*).

SEE ATTACHED SERVICE LIST

☑ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **October 7, 2019**, at Irvine, California.



Wendy Bonsall

SERVICE LIST

Clerk of the Superior Court Hon. Robert L. Hess, Judge 111 N. Hill Street Los Angeles, CA 90401	Via Messenger
Supreme Court of California 350 McAllister Street Room 1295 San Francisco, CA 94102-4797	1 Paper copy via overnight delivery

STATE OF CALIFORNIA
Supreme Court of California

PROOF OF SERVICE

STATE OF CALIFORNIA
Supreme Court of California

Case Name: **SHEEN v. WELLS FARGO BANK**
Case Number: **S258019**
Lower Court Case Number: **B289003**

1. At the time of service I was at least 18 years of age and not a party to this legal action.

2. My email address used to e-serve: **steven.dailey@kutakrock.com**

3. I served by email a copy of the following document(s) indicated below:

Title(s) of papers e-served:

Filing Type	Document Title
ANSWER TO PETITION FOR REVIEW (WITH ONE TIME RESPONSIVE FILING FEE)	Sheen - Answer to Petition for Review 4853-2924-6887 v.4

Service Recipients:

Person Served	Email Address	Type	Date / Time
Steven Dailey Kutak Rock, LLP	steven.dailey@kutakrock.com	e-Serve	10/7/2019 4:10:51 PM
Ajay Gupta Gupta Legal Center, PC	ag@socal.law	e-Serve	10/7/2019 4:10:51 PM
Noah Grynberg Los Angeles Center for Community Law and Action	noah.grynberg@laccla.org	e-Serve	10/7/2019 4:10:51 PM
Jason Goldstein Buchalter Nemer	jgoldstein@buchalter.com	e-Serve	10/7/2019 4:10:51 PM

This proof of service was automatically created, submitted and signed on my behalf through my agreements with TrueFiling and its contents are true to the best of my information, knowledge, and belief.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10/7/2019
Date

/s/Wendy Bonsall
Signature

Dailey, Steven (163857)
Last Name, First Name (PNum)

Kutak Rock LLP
Law Firm