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8 Attorney for Plaintiff  
9 GEOFFREY LYNCH

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN FRANCISCO

ELECTRONICALLY  
**FILED**  
Superior Court of California,  
County of San Francisco

**04/05/2024**  
Clerk of the Court

BY: MARK UDAN  
Deputy Clerk

**CGC-24-613682**

GEOFFREY LYNCH

Plaintiff,

v.

WELLS FARGO BANK, N.A.; QUALITY  
LOAN SERVICE CORPORATION; JUSTIN  
LUU; XIAO PING WU; and DOES 1-20,  
inclusive,

Defendants.

**Case No.:**

**GEOFFREY LYNCH'S COMPLAINT  
FOR:**

- 1) **VIOLATIONS OF CIVIL  
CODE § 2923.55**
- 2) **VIOLATIONS OF CIVIL  
CODE § 2923.7**
- 3) **VIOLATIONS OF CIVIL  
CODE § 2924.17**
- 4) **VIOLATIONS OF CIVIL  
CODE § 3273.11**
- 5) **WRONGFUL FORECLOSURE**
- 6) **TRESPASS**
- 7) **WRONGFUL EVICTION**
- 8) **CONVERSION**
- 9) **INTENTIONAL INFLICTION  
OF EMOTIONAL DISTRESS**
- 10) **UNFAIR BUSINESS  
PRACTICES**
- 11) **SLANDER OF TITLE**
- 12) **QUIET TITLE**

**JURY TRIAL DEMANDED**

Plaintiff, GEOFFREY LYNCH ("Plaintiff"), on information and belief, allege as follows:

1 **INTRODUCTION**

2 1. The Subject Property is a residence, owned by Plaintiffs, which is located at 2301 26th  
3 Avenue, San Francisco, CA 94116 (the “Subject Property”).

4 **JURISDICTIONAL ALLEGATIONS**

5 2. Plaintiff GEOFFREY LYNCH (“Plaintiff” or “Lynch”) is, and was at all times material  
6 to this Complaint, a resident of San Francisco, California.

7 3. Defendant, WELLS FARGO BANK, N.A. (“Wells Fargo”), at all relevant times herein,  
8 was purportedly doing business in the State of California as a lender and/or loan servicer.

9 4. Defendant, QUALITY LOAN SERVICE CORPORATION (“Quality Loan” or “Quality  
10 Loan Service”), at all times relevant herein, has been an investor in mortgage loans in the  
11 State of California.

12 5. On information and belief, Plaintiff alleges that Defendant, JUSTIN LUU (“Luu”), at all  
13 times relevant herein, has been a citizen of the state of California.

14 6. On information and belief, Plaintiff alleges that Defendant, XIAO PING WU (“Wu”), at  
15 all times relevant herein, has been a citizen of the state of California.

16 7. On information and belief, Plaintiff alleges that Defendant QUALITY LOAN SERVICE  
17 CORPORATION, at all times relevant herein, has been a citizen of the state of California.

18 8. The real property that is the subject of this action is commonly known as 2301 26th  
19 Avenue, San Francisco, CA 94116 (hereinafter, the “Subject Property”).

20 9. Jurisdiction of this Court over the instant controversy is based upon Cal. Civ. Proc. § 88.

21 10. Venue is proper in this Court pursuant to Code of Civil Procedure § 392(a) because the  
22 Subject Property is located within the jurisdictional region of this Court. Additionally,  
23 Defendant’s liability to Plaintiff arose in San Francisco County, California. Therefore, this  
24 Court has jurisdiction over all parties named herein.

25 11. Venue is properly placed in San Francisco County, California, pursuant to Cal Civ. Proc.  
26 § 392, because this action results from a dispute over a mortgage on real property located  
27 in San Francisco County. In addition, this action arises out of an offer or provision of a  
28 loan intended primarily for personal family or household use in San Francisco County,  
and the acts alleged in this Complaint occurred in San Francisco County.

12. The true names and capacities, whether individual, corporate, associate or otherwise, of  
Defendants DOES 1 through 20, inclusive, and each of them, are unknown to Plaintiff at

1 this time, and Plaintiff therefore sue said Defendants by such fictitious names. Plaintiffs  
2 allege, on information and belief, that Doe Defendant is responsible for the actions herein  
3 alleged. Plaintiffs will seek leave of Court to amend this Complaint when the names of  
4 said Doe Defendant have been ascertained.

5 13. At all times mentioned herein, whenever an act or omission of a business entity is alleged,  
6 said allegation shall be deemed to mean and include an allegation that the business entity  
7 acted or omitted to act through its authorized officers, directors, agents, servants, and/or  
8 employees, acting within the course and scope of their duties, that the act or omission was  
9 authorized and/or ratified by the business entity.

10 14. Plaintiff purchased Subject Property on August 16, 2017, and held title to the Property  
11 until the Trustee's Deed Upon Sale was recorded on March 17, 2023.

### 12 GENERAL ALLEGATIONS

13 15. In July 2012, Governor Edmund Brown signed the California Homeowners Bill of Rights  
14 ("HBOR") into law. The striking urgency of the factual findings by the California  
15 Legislature demonstrate how dire the current foreclosure crisis is. The Legislature found  
16 that "California is still reeling from the economic impacts of a wave of residential property  
17 foreclosures that began in 2007. From 2007 to 2011 alone, there were over 900,000  
18 completed foreclosure sales. In 2011, 38 of the top 100 hardest hit ZIP Codes in the Nation  
19 were in California, and the current wave of foreclosures continues apace. All of this  
20 foreclosure activity has adversely affected property values and resulted in less money for  
21 schools, public safety, and other public services. In addition, according to the Urban  
22 Institute, every foreclosure imposes significant costs on local governments, including an  
23 estimated nineteen thousand two hundred twenty-nine dollars (\$19,229) in local  
24 government costs. And the foreclosure crisis is not over; there remain more than two  
25 million 'underwater' mortgages in California."

26 16. It is essential to the economic health of this state to mitigate the negative effects on the  
27 state and local economies and the housing market that are the result of continued  
28 foreclosures by modifying the foreclosure process to ensure that borrowers who may  
qualify for a foreclosure alternative are considered for, and have a meaningful opportunity  
to obtain, available loss mitigation options. These changes to the state's foreclosure  
process are essential to ensure that the current crisis is not worsened by unnecessarily

1 adding foreclosed properties to the market when an alternative to foreclosure may be  
2 available. Avoiding foreclosure, where possible, will help stabilize the state’s housing  
3 market and avoid the substantial, corresponding negative effects of foreclosures on  
4 families, communities, and the state and local economy. (Assem. Bill No. 278 (2011-2012  
5 Reg. Sess.), § 1 (subdivisions designations omitted).)

6 17. The legislative history of Assembly Bill No. 278 recognized extensive “‘spillover’ costs”  
7 of “the foreclosure epidemic”: “By some estimates the foreclosure crisis will strip  
8 neighboring homeowners of \$1.9 trillion in equity as foreclosures drain value from homes  
9 located near foreclosed properties by 2012. . . . Meanwhile, state and local governments  
10 continue to be hit hard by declining tax revenues coupled with increased demand for social  
11 services. In fact, the Urban Institute estimates that a single foreclosure costs \$79,443 after  
12 aggregating the costs borne by financial institutions, investors, the homeowner, their  
13 neighbors, and local governments.” (Sen. Rules Com., Off. Of Sen. Floor Analyses,  
14 Conference Report on Assem. Bill No. 278 (2011-2012 Reg. Sess.) June 27, 2012, pp. 14-  
15 15.)

16 18. When a borrower is in danger of defaulting, a commonsense approach under a traditional  
17 mortgage would be for the lender and borrower to mutually agree to modify the terms of  
18 the loan . . . . [¶] Despite the apparent mutual interest of loan holders and borrowers, many  
19 distressed homeowners report obstacles when trying to obtain a loan modification or short-  
20 sale approval. (See e.g. ‘Loan Modifications Elude Local Homeowners,’ Sacramento Bee  
21 (January 17, 2011).) . . . . [¶] . . . [¶] Some analysts and leading economists have cited a  
22 failure by banks to provide loan modifications as a single reason that the foreclosure crisis  
23 continues to drag on.¶ (Sen. Floor Analysis of Assem. Bill No. 278 at pp. 15-16.)

24 19. According to the legislative history, “borrowers can find their loss-mitigation options  
25 curtailed because of dual-track processes that result in foreclosures even when a borrower  
26 has been approved for a loan modification.” (Sen. Floor Analysis of Assem. Bill No. 278,  
27 pp. 20-21.)

28 20. The same legislation provides homeowners who are facing foreclosure or whose homes  
have actually been lost to foreclosure with a remedy if the lender or loan servicer  
materially violated the provisions of the Act intentionally, recklessly, or through “willful  
misconduct.” (Assem. Bill No. 278, §§ 16 & 17, adding *Civil Code*, § 2924.12): those

1 facing foreclosure may seek an injunction, while those who have lost their homes may  
2 seek treble actual damages or statutory damages of \$50,000, whichever is greater.

3 **STATEMENT OF FACTS**

4 21. The real property that is the subject of this action is commonly known as 2301 26th  
5 Avenue, San Francisco, CA 94116.

6 22. Plaintiff acquired titled through a Grant Deed recorded on August 16, 2017, as San  
7 Francisco County Recorder's Office Document No. 2017-K49580-00. As part of the  
8 purchasing of the property, Plaintiff executed a first position Deed of Trust with Wells  
9 Fargo Bank, N.A. in the amount of \$1,364,000.00 recorded on September 29, 2017, as  
10 San Francisco County Recorder's Office Document No. 2017-K520541-00.

11 23. Defendants recorded a Notice of Default on August 15, 2022, as San Francisco County  
12 Recorder's Office Document No. 2022077602, stating the amount of default was  
13 \$273,468.70.

14 24. Defendants recorded a Notice of Trustee's Sale on December 1, 2022, as San Francisco  
15 County Recorder's Office Document No. 2022108349, stating that the total amount due  
16 was \$1,568,372.63.

17 25. As a result of the foregoing, Plaintiff has lost his home, as a result of his wrongful eviction  
18 following the wrongful foreclosure, along with general damages.

19 26. Further, Plaintiff is entitled to an order setting aside the foreclosure sale and restoring title  
20 to Mr. Lynch's name, in addition to other remedies demanded below.

21 27. On February 5, 2020, around the date Defendants executed the declaration attached to the  
22 Notice of Default, agents of Wells Fargo drilled through the locks of the front door,  
23 installed an interior latch to the garage door, shut off the water for the entire Subject  
24 Property, stuck stickers on the toilets in the Subject Property, applied non-toxic anti-freeze  
25 in the Subject Property, and applied automotive cooling throughout the Subject Property.

26 28. At the time of this unlawful entry, the Plaintiff was the sole owner of the subject property  
27 and occupied the subject property.

28 29. On this point, Plaintiff never gave Defendant or anyone else his permission for their  
entrance and alterations to Plaintiff's property.

30. The unconsented entrance and alterations to Plaintiff's property caused substantial harm  
to Plaintiff.

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