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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ROGER GONZALES,  
Plaintiff,  
v.  
WELLS FARGO BANK, N.A., et al.,  
Defendants.

Case No. [13-cv-02447-SI](#)

**ORDER DIRECTING DEFENDANT  
WELLS FARGO TO FILE SUR-REPLY  
BY NOON ON MARCH 1, 2017**

Plaintiff's motion to enforce the settlement agreement is scheduled for a hearing on March 3, 2017. Plaintiff did not provide a copy of the settlement agreement with his motion, nor does the motion specify how Wells Fargo allegedly breached the settlement agreement. Wells Fargo's opposition argues, *inter alia*, that plaintiff has failed to demonstrate any breach of the contract because of a failure of proof. In his reply papers, plaintiff states that Wells Fargo breached the settlement agreement by failing to forgive portions of his loan balance, for a total of \$86,953.47. Plaintiff also filed a declaration in support of the reply brief which includes, *inter alia*, a copy of the settlement agreement and bank and loan statements.

The Court directs defendant to file a sur-reply by noon on March 1, 2017, addressing whether Wells Fargo has breached the settlement agreement by failing to forgive any portion of plaintiff's loan balance.

**IT IS SO ORDERED.**

Dated: February 23, 2017

  
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SUSAN ILLSTON  
United States District Judge