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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION EIGHT

KWANG K. SHEEN,

Plaintiff and Appellant,

v.

FCI LENDER SERVICES, INC.,

Defendants and Respondents.

B297640

(Los Angeles County  
Super. Ct. No. BC631510)

APPEAL from a judgment of the Superior Court of  
Los Angeles County, Patricia D. Nieto, Judge. Affirmed.

Los Angeles Center for Community Law and Action, Noah  
Grynberg, Tyler Anderson and Gina Hong for Plaintiff and  
Appellant.

Blank Rome, Cheryl S. Chang and Jessica A. McElroy for  
Defendant and Respondent.

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Last year, we ruled Wells Fargo Bank owed Kwang Sheen no tort duty during contract negotiations. (*Sheen v. Wells Fargo Bank, N.A.* (2019) 38 Cal.App.5th 346, review granted Nov. 13, 2019, S258019 (*Sheen 1*).)

Now we have the same plaintiff and his same lawyer and their same second amended complaint against a different defendant in that same case: FCI Lender Services, Inc. (See *Sheen 1, supra*, 38 Cal.5th at p. 349, review granted.) The posture is different: Wells Fargo escaped on demurrer, while FCI won a summary judgment motion. But these differences are inessential: absent a tort duty, Sheen has no case. In *Sheen 1* we sided with the cases ruling no such tort duty exists. (*Id.* at pp. 351–358.) We stand by that view, which controls this case pending resolution of the question by our Supreme Court.

#### **DISPOSITION**

We affirm the judgment and award costs to respondents.

WILEY, J.

We concur:

STRATTON, Acting P. J.

SALTER, J.\*

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\* Judge of the Orange Superior Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.