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18 BANK OF AMERICA, N.A.

19 **UNITED STATES DISTRICT COURT**

20 **SOUTHERN DISTRICT OF CALIFORNIA**

21 IN RE BANK OF AMERICA
22 CALIFORNIA UNEMPLOYMENT
23 BENEFITS LITIGATION,

24 _____
25 This Document Relates to All Actions
26 _____
27 _____

Case No. 3-21-md-02992-GPC-MSB

**DEFENDANT BANK OF
AMERICA'S ANSWER AND
AFFIRMATIVE DEFENSES TO
PLAINTIFFS' SECOND
AMENDED MASTER
CONSOLIDATED COMPLAINT**

1 Defendant Bank of America, N.A. (“BANA”) hereby answers (“Answer”) and
2 pleads affirmative defenses to the Second Amended Master Consolidated Complaint
3 (“Second”) filed on July 16, 2024, ECF No. 304, by purported class representative
4 plaintiffs Jennifer Yick, Vanessa Rivera, Candace Koole, Azuri Moon, Roland
5 Oosthuizen, Rosemary Mathews, Carlos Rodriguez, J. Michael Willrich, Lindsay
6 McClure, Clara Cajas, Stephanie Smith, Alan Karam, Brian Wiggins, Jonathan
7 Smith, Alex Yuan, Jory Zoelle, Cindy Baker, Ursula Auburn, Kuang Ting Chong,
8 Stephanie Moore, and Zinaida Petrova on behalf of themselves and allegedly on
9 behalf of all others similarly situated (collectively, for purposes of reference but
10 without any admission that any class should be certified, “Class Representative
11 Plaintiffs”),¹ by 133 individual plaintiffs (collectively, “Individual Plaintiffs”), and
12 by all other individuals seeking relief through the SAMCC (together with the Class
13 Representative Plaintiffs and the Individual Plaintiffs, “Plaintiffs”).

14 BANA need not respond to the headings and subheadings within the SAMCC,
15 which are restated herein solely for organizational purposes. To the extent that a
16 response is required, BANA denies any averments in the SAMCC headings or
17 subheadings. BANA further states that certain allegations are no longer at issue in
18 this matter in light of: (1) the Court’s May 25, 2023 Order on BANA’s Motion to
19 Dismiss, *see* ECF No. 126, (2) the Court’s June 25, 2024 Order on BANA’s Motion
20 to Dismiss, *see* ECF No. 297, and (3) the Court’s dismissal of certain former class
21 representatives and former individual plaintiffs pursuant to Plaintiffs’ notices of
22 dismissal, *see* ECF Nos. 150, 194, 217, 240, 254, and 265. BANA need not respond
23
24

25 ¹After conducting certain discovery, Class Counsel informed BANA on January 29,
26 2024 that only the following ten individuals would represent the putative class as
27 Class Representatives in this action: V. Rivera, Koole, Moon, Oosthuizen,
28 Willrich, McClure, Yuan, Zoelle, Chong, and Moore.

1 to those allegations either. To the extent a response is required, BANA denies each
2 and every one of those averments.

3 This Answer is made without waiving, but expressly reserving all rights that
4 BANA has to file dispositive motions or other responses addressed to some or all of
5 the allegations and causes of actions asserted in the SAMCC. Except as expressly
6 admitted herein, BANA denies all allegations in the SAMCC.

7 The statements and allegations contained in the first and second unnumbered
8 paragraphs are introductory and conclusory in nature, and therefore require no
9 response. To the extent a response is required, BANA admits only that Plaintiffs
10 purport to assert certain causes of actions and denies all of the remaining allegations
11 contained in the first and second unnumbered paragraphs.

12 BANA answers the allegations in each of the SAMCC-numbered paragraphs
13 as follows.

14 I. INTRODUCTION

15 1. BANA admits only that Plaintiffs received benefits through programs
16 administered by California's Employment Development Department ("EDD"), not
17 by BANA. BANA lacks knowledge and information sufficient to admit or deny the
18 remaining allegations in Paragraph 1, and therefore denies them.

19 2. BANA admits that it entered into a contract with EDD pursuant to which
20 BANA issued prepaid debit cards ("EDD Prepaid Debit Cards" or "Cards") to EDD-
21 approved recipients who chose to receive their benefits through EDD Prepaid Debit
22 Cards, which are linked to individual EDD Prepaid Debit Card accounts ("EDD
23 Prepaid Debit Card Accounts" or "Accounts") maintained by BANA, but denies that
24 Plaintiffs and Class Members received their benefits payments "not from EDD
25 directly." BANA admits that Plaintiffs and Class Members received EDD benefits
26 through a BANA-issued EDD Prepaid Debit Card and that BANA managed those
27 Cards as well as the Accounts accessed by those Cards. BANA denies that it failed
28

1 to take necessary or reasonable steps to protect Plaintiffs’ and Class Members’ EDD
2 Prepaid Debit Cards and Accounts from fraudulent access by third parties, denies that
3 Plaintiffs and Class Members were treated with less care than consumer debit and
4 credit card holders, and denies that consumer debit and credit card holders are a
5 relevant or a reasonable comparison given the many differences between the products
6 and agreements pertaining to them. BANA denies that it chose to issue prepaid debit
7 cards with magnetic stripe technology. BANA admits only that EDD’s contract with
8 BANA specified that EDD Prepaid Debit Cards would be equipped with magnetic
9 stripe technology, and that BANA lacked authority under the terms of its contract to
10 implement EMV chips into EDD Prepaid Debit Cards without EDD’s approval,
11 which BANA did not receive until 2021. BANA denies that EMV chip technology
12 was or is the “industry-standard” for prepaid debit cards like EDD Prepaid Debit
13 Cards, or that magnetic stripe technology was “outdated” for prepaid debit cards like
14 EDD Prepaid Debit Cards. BANA denies that magnetic stripe technology makes
15 prepaid debit cards “far more susceptible to skimming, cloning, and other schemes”
16 that allowed third parties to fraudulently use and access Plaintiffs’ and Class
17 Members’ EDD Prepaid Debit Cards and Accounts, and denies that its security
18 practices enabled unauthorized persons to access Plaintiffs’ and Class Members’
19 personal and financial information and to make fraudulent, unauthorized transactions
20 involving Plaintiffs’ and Class Members’ EDD Prepaid Debit Cards and Accounts.
21 All remaining allegations in Paragraph 2 are argumentative, conclusory, and state
22 legal conclusions to which no response is required. To the extent a response is
23 required, BANA denies them.

24 3. BANA denies that it “adopted a series of ‘customer service’ practices
25 and policies that have required Plaintiffs and Class Members to spend dozens of
26 hours on the phone with customer service,” and denies that it has “otherwise
27 frustrated and obstructed Plaintiffs’ and Class Members’ efforts” to submit
28

1 unauthorized transaction claims. All remaining allegations in Paragraph 3 are
2 argumentative, conclusory, and state legal conclusions to which no response is
3 required. To the extent a response is required, BANA denies them.

4 4. BANA admits only that there is a cardholder agreement (“Cardholder
5 Agreement”) between BANA and the cardholder of the EDD Prepaid Debit Card, the
6 terms of which speak for themselves, and that the Cardholder Agreement states, in
7 part, that “[u]nder the Bank of America ‘zero liability’ policy, you may incur no
8 liability for unauthorized use of your Card up to the amount of the unauthorized
9 transaction, provided you notify us within a reasonable time of the loss.” BANA
10 denies that it did not implement this policy as promised, and denies any and all factual
11 allegations contained in the second and third sentences of Paragraph 4. All remaining
12 allegations in Paragraph 4 are argumentative, conclusory, and state legal conclusions
13 to which no response is required. To the extent a response is required, BANA denies
14 them.

15 5. The allegations in Paragraph 5 state legal conclusions to which no
16 response is required. To the extent a response is required, BANA denies them.

17 II. JURISDICTION AND VENUE

18 6. The allegations in Paragraph 6 state legal conclusions to which no
19 response is required. To the extent a response is required, BANA denies them.

20 7. The allegations in Paragraph 7 state legal conclusions to which no
21 response is required. To the extent a response is required, BANA admits that it
22 transacts business in California, and otherwise denies the allegations in Paragraph 7.

23 8. The allegations in Paragraph 8 state legal conclusions to which no
24 response is required. To the extent a response is required, BANA denies them.

III. THE PARTIES

A. Class Representative Plaintiffs

9. BANA admits that Yick received EDD benefits through a BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD beginning in or about May 2020. BANA denies that Yick was the victim of unauthorized transactions on her EDD Prepaid Card Account, but admits that Yick contacted BANA in early December 2020 to report allegedly unauthorized transactions from November 2020. As to Yick's allegations regarding her residence, employment history, and benefits application, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. All remaining allegations in Paragraph 9 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

10. BANA admits that V. Rivera received EDD benefits through a BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD beginning in or about February 2020. BANA denies that V. Rivera was the victim of an unauthorized \$800 ATM withdrawal on her EDD Prepaid Card Account, but admits that an \$800 ATM withdrawal took place on V. Rivera's Account on January 29, 2021, and that V. Rivera contacted BANA on February 4, 2021 to report an allegedly unauthorized transaction. As to V. Rivera's allegations regarding her residence, employment history, and benefits application, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. All remaining allegations in Paragraph 10 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

11. BANA admits that Koole received EDD benefits through a BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD. BANA denies that Koole was the victim of

1 unauthorized transactions on her EDD Prepaid Debit Card Account in December
2 2020, but admits that Koole contacted BANA in December 2020 to report allegedly
3 unauthorized transactions. As to Koole's allegations regarding her residence,
4 employment history, and benefits application, BANA lacks knowledge and
5 information sufficient to admit or deny, and therefore denies them. All remaining
6 allegations in Paragraph 11 state legal conclusions to which no response is required.
7 To the extent a response is required, BANA denies them.

8 12. BANA admits that Moon received EDD benefits through a BANA-
9 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
10 of BANA's contract with EDD beginning in or about June 2020. BANA denies that
11 Moon was the victim of unauthorized transactions on his EDD Prepaid Debit Card
12 Account in December 2020, but admits that multiple ATM withdrawals took place
13 on Moon's Account in October 2020 totaling \$1,800, and that Moon contacted
14 BANA in October 2020 to report allegedly unauthorized transactions. As to Moon's
15 allegations regarding his residence, employment history, and benefits application,
16 BANA lacks knowledge and information sufficient to admit or deny, and therefore
17 denies them. All remaining allegations in Paragraph 12 state legal conclusions to
18 which no response is required. To the extent a response is required, BANA denies
19 them.

20 13. BANA admits that Oosthuizen received EDD benefits through a
21 BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with
22 the terms of BANA's contract with EDD. BANA denies that Oosthuizen was the
23 victim of unauthorized transactions on his EDD Prepaid Debit Card Account in
24 December 2020, but admits that five ATM withdrawals for \$1,000 each took place
25 on Oosthuizen's Account in September 2020, and that Oosthuizen contacted BANA
26 in September 2020 to report allegedly unauthorized transactions. As to Oosthuizen's
27 allegations regarding his residence, employment history, and benefits application,
28

1 BANA lacks knowledge and information sufficient to admit or deny, and therefore
2 denies them. All remaining allegations in Paragraph 13 state legal conclusions to
3 which no response is required. To the extent a response is required, BANA denies
4 them.

5 14. BANA admits that Mathews received EDD benefits through a BANA-
6 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
7 of BANA's contract with EDD. BANA denies that Mathews was the victim of
8 unauthorized transactions on her EDD Prepaid Debit Card Account in October 2020,
9 but admits that Mathews contacted BANA in October 2020 to report allegedly
10 unauthorized transactions. As to Mathew's allegations regarding her residence,
11 employment history, and benefits application, BANA lacks knowledge and
12 information sufficient to admit or deny, and therefore denies them. All remaining
13 allegations in Paragraph 14 state legal conclusions to which no response is required.
14 To the extent a response is required, BANA denies them.

15 15. BANA admits that C. Rodriguez received EDD benefits through a
16 BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with
17 the terms of BANA's contract with EDD. BANA denies that C. Rodriguez was the
18 victim of unauthorized transactions on his EDD Prepaid Debit Card Account in
19 October 2020, but admits that C. Rodriguez contacted BANA in December 2020 to
20 report allegedly unauthorized transactions. As to C. Rodriguez's allegations
21 regarding his residence, employment history, and benefits application, BANA lacks
22 knowledge and information sufficient to admit or deny, and therefore denies them.
23 All remaining allegations in Paragraph 15 state legal conclusions to which no
24 response is required. To the extent a response is required, BANA denies them.

25 16. BANA admits that Willrich received EDD benefits through a BANA-
26 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
27 of BANA's contract with EDD. BANA denies that Willrich was the victim of
28

1 unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that
2 Willrich contacted BANA to report allegedly unauthorized transactions. As to
3 Willrich's allegations regarding his residence, employment history, and benefits
4 application, BANA lacks knowledge and information sufficient to admit or deny, and
5 therefore denies them. All remaining allegations in Paragraph 16 state legal
6 conclusions to which no response is required. To the extent a response is required,
7 BANA denies them.

8 17. BANA admits that McClure received EDD benefits through a BANA-
9 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
10 of BANA's contract with EDD. BANA denies that McClure was the victim of
11 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
12 McClure contacted BANA to report allegedly unauthorized transactions on or about
13 December 1, 2020. As to McClure's allegations regarding her residence,
14 employment history, and benefits application, BANA lacks knowledge and
15 information sufficient to admit or deny, and therefore denies them. All remaining
16 allegations in Paragraph 17 state legal conclusions to which no response is required.
17 To the extent a response is required, BANA denies them.

18 18. [Removed]

19 19. BANA admits that Cajas received EDD benefits through a BANA-
20 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
21 of BANA's contract with EDD. BANA denies that Cajas was the victim of
22 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
23 Cajas contacted BANA to report allegedly unauthorized transactions. As to Cajas's
24 allegations regarding her residence, employment history, and benefits application,
25 BANA lacks knowledge and information sufficient to admit or deny, and therefore
26 denies them. All remaining allegations in Paragraph 19 state legal conclusions to
27

1 which no response is required. To the extent a response is required, BANA denies
2 them.

3 20. BANA admits that S. Smith began receiving EDD benefits through a
4 BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with
5 the terms of BANA's contract with EDD in or about June 2020. BANA denies that
6 S. Smith was the victim of unauthorized transactions on her EDD Prepaid Debit Card
7 Account, but admits that S. Smith contacted BANA in December 2020 to report
8 allegedly unauthorized transactions. As to S. Smith's allegations regarding her
9 residence, employment history, and benefits application, BANA lacks knowledge
10 and information sufficient to admit or deny, and therefore denies them. All remaining
11 allegations in Paragraph 20 state legal conclusions to which no response is required.
12 To the extent a response is required, BANA denies them.

13 21. BANA admits that Karam began receiving EDD benefits through a
14 BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with
15 the terms of BANA's contract with EDD in or about June 2020. BANA denies that
16 Karam was the victim of unauthorized transactions on his EDD Prepaid Debit Card
17 Account, but admits that Karam contacted BANA in August 2020 to report allegedly
18 unauthorized transactions. As to Karam's allegations regarding his residence,
19 employment history, and benefits application, BANA lacks knowledge and
20 information sufficient to admit or deny, and therefore denies them. All remaining
21 allegations in Paragraph 21 state legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them.

23 22. [Removed]

24 23. BANA denies that Wiggins began receiving EDD benefits through a
25 BANA-issued EDD Prepaid Debit Card with a magnetic stripe in accordance with
26 the terms of BANA's contract with EDD in August 2020. BANA denies that
27 Wiggins was the victim of unauthorized transactions on his EDD Prepaid Debit Card
28

1 Account, but admits that Wiggins contacted BANA in November 2020 to report
2 allegedly unauthorized transactions. As to Wiggins's allegations regarding his
3 residence, employment history, and benefits application, BANA lacks knowledge
4 and information sufficient to admit or deny, and therefore denies them. All remaining
5 allegations in Paragraph 23 state legal conclusions to which no response is required.
6 To the extent a response is required, BANA denies them.

7 24. BANA admits that J. Smith received EDD benefits through a BANA-
8 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
9 of BANA's contract with EDD. BANA denies that J. Smith was the victim of
10 unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that
11 J. Smith contacted BANA to report allegedly unauthorized transactions. As to J.
12 Smith's allegations regarding his residence, employment history, and benefits
13 application, BANA lacks knowledge and information sufficient to admit or deny, and
14 therefore denies them. All remaining allegations in Paragraph 24 state legal
15 conclusions to which no response is required. To the extent a response is required,
16 BANA denies them.

17 25. BANA admits that Yuan received EDD benefits through a BANA-
18 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
19 of BANA's contract with EDD. BANA denies that Yuan was the victim of
20 unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that
21 Yuan contacted BANA to report allegedly unauthorized transactions. As to Yuan's
22 allegations regarding his residence, employment history, and benefits application,
23 BANA lacks knowledge and information sufficient to admit or deny, and therefore
24 denies them. All remaining allegations in Paragraph 25 state legal conclusions to
25 which no response is required. To the extent a response is required, BANA denies
26 them.

1 26. BANA admits that Zoelle received EDD benefits through a BANA-
2 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
3 of BANA's contract with EDD. BANA denies that Zoelle was the victim of
4 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
5 Zoelle contacted BANA to report allegedly unauthorized transactions. As to Zoelle's
6 allegations regarding her residence, employment history, and benefits application,
7 BANA lacks knowledge and information sufficient to admit or deny, and therefore
8 denies them. All remaining allegations in Paragraph 26 state legal conclusions to
9 which no response is required. To the extent a response is required, BANA denies
10 them.

11 27. BANA admits that Baker received EDD benefits through a BANA-
12 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
13 of BANA's contract with EDD. BANA denies that Baker was the victim of
14 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
15 Baker contacted BANA to report allegedly unauthorized transactions. As to Baker's
16 allegations regarding her residence, employment history, and benefits application,
17 BANA lacks knowledge and information sufficient to admit or deny, and therefore
18 denies them. All remaining allegations in Paragraph 27 state legal conclusions to
19 which no response is required. To the extent a response is required, BANA denies
20 them.

21 28. BANA admits that Auburn received EDD benefits through a BANA-
22 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
23 of BANA's contract with EDD. BANA denies that Auburn was the victim of
24 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
25 Auburn contacted BANA to report allegedly unauthorized transactions. As to
26 Auburn's allegations regarding her residence, employment history, and benefits
27 application, BANA lacks knowledge and information sufficient to admit or deny, and
28

1 therefore denies them. All remaining allegations in Paragraph 28 state legal
2 conclusions to which no response is required. To the extent a response is required,
3 BANA denies them.

4 29. [Removed]

5 30. BANA admits that Chong received EDD benefits through a BANA-
6 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
7 of BANA's contract with EDD. BANA denies that Chong was the victim of
8 unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that
9 Chong contacted BANA in July 2020 to report allegedly unauthorized transactions.
10 As to Chong's allegations regarding his residence, employment history, and benefits
11 application, BANA lacks knowledge and information sufficient to admit or deny, and
12 therefore denies them. All remaining allegations in Paragraph 30 state legal
13 conclusions to which no response is required. To the extent a response is required,
14 BANA denies them.

15 31. BANA admits that Moore received EDD benefits through a BANA-
16 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
17 of BANA's contract with EDD. BANA denies that Moore was the victim of
18 unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that
19 Moore contacted BANA in July 2020 to report allegedly unauthorized transactions.
20 As to Moore's allegations regarding her residence, employment history, and benefits
21 application, BANA lacks knowledge and information sufficient to admit or deny, and
22 therefore denies them. All remaining allegations in Paragraph 31 state legal
23 conclusions to which no response is required. To the extent a response is required,
24 BANA denies them.

25 32. BANA admits that Petrova received EDD benefits through a BANA-
26 issued EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms
27 of BANA's contract with EDD. BANA denies that Petrova was the victim of

1 unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that
2 Petrova contacted BANA in May 2021 to report allegedly unauthorized transactions.
3 As to Petrova's allegations regarding her residence, employment history, and benefits
4 application, BANA lacks knowledge and information sufficient to admit or deny, and
5 therefore denies them. All remaining allegations in Paragraph 32 state legal
6 conclusions to which no response is required. To the extent a response is required,
7 BANA denies them.

8 33. [Removed]

9 **B. Individual Plaintiffs**

10 34. Paragraph 34 states legal conclusions to which no response is required.
11 To the extent a response is required, BANA admits only that the Individual Plaintiffs
12 who have not been dismissed from this case as of the date of this Answer purport to
13 assert certain causes of action. BANA denies the remaining allegations in Paragraph
14 34.

15 **C. Defendants**

16 35. BANA admits that it is a financial institution headquartered in North
17 Carolina, but denies that it is incorporated in Delaware. BANA admits that it
18 conducts business in California, and that pursuant to a contract with EDD, BANA
19 previously issued EDD Prepaid Debit Cards to EDD-approved recipients who chose
20 to receive their benefits through EDD Prepaid Debit Cards. BANA denies the
21 remaining allegations in Paragraph 35.

22 36. BANA admits that Plaintiffs purport to bring causes of actions against
23 certain Doe Defendants. However, BANA lacks knowledge and information
24 sufficient to admit or deny the remaining allegations in Paragraph 36, and therefore
25 denies them.

26 37. The allegations in Paragraph 37 state legal conclusions to which no
27 response is required. To the extent a response is required, BANA denies them.

IV. FACTUAL ALLEGATIONS

A. “The Bank’s Contract with EDD”

38. BANA admits that it understands EDD to be an agency of the State of California that offers a variety of employment-related services and is responsible for administering programs for unemployment insurance benefits, pandemic unemployment assistance benefits, pandemic emergency unemployment compensation benefits, disability insurance benefits, and paid family leave benefits. BANA denies that EDD is responsible for administering benefits programs for low-income Californians.

39. BANA admits that, in 2010, it entered into a contract with EDD to provide certain services to assist with EDD’s distributions of EDD benefits. BANA further states that its contract with EDD referenced in Paragraph 39 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the contract.

40. BANA denies the allegations in Paragraph 40.

41. BANA admits that EDD began distributing benefits through BANA-issued EDD Prepaid Debit Cards in or around July 2011 pursuant to the contract between BANA and EDD. BANA further admits that the contract between BANA and EDD provided for BANA’s issuance of EDD Prepaid Debit Cards and that EDD did not contract with BANA to provide any other forms of payment, such as paper checks. BANA lacks knowledge and information as to how EDD handled other forms of payment or whether EDD Prepaid Debit Cards were presented by EDD as the “default” means of distributing benefits, but understands that at least one other form of payment was available. BANA otherwise states that its contract with EDD referenced in Paragraph 41 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the contract.

42. BANA admits that in or about 2015, it submitted a response to EDD's Request for Proposals ("2015 RFP Response" or "2015 Proposal") to extend the scope and duration of the contract. BANA admits that the 2015 Proposal was accepted by EDD and incorporated by reference into a new contract for Electronic Bill Payment services between EDD and BANA, with an initial term of August 1, 2016 through July 31, 2021. BANA states that the 2015 Proposal speaks for itself and is the best evidence of its content, including any representations by BANA allegedly contained therein, and denies any characterization inconsistent with the text of the 2015 Proposal.

43. BANA states that the 2015 Proposal speaks for itself and is the best evidence of its content and denies any characterization regarding representations it made that are inconsistent with the text of the 2015 Proposal.

44. BANA states that the 2015 Proposal speaks for itself and is the best evidence of its content and denies any characterization regarding representations it made that are inconsistent with the text of the 2015 Proposal.

45. BANA admits only that BANA entered into a contract with EDD to continue to provide certain services regarding EDD benefits following the 2015 Proposal. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 45, and therefore denies them.

46. The allegation in Paragraph 46 is a legal conclusion to which no response is required. To the extent that a response is required, BANA admits only that pursuant to a contract with EDD, BANA previously issued EDD Prepaid Debit Cards to EDD-approved recipients who chose to receive their benefits through EDD Prepaid Debit Cards. BANA otherwise denies the allegations in Paragraph 46.

47. BANA denies that EDD Prepaid Debit Cards were the exclusive means of receiving EDD benefits. BANA lacks knowledge and information sufficient to admit or deny whether EDD presented EDD Prepaid Debit Cards as the “default”

1 means of distributing benefits, or to admit or deny the authenticity, references to, or
2 content of the undated webpage referenced in Paragraph 47, including in footnotes 2
3 and 3, which was not attached to the SAMCC, and therefore denies the allegations.

4 48. The allegation that “EDD has delegated to the Bank the public functions
5 of distributing EDD benefits to Cardholders” is a legal conclusion to which no
6 response is required. To the extent a response is required, BANA denies the
7 allegation. BANA lacks knowledge and information sufficient to admit or deny the
8 allegation in Paragraph 48 that “EDD Prepaid Debit Cards and Accounts are an
9 integral part of EDD’s benefits distribution and administration system,” and therefore
10 denies it. BANA states that the contract referenced in Paragraph 48 speaks for itself
11 and is the best evidence of its content and denies any characterization inconsistent
12 with the text of the contract.

13 49. BANA denies the allegations in Paragraph 49.

14 50. BANA admits that, in accordance with EDD’s instructions, BANA
15 froze a number of Accounts for suspected enrollment fraud between approximately
16 September 2020 and March 2021, and admits that, according to the SAMCC, none
17 of these EDD-requested freezes are at issue in this case. BANA denies that it is
18 responsible for or capable of preventing benefits enrollment fraud, as determining
19 benefits eligibility is the responsibility of EDD under its contract with BANA and
20 the terms of the EDD benefits program. As to the remaining allegations in Paragraph
21 50, BANA states that the contract referenced in Paragraph 50 speaks for itself and is
22 the best evidence of its content and denies any characterization inconsistent with the
23 text of the contract.

24 51. BANA admits that between September 2020 and March 2021, BANA
25 froze certain EDD Prepaid Debit Card Accounts as permitted under the Cardholder
26 Agreement and its contract with EDD based on BANA’s assumption and belief at the
27 time that the cardholders associated with those Accounts had engaged in enrollment
28

1 fraud, and avers that such Accounts were presented to EDD to verify their eligibility
2 for EDD benefits. BANA also admits that between March 2021 and the end of the
3 program, BANA blocked certain EDD Prepaid Debit Card Accounts as permitted
4 under the Cardholder Agreement and its contract with EDD based on BANA's
5 assumption and belief at the time that the cardholders associated with those Accounts
6 had engaged in fraud, but otherwise denies the allegations in the second sentence of
7 Paragraph 51. BANA denies that it earns interest on funds in frozen Accounts. All
8 remaining allegations in Paragraph 51, including whether the Account freezes or
9 blocks alleged in Paragraph 51 are at issue in this case, state legal conclusions to
10 which no response is required. To the extent a response is required, BANA denies
11 the allegations.

12 52. BANA admits only that it has frozen certain cardholders' Accounts as
13 permitted under the Cardholder Agreement and its contract with EDD, and has
14 required certain cardholders to re-establish their identity and re-verify their eligibility
15 with EDD as a condition of unfreezing their Accounts. BANA denies all remaining
16 allegations in Paragraph 52.

17 53. BANA admits that it received a communication from EDD on or about
18 October 15, 2020, but denies any of the remaining allegations in Paragraph 53 that
19 are inconsistent with the contents of that communication. BANA denies all
20 remaining allegations in Paragraph 53.

21 54. The allegations in Paragraph 54 state legal conclusions to which no
22 response is required. To the extent a response is required as to the allegations
23 concerning the contract referenced in Paragraph 54, BANA states that the contract
24 speaks for itself and is the best evidence of its content and denies any characterization
25 inconsistent with the text of the contract. BANA denies all remaining allegations in
26 Paragraph 54.

B. “The Bank’s Failure to Secure EDD Prepaid Debit Cardholder Information”

55. The allegations in Paragraph 55 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

56. The allegations in Paragraph 56 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

57. BANA lacks knowledge and information sufficient to admit or deny the allegations in the first sentence of Paragraph 57, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the authenticity, references to, or content of the article quoted in a footnote to this Paragraph, which was not attached to the SAMCC, and therefore denies allegations based on it. BANA denies all remaining allegations in Paragraph 57.

58. BANA lacks knowledge and information sufficient to admit or deny the allegations in the first five sentences of Paragraph 58, and therefore denies them. BANA denies the allegations in the sixth sentence in Paragraph 58.

C. “The Bank’s Use of Outdated, Vulnerable Magnetic Stripe Technology”

59. BANA admits the allegations in Paragraph 59.

60. BANA denies that debit and credit cards with magnetic stipes are no longer the “standard,” as Department of Labor (“DOL”) and Consumer Financial Protection Bureau (“CFPB”) literature indicates otherwise at least with respect to prepaid cards, *see* CFPB, “The Consumer Credit Card Market,” at § 9.1.1 (Dec. 2015), and Mastercard expressly exempts prepaid cards from a change to EMV chips, *see* Vicki Hyman, MasterCard, “Swiping Left on Magnetic Stripes,” available at: <https://www.mastercard.com/news/perspectives/2021/magnetic-stripe/>, accessed on August 14, 2024. BANA admits the remaining allegations in Paragraph 60.

61. BANA denies that data on a magnetic stripe is static and easily readable, and that magnetic stripe cards are highly susceptible to fraud, as such cards require a

1 PIN that cannot be stolen by skimming. BANA admits that the process of
2 “skimming” occurs when a wireless transmitter affixed to a card reader collects the
3 information on the magnetic stripe when the Card is swiped or inserted and sends it
4 to a nearby computer, and avers that “skimming” of the data stored on a magnetic
5 stripe can occur regardless of whether the card is equipped with EMV chip
6 technology. BANA admits that the recipient can potentially use this information to
7 clone a consumer’s card or conduct unauthorized transactions, but otherwise denies
8 the allegations in Paragraph 61.

9 62. BANA admits that personal data on magnetic stripe and EMV cards can
10 potentially be captured by hackers, and can potentially be used to make fraudulent
11 purchases. BANA further states that it lacks knowledge and information sufficient
12 to admit or deny the authenticity, references to, or content of the webpages referenced
13 in Paragraph 62, which were not attached to the SAMCC, and therefore denies
14 allegations based on them. BANA lacks knowledge and information sufficient to
15 admit or deny the allegations in Paragraph 62, and therefore denies them.

16 63. BANA denies that the financial industry has adopted EMV chip
17 technology as the industry standard for prepaid debit cards over the past decade, as
18 the DOL, CFPB, and MasterCard indicate otherwise. *See* CFPB, “The Consumer
19 Credit Card Market,” at § 9.1.1; Vicki Hyman, MasterCard, “Swiping Left on
20 Magnetic Stripes,” available at: [https://www.mastercard.com/news/perspectives/
21 2021/magnetic-stripe/](https://www.mastercard.com/news/perspectives/2021/magnetic-stripe/), accessed on August 14, 2024. BANA admits that, while
22 magnetic stripes generally have the same card-identifying information provided for
23 each transaction, EMV chips generally contain data that can be interacted with,
24 altered, and updated, and admits that an EMV chip generally creates a unique
25 electronic signature for each transaction if the EMV chip, rather than the magnetic
26 stripe on that card, is used for the transaction. BANA denies all remaining allegations
27 in Paragraph 63, and further responds that data stored on the magnetic stripe of EMV
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1 chip cards can still potentially be skimmed and used in the same manner as the data
2 on magnetic stripe cards irrespective of the EMV chip.

3 64. BANA admits that, in 2011, it announced its plan to offer EMV chips
4 in corporate credit cards to its U.S. business customers who regularly traveled outside
5 of the U.S. BANA states that the fact that BANA issued certain corporate credit
6 cards with EMV chips is irrelevant to the issue of whether and when BANA offered
7 EMV chips on EDD Prepaid Debit Cards, which were issued pursuant to the terms
8 of BANA's contract with EDD and consistent with industry standards for prepaid
9 cards.

10 65. BANA admits that, on September 30, 2014, it announced that it would
11 include EMV chip technology on "all new and reissued" consumer debit cards.
12 BANA states that the Business Wire article cited by Plaintiffs in Paragraph 65, which
13 was not attached to the SAMCC, speaks for itself and is the best evidence of its
14 content, and denies any characterization inconsistent with the text of that article, but
15 does not admit that the article's contents are true or accurate. BANA also avers that
16 the question of when it incorporated EMV chip technology into "new and reissued"
17 consumer credit cards is irrelevant to the issue of whether and when BANA offered
18 EMV chips on EDD Prepaid Debit Cards, which were issued pursuant to the terms
19 of BANA's contract with EDD and consistent with industry standards for prepaid
20 cards. BANA denies the remaining allegations in Paragraph 65.

21 66. BANA lacks knowledge and information sufficient to admit or deny the
22 allegations in Paragraph 66, and therefore denies them.

23 67. The allegations in Paragraph 67 are argumentative and conclusory, and
24 state legal conclusions to which no response is required. To the extent a response is
25 required, BANA denies them.

26 68. BANA states that its current website speaks for itself and is the best
27 evidence of its content and denies any characterization in Paragraph 68 that is

1 inconsistent with the text of its current website. BANA further states that the
2 allegations in Paragraph 68 are irrelevant to the claims at issue because the terms of
3 the BANA's contract with EDD required only magnetic stripe technology and EDD
4 approval prior to any technology-related changes initiated by BANA. BANA denies
5 all remaining allegations in Paragraph 68.

6 69. BANA denies the allegations in Paragraph 69.

7 **D. "The Bank's Contractual Promises and Representations to Cardholders"**

8 70. BANA admits that the Cardholder Agreement states, in part, that
9 "[u]nder the Bank of America 'zero liability' policy, you may incur no liability for
10 unauthorized use of your Card up to the amount of the unauthorized transaction,
11 provided you notify us within a reasonable time of the loss." BANA further states
12 that the Cardholder Agreement and its website are the best evidence of their content
13 and denies any characterization in Paragraph 70 that is inconsistent with the text of
14 the Cardholder Agreement and its website.

15 71. BANA admits that the Cardholder Agreement states, in part, that
16 "[u]nder the Bank of America 'zero liability' policy, you may incur no liability for
17 unauthorized use of your Card up to the amount of the unauthorized transaction,
18 provided you notify us within a reasonable time" of the loss. BANA further states
19 that the Cardholder Agreement speaks for itself and is the best evidence of its content,
20 and denies any characterization in Paragraph 71 that is inconsistent with the text of
21 the Cardholder Agreement. BANA denies the remaining allegations in Paragraph
22 71.

23 72. BANA admits that the Cardholder Agreement states, in part, that BANA
24 "will determine whether an error occurred within 10 business days" after an
25 unauthorized transaction is timely reported. BANA admits that the Cardholder
26 Agreement states that BANA reserves the right to "take up to 45 days to investigate"
27 but that "[i]f [BANA] need[s] more time" to make a decision based on the
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1 unauthorized transaction report, BANA “will credit [the cardholder’s] Account
2 within 10 business days for the amount you think is in error, so that [the cardholder]
3 will have the money during the time it takes us to complete [BANA]’s investigation.”
4 BANA states that the Cardholder Agreement speaks for itself and is the best evidence
5 of its content, and denies any characterization in Paragraph 72 that is inconsistent
6 with the text of the Cardholder Agreement.

7 73. BANA states that the Cardholder Agreement, its website speak, and the
8 “EDD Prepaid Debit Card FAQ webpage” for themselves and are the best evidence
9 of its content, and denies any characterization inconsistent with the text of the
10 Cardholder Agreement, its website, or the “EDD Prepaid Debit Card FAQ webpage.”

11 **E. “The Rampant Third-Party Fraud on EDD Prepaid Debit Card**
12 **Accounts”**

13 74. BANA admits that the COVID-19 pandemic impacted California’s
14 economy and that many workers lost their jobs due to business closures and layoffs
15 in the spring of 2020. BANA states that the alleged DOL graph and accompanying
16 statistics referenced in Paragraph 74 speak for themselves and are the best evidence
17 of their content, and denies any characterization inconsistent with the graph and its
18 accompanying statistics, but does not admit that any of those contents are true or
19 accurate. BANA lacks knowledge and information sufficient to admit or deny the
20 allegations as to whether certain industries were “especially hard hit,” and therefore
21 denies them.

22 75. BANA lacks knowledge and information sufficient to admit or deny the
23 allegations in the first three sentences of Paragraph 75. With respect to the fourth
24 sentence, BANA admits only that it issued over nine million EDD Prepaid Debit
25 Cards to individuals in California at the instruction of EDD pursuant to its contract
26 with EDD. BANA lacks information and knowledge sufficient to admit or deny
27 what, if anything, EDD reviewed to determine whether or not each of those benefits
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1 recipients were eligible for benefits before requesting that BANA issue them an EDD
2 Prepaid Debit Card, and therefore denies the allegation that EDD found they were
3 eligible for unemployment benefits.

4 76. BANA lacks information and knowledge sufficient to admit or deny the
5 allegations in Paragraph 76, and therefore denies them.

6 77. BANA admits only that EDD Prepaid Debit Card cardholders have
7 reported thousands of dollars in unauthorized transactions and that such alleged
8 unauthorized transactions took place via various methods, but denies that all
9 allegedly unauthorized Account transactions were, in fact, unauthorized. BANA
10 further states that it lacks knowledge and information sufficient to admit or deny the
11 authenticity, references to, or content of the webpages referenced in Paragraph 77,
12 which were not attached to the SAMCC, and therefore denies allegations based on
13 them. BANA denies all remaining allegations in Paragraph 77, and specifically
14 denies that EDD Prepaid Debit Cards “have proven highly susceptible to
15 unauthorized use.”

16 78. BANA denies the allegations in Paragraph 78. As for the articles and
17 reports referenced in Paragraph 78, BANA states only that those articles and reports
18 speak for themselves and are the best evidence of their contents, but does not admit
19 that any of those contents are true or accurate.

20 79. BANA admits that the Coronavirus Aid, Relief, and Economic Security
21 Act was signed into law in March 2020, and states that the law speaks for itself.
22 BANA admits that the infusion of government funds led to an increase in fraudulent
23 activity directed at unemployment benefits programs, including fraudulent
24 applications for unemployment benefits by individuals not entitled to benefits (e.g.,
25 prisoners, international criminal syndicate members, out-of-state individuals), and
26 that some agencies issued alerts regarding such fraud once it was detected, but denies
27 that the fraud was readily foreseeable to or preventable by BANA. As for the articles
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1 and reports referenced in Paragraph 79, BANA states only that those articles and
2 reports speak for themselves and are the best evidence of their contents, but does not
3 admit that any of those contents are true or accurate. Except as expressly admitted,
4 BANA denies all remaining allegations in Paragraph 79, and specifically denies the
5 allegations in the last sentence of Paragraph 79 alleging that BANA “failed to take
6 reasonable measures to prepare for, prevent, or respond to the readily foreseeable
7 wave of transactional fraud affecting its EDD Prepaid Debit Cards and Accounts.”
8 All remaining allegations in Paragraph 79 state legal conclusions to which no
9 response is required. To the extent a response is required, BANA denies them.

10 **F. “The Bank’s Evasive and Ineffectual Response Prior to the Filing of**
11 **Plaintiffs’ Initial Class Action Complaint and the Court’s Issuance of a**
12 **Preliminary Injunction”**

13 80. BANA denies the allegations in Paragraph 80. As for the article
14 referenced in the footnote to Paragraph 80, BANA states only that the article speaks
15 for itself and is the best evidence of its content but does not admit that any of its
16 content is true or accurate.

17 **1. “The Bank’s Policy and Practice of Not Employing Reasonable**
18 **Practices and Procedures to Monitor for, Detect, Stop, and**
19 **Promptly Notify Cardholders About Suspicious Transactions**
20 **Involving Their Cards and Accounts”**

21 81. BANA states that the 2015 Proposal referenced in Paragraph 81 speaks
22 for itself and is the best evidence of its content and denies any characterization
23 regarding representations it made that are inconsistent with the text of the 2015
24 Proposal. All remaining allegations in Paragraph 81 state legal conclusions to which
25 no response is required. To the extent a response is required, BANA denies them.

26 82. BANA admits only that the contact information for the majority of
27 Plaintiffs’ Accounts reflects addresses in California. As to the allegations in
28

1 Paragraph 82 regarding unnamed putative class members, BANA lacks knowledge
2 and information sufficient to admit or deny them, and therefore BANA denies them.

3 83. BANA admits that it was aware of the COVID-19 pandemic, that some
4 jurisdictions imposed travel restrictions, and that some individuals chose to or were
5 unable to travel during this time. All remaining allegations in Paragraph 83 state
6 legal conclusions to which no response is required. To the extent a response is
7 required, BANA denies them.

8 84. BANA admits that it “had access to Plaintiffs’ [] individual EDD
9 Prepaid Debit Card and Account transaction histories.” As to the allegations in
10 Paragraph 84 regarding unnamed putative class members, BANA lacks knowledge
11 and information sufficient to admit or deny them, and therefore denies them.
12 Regarding the allegations specific to Plaintiff Jennifer Yick, BANA admits that Yick
13 had multiple DoorDash transactions in November 2020 and that, according to Yick’s
14 transaction history, those DoorDash transactions all took place in California. As to
15 all remaining allegations related to Yick in Paragraph 84, BANA lacks knowledge
16 and information sufficient to admit or deny them, and therefore denies them. All
17 remaining allegations in Paragraph 84 state legal conclusions to which no response
18 is required. To the extent a response is required, BANA denies them.

19 85. As to the allegations related to Yick in Paragraph 85, BANA lacks
20 knowledge and information sufficient to admit or deny them, and therefore denies
21 them. BANA denies the allegations in Paragraph 85 concerning its alleged
22 “obligation” to “monitor for, detect, stop, and notify Cardholders” about suspicious
23 Account activity. All remaining allegations in Paragraph 85 state legal conclusions
24 to which no response is required. To the extent a response is required, BANA denies
25 them.

26 86. Paragraph 86 states legal conclusions to which no response is required.
27 To the extent a response is required, BANA denies them.

1 **2. “The Bank’s Policy and Practice of Making it Difficult for**
2 **Cardholders to Report Unauthorized Transactions”**

3 87. As to the allegations in Paragraph 87 which regard unnamed
4 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
5 and therefore denies them. BANA denies the remaining allegations in Paragraph 87.

6 88. As to the allegations in Paragraph 88 which regard unnamed
7 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
8 and therefore denies them. BANA denies the remaining allegations in Paragraph 88.

9 **3. “The Bank’s Policy and Practice of Automatically Denying**
10 **Unauthorized Transaction Claims Without Reasonable**
11 **Investigation or Explanation, Including Based Solely on a Highly**
12 **Flawed ‘Claim Fraud Filter’”**

13 89. As to the allegations in Paragraph 89 which regard unnamed
14 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
15 and therefore denies them. BANA admits that the letter sent to certain cardholders
16 in connection with their claims included the language quoted in Paragraph 89, but
17 denies that the quoted language includes the entirety of the language in the letter.
18 BANA admits that it used a claim fraud filter, but denies that it did not investigate
19 claims and provide provisional credits. BANA denies the remaining allegations in
20 Paragraph 89.

21 90. As to the allegations in Paragraph 90 which regard unnamed
22 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
23 and therefore denies them. BANA admits that its correspondence with cardholders
24 generally included a phone number that cardholders could use to contact BANA.
25 BANA, however, lacks knowledge and information sufficient to admit or deny the
26 authenticity, references to or content and characterization of the “form letter”
27 referenced in Paragraph 90, which was not attached to the SAMCC, and therefore
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1 denies allegations based on it. BANA denies the remaining allegations in Paragraph
2 90.

3 91. The allegations in Paragraph 91 state legal conclusions to which no
4 response is required. To the extent a response is required, BANA denies them.

5 92. As to the allegations in Paragraph 92 which regard unnamed
6 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
7 and therefore denies them. BANA denies the remaining allegations in Paragraph 92.

8 **4. “The Bank’s Policy and Practice of Automatically and Indefinitely**
9 **Freezing Cardholders’ Accounts When They Report Unauthorized**
10 **Transactions, Based on a Highly Flawed ‘Claim Fraud Filter’”**

11 93. As to the allegations in Paragraph 93 which regard unnamed
12 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
13 and therefore denies them. BANA admits that cardholders cannot access their funds
14 when their Account is frozen or blocked. BANA admits that it freezes and blocks
15 Accounts as permitted under the Cardholder Agreement, including without prior
16 notice, which prevents access to the balance in the Account during the duration of
17 the freeze or block. BANA denies the remaining allegations in Paragraph 93,
18 including that there was any representation that BANA would provide prior notice
19 before a freeze or a block and that BANA “automatically and indefinitely” froze or
20 blocked Accounts.

21 94. As to the allegations in Paragraph 94 which regard unnamed
22 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
23 and therefore denies them. BANA admits that it has frozen cardholders’ Accounts
24 as permitted under the Cardholder Agreement. BANA lacks knowledge and
25 information sufficient to admit or deny the authenticity, references to, or content of
26 the notices sent to unnamed cardholders referenced in Paragraph 94, which were not
27

1 attached to the SAMCC, and therefore denies allegations based on them. BANA
2 denies the remaining allegations in Paragraph 94.

3 95. As to the allegations in Paragraph 95 which regard unnamed
4 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
5 and therefore denies them. BANA admits that it has frozen cardholders' Accounts
6 as permitted under the Cardholder Agreement and has required certain cardholders
7 to re-establish their identity and re-verify their eligibility with BANA or EDD,
8 dependent on the context, as a condition of unfreezing their Account. BANA lacks
9 knowledge and information sufficient to admit or deny the authenticity, references to
10 or content and characterization of the "State Auditor" statistics referenced in
11 Paragraph 95, which were not attached to the SAMCC, and therefore denies
12 allegations based on them. BANA denies the remaining allegations in Paragraph 95.

13 96. As to the allegations in Paragraph 96 which regard unnamed
14 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
15 and therefore denies them. BANA admits that it has frozen cardholders' Accounts
16 as permitted under the Cardholder Agreement and has required certain cardholders
17 to re-establish their identity and re-verify their eligibility as a condition of unfreezing
18 their Accounts. BANA denies that it deprived cardholders of access to their EDD
19 benefits, refused to process their fraud claims, or refused to refund their stolen
20 money. BANA further denies the remaining allegations in Paragraph 96.

21 **5. "The Bank's Policy and Practice of Denying Reasonable Customer**
22 **Service to Cardholders Seeking Assistance with Fraud Claims and**
23 **the Unfreezing of Accounts"**

24 97. BANA admits that cardholders called BANA regarding claims of
25 allegedly unauthorized Account transactions, but BANA lacks information and
26 knowledge sufficient to admit or deny the nature and outcome of those calls alleged
27 in Paragraph 97 related to unnamed cardholders, and therefore denies them.

1 98. BANA admits that, through its vendors, BANA hired thousands of new
2 customer service agents for its prepaid call centers beginning in the fall of 2020 in
3 response to the unprecedented spike in call volume immediately following the
4 beginning of the COVID-19 pandemic in the U.S. As to the remaining allegations in
5 Paragraph 98, including the allegation that the volume of EDD cardholders seeking
6 assistance during the pandemic was “predictably large” and that the customer service
7 agents are “not empowered to resolve fraud claims,” BANA denies them.

8 99. As to the allegations in Paragraph 99 which regard unnamed putative
9 class members, BANA lacks knowledge and information sufficient to admit or deny,
10 and therefore denies them. BANA denies all remaining allegations in Paragraph 99.

11 100. As to the allegations in Paragraph 100 which regard unnamed putative
12 class members, BANA lacks knowledge and information sufficient to admit or deny,
13 and therefore denies them. BANA avers that BANA has frozen Accounts at EDD’s
14 request, that information relating to the basis for certain Account freezes was solely
15 in the possession of EDD, and that certain Accounts could not be unfrozen until EDD
16 re-verified eligibility. BANA denies all remaining allegations in Paragraph 100.

17 101. As to the allegations in Paragraph 101, which regard a purported
18 statement by the EDD that is unattached to the SAMCC, BANA lacks knowledge
19 and information sufficient to admit or deny, and therefore denies them. As for the
20 article referenced by a footnote in Paragraph 101, BANA states only that the article
21 speaks for itself and is the best evidence of its contents, but does not admit that any
22 of those contents are true or accurate.

23 102. The allegations in Paragraph 102 state legal conclusions to which no
24 response is required. To the extent a response is required, BANA denies them.

25 103. As to the allegations in Paragraph 103, which regard unnamed
26 cardholders, BANA lacks knowledge and information sufficient to admit or deny,
27 and therefore denies them. BANA denies the remaining allegations in Paragraph
28

1 103. As for the article referenced by a footnote in Paragraph 103, BANA states only
2 that the article speaks for itself and is the best evidence of its contents, but does not
3 admit that any of those contents are true or accurate.

4 104. BANA denies the allegations in Paragraph 104. As for the article
5 referenced by a footnote in Paragraph 104, BANA states only that the article speaks
6 for itself and is the best evidence of its contents, but does not admit that any of those
7 contents are true or accurate.

8 105. BANA states that the 2015 Proposal, which was not attached to the
9 SAMCC, speaks for itself and is the best evidence of its content, and denies any
10 characterization regarding representations it made that are inconsistent with its text.
11 BANA denies all remaining allegations in Paragraph 105.

12 **6. “The Court Preliminarily Enjoins the Bank’s Policies and**
13 **Practices”**

14 106. BANA admits that, on January 14, 2021, Plaintiff Jennifer Yick filed an
15 action against BANA, and that her case was later consolidated, on March 29, 2021,
16 to include lawsuits brought by eight other Plaintiffs.

17 107. To the extent Paragraph 107 references the Declaration of Melissa
18 Gargagliano (“Declaration”), BANA states that the Declaration speaks for itself and
19 is the best evidence of its content and denies any characterization inconsistent with
20 the text of the Declaration. As to all remaining allegations in Paragraph 107, BANA
21 denies them.

22 108. BANA admits that, on April 1, 2021, Plaintiffs in the nine consolidated
23 *Yick* cases filed a Motion for Preliminary Injunction and Provisional Class
24 Certification pursuant to Rule 23(b)(2). BANA states, however, that its Opposition
25 to Plaintiffs’ Motion for Preliminary Injunction and Provisional Class Certification
26 is the best evidence of BANA’s position against the Motion and denies any
27

1 characterization inconsistent with the text of that filing. As to all remaining
2 allegations in Paragraph 108, BANA denies them.

3 109. BANA admits that, on May 17, 2021, the district court in *Yick* issued an
4 Order Re Preliminary Injunction. BANA states that this Order speaks for itself and
5 is the best evidence of its contents and denies any characterization inconsistent with
6 the text of the Order. As to all remaining allegations in Paragraph 109, BANA denies
7 them.

8 110. BANA admits that, on June 1, 2021, the district court docketed an
9 unsigned order (later noted on the docket as having been “filed in error”) which
10 reflected the parties’ joint submission and avers that, on June 2, 2021, the district
11 court entered a Corrected Preliminary Injunction. *See* Case No. 3:21-cv-00376-VC,
12 ECF Nos. 101, 103. BANA states that the documents entered by the Court speak for
13 themselves and are the best evidence of their contents and denies any characterization
14 inconsistent with the text of those documents. As to all remaining allegations in
15 Paragraph 110, BANA denies them.

16 **7. “The Bank’s Policies and Practices Continue to Harm**
17 **Cardholders”**

18 111. BANA admits that when an Account is “frozen” or “blocked,” the
19 cardholder is unable to access the Account’s funds. BANA states that the Preliminary
20 Injunction speaks for itself and is the best evidence of its contents and denies any
21 characterization inconsistent with the text of the Preliminary Injunction. BANA
22 further asserts that it ceased using the claim fraud filter to decision claims on June 9,
23 2021, and that the Preliminary Injunction was lifted on April 3, 2024. BANA denies
24 all remaining allegations in Paragraph 111.

25 112. BANA denies the allegations in Paragraph 112.
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1 113. As to the allegations in Paragraph 113 regarding unnamed putative class
2 members, BANA lacks information and knowledge sufficient to admit or deny them,
3 and therefore denies them.

4 **G. Class Representatives Plaintiffs' Allegations**

5 **1. Jennifer Yick**

6 114. BANA admits that four transactions with DoorDash totaling over \$400
7 took place on Yick's EDD Prepaid Debit Card Account on November 2, 5, 8, and 16,
8 2020, and that, subsequently, her EDD Prepaid Debit Card Account had a balance of
9 \$0.70 in late November 2020, but denies that these transactions on her EDD Prepaid
10 Debit Card Account in November 2020 were unauthorized. BANA lacks knowledge
11 and information sufficient to admit or deny the remaining allegations in Paragraph
12 114, and therefore denies them.

13 115. BANA admits that other transactions took place on Yick's EDD Prepaid
14 Debit Card Account in San Francisco, California around the same time as the
15 transactions with DoorDash referenced in Paragraph 114. BANA lacks knowledge
16 and information sufficient to admit or deny the remaining allegations in Paragraph
17 115, and therefore denies them.

18 116. BANA denies the allegations in Paragraph 116.

19 117. BANA admits that Yick contacted BANA to report allegedly
20 unauthorized transactions on her EDD Prepaid Debit Card Account in December
21 2020 and January 2021, and that she was transferred to different BANA prepaid debit
22 card call center departments on some of her calls with BANA. BANA denies that it
23 has yet to credit Yick's EDD Prepaid Debit Card Account for the allegedly
24 unauthorized transactions. BANA lacks knowledge and information sufficient to
25 admit or deny the remaining allegations in Paragraph 117, and therefore denies them.

26 118. BANA admits that Yick contacted BANA to report allegedly
27 unauthorized transactions on her EDD Prepaid Debit Card Account between
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1 December 1, 2020 and December 3, 2020. BANA admits that, on a December 1,
2 2020 call, a BANA prepaid debit card call center representative told Yick that she
3 would need to speak with the prepaid debit card claims department and to call back
4 the following day. BANA admits that Yick contacted BANA on December 2, 2020.
5 BANA lacks knowledge and information sufficient to admit or deny the remaining
6 allegations in Paragraph 118, and therefore denies them.

7 119. BANA lacks knowledge and information sufficient to admit or deny the
8 allegations in Paragraph 119 regarding an unspecified call to BANA, and therefore
9 denies them.

10 120. BANA admits that Yick contacted BANA to inquire about her alleged
11 unauthorized transaction claim on December 3, 2020, that the BANA prepaid debit
12 card call center representative added notes to Yick's EDD Prepaid Debit Card claims
13 file regarding the four allegedly unauthorized transactions with DoorDash, and that
14 the BANA prepaid debit card call center representative provided Yick with an email
15 address that she could use to file a claim in the event she was unable to reach a prepaid
16 debit card claims department representative. BANA lacks knowledge and
17 information sufficient to admit or deny the remaining allegations in Paragraph 120,
18 and therefore denies them.

19 121. BANA states that the Cardholder Agreement, the "Quick Reference
20 Guide" accompanying Yick's Card, and the "EDD Prepaid Debit Card FAQ
21 webpage" speak for themselves and are the best evidence of their content, and denies
22 any characterization inconsistent with the text of the Cardholder Agreement, the
23 "Quick Reference Guide" accompanying her Card, or the "EDD Prepaid Debit Card
24 FAQ webpage." BANA admits that a BANA prepaid debit card call center
25 representative provided Yick with an email address that she could use to file a claim
26 in the event she was unable to reach a prepaid debit card claims department
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1 representative. BANA lacks knowledge and information sufficient to admit or deny
2 the remaining allegations in Paragraph 121, and therefore denies them.

3 122. BANA lacks knowledge and information sufficient to admit or deny the
4 allegations in Paragraph 122, and therefore denies them.

5 123. BANA lacks knowledge and information sufficient to admit or deny the
6 allegations in Paragraph 123, and therefore denies them.

7 124. BANA lacks knowledge and information sufficient to admit or deny the
8 allegations in Paragraph 124, and therefore denies them.

9 125. BANA lacks knowledge and information sufficient to admit or deny the
10 allegations in Paragraph 125, and therefore denies them.

11 126. BANA admits that Yick filed a putative class action lawsuit and moved
12 for a preliminary injunction, and that the *Yick* court later granted in part and denied
13 in part Plaintiffs' Motion and entered the Preliminary Injunction. *See* Case No. 3:21-
14 cv-00376-VC, ECF Nos. 101, 103. BANA states that the documents entered by the
15 Court speak for themselves and are the best evidence of their contents and denies any
16 characterization inconsistent with the text of those documents. BANA admits that it
17 credited Yick's EDD Prepaid Debit Card Account with \$409.26 on December 20,
18 2021. BANA denies all other allegations in Paragraph 126.

19 **2. Vanessa Rivera**

20 127. BANA denies that V. Rivera began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in January 2020. BANA
22 lacks knowledge and information sufficient to admit or deny the remaining
23 allegations in Paragraph 127, and therefore denies them.

24 128. BANA admits that a transaction for an ATM withdrawal of \$800 took
25 place on V. Rivera's EDD Prepaid Debit Card Account on January 29, 2021, and
26 that, subsequently, her EDD Prepaid Debit Card Account had a balance of \$4.17 on
27 January 29, 2021, but denies that this transaction on her EDD Prepaid Debit Card
28

1 Account in January 2021 was unauthorized. BANA admits that BANA sent V.
2 Rivera a low balance alert for her EDD Prepaid Debit Card Account via text message
3 on January 29, 2021. BANA lacks knowledge and information sufficient to admit or
4 deny the remaining allegations in Paragraph 128, and therefore denies them.

5 129. BANA admits that V. Rivera logged into her EDD Prepaid Debit Card
6 Account online on January 29, 2021. BANA admits that transactions for an ATM
7 balance inquiry and an ATM withdrawal of \$800 took place on V. Rivera's EDD
8 Prepaid Debit Card Account on January 29, 2021, but denies that these transactions
9 on her EDD Prepaid Debit Card Account in January 2021 were unauthorized. BANA
10 admits that V. Rivera contacted BANA on January 29, 2021. BANA lacks
11 knowledge and information sufficient to admit or deny the remaining allegations in
12 Paragraph 129, and therefore denies them.

13 130. BANA admits that V. Rivera contacted BANA and inquired about her
14 alleged unauthorized transaction claim on February 4, 2021, and that, on the February
15 4, 2021 call, the BANA prepaid debit card call center representative informed V.
16 Rivera that the BANA prepaid debit card call center representative from the January
17 29, 2021 call had put a "note" in V. Rivera's EDD Prepaid Debit Card Account and
18 sent her a new EDD Prepaid Debit Card, but inadvertently did not file an
19 unauthorized transaction claim. BANA admits that, on February 4, 2021, the BANA
20 prepaid debit card call center representative filed V. Rivera's alleged unauthorized
21 transaction claim and advised V. Rivera that the alleged unauthorized transaction
22 claim was filed during their call. BANA admits that it sent V. Rivera a letter dated
23 February 5, 2021. BANA states the letter speaks for itself and denies any allegations
24 inconsistent with its contents. The allegations in Paragraph 130 regarding BANA's
25 investigation of V. Rivera's alleged unauthorized transaction claim state legal
26 conclusions to which no response is required. To the extent a response is required,
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1 BANA denies them. BANA lacks knowledge and information sufficient to admit or
2 deny the remaining allegations in Paragraph 130, and therefore denies them.

3 131. BANA admits that it sent a replacement EDD Prepaid Debit Card to V.
4 Rivera, that V. Rivera contacted BANA to activate her EDD Prepaid Debit Card on
5 February 6, 2021, and that a BANA prepaid debit card call center representative told
6 V. Rivera that her EDD Prepaid Debit Card Account had been frozen due to fraud.
7 BANA lacks knowledge and information sufficient to admit or deny the remaining
8 allegations in Paragraph 131, and therefore denies them.

9 132. BANA admits that it sent V. Rivera a letter in February 2021 stating that
10 her EDD Prepaid Debit Card Account had been frozen because there had been fraud
11 on her EDD Prepaid Debit Card Account. BANA states that the letter itself is the
12 best evidence of its content and denies any characterization inconsistent with the text
13 of the letter. BANA lacks knowledge and information sufficient to admit or deny the
14 allegations in Paragraph 132, and therefore denies them.

15 133. BANA lacks knowledge and information sufficient to admit or deny the
16 allegations in Paragraph 133 regarding unspecified phone calls during an unspecified
17 time period, and therefore denies them.

18 134. BANA lacks knowledge and information sufficient to admit or deny the
19 allegations in Paragraph 134, and therefore denies them.

20 135. BANA admits that V. Rivera joined a putative class action lawsuit on
21 April 1, 2021, and that V. Rivera submitted a declaration in support of the *Yick*
22 plaintiffs' Motion for Preliminary Injunction and Provisional Class Certification.
23 BANA admits that it credited V. Rivera's EDD Prepaid Debit Card Account with
24 \$800, and that it unfroze her Account. BANA denies the remaining allegations in
25 Paragraph 135.

3. Candace Koole

136. BANA admits that Koole received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 136, and therefore denies them.

137. BANA denies that Koole's EDD Prepaid Debit Card Account had a balance of \$7 on December 30, 2020, but avers that her EDD Prepaid Debit Card Account had a balance of \$7.37 on December 30, 2020. BANA admits that Koole's EDD Prepaid Debit Card Account had a balance of approximately \$9,000 the week before December 30, 2020, and that multiple transactions for ATM withdrawals, from locations around Southern California, totaling \$8,760 took place on her EDD Prepaid Debit Card Account in December 2020, but denies that those transactions on her EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 137, and therefore denies them.

138. BANA admits that Koole contacted BANA to submit an alleged unauthorized transaction claim on December 30, 2020, and that a BANA prepaid debit card call center representative suggested that Koole file a police report in support of her alleged unauthorized transaction claim, but denies that the BANA prepaid debit card call center representative told Koole she was responsible for proving that she had not committed fraud or that a police report was required to support her alleged unauthorized transaction claim or for BANA to consider her alleged unauthorized transaction claim. BANA denies that it froze Koole's EDD Prepaid Debit Card Account on December 30, 2020, but avers that it froze Koole's EDD Prepaid Debit Card Account on December 31, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 138, and therefore denies them.

1 139. BANA denies that there was a restriction on Koole's EDD Prepaid Debit
2 Card Account on December 30, 2020, and therefore denies that an account freeze
3 prevented Koole from accessing her EDD Prepaid Debit Card Account online on
4 December 30, 2020. BANA lacks knowledge and information sufficient to admit or
5 deny the remaining allegations in Paragraph 139, and therefore denies them.

6 140. BANA admits that it sent Koole a letter dated December 31, 2020.
7 BANA states that the letter speaks for itself, and denies any allegations inconsistent
8 with its contents. The remaining allegations in Paragraph 140 state legal conclusions
9 to which no response is required. To the extent a response is required, BANA denies
10 them.

11 141. BANA admits that Koole contacted BANA to inquire about her alleged
12 unauthorized transaction claim and the freeze on her EDD Prepaid Debit Card
13 Account after December 31, 2020, that the BANA prepaid debit card call center
14 representatives referred her to EDD, and that BANA froze Koole's EDD Prepaid
15 Debit Card Account from December 31, 2020 to March 18, 2021. BANA lacks
16 knowledge and information sufficient to admit or deny the remaining allegations in
17 Paragraph 141 regarding unspecified calls with BANA and EDD, and therefore
18 denies them.

19 142. BANA lacks knowledge and information sufficient to admit or deny the
20 allegations in Paragraph 142, and therefore denies them.

21 143. BANA admits that Koole joined a putative class action lawsuit on April
22 1, 2021, and that Koole submitted a declaration in support of the *Yick* plaintiffs'
23 Motion for Preliminary Injunction and Provisional Class Certification. BANA
24 admits that it permanently credited Koole's EDD Prepaid Debit Card Account with
25 \$8,760 on April 6, 2021, and sent her a letter dated April 6, 2021. BANA states that
26 the letter speaks for itself, and denies any allegations inconsistent with its contents.
27 BANA denies that access to Koole's EDD Prepaid Debit Card Account was not
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1 restored until early May 2021, and avers that it unfroze Koole's EDD Prepaid Debit
2 Card Account on March 18, 2021, and that it unblocked Koole's EDD Prepaid Debit
3 Card Account on April 5, 2021. BANA denies the remaining allegations in
4 Paragraph 143.

5 **4. Azuri Moon**

6 144. BANA admits that two transactions for ATM withdrawals of \$800 and
7 \$1,000 took place on Moon's EDD Prepaid Debit Card Account on October 19, 2020
8 and October 20, 2020 respectively, but denies that those transactions on his EDD
9 Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that
10 Moon's EDD Prepaid Debit Card Account, subsequently, had "virtually no money"
11 in it. BANA lacks knowledge and information sufficient to admit or deny the
12 remaining allegations in Paragraph 144, and therefore denies them.

13 145. BANA denies that Moon contacted BANA to report allegedly
14 unauthorized transactions on his EDD Prepaid Debit Card Account on October 21,
15 2020. BANA lacks knowledge and information sufficient to admit or deny the
16 remaining allegations in Paragraph 145, and therefore denies them.

17 146. BANA denies that Moon had not received "any communication" from
18 BANA between October 21, 2020 and mid-November 2020. BANA admits that
19 Moon contacted BANA to inquire about his alleged unauthorized transaction claim
20 in mid-November 2020, and that, on a mid-November call, a BANA prepaid debit
21 card call center representative informed Moon that his alleged unauthorized
22 transaction claim had been closed, and suggested that he file a police report and to
23 submit a written statement to BANA, but denies that the BANA prepaid debit card
24 call center representative told Moon he was responsible for proving that he had not
25 committed fraud or that a police report was required to support his alleged
26 unauthorized transaction claim or for BANA to consider his alleged unauthorized
27 transaction claim. BANA denies that a BANA prepaid debit card call center

1 representative told Moon that he was liable for the allegedly unauthorized
2 transactions or that BANA would not be returning the money. The allegations in
3 Paragraph 146 regarding BANA's investigation of Moon's alleged unauthorized
4 transaction claim state legal conclusions to which no response is required. To the
5 extent a response is required, BANA denies them. BANA lacks knowledge and
6 information sufficient to admit or deny the remaining allegations in Paragraph 146,
7 and therefore denies them.

8 147. BANA lacks knowledge and information sufficient to admit or deny the
9 allegations in Paragraph 147, and therefore denies them.

10 148. BANA denies that Moon had not received any communications from
11 BANA from mid-November 2020 to mid-December 2020. BANA admits that Moon
12 contacted BANA in mid-December 2020 regarding his alleged unauthorized
13 transaction claim. BANA denies that, in a mid-December 2020 call, a BANA prepaid
14 debit card call center representative told Moon that it had never received his initial
15 fax, that he was mistakenly given his claim number as his case number, that his fax
16 reflected this mistake which derailed his alleged unauthorized transaction claim, and
17 that his alleged unauthorized transaction claim would not be reconsidered until this
18 was corrected. BANA lacks knowledge and information sufficient to admit or deny
19 the remaining allegations in Paragraph 148, and therefore denies them.

20 149. BANA admits that it froze Moon's EDD Prepaid Debit Account in late
21 December 2020. BANA denies that Moon's alleged unauthorized transaction claim
22 was unresolved. BANA admits that Moon contacted BANA while his EDD Prepaid
23 Debit Card Account was frozen between December 17, 2020 and March 18, 2021,
24 and that, on a call during this time, a BANA prepaid debit card call center
25 representative told Moon that BANA could not reconsider Moon's alleged
26 unauthorized transaction claim until his EDD Prepaid Debit Card Account was
27 unfrozen. BANA denies the remaining allegations in Paragraph 149.

1 150. BANA lacks knowledge and information sufficient to admit or deny the
2 allegations in Paragraph 150 regarding unspecified calls, and therefore denies them.

3 151. BANA admits that Moon joined a putative class action lawsuit on April
4 1, 2021, and that Moon submitted a declaration in support of the *Yick* plaintiffs'
5 Motion for Preliminary Injunction and Provisional Class Certification. BANA
6 admits that it credited Moon's EDD Prepaid Debit Card Account with \$1,800 on
7 April 5, 2021. BANA denies the remaining allegations in Paragraph 151.

8 **5. Roland Oosthuizen**

9 152. BANA admits that five ATM withdrawals of \$1,000, totaling \$5,000,
10 took place daily on Oosthuizen's EDD Prepaid Debit Card Account between
11 September 24 and September 28, 2020 in the Los Angeles area, but denies that these
12 transactions on his EDD Prepaid Debit Card Account in September 2020 were
13 unauthorized. BANA admits that Oosthuizen successfully logged into his online
14 EDD Prepaid Debit Card Account on September 28, 2020. BANA lacks knowledge
15 and information sufficient to admit or deny the remaining allegations in Paragraph
16 152, and therefore denies them.

17 153. BANA lacks knowledge and information sufficient to admit or deny the
18 allegations in Paragraph 153, and therefore denies them.

19 154. BANA admits that it did not send Oosthuizen an alert regarding the
20 transactions referenced in Paragraph 152. BANA denies that the transactions
21 referenced in Paragraph 152 were unauthorized, and denies that Oosthuizen would
22 not have been able to view the transactions when he logged into his EDD Prepaid
23 Debit Card Account online. BANA states that the Cardholder Agreement speaks for
24 itself and denies any characterization inconsistent with its contents. BANA lacks
25 knowledge and information sufficient to admit or deny the remaining allegations in
26 Paragraph 154, and therefore denies them.

1 155. BANA admits that Oosthuizen suspended his EDD Prepaid Debit Card
2 online on September 29, 2020. BANA denies that Oosthuizen contacted BANA to
3 report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account
4 on September 30, 2020, but avers that Oosthuizen contacted BANA to report
5 allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on
6 September 29, 2020. BANA admits that, on a September 29, 2020 call, a BANA
7 prepaid debit card call center representative helped Oosthuizen to file an alleged
8 unauthorized transaction claim, but denies that the BANA prepaid debit card call
9 center representative told Oosthuizen that he should wait to hear back from BANA
10 regarding his alleged unauthorized transaction claim. BANA lacks knowledge and
11 information sufficient to admit or deny the remaining allegations in Paragraph 155,
12 and therefore denies them.

13 156. BANA admits that BANA sent Oosthuizen a letter dated October 1,
14 2020. BANA states that the letter speaks for itself, and denies any allegations
15 inconsistent with its contents. The remaining allegations in Paragraph 156 state legal
16 conclusions to which no response is required. To the extent a response is required,
17 BANA denies them.

18 157. BANA admits that Oosthuizen contacted BANA regarding his alleged
19 unauthorized transaction claim between October and November 2020. BANA admits
20 that, on a October 14, 2020 call, a BANA prepaid debit card call center
21 representative, named Tara, advised him that his alleged unauthorized transaction
22 claim would be “escalated”, and that the BANA prepaid debit card call center
23 representative suggested that he send in additional documentation to support his
24 request for reconsideration of his alleged unauthorized transaction claim. BANA
25 lacks knowledge and information sufficient to admit or deny the remaining
26 allegations in Paragraph 157, and therefore denies them.

1 158. BANA admits that BANA received a facsimile from Oosthuizen on
2 November 5, 2020. BANA states that the facsimile speaks for itself, and denies any
3 allegations inconsistent with its contents. BANA admits that it did not provide
4 Oosthuizen a temporary credit after it had closed his alleged unauthorized transaction
5 claim in October 2020, but BANA denies that it failed to provide Oosthuizen's EDD
6 Prepaid Debit Card Account with any credit for his alleged unauthorized transaction
7 claim. BANA lacks knowledge and information sufficient to admit or deny the
8 allegations in Paragraph 158 regarding Oosthuizen's faxing and receipt of any
9 documents from BANA and the hardship Oosthuizen alleges that he experienced, and
10 therefore denies them. The remaining allegations in Paragraph 158 state legal
11 conclusions to which no response is required. To the extent a response is required,
12 BANA denies them.

13 159. BANA admits that Oosthuizen filed a putative class action lawsuit
14 against BANA on January 26, 2021. BANA admits that it credited Oosthuizen's
15 Account with \$5,000 on January 27, 2021, and that BANA sent a letter dated January
16 27, 2021. BANA states that the letter speaks for itself and denies any allegations
17 inconsistent with its contents. BANA denies that it did not pay any interest on the
18 \$5,000 credit to Oosthuizen's EDD Prepaid Debit Card Account.

19 **6. Rosemary Mathews**

20 160. BANA admits that an ATM withdrawal at Bank of America of \$1,000
21 took place on Mathews's EDD Prepaid Debit Card Account on October 12, 2020,
22 and that her EDD Prepaid Debit Card Account, subsequently, had a balance of less
23 than \$500, but denies that this transaction on her EDD Prepaid Debit Card Account
24 in October 2020 was unauthorized. BANA lacks knowledge and information
25 sufficient to admit or deny the remaining allegations in Paragraph 160, and therefore
26 denies them.

1 161. BANA lacks knowledge and information sufficient to admit or deny the
2 allegations in Paragraph 161, and therefore denies them.

3 162. BANA admits that it did not send Mathews an alert regarding the
4 transaction referenced in Paragraph 160, that Mathews successfully logged onto her
5 EDD Prepaid Debit Card Account online on October 18, 2020, and that Mathews's
6 EDD Prepaid Debit Card Account had a balance of less than \$500 at the start of
7 October 18, 2020. BANA denies that the ATM withdrawal referenced in Paragraph
8 162 was unauthorized, and denies that Mathews would not have been able to view
9 the transaction when she logged into her EDD Prepaid Debit Card Account online.
10 BANA lacks knowledge and information sufficient to admit or deny the remaining
11 allegations in Paragraph 162, and therefore denies them.

12 163. BANA admits that, on October 18, 2020, Mathews contacted BANA to
13 report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account,
14 and that, on that October 18, 2020 call, a BANA prepaid debit card call center
15 representative told Mathews to call back when the prepaid debit card claims
16 department was open. BANA admits that, on October 19, 2020, Mathews contacted
17 BANA to file an alleged unauthorized transaction claim, and that, on that October
18 19, 2020 call, Mathews filed an alleged unauthorized transaction claim. BANA lacks
19 knowledge and information sufficient to admit or deny the allegations in Paragraph
20 163, and therefore denies them.

21 164. BANA admits that it sent Mathews a letter dated October 20, 2020.
22 BANA states that the letter speaks for itself and denies any allegations inconsistent
23 with its contents. The remaining allegations in Paragraph 164 state legal conclusions
24 to which no response is required. To the extent a response is required, BANA denies
25 them.

26 165. BANA admits that Mathews contacted BANA in November and
27 December 2020, and January and February 2021. BANA lacks knowledge and
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1 information sufficient to admit or deny the remaining allegations in Paragraph 165,
2 and therefore denies them.

3 166. BANA admits that BANA received a facsimile from Mathews on
4 November 5, 2020 and that BANA did not provide Mathews a temporary credit.
5 BANA states that the facsimile speaks for itself, and denies any allegations
6 inconsistent with its contents. BANA lacks knowledge and information sufficient to
7 admit or deny the remaining allegations in Paragraph 166, and therefore denies them.

8 167. BANA admits that, on December 23, 2020, Mathews contacted the
9 Bank regarding a freeze placed on her EDD Prepaid Debit Card Account on
10 December 17, 2020. BANA lacks knowledge and information sufficient to admit or
11 deny the remaining allegations in Paragraph 167, and therefore denies them.

12 168. BANA admits that Mathews filed a putative class action lawsuit against
13 BANA on January 26, 2021. BANA admits that it sent Mathews a letter dated
14 January 27, 2021, and that BANA credited Mathews EDD Prepaid Debit Card
15 Account with \$1,000 on January 27, 2021. BANA states that the letter speaks for
16 itself and denies any allegations inconsistent with its contents. BANA denies the
17 remaining allegations in Paragraph 168.

18 169. BANA admits that Mathews's EDD Prepaid Debit Card Account was
19 frozen between December 17, 2020 and February 10, 2021. BANA admits the letter
20 it sent referenced in Paragraph 168 was dated January 27, 2021. BANA states that
21 the letter speaks for itself, and denies any allegations inconsistent with its contents.
22 BANA denies that it did not pay any interest on the \$1,000 credit to Mathews's EDD
23 Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to
24 admit or deny the allegations in Paragraph 169, and therefore denies them.

25 170. BANA lacks knowledge and information sufficient to admit or deny the
26 allegations in Paragraph 170, and therefore denies them.

1 **7. Carlos Rodriguez**

2 171. BANA admits that C. Rodriguez received EDD unemployment benefits
3 through a BANA-issued EDD Prepaid Debit Card. BANA denies that EDD funded
4 C. Rodriguez's EDD Prepaid Debit Card Account with \$900 every two weeks while
5 he was eligible for EDD unemployment benefits. BANA lacks knowledge and
6 information sufficient to admit or deny the remaining allegations in Paragraph 171,
7 and therefore denies them.

8 172. BANA denies that C. Rodriguez contacted BANA to report allegedly
9 unauthorized transactions on his EDD Prepaid Debit Card Account on or about
10 December 17, 2020. BANA admits that an ATM withdrawal of \$230 took place on
11 C. Rodriguez's EDD Prepaid Debit Card Account on December 10, 2020, and that
12 multiple ATM balance inquiries including one on November 30, 2020 and others in
13 December 2020 took place on C. Rodriguez's EDD Prepaid Debit Card Account, but
14 denies that the December 10, 2020 transaction on C. Rodriguez's EDD Prepaid Debit
15 Card Account was unauthorized, and denies that the November 30, 2020 and
16 December 2020 balance inquiries were conducted by some "unidentified person(s)".
17 BANA denies that an ATM withdrawal of \$900 took place on C. Rodriguez's EDD
18 Prepaid Debit Card Account on December 17, 2020, but avers that an ATM
19 withdrawal of \$900 took place on C. Rodriguez's EDD Prepaid Debit Card Account
20 on December 18, 2020 in the Los Angeles area. BANA denies that the December
21 18, 2020 ATM withdrawal on C. Rodriguez's EDD Prepaid Debit Card Account was
22 unauthorized. BANA lacks knowledge and information sufficient to admit or deny
23 the remaining allegations in Paragraph 172, and therefore denies them.

24 173. BANA lacks knowledge and information sufficient to admit or deny the
25 allegations in Paragraph 173 regarding unspecified phone calls during an unspecified
26 time period, and therefore denies them. BANA admits that it froze C. Rodriguez's
27 EDD Prepaid Debit Card Account. BANA lacks knowledge and information
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1 sufficient to admit or deny the remaining allegations in Paragraph 173, and therefore
2 denies them.

3 174. BANA lacks knowledge and information sufficient to admit or deny the
4 remaining allegations in Paragraph 174, and therefore denies them.

5 175. BANA admits that C. Rodriguez filed a putative class action lawsuit
6 against BANA in the Northern District of California in January 2021. BANA admits
7 that it unfroze C. Rodriguez's EDD Prepaid Debit Card Account on March 18, 2021,
8 and that BANA unblocked C. Rodriguez's EDD Prepaid Debit Card Account after
9 he called in and authenticated his identity with a BANA prepaid debit card call center
10 representative in April 2021. BANA admits it sent Rodriguez a letter in March 2021.
11 BANA states that the letter speaks for itself, and denies any allegations inconsistent
12 with its contents. BANA lacks knowledge and information sufficient to admit or
13 deny the remaining allegations in Paragraph 175, and therefore denies them.

14 176. BANA denies that it notified C. Rodriguez of a "temporary credit" to
15 his EDD Prepaid Debit Card Account via a letter dated April 20, 2021. BANA admits
16 that it permanently credited C. Rodriguez's EDD Prepaid Debit Card Account on
17 April 22, 2021. BANA admits that BANA filed its opposition to the motion for
18 preliminary injunction on April 20, 2021 (*see Yick*, Dkt. No. 72), that BANA re-filed
19 its opposition to the motion for preliminary injunction on April 23, 2021 (*see Yick*,
20 Dkt. No. 76), and that, in BANA's re-filed opposition to the motion for preliminary
21 injunction, BANA reported that C. Rodriguez's "claim was paid on April 22, 2021"
22 (*see Yick*, Dkt. No. 76-16 at 5, ¶22). BANA lacks knowledge and information
23 sufficient to admit or deny the remaining allegations in Paragraph 176, and therefore
24 denies them.

25 **8. J. Michael Willrich**

26 177. BANA admits that transactions totaling approximately \$5,000 took
27 place on Willrich's EDD Prepaid Debit Card Account in late September and early
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1 October 2020, but denies that these transactions on his EDD Prepaid Debit Card
2 Account in late September and early October 2020 were unauthorized. BANA
3 admits that it did not send Willrich an alert regarding these transactions, but denies
4 that Willrich would not have been able to view the allegedly unauthorized
5 transactions when he logged into his EDD Prepaid Debit Card Account online.
6 BANA lacks knowledge and information sufficient to admit or deny the remaining
7 allegations in Paragraph 177, and therefore denies them.

8 178. BANA lacks knowledge and information sufficient to admit or deny the
9 allegations in Paragraph 178, and therefore denies them.

10 179. BANA admits Willrich contacted BANA in October and November
11 2020 and January 2021. BANA lacks knowledge and information sufficient to admit
12 or deny the allegations in Paragraph 179 regarding unspecified phone calls during an
13 unspecified time period, and therefore denies them.

14 180. BANA admits that Willrich contacted BANA in October 2020 and filed
15 an alleged unauthorized transaction claim on his EDD Prepaid Debit Card Account,
16 but denies that the transactions were unauthorized. BANA lacks knowledge and
17 information sufficient to admit or deny the allegations in Paragraph 180 regarding an
18 unspecified phone call during an unspecified time period, and therefore denies them.

19 181. BANA admits that it sent Willrich a letter in October 2020. BANA
20 states that the letter speaks for itself and denies any allegations inconsistent with its
21 contents. The remaining allegations in Paragraph 181 state legal conclusions to
22 which no response is required. To the extent a response is required, BANA denies
23 them.

24 182. BANA admits that Willrich contacted BANA to inquire about his
25 alleged unauthorized transaction claim in early November 2020. BANA admits that,
26 on the early November 2020 call, a BANA prepaid debit card call center
27 representative told Willrich that his alleged unauthorized transaction claim was

1 closed as a result of a “glitch” in the system, and that the BANA prepaid debit card
2 call center representative told Willrich that BANA would submit a complaint and
3 reconsider Willrich’s alleged unauthorized transaction claim. BANA lacks
4 knowledge and information sufficient to admit or deny the remaining allegations in
5 Paragraph 182, and therefore denies them.

6 183. BANA lacks knowledge and information sufficient to admit or deny the
7 allegations in Paragraph 183, and therefore denies them.

8 184. BANA admits that it credited Willrich’s EDD Prepaid Debit Card
9 Account on January 12, 2021, and avers that BANA sent Willrich a letter dated the
10 same day. BANA states that the letter speaks for itself, and denies any allegations
11 inconsistent with its contents. BANA lacks knowledge and information sufficient to
12 admit or deny the remaining allegations in Paragraph 184, and therefore denies them.

13 185. BANA admits that Willrich contacted BANA to inquire about a
14 restriction on his EDD Prepaid Debit Card Account on January 14 and 15, 2021.
15 BANA denies that it placed any restriction on or froze Willrich’s EDD Prepaid Debit
16 Card Account in January or February 2021. BANA admits that multiple transactions
17 for electronic funds transfers took place on Willrich’s EDD Prepaid Debit Card
18 Account in or after January 2021. BANA lacks knowledge and information sufficient
19 to admit or deny the remaining allegations in Paragraph 185, and therefore denies
20 them.

21 186. BANA admits that Willrich filed a putative class action lawsuit against
22 BANA on January 22, 2021. BANA denies that it ever placed any restriction on or
23 froze Willrich’s EDD Prepaid Debit Card Account. BANA lacks knowledge and
24 information sufficient to admit or deny the remaining allegations in Paragraph 186,
25 and therefore denies them.

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1 **9. Lindsay McClure**

2 187. BANA admits that a transaction for \$1,003 took place on McClure's
3 EDD Prepaid Debit Card Account on November 30, 2020, but denies that this
4 transaction on McClure's EDD Prepaid Debit Card Account in November 2020 was
5 unauthorized. BANA lacks knowledge and information sufficient to admit or deny
6 the allegations in Paragraph 187 regarding unspecified phone calls during an
7 unspecified time period, and therefore denies them. BANA lacks knowledge and
8 information sufficient to admit or deny the remaining allegations in Paragraph 187,
9 and therefore denies them.

10 188. BANA admits that McClure contacted BANA to report allegedly
11 unauthorized transactions on her EDD Prepaid Debit Card Account on December 1,
12 2020, but denies that unauthorized transactions took place on her EDD Prepaid Debit
13 Card Account. BANA admits that, on the December 1, 2020 call, a BANA prepaid
14 debit card call center representative told her that an investigation into her alleged
15 unauthorized transaction claim could take up to 45 days. BANA admits that it sent
16 McClure a letter dated December 2, 2020. BANA states that the letter speaks for
17 itself and denies any allegations inconsistent with its contents. The allegations in
18 Paragraph 188 regarding BANA's investigation into McClure's alleged unauthorized
19 transaction claim state legal conclusions to which no response is required. To the
20 extent a response is required, BANA denies them. BANA lacks knowledge and
21 information sufficient to admit or deny the remaining allegations in Paragraph 188,
22 and therefore denies them.

23 189. BANA admits that McClure contacted BANA multiple times in
24 December 2020 regarding her alleged unauthorized transaction claim, and that during
25 one of those calls a BANA prepaid debit card call center representative told her
26 BANA was investigating her alleged unauthorized transaction claim. BANA lacks
27 knowledge and information sufficient to admit or deny the allegations in Paragraph
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1 189 regarding unspecified phone calls during an unspecified time period, and
2 therefore denies them.

3 190. BANA admits that it froze McClure's EDD Prepaid Debit Card Account
4 on December 17, 2020, but denies that McClure did not receive notice of the freeze
5 on her EDD Prepaid Debit Card Account. BANA admits that McClure contacted
6 BANA to inquire about the freeze on her EDD Prepaid Debit Card Account on
7 December 20, 2020. BANA admits that, on the December 20, 2020 call, a BANA
8 prepaid debit card call center representative told McClure that her EDD Prepaid Debit
9 Card Account was frozen due to fraud, and denies that this statement was false.
10 BANA lacks knowledge and information sufficient to admit or deny the allegations
11 in Paragraph 190 regarding unspecified phone calls during an unspecified time
12 period, and therefore denies them. BANA lacks knowledge and information
13 sufficient to admit or deny the remaining allegations in Paragraph 190, and therefore
14 denies them.

15 191. BANA admits that McClure filed a putative class action lawsuit against
16 BANA on January 25, 2021. BANA admits that it credited McClure's EDD Prepaid
17 Debit Card Account with \$1,003 on January 27, 2021, and that BANA sent McClure
18 a letter dated January 27, 2021. BANA states that the letter speaks for itself, and
19 denies any allegations inconsistent with its contents. BANA admits that it unfroze
20 McClure's EDD Prepaid Debit Card Account before the end of March 2021. BANA
21 lacks knowledge and information sufficient to admit or deny the remaining
22 allegations in Paragraph 191, and therefore denies them.

23 **[Removed]**

24 192. [Removed]

25 193. [Removed]

26 194. [Removed]

10. Clara Cajas

195. BANA admits that an ATM withdrawal of \$700 took place on Cajas's EDD Prepaid Debit Card Account on January 12, 2021, but denies that this transaction on Cajas's EDD Prepaid Debit Card Account in January 2021 was unauthorized. BANA admits that Cajas contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account on January 12, 2021, and that BANA issued Cajas a new EDD Prepaid Debit Card on January 13, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 195, and therefore denies them.

196. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 196 regarding an unspecified phone call during an unspecified time period, and therefore denies them. BANA admits that it froze Cajas's EDD Prepaid Debit Card Account on January 14, 2021. BANA admits that it sent Cajas a letter dated January 14, 2021. BANA states that the letter speaks for itself and denies any allegations inconsistent with its contents. The remaining allegations in Paragraph 196 state conclusions of law to which no response is required. To the extent a response is required, BANA denies them.

197. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 197 regarding an unspecified phone call during an unspecified time period, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 197, and therefore denies them.

198. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 198 regarding unspecified phone calls during an unspecified time period, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 198, and therefore denies them.

1 199. BANA admits that Cajas and the other plaintiffs in the consolidated *Yick*
2 action filed their Motion for Preliminary Injunction and Provisional Class
3 Certification on April 1, 2021. BANA admits that it reconsidered Cajas's alleged
4 unauthorized transaction claim in April 2021, and that it permanently credited
5 Cajas's EDD Prepaid Debit Card Account with \$700 on April 28, 2021. BANA
6 denies that it unfroze Cajas's EDD Prepaid Debit Card Account on April 28, 2021,
7 but avers it unfroze her EDD Prepaid Debit Card Account on March 18, 2021, and
8 unblocked her EDD Prepaid Debit Card Account on April 20, 2021. BANA further
9 denies that Cajas's EDD Prepaid Debit Card Account had been frozen for more than
10 three months as of April 28, 2021. BANA lacks knowledge and information
11 sufficient to admit or deny the remaining allegations in Paragraph 199, and therefore
12 denies them.

13 **11. Stephanie Smith**

14 200. BANA admits that S. Smith began receiving EDD unemployment
15 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
16 admits that multiple transactions for electronic funds transfers took place on S.
17 Smith's EDD Prepaid Debit Card Account. BANA admits that three transactions for
18 Doordash which totaled \$225.84 took place on S. Smith's EDD Prepaid Debit Card
19 Account on November 23, 27, and 30, 2020, but denies that these transactions on S.
20 Smith's EDD Prepaid Debit Card Account in November 2020 were unauthorized.
21 BANA lacks knowledge and information sufficient to admit or deny the remaining
22 allegations in Paragraph 200, and therefore denies them.

23 201. BANA admits that S. Smith contacted BANA to report allegedly
24 unauthorized transactions on her EDD Prepaid Debit Card Account on December 23,
25 2020. BANA admits that, on the December 23, 2020 call, a BANA prepaid debit
26 card call center representative spoke with S. Smith regarding transactions on her
27 EDD Prepaid Debit Card Account, that the BANA prepaid debit card call center
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1 representative verified her identity, and that S. Smith provided her Social Security
2 Number as part of this identity verification process. BANA denies that S. Smith
3 answered all of the BANA prepaid debit card call center representative's security
4 questions to BANA's satisfaction, but avers that S. Smith could not answer her
5 security question and therefore changed the question and answer on the call after she
6 authenticated with a BANA prepaid debit card call center representative via a
7 different method. BANA lacks knowledge and information sufficient to admit or
8 deny the remaining allegations in Paragraph 201, and therefore denies them.

9 202. The allegations in Paragraph 202 regarding BANA's alleged failure to
10 conduct a good-faith investigation state conclusions of law to which no response is
11 required. To the extent a response is required, BANA denies them. BANA lacks
12 knowledge and information sufficient to admit or deny the allegations in Paragraph
13 202, and therefore denies them.

14 **12. Alan Karam**

15 203. BANA admits that Karam began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
17 admits that many transactions took place on Karam's EDD Prepaid Debit Card
18 Account from June to August 2020. BANA denies that all the transactions that took
19 place on Karam's EDD Prepaid Debit Card Account took place in California, and
20 that "all or virtually all" these transactions that took place on Karam's EDD Prepaid
21 Debit Card Account were for amounts less than \$100. BANA lacks knowledge and
22 information sufficient to admit or deny the remaining allegations in Paragraph 203,
23 and therefore denies them.

24 204. BANA admits Karam successfully logged into his online EDD Prepaid
25 Debit Card Account on August 21, 2020. BANA admits that transactions for two
26 purchases from Target of \$954 each, one purchase from Target of \$442.69, and a
27 purchase from McDonald's of \$4.34 all took place on Karam's Account in New York
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1 state, but denies that these transactions on Karam's EDD Prepaid Debit Card Account
2 were unauthorized. BANA lacks knowledge and information sufficient to admit or
3 deny the remaining allegations in Paragraph 204, and therefore denies them.

4 205. BANA lacks knowledge and information sufficient to admit or deny the
5 allegations in Paragraph 205, and therefore denies them.

6 206. The allegations in Paragraph 206 state legal conclusions to which no
7 response is required. To the extent that a response is required, BANA denies them.
8 BANA denies that it failed to take any of the actions proposed by Karam in Paragraph
9 206.

10 207. BANA admits that Karam contacted BANA to report allegedly
11 unauthorized transactions on his EDD Prepaid Debit Card Account on August 21,
12 2020, and that, on the August 21, 2020 call, the BANA prepaid debit card call center
13 representative helped Karam to file an alleged unauthorized transaction claim.
14 BANA admits that it temporarily credited Karam's EDD Prepaid Debit Card Account
15 with the amount of the allegedly unauthorized transactions by August 24, 2020. The
16 allegations in Paragraph 207 relating to EFTA and Regulation E state legal
17 conclusions to which no response is required. To the extent that a response is
18 required, BANA denies them. BANA lacks knowledge and information sufficient to
19 admit or deny the remaining allegations in Paragraph 207, and therefore denies them.

20 208. BANA admits that it debited Karam's EDD Prepaid Debit Card Account
21 by \$2,355.03 on November 17, 2020, and that, subsequently, Karam's EDD Prepaid
22 Debit Card Account had a negative balance. BANA denies that it debited Karam's
23 EDD Prepaid Debit Card Account without notice or explanation. BANA lacks
24 knowledge and information sufficient to admit or deny the remaining allegations in
25 Paragraph 208, and therefore denies them.

26 209. BANA denies that Karam contacted BANA "immediately," but admits
27 that Karam contacted BANA on November 22, 2020, and that a BANA prepaid debit
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1 card call center representative told him that he would need to call back during the
2 prepaid debit card claims department's hours of operation. BANA states that the
3 Cardholder Agreement and BANA's contract with EDD speak for themselves, and
4 deny any allegations in consistent with their contents.

5 210. BANA denies that Karam contacted BANA at 6:30 AM on November
6 23, 2020, and therefore denies the allegations in Paragraph 210 regarding the
7 substance of such a call, but admits that he contacted BANA that day. BANA lacks
8 knowledge and information sufficient to admit or deny the remaining allegations in
9 Paragraph 210, and therefore denies them.

10 211. BANA admits that Karam contacted BANA on November 23, 2020.
11 BANA lacks knowledge and information sufficient to admit or deny the remaining
12 allegations in Paragraph 211, and therefore denies them.

13 212. BANA admits that Karam contacted BANA on November 23, 2020 and
14 that, during one of these phone calls, a BANA prepaid debit card call center
15 representative suggested Karam file a police report and submit a written statement
16 about the alleged unauthorized transactions, but denies that the BANA prepaid debit
17 card call center representative told Karam that filing a police report or submitting a
18 written statement was required to support his alleged unauthorized transaction claim
19 or to have that alleged unauthorized transaction claim considered by BANA. BANA
20 lacks knowledge and information sufficient to admit or deny the remaining
21 allegations in Paragraph 212, and therefore denies them.

22 213. BANA admits that it reconsidered one of Karam's alleged unauthorized
23 transaction claims in December 2020, and that, subsequently, BANA closed Karam's
24 alleged unauthorized transaction claim. The allegations in Paragraph 213 regarding
25 BANA's investigation into Karam's alleged unauthorized transaction claim state
26 legal conclusions to which no response is required. To the extent a response is
27 required, BANA denies them. BANA denies that it never credited Karam's EDD
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1 Prepaid Debit Card Account after November 2020. BANA lacks knowledge and
2 information sufficient to admit or deny the allegations in Paragraph 213 regarding
3 unspecified calls to BANA, and therefore denies them. BANA lacks knowledge and
4 information sufficient to admit or deny the remaining allegations in Paragraph 213,
5 and therefore denies them.

6 214. BANA admits that counsel for Karam and S. Smith sent a letter dated
7 January 25, 2021 via FedEx that was delivered on January 26, 2021. As for the letter
8 referenced in Paragraph 214, BANA states only that the letter speaks for itself and is
9 the best evidence of its contents, but does not admit that any of those contents are
10 true or accurate. BANA lacks knowledge and information sufficient to admit or deny
11 the remaining allegations in Paragraph 214, and therefore denies them.

12 215. BANA avers that it reconsidered both of Karam's alleged unauthorized
13 transaction claims, and admits that it credited \$2,355.03 to Karam's EDD Prepaid
14 Debit Card Account on January 28, 2021. BANA lacks knowledge and information
15 sufficient to admit or deny the remaining allegations in Paragraph 215, and therefore
16 denies them.

17 **[Removed]**

18 216. [Removed]

19 217. [Removed]

20 218. [Removed]

21 219. [Removed]

22 220. [Removed]

23 221. [Removed]

24 222. [Removed]

25 223. [Removed]

26 224. [Removed]

13. Brian Wiggins

225. BANA admits that transactions totaling \$1,512 took place on Wiggins's EDD Prepaid Debit Card Account in November 2020 in Santa Rosa, California and Atlanta, Georgia, but denies that these transactions on Wiggins's EDD Prepaid Debit Card Account in November 2020 were unauthorized. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 225, and therefore denies them.

226. BANA admits that Wiggins contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in November 2020. BANA admits that it froze Wiggins's EDD Prepaid Debit Card Account on December 17, 2020. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 226 regarding an unspecified call to BANA, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 226, and therefore denies them.

227. BANA denies that Wiggins received no written or formal communication from BANA regarding his EDD Prepaid Debit Card Account freeze. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 227 regarding unspecified calls to BANA, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 227, and therefore denies them.

228. BANA admits that Wiggins filed a putative class action lawsuit against BANA. BANA admits that it permanently credited Wiggins's EDD Prepaid Debit Card Account with \$1,512 on May 25, 2021, and that BANA sent Wiggins a letter dated May 26, 2021. BANA states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraphs 228, and therefore denies them.

1 **14. Jonathan Smith**

2 229. BANA admits that J. Smith received EDD unemployment benefits
3 through a BANA-issued EDD Prepaid Debit Card. BANA lacks knowledge and
4 information sufficient to admit or deny the remaining allegations in Paragraph 229,
5 and therefore denies them.

6 230. BANA admits that two transactions, one for \$1,701.78 and one for \$20,
7 took place on J. Smith's EDD Prepaid Debit Card Account in July 2020, but denies
8 that these transactions on J. Smith's EDD Prepaid Debit Card Account in July 2020
9 were unauthorized. BANA admits it did not send J. Smith an alert regarding these
10 transactions. BANA denies that, subsequently, J. Smith's EDD Prepaid Debit Card
11 Account had a negative balance after these two allegedly unauthorized transactions
12 took place on his EDD Prepaid Debit Card Account. BANA lacks knowledge and
13 information sufficient to admit or deny the remaining allegations in Paragraph 230,
14 and therefore denies them.

15 231. BANA denies that J. Smith contacted BANA to report allegedly
16 unauthorized transactions on his EDD Prepaid Debit Card Account in the fall of 2020,
17 but avers that J. Smith contacted BANA to report allegedly unauthorized transactions
18 on his Account in July 2020. BANA admits that it temporarily credited J. Smith's
19 Account with \$1,721.78 in August 2020, but denies that the temporary credit was
20 made permanent before it was debited in October 2020. BANA denies that J. Smith
21 was a victim of fraud, and denies that the transactions referenced in Paragraph 231
22 were unauthorized.

23 232. BANA admits that it debited \$1,721.78 from J. Smith's EDD Prepaid
24 Debit Card Account on October 4, 2020, but denies that it debited a "permanent
25 credit" that had previously been provided to J. Smith. The allegations regarding
26 BANA's investigation into J. Smith's alleged unauthorized transaction claim in
27 Paragraph 232 state legal conclusions to which no response is required. BANA lacks
28

1 knowledge and information sufficient to admit or deny the remaining allegations in
2 Paragraph 232, and therefore denies them.

3 233. BANA admits that it debited \$1,721.78 from J. Smith's EDD Prepaid
4 Debit Card Account on October 4, 2020, that J. Smith's EDD Prepaid Debit Card
5 Account balance was subsequently negative, and that subsequent EDD
6 unemployment benefits were applied to his EDD Prepaid Debit Card Account and
7 added to the balance. BANA lacks knowledge and information sufficient to admit or
8 deny the remaining allegations in Paragraph 233, and therefore denies them.

9 234. BANA admits that it froze J. Smith's EDD Prepaid Debit Card Account
10 from September 28 to October 4, 2020, and avers that J. Smith's EDD Prepaid Debit
11 Card Account was unfrozen on October 4, 2020. BANA lacks knowledge and
12 information sufficient to admit or deny the allegations in Paragraph 234 regarding
13 unspecified calls to BANA, and therefore denies them. BANA lacks knowledge and
14 information sufficient to admit or deny the remaining allegations in Paragraph 234,
15 and therefore denies them.

16 235. BANA lacks knowledge and information sufficient to admit or deny the
17 remaining allegations in Paragraph 235, and therefore denies them.

18 236. BANA admits that it credited J. Smith's Account with \$1,721.78 in
19 January 2021, and that it froze his EDD Prepaid Debit Card Account for a period of
20 time. BANA denies it committed any "unlawful acts and omissions," that it froze J.
21 Smith's EDD Prepaid Debit Card Account "without providing any clear process or
22 recourse for J. Smith to regain access," or that it deprived him of funds associated
23 with alleged unauthorized transaction claims. BANA lacks knowledge and
24 information sufficient to admit or deny the remaining allegations in Paragraph 236,
25 and therefore denies them.

15. Alex Yuan

237. BANA admits that Yuan received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 237, and therefore denies them.

238. BANA denies that two transactions for ATM withdrawals of \$900 each took place on Yuan's EDD Prepaid Debit Card Account located in the Los Angeles area in or around August 2020, but avers that two ATM withdrawals of \$900 each took place on Yuan's EDD Prepaid Debit Card Account located in the Los Angeles area on August 24, 2020 and September 7, 2020 respectively. BANA denies that these transactions on Yuan's EDD Prepaid Debit Card Account in August and September 2020 were unauthorized.

239. BANA admits that Yuan contacted BANA to file an alleged unauthorized transaction claim on September 10, 2020. BANA admits that it credited Yuan's EDD Prepaid Debit Card Account with \$1,800 in September 2020. BANA denies that it notified Yuan that its credit to Yuan's Account was made "permanent" in October 2020. BANA denies that it determined Yuan had been the victim of fraud, and that it had not authorized the transactions identified in Paragraph 238. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 239, and therefore denies them.

240. BANA admits that it debited \$1,800 from Yuan's EDD Prepaid Debit Card Account on October 4, 2020. BANA denies that this debit occurred "without any notice or explanation," and avers that it sent Yuan a letter dated October 3, 2020. BANA states that this letter speaks for itself and denies any allegations inconsistent with its contents. The allegations in Paragraph 240 regarding BANA's investigation of Yuan's alleged unauthorized transaction claim state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

1 BANA lacks knowledge and information sufficient to admit or deny the remaining
2 allegations in Paragraph 240, and therefore denies them.

3 241. BANA admits that it debited \$1,800 from Yuan's EDD Prepaid Debit
4 Card Account on October 4, 2020, that Yuan's EDD Prepaid Debit Card Account
5 balance was subsequently negative, and that subsequent EDD unemployment
6 benefits were applied to his EDD Prepaid Debit Card Account and added to the
7 balance. BANA lacks knowledge and information sufficient to admit or deny the
8 remaining allegations in Paragraph 241, and therefore denies them.

9 242. BANA lacks knowledge and information sufficient to admit or deny the
10 allegations in Paragraph 242 regarding unspecified contacts, and therefore denies
11 them. BANA lacks knowledge and information sufficient to admit or deny the
12 allegations in Paragraph 242 regarding unspecified calls to BANA, and therefore
13 denies them.

14 243. BANA admits that a withdrawal of \$900 took place on Yuan's EDD
15 Prepaid Debit Card Account on October 26, 2020, but denies that this transaction on
16 Yuan's EDD Prepaid Debit Card Account on October 26, 2020 was unauthorized.
17 BANA admits that Yuan contacted BANA to file an alleged unauthorized transaction
18 claim on October 28, 2020. BANA admits that, subsequently, Yuan transferred each
19 of his EDD benefits from his EDD Prepaid Debit Card Account to an external account
20 starting in November 2020. BANA lacks knowledge and information sufficient to
21 admit or deny the remaining allegations in Paragraph 243, and therefore denies them.

22 244. BANA admits that it froze Yuan's Account on December 17, 2020, but
23 denies that Yuan did not receive notice of the freeze on his EDD Prepaid Debit Card
24 Account. BANA admits that it unfroze Yuan's EDD Prepaid Debit Card Account on
25 January 15, 2021. BANA lacks knowledge and information sufficient to admit or
26 deny the remaining allegations in Paragraph 244, and therefore denies them.

1 245. BANA admits that a preliminary injunction was obtained in the *Yick*
2 action on May 17, 2021. BANA denies that it did not credit Yuan's EDD Prepaid
3 Debit Card Account with \$1,800 until on or about March 9, 2022, and avers that
4 BANA reconsidered Yuan's alleged unauthorized transaction claim, and that BANA
5 credited Yuan's EDD Prepaid Debit Card Account with \$1,800 on November 10,
6 2020. BANA admits that it sent Yuan a letter dated November 9, 2020.. BANA
7 states that the letter speaks for itself, and denies any allegations inconsistent with its
8 contents. BANA further avers that it credited Yuan's EDD Prepaid Debit Card
9 Account again with \$1,800 on March 9, 2022, which was a duplicate credit that has
10 not been rescinded or debited by BANA. BANA denies that it did not pay any
11 interest on the \$1,800 credit to Yuan's EDD Prepaid Debit Card Account. BANA
12 denies that it did not credit Yuan \$900 in connection with his other alleged
13 unauthorized transaction claim, and further denies that it did not pay any interest on
14 the \$900 credit. The remaining allegations in Paragraph 245 state legal conclusions
15 to which no response is required. To the extent a response is required, BANA denies
16 them.

17 **16. Jory Zoelle**

18 246. BANA admits that two transactions totaling \$1,052.60 at a Target retail
19 store located in New Jersey took place on Zoelle's EDD Prepaid Debit Card Account
20 on July 23, 2020, but denies that these transactions on her EDD Prepaid Debit Card
21 Account in July 2020 were unauthorized. BANA admits that Zoelle contacted
22 BANA to file an alleged unauthorized transaction claim on July 25, 2020. BANA
23 denies that it credited Zoelle's EDD Prepaid Debit Card Account with \$1,052.60 in
24 or about September 2020, but avers that it credited Zoelle's EDD Prepaid Debit Card
25 Account with \$1,052.60 on August 3, 2020. BANA denies that it froze Zoelle's EDD
26 Prepaid Debit Card Account for "several weeks." The allegations in Paragraph 246
27 regarding BANA's basis for freezing Zoelle's EDD Prepaid Debit Card Account state
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1 legal conclusions to which no response is required. To the extent a response is
2 required, BANA denies them. BANA lacks knowledge and information sufficient to
3 admit or deny the remaining allegations in Paragraph 246, and therefore denies them.

4 247. BANA admits that it debited Zoelle's EDD Prepaid Debit Card Account
5 for \$1,052.60 on October 9, 2020, and that, subsequently, Zoelle's EDD Prepaid
6 Debit Card Account had a negative balance. BANA admits that subsequent EDD
7 unemployment benefits were applied to her EDD Prepaid Debit Card Account and
8 added to the balance. BANA lacks knowledge and information sufficient to admit or
9 deny the allegations in Paragraph 247, and therefore denies them.

10 248. BANA lacks knowledge and information sufficient to admit or deny the
11 allegations in Paragraph 248 regarding unspecified calls to BANA, and therefore
12 denies them. BANA denies that BANA closed Zoelle's alleged unauthorized
13 transaction claim "months later." BANA lacks knowledge and information sufficient
14 to admit or deny the remaining allegations in Paragraphs 248, and therefore denies
15 them.

16 249. BANA admits that it credited Zoelle's EDD Prepaid Debit Card
17 Account with \$1,052.60 on January 20, 2021, but denies that it did not provide
18 interest on this credit. The remaining allegations in Paragraph 249 state legal
19 conclusions to which no response is required. To the extent a response is required,
20 BANA denies them.

21 **17. Cindy Baker**

22 250. BANA admits that two ATM withdrawals of \$1,000 each took place on
23 Baker's EDD Prepaid Debit Card Account on February 9 and February 10, 2021
24 respectively, but denies that these transactions on her EDD Prepaid Debit Card
25 Account in February 2021 were unauthorized. BANA admits that Baker contacted
26 BANA to file an alleged unauthorized transaction claim on February 10, 2021.
27 BANA denies that BANA froze her EDD Prepaid Debit Card Account on February
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1 10, 2021, but avers that BANA froze her EDD Prepaid Debit Card Account from
2 February 11, 2021 until March 18, 2021. BANA states that the Cardholder
3 Agreement speaks for itself, and denies any allegations inconsistent with its contents.

4 251. BANA lacks knowledge and information sufficient to admit or deny the
5 allegations in Paragraph 251 regarding unspecified calls to BANA, and therefore
6 denies them. BANA lacks knowledge and information sufficient to admit or deny
7 the remaining allegations in Paragraph 251, and therefore denies them.

8 252. BANA admits that it initially denied Baker's alleged unauthorized
9 transaction claim. The remaining allegations in Paragraph 252 state legal
10 conclusions to which no response is required. To the extent a response is required,
11 BANA denies them.

12 253. BANA admits that Baker filed a putative class action lawsuit against
13 BANA. BANA admits that it credited Baker's EDD Prepaid Debit Card Account
14 with \$2,000 on June 2, 2021. BANA lacks knowledge and information sufficient to
15 admit or deny the remaining allegations in Paragraph 253, and therefore denies them.

16 **18. Ursula Auburn**

17 254. BANA admits that six transactions for purchases at a Walgreens in New
18 York took place on Auburn's EDD Prepaid Debit Card Account on July 31, 2020 for
19 \$507.03, \$511.38, \$455.95, \$505.95, \$505.95, and \$505.95 respectively, but denies
20 that these transactions on her EDD Prepaid Debit Card Account in July 2020 were
21 unauthorized. BANA admits that Auburn contacted BANA to file an alleged
22 unauthorized transaction claim on July 31, 2020. BANA lacks knowledge and
23 information sufficient to admit or deny the remaining allegations in Paragraph 254,
24 and therefore denies them.

25 255. BANA admits that it temporarily credited Auburn's EDD Prepaid Debit
26 Card Account for the amount of each of the allegedly unauthorized transactions
27 referenced in Paragraph 254 on August 13, 2020. BANA admits that it debited those

1 temporary credits from Auburn's account on October 9, 2020, that, subsequently,
2 Auburn's EDD Prepaid Debit Card Account had a negative balance, and that
3 subsequent EDD benefits were applied to her EDD Prepaid Debit Card Account and
4 added to the balance. BANA lacks knowledge and information sufficient to admit or
5 deny the remaining allegations in Paragraphs 255, and therefore denies them.

6 256. The allegations in Paragraph 256 regarding BANA's investigation of
7 Auburn's alleged unauthorized transaction claim state legal conclusions to which no
8 response is required. To the extent a response is required, BANA denies them.
9 BANA lacks knowledge and information sufficient to admit or deny the remaining
10 allegations in Paragraph 256, and therefore denies them.

11 257. BANA admits that, on October 27, 2020, it credited Auburn's EDD
12 Prepaid Debit Card Account for the amount of each of the allegedly unauthorized
13 transactions. BANA admits that a reporter from ABC contacted BANA regarding
14 Auburn. BANA lacks knowledge and information sufficient to admit or deny the
15 remaining allegations in Paragraph 257, and therefore denies them.

16 **[Removed]**

17 258. [Removed]

18 259. [Removed]

19 260. [Removed]

20 **19. Kuang Ting Chong**

21 261. BANA admits that a transaction for \$1,000 took place on Chong's EDD
22 Prepaid Debit Card Account on July 20, 2020, but denies that this transaction on his
23 EDD Prepaid Debit Card Account in July 2020 was unauthorized. BANA admits
24 that Chong contacted BANA to file an alleged unauthorized transaction claim on July
25 20, 2020. BANA lacks knowledge and information sufficient to admit or deny the
26 remaining allegations in Paragraph 261, and therefore denies them.

1 262. BANA lacks knowledge and information sufficient to admit or deny the
2 allegations in Paragraph 262, and therefore denies them.

3 263. BANA admits that it temporarily credited Chong's EDD Prepaid Debit
4 Card Account with \$1,000 on July 31, 2020, and that BANA sent him a letter dated
5 September 2, 2020. BANA states that the letter speaks for itself, and denies any
6 allegations inconsistent with its contents.

7 264. BANA admits that it sent Chong a letter dated October 2, 2020. BANA
8 further states that the letter speaks for itself, and denies any allegations inconsistent
9 with its contents. BANA admits that it debited Chong's EDD Prepaid Debit Card
10 Account for \$1,000 on October 4, 2020, and that, subsequently, Chong's EDD
11 Prepaid Debit Card Account had a negative balance. BANA admits that subsequent
12 EDD benefits were applied to his EDD Prepaid Debit Card Account and added to the
13 balance. BANA lacks knowledge and information sufficient to admit or deny the
14 allegations in Paragraph 264, and therefore denies them.

15 265. BANA denies that Chong's EDD Prepaid Debit Card Account had
16 transactions with a description that included the "State of CA EDD Unemployment."
17 The remaining allegations in Paragraph 265 regarding this transaction description
18 state legal conclusions to which no response is required. To the extent a response is
19 required, BANA denies them.

20 266. BANA lacks knowledge and information sufficient to admit or deny the
21 allegations in Paragraph 266 regarding unspecified contacts to BANA, and therefore
22 denies them. BANA denies that Chong contacted BANA on October 15, 2020, but
23 avers that Chong contacted BANA on October 14, 2020. BANA denies that, on the
24 October 14, 2020 call, the BANA prepaid debit card call center representative told
25 Chong his issue would be resolved "in the order it was received," but avers that, on
26 the October 14, 2020 call, the BANA prepaid debit card call center representative
27 told Chong that BANA was working on "escalations in the same order that they're
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1 being received.” BANA lacks knowledge and information sufficient to admit or deny
2 the allegations in Paragraph 266, and therefore denies them.

3 267. BANA admits that Chong filed a putative class action lawsuit against
4 BANA in November 2020. BANA admits that it credited Chong’s EDD Prepaid
5 Debit Card Account for \$1,000 in December 2020. BANA lacks knowledge and
6 information sufficient to admit or deny the remaining allegations in Paragraph 267,
7 and therefore denies them.

8 **20. Stephanie Moore**

9 268. BANA admits that transactions for an ATM withdrawal of \$1,000 and
10 a purchase of \$482 at a Target retail store took place on Moore’s EDD Prepaid Debit
11 Card Account on July 18, 2020, but denies that these transactions on her EDD Prepaid
12 Debit Card Account in July 2020 were unauthorized. BANA lacks knowledge and
13 information sufficient to admit or deny the remaining allegations in Paragraph 268,
14 and therefore denies them.

15 269. BANA admits that Moore contacted BANA to file an alleged
16 unauthorized transaction claim on July 18, 2020. BANA admits that it temporarily
17 credited Moore’s EDD Prepaid Debit Card Account with \$1,482.13 on July 30, 2020.
18 BANA denies that, on or about August 7 or 8, 2020, BANA informed Moore in
19 writing that it had made the \$1,482 credit permanent. BANA further states that the
20 letter speaks for itself, and denies any allegations inconsistent with its contents.
21 BANA lacks knowledge and information sufficient to admit or deny the remaining
22 allegations in Paragraph 269, and therefore denies them.

23 270. BANA denies that it froze Moore’s EDD Prepaid Debit Card Account
24 on September 30, 2020, but avers that it froze Moore’s EDD Prepaid Debit Card
25 Account on September 28, 2020. BANA denies that it did not provide Moore notice
26 of the alleged freeze. BANA denies that there was an unsuccessful attempt to log
27 into Moore’s EDD Prepaid Debit Card Account online on September 30, 2020, but
28

1 avers that there was an unsuccessful attempt to log into Moore's EDD Prepaid Debit
2 Card Account online on September 29, 2020. BANA lacks knowledge and
3 information sufficient to admit or deny the remaining allegations in Paragraph 270,
4 and therefore denies them.

5 271. BANA denies that it credited Moore's EDD Prepaid Debit Card
6 Account in August 2020. BANA admits that it sent Moore a letter dated October 2,
7 2020. BANA further states that the letter speaks for itself, and denies any allegations
8 inconsistent with its contents. BANA admits that it debited Moore's Account by
9 \$1,482.13 on October 4, 2020, and that her EDD Prepaid Debit Card Account
10 subsequently had a negative balance. BANA lacks knowledge and information
11 sufficient to admit or deny the remaining allegations in Paragraph 271, and therefore
12 denies them.

13 272. BANA denies that Moore's EDD Prepaid Debit Card Account had
14 transactions with a description that included the "State of CA EDD Unemployment."
15 BANA states that the allegations in Paragraph 272 regarding this transaction
16 description state legal conclusions to which no response is required. To the extent a
17 response is required, BANA denies them. BANA admits that Moore contacted
18 BANA to inquire about her EDD Prepaid Debit Card Account on October 12, 2020.
19 BANA lacks knowledge and information sufficient to admit or deny the remaining
20 allegations in Paragraph 272, and therefore denies them.

21 273. BANA admits that Moore filed a putative class action lawsuit against
22 BANA in November 2020. BANA admits that it credited Moore's EDD Prepaid
23 Debit Card Account with \$1,482 in December 2020. BANA lacks knowledge and
24 information sufficient to admit or deny the remaining allegations in Paragraph 273,
25 and therefore denies them.

21. Zinaida Petrova

274. BANA admits that there was an online log in to Petrova's EDD Prepaid Debit Card Account on May 30, 2021. BANA admits that electronic funds transfers of \$5,000 and \$4,500 took place on Petrova's Account on May 16, 2021 and May 23, 2021 respectively, but denies that these transactions on Petrova's EDD Prepaid Debit Card Account in May 2021 were unauthorized. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 274, and therefore denies them.

275. BANA admits that Petrova contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account on May 31, 2021. BANA admits that, on the May 31, 2021 call, a BANA prepaid debit card call center representative helped Petrova file an alleged unauthorized transaction claim and told Petrova that BANA would contact her regarding the findings of its investigation. BANA admits that Petrova contacted BANA to inquire about her alleged unauthorized transaction claim on June 10, 14, 15, and 17, 2021. BANA denies that Petrova called BANA to inquire about her alleged unauthorized transaction claim on June 24, July 6, or July 7, 2021. BANA admits that, in response to her claim status inquiry, BANA prepaid debit card call center representatives informed Petrova that her alleged unauthorized transaction claim was still pending, but denies that BANA prepaid debit card call center representatives informed Petrova that they could not locate her claim. BANA admits that it has not credited Petrova's EDD Prepaid Debit Card Account for the allegedly unauthorized transactions referenced in Paragraph 274, but denies that it has not credited Petrova's EDD Prepaid Debit Card Account for "any amount." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 275, and therefore denies them.

1 276. BANA denies it sent Petrova a letter dated July 6, 2021. BANA lacks
2 knowledge and information sufficient to admit or deny the remaining allegations in
3 Paragraph 276, and therefore denies them.

4 277. The allegations in Paragraph 277 state legal conclusions to which no
5 response is required. To the extent a response is required, BANA denies them.

6 278. BANA admits that it has not credited Petrova's EDD Prepaid Debit Card
7 Account for the allegedly unauthorized transactions referenced in Paragraph 274, but
8 denies that these transactions on Petrova's EDD Prepaid Debit Card Account in May
9 2021 were unauthorized.

10 **[Removed]**

11 279. [Removed]

12 280. [Removed]

13 281. [Removed]

14 282. [Removed]

15 283. [Removed]

16 284. [Removed]

17 285. Paragraph 285 contains legal conclusions to which no response is
18 required. To the extent a response is required, BANA denies them. BANA lacks
19 knowledge and information sufficient to admit or deny the remaining allegations in
20 Paragraph 285 which concern unnamed class representatives and putative class
21 members, and therefore denies them.

22 **H. Individual Plaintiffs' Allegations**

23 286. BANA denies that Abarr began receiving EDD unemployment benefits
24 through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that
25 transactions totaling approximately \$8,000 took place on Abarr's EDD Prepaid Debit
26 Card Account in June 2020. BANA denies that Abarr contacted BANA to report
27 alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account

1 in June 2020, and therefore denies the allegations about what a BANA prepaid debit
2 card call center representative told him in response. BANA denies that Abarr's EDD
3 Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD
4 Prepaid Debit Card Account was ever unfrozen. The allegations regarding the
5 legality of the alleged freeze on Abarr's EDD Prepaid Debit Account state legal
6 conclusions to which no response is required. To the extent a response is required,
7 BANA denies them. BANA denies that it has not credited Abarr's EDD Prepaid
8 Debit Card Account since May 2020. BANA lacks knowledge and information
9 sufficient to admit or deny the remaining allegations in Paragraph 286, and therefore
10 denies them.

11 287. [Removed]

12 288. [Removed]

13 289. BANA avers that it has been unable to independently identify an
14 individual by the name of "Michael Adams" to whom EDD distributed
15 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in its
16 records, and that BANA has requested but counsel for Adams has failed to provide
17 information sufficient to allow BANA to identify Adams. BANA thus lacks
18 knowledge and information sufficient to admit or deny the allegations in Paragraph
19 289, and therefore denies them.

20 290. BANA denies that Aguirre began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in December 2019.
22 BANA denies that transactions totaling approximately \$806 took place on Aguirre's
23 EDD Prepaid Debit Card Account in May 2020. BANA denies that Aguirre
24 contacted BANA to report alleged fraud or unauthorized transactions on his EDD
25 Prepaid Debit Card Account in May 2020, and therefore denies the allegations about
26 what a BANA prepaid debit card call center representative told him in response.
27 BANA denies that Aguirre's EDD Prepaid Debit Card Account was frozen in May
28

1 2020, and that Aguirre’s EDD Prepaid Debit Card Account “remained frozen . . . for
2 an entire year.” BANA admits that it credited Aguirre’s EDD Prepaid Debit Card
3 Account for \$403 on May 27, 2021. BANA lacks knowledge and information
4 sufficient to admit or deny the remaining allegations in Paragraph 290, and therefore
5 denies them.

6 291. BANA admits that Allison began receiving EDD unemployment
7 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
8 denies that Allison’s EDD Prepaid Debit Card Account was frozen, and therefore
9 also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies
10 that Allison contacted BANA to report a problem with his EDD Prepaid Debit Card
11 Account in January 2021, and therefore denies the allegations about what a BANA
12 prepaid debit card call center representative told him in response. BANA admits that
13 it has not credited Allison’s EDD Prepaid Debit Card Account for an alleged
14 unauthorized transaction claim or related fees as such a claim was never made, but
15 denies that Allison’s EDD Prepaid Debit Card Account has not received credits or
16 deposits since January 2021. BANA lacks knowledge and information sufficient to
17 admit or deny the remaining allegations in Paragraph 291, and therefore denies them.

18 292. BANA denies that K. Alvarez began receiving EDD unemployment
19 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
20 admits that transactions totaling at least \$10,000 took place on K. Alvarez’s EDD
21 Prepaid Debit Card Account between July and November 2020, but denies that these
22 transactions on K. Alvarez’s EDD Prepaid Debit Card Account between July and
23 November 2020 were unauthorized. BANA denies that K. Alvarez contacted BANA
24 or reported alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card
25 Account in November 2020, and therefore denies the allegations about what a BANA
26 prepaid debit card call center representative told him in response. BANA denies that
27 K. Alvarez filed four alleged unauthorized transaction claims with BANA in
28

1 November 2020. BANA denies that K. Alvarez called BANA “close to 500 times”
2 to report alleged unauthorized transactions on his EDD Prepaid Debit Card Account
3 since September 2020. BANA denies that it has not credited K. Alvarez’s EDD
4 Prepaid Debit Card Account for alleged unauthorized transactions since July 2020.
5 BANA lacks knowledge and information sufficient to admit or deny the remaining
6 allegations in Paragraph 292, and therefore denies them.

7 293. [Removed]

8 294. BANA admits that R. Alvarez received EDD unemployment benefits
9 through a BANA-issued EDD Prepaid Debit Card. BANA admits that a transaction
10 for \$8.75 took place on R. Alvarez’s EDD Prepaid Debit Card Account on June 13,
11 2020. BANA admits that R. Alvarez contacted BANA to inquire about the status of
12 her EDD Prepaid Debit Card Account on June 15, 2020. BANA admits that, on the
13 June 15, 2020 call, R. Alvarez informed a BANA prepaid debit card call center
14 representative that she believed a \$160 ATM withdrawal which took place on her
15 EDD Prepaid Debit Card Account was allegedly unauthorized. BANA admits that a
16 transaction for an ATM withdrawal of \$160 took place on R. Alvarez’s EDD Prepaid
17 Debit Card Account on June 13, 2020 in Corona, California, but denies that this
18 transaction on R. Alvarez’s EDD Prepaid Debit Card Account in June 2020 was
19 unauthorized. BANA admits that R. Alvarez contacted BANA again on June 15,
20 2020 and told a BANA prepaid debit card call representative that she had reviewed
21 her statements and identified additional allegedly unauthorized ATM withdrawals.
22 BANA admits that, on that date, a BANA prepaid debit card call center representative
23 told R. Alvarez that she should contact the prepaid debit card claims department, and
24 that another BANA representative in the prepaid debit card claims department helped
25 R. Alvarez file an alleged unauthorized transaction claim regarding several ATM
26 withdrawals, including the \$160 ATM withdrawal on June 13, 2020. BANA denies
27 that, on the June 15, 2020 call, a BANA prepaid debit card claims department
28

1 representative provided R. Alvarez with alleged unauthorized transaction claim
2 number #200615300845, but avers that, on the later June 15, 2020 call, a BANA
3 prepaid debit card call center representative provided R. Alvarez with alleged
4 unauthorized transaction claim number #200615300848. BANA admits that R.
5 Alvarez contacted BANA the week of July 6, 2020 to get an update on the status of
6 her alleged unauthorized transaction claim. BANA denies that, when R. Alvarez
7 contacted BANA on the week of July 6, 2020, a BANA prepaid debit card call center
8 representative informed R. Alvarez that BANA “had not done an investigation”
9 because R. Alvarez had not returned to BANA a form that BANA had sent her.
10 BANA denies that, when R. Alvarez contacted BANA on the week of July 6, 2020,
11 a BANA representative informed R. Alvarez that they were unable to resend R.
12 Alvarez a form needed to complete the investigation of her alleged unauthorized
13 transaction claim. The allegations in Paragraph 294 regarding BANA’s actions and
14 omissions state legal conclusions to which no response is required. To the extent a
15 response is required, BANA denies them. BANA lacks knowledge and information
16 sufficient to admit or deny the remaining allegations in Paragraph 294, and therefore
17 denies them.

18 295. [Removed]

19 296. [Removed]

20 297. BANA denies that Andrade began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
22 admits that transactions took place on Andrade’s EDD Prepaid Debit Card Account
23 in August 2020, but denies that these transactions on her EDD Prepaid Debit Card
24 Account in August 2020 were unauthorized. BANA denies that Andrade contacted
25 BANA to report alleged errors or unauthorized transactions on her EDD Prepaid
26 Debit Card Account in August 2020, and therefore denies the allegations about what
27 a BANA prepaid debit card call center representative told her in response. BANA
28

1 denies that it has not credited Andrade's EDD Prepaid Debit Card Account for
2 alleged errors or unauthorized transactions. BANA denies that it did not provide
3 Andrade with additional information regarding alleged errors or unauthorized
4 transactions or the results of any investigation of alleged errors or unauthorized
5 transaction claims on her EDD Prepaid Debit Card Account. BANA admits that
6 Andrade's EDD Prepaid Debit Card Account was frozen in September 2020, but
7 avers that it was only frozen on September 28, 2020 and was unfrozen on October 4,
8 2020. BANA admits that Andrade had approximately \$19,000 in funds on her EDD
9 Prepaid Debit Card Account in September 2020. BANA denies that Andrade
10 regained access to her EDD Prepaid Debit Card Account at the end of September
11 2020, but avers that Andrade's EDD Prepaid Debit Card Account was unfrozen on
12 October 4, 2020. BANA denies that Andrade's EDD Prepaid Debit Card Account
13 had a negative balance of \$19,000 in September 2020. BANA admits that Andrade
14 contacted BANA in September 2020, but denies that Andrade, starting in September
15 2020, contacted BANA "on a daily basis" to report a negative EDD Prepaid Debit
16 Card Account balance of \$19,000. BANA denies that BANA failed to temporarily
17 or permanently credit Andrade's EDD Prepaid Debit Card Account for "the missing
18 \$19,000" or that it attempted to hold her responsible for "the alleged overdraft of
19 \$19,000." BANA lacks knowledge and information sufficient to admit or deny the
20 remaining allegations in Paragraph 297, and therefore denies them.

21 298. BANA denies that De Los Angeles began receiving EDD
22 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March
23 2020. BANA denies that two transactions for \$783 and \$83 took place on De Los
24 Angeles's EDD Prepaid Debit Card Account in April 2021. BANA denies that De
25 Los Angeles contacted BANA to report alleged unauthorized transactions on his
26 EDD Prepaid Debit Card Account on May 7, 2021, but avers that De Los Angeles
27 contacted BANA on other days in May 2021 to report two alleged unauthorized
28

1 transactions for \$787 and \$83, respectively, that took place on De Los Angeles's
2 EDD Prepaid Debit Card Account in May 2021. BANA denies that the transactions
3 referenced in Paragraph 298 were unauthorized. BANA admits that, on each of these
4 calls, a BANA representative identified De Los Angeles as the caller, and accessed
5 and reviewed certain information relating to De Los Angeles's EDD Prepaid Debit
6 Card Account. BANA denies that it has not credited De Los Angeles's EDD Prepaid
7 Debit Card Account for the transactions alleged in Paragraph 298. The allegations
8 in Paragraph 298 regarding BANA's investigation of De Los Angeles's alleged
9 unauthorized transaction claim and obligations under relevant law state legal
10 conclusions to which no response is required. To the extent a response is required,
11 BANA denies them. BANA lacks knowledge and information sufficient to admit or
12 deny the remaining allegations in Paragraph 298, and therefore denies them.

13 299. [Removed]

14 300. BANA admits that Arnoldstarr began receiving EDD unemployment
15 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
16 denies that five transactions totaling \$5,000 took place on Arndolstarr's EDD Prepaid
17 Debit Card Account in December 2020, but avers that five transactions totaling
18 \$4,700 took place on Arnoldstarr's EDD Prepaid Debit Card Account in December
19 2020. BANA denies that those five transactions on his EDD Prepaid Debit Card
20 Account in December 2020 were unauthorized. BANA admits that Arnoldstarr
21 contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid
22 Debit Card Account in December 2020, but denies that he was "often" put on hold
23 for one to three hours waiting for a representative, and denies that he was "often"
24 disconnected once a supervisor answered the line. BANA admits that during a
25 December 2020 phone call with Arnoldstarr a BANA prepaid debit card call center
26 representative identified Arnoldstarr, his EDD Prepaid Debit Card Account, and the
27 alleged unauthorized transactions totaling \$4,700, and that Arnoldstarr requested that

1 BANA research and investigate the alleged unauthorized transactions and report its
2 findings, but denies that those transactions were unauthorized. BANA denies that
3 Arnoldstarr never received a temporary or permanent credit for his alleged
4 unauthorized transaction claim. BANA denies that instead of crediting Arnoldstarr's
5 EDD Prepaid Debit Card Account or providing him the results of the investigation,
6 that BANA's only response to Arnoldstarr was telling him to call EDD for any type
7 of relief. BANA admits that Arnoldstarr's EDD Prepaid Debit Card Account was
8 frozen in December 2020. BANA admits that Arnoldstarr called BANA on the same
9 day that his EDD Prepaid Debit Card Account was frozen to request that BANA
10 provide the information it was relying upon to freeze his EDD Prepaid Debit Card
11 Account. BANA denies that it did not provide Arnoldstarr with information
12 concerning the freeze of his EDD Prepaid Debit Card Account. The allegations in
13 Paragraph 300 regarding BANA's investigation of Arnoldstarr's unauthorized
14 transaction claim and obligations under relevant law state legal conclusions to which
15 no response is required. To the extent a response is required, BANA denies them.
16 BANA lacks knowledge and information sufficient to admit or deny the remaining
17 allegations in Paragraph 300, and therefore denies them.

18 301. [Removed]

19 302. [Removed]

20 303. BANA denies that BANA did not send Back an EDD Prepaid Debit
21 Card until March 2021. BANA admits that Back's EDD Prepaid Debit Card Account
22 was blocked on March 26, 2021, and avers that it was also unblocked on March 26,
23 2021, and then blocked again on March 27, 2021 until April 1, 2021, when it was
24 unblocked again. BANA admits that Back contacted BANA between March 26 and
25 April 1, 2021 regarding the status of her EDD Prepaid Debit Card Account. BANA
26 denies that BANA would not answer the telephone when Back attempted to contact
27 BANA to inquire about the status of her EDD Prepaid Debit Card Account, and avers
28

1 that Back spoke with a BANA representative on a daily basis between March 26 and
2 April 1, 2021. BANA admits that, during these conversations with Back between
3 March 26 and April 1, 2021, a BANA prepaid debit card call center representative
4 suggested that Back contact EDD regarding alleged attempts to order new EDD
5 Prepaid Debit Cards using her personal information, but denies that the BANA
6 prepaid debit card call center representative informed Back that she needed to contact
7 EDD to regain access to her EDD Prepaid Debit Card Account. BANA denies Back
8 contacted BANA in May 2021 and denies that Back ever filed an unauthorized
9 transaction or error claim with BANA concerning any alleged fraudulent activity on
10 her EDD Prepaid Debit Card Account. BANA denies that Back's account was
11 blocked or that there was a freeze or block on Back's EDD Prepaid Debit Card
12 Account until May 2021, and therefore denies that an EDD Prepaid Debit Card
13 Account block or freeze prevented Back from accessing her EDD Prepaid Debit Card
14 Account until May 2021. BANA denies that transactions totaling \$17,000 took place
15 on Back's EDD Prepaid Debit Card Account in the 60 days prior to May 2021.
16 BANA denies that Back contacted BANA to report alleged unauthorized transactions
17 on her EDD Prepaid Debit Card Account in May 2021, and therefore admits that it
18 did not temporarily or permanently credit Back's EDD Prepaid Debit Card Account
19 for allegedly unauthorized transactions occurring in the 60 days prior to May 2021.
20 BANA lacks knowledge and information sufficient to admit or deny the remaining
21 allegations in Paragraph 303, and therefore denies them.

22 304. BANA denies that Barnette began receiving EDD unemployment
23 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
24 denies that ATM withdrawals totaling \$8,000 took place on Barnette's EDD Prepaid
25 Debit Card Account in June 2020. BANA denies that Barnette contacted BANA to
26 report alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card
27 Account in September 2020, and therefore denies the allegations about what a BANA
28

1 prepaid debit card call center representative told him in response. BANA denies that
2 Barnette's EDD Prepaid Debit Card Account was frozen in September 2020. BANA
3 denies that it unfroze Barnette's EDD Prepaid Debit Card Account in May 2021.
4 BANA denies that it credited Barnette's EDD Prepaid Debit Card Account for \$6,200
5 of alleged unauthorized transactions in February 2021, but avers that it has credited
6 Barnette's account for more than \$8,000 related to alleged unauthorized transaction
7 claims on his EDD Prepaid Debit Card Account. BANA lacks knowledge and
8 information sufficient to admit or deny the remaining allegations in Paragraph 304,
9 and therefore denies them.

10 305. [Removed]

11 306. [Removed]

12 307. [Removed]

13 308. [Removed]

14 309. [Removed]

15 310. [Removed]

16 311. BANA denies that Brady began receiving EDD unemployment benefits
17 through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that
18 ATM withdrawals totaling \$2,000 took place on Brady's EDD Prepaid Debit Card
19 Account in June 2020, but denies that these transactions on his EDD Prepaid Debit
20 Card Account in June 2020 were unauthorized. BANA denies that Brady contacted
21 BANA to report alleged fraud or unauthorized transactions on his EDD Prepaid Debit
22 Card Account in June 2020, and therefore denies the allegations about what a BANA
23 prepaid debit card call center representative told him in response. BANA denies that
24 Brady's EDD Prepaid Debit Card Account was frozen in October 2020, but avers
25 that Brady's EDD Prepaid Debit Card Account was frozen on September 28, 2020.
26 BANA admits that Brady's EDD Prepaid Debit Card Account was unfrozen on
27 October 4, 2020. BANA denies that Brady's EDD Prepaid Debit Card Account was

1 frozen again in December 2020, and therefore denies that Brady's EDD Prepaid
2 Debit Card Account was unfrozen again in January 2021 because it was not frozen
3 at that time. BANA admits that it temporarily credited Brady's EDD Prepaid Debit
4 Card Account for \$2,000 in July 2020. BANA admits that it debited Brady's EDD
5 Prepaid Debit Card Account by \$2,000 on October 4, 2020, and that, subsequently,
6 Brady's EDD Prepaid Debit Card Account had a negative balance. BANA denies
7 that it has not credited Brady for alleged unauthorized transactions on his EDD
8 Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to
9 admit or deny the remaining allegations in Paragraph 311, and therefore denies them.

10 312. BANA admits that Brooks began receiving EDD unemployment
11 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020 and that there
12 were multiple deposits for unemployment benefits on his EDD Prepaid Debit Card
13 Account in June and July of 2020, but denies that unemployment benefits were
14 deposited to his EDD Prepaid Debit Card Account approximately in the amount of
15 \$767 weekly. BANA denies that Brooks contacted BANA to report not receiving his
16 weekly electronic transfer of his EDD unemployment benefits or errors concerning
17 his EDD Prepaid Debit Card Account in July 2020, and therefore denies the
18 allegations about what a BANA prepaid debit card call center representative told him
19 in response. The allegations in Paragraph 312 regarding BANA's investigation of
20 Brooks's EDD Prepaid Debit Card Account status and obligations under relevant law
21 state legal conclusions to which no response is required. To the extent a response is
22 required, BANA denies them. BANA denies that BANA began sending Brooks
23 renewed EDD unemployment benefits through the use of electronic transactions
24 beginning in August of 2020 through January 2021, but avers that Brooks received
25 EDD unemployment benefits through his EDD Prepaid Debit Card between June
26 2020 and September 2021. BANA denies that Brooks contacted BANA to report
27 alleged errors on his EDD Prepaid Debit Card Account in June or July 2020, denies
28

1 the allegations about what a BANA prepaid debit card call center representative told
2 him in response, and therefore admits that it did not provide a temporary or
3 permanent credit to Brooks for the alleged reported error to his EDD Prepaid Debit
4 Card Account in the June 2020 through July 2020 time period. BANA admits that
5 Brooks contacted BANA to inquire about the status of his EDD Prepaid Debit Card
6 Account in January 2021. BANA lacks knowledge and information sufficient to
7 admit or deny the remaining allegations in Paragraph 312, and therefore denies them.

8 313. BANA admits that it issued Brotman an EDD Prepaid Debit Card with
9 a magnetic stripe in accordance with the terms of BANA's contract with EDD to
10 access his EDD unemployment benefits. BANA admits that an ATM withdrawal
11 totaling \$990.50 took place on Brotman's EDD Prepaid Debit Card Account on
12 October 22, 2020, but denies that the October 22, 2020 transaction on his EDD
13 Prepaid Debit Card Account was unauthorized. BANA denies that a transaction at
14 an ARCO gas station in San Diego, California took place on Brotman's EDD Prepaid
15 Debit Card Account. BANA admits that Brotman contacted BANA to report alleged
16 unauthorized transactions on his EDD Prepaid Debit Card Account on October 27,
17 2020, and admits that a BANA representative verified Brotman's identity. BANA
18 admits that that balance on Brotman's EDD Prepaid Debit Card Account was \$170.81
19 after the \$990.50 ATM withdrawal took place on his EDD Prepaid Debit Card
20 Account on October 22, 2020. BANA denies that BANA never credited Brotman's
21 EDD Prepaid Debit Card Account for the \$990.50 ATM transaction, but admits that
22 Brotman's EDD Prepaid Debit Card Account was not credited for a transaction at an
23 ARCO gas station in San Diego, California because BANA's records reflect that no
24 such transaction occurred on Brotman's EDD Prepaid Debit Card Account. BANA
25 denies that it failed to provide any additional notification, in writing or otherwise, as
26 to how BANA reached its conclusion after conducting a reasonable investigation or
27 what documents BANA relied on. BANA admits that BANA sent Brotman a letter

1 on October 28, 2020. BANA states the letter speaks for itself and denies any
2 allegations inconsistent with its contents. BANA denies that Brotman contacted
3 BANA daily beginning in October 2020, but BANA admits that Brotman contacted
4 BANA multiple times a month between October 2020 and March 2021. BANA lacks
5 information and knowledge sufficient to admit or deny allegations related to
6 unspecified phone calls, and therefore denies them. BANA admits that during a
7 November 2020 call, a BANA prepaid debit card call center representative told
8 Brotman that he would need to call BANA back during normal operating hours for
9 the prepaid debit card claims department in order to speak to a BANA representative
10 in that department. BANA admits that Brotman's EDD Prepaid Debit Card Account
11 was frozen on December 17, 2020, but denies that he contacted BANA on December
12 17, 2020, and denies that BANA never provided Brotman with a notice regarding the
13 freeze or other additional information as to why a freeze or block was placed on his
14 EDD Prepaid Debit Card Account. BANA admits that Brotman contacted BANA in
15 January 2021, but denies that an prepaid debit card call center representative told him
16 the status of his alleged unauthorized transaction claim had "shifted from 'closed' to
17 'pending maintenance.'" BANA denies that BANA sent Brotman a letter on
18 February 1, 2021. BANA admits that BANA mailed Brotman a letter dated February
19 3, 2021. BANA states that the letter speaks for itself and denies any allegations
20 inconsistent with its contents. BANA admits it did not provide Brotman with a
21 temporary credit for the transactions referenced in Paragraph 313, but denies that it
22 did not credit Brotman's EDD Prepaid Debit Card Account for the \$990.50
23 transaction or the international transaction fee, and denies that it did not credit
24 Brotman for interest on his alleged unauthorized transaction claim. BANA denies
25 that BANA's customer service department never offered Brotman "any meaningful
26 response or assistance" and denies that it "stymied his efforts at every turn." The
27 allegations in Paragraph 313 regarding BANA's investigation of Brotman's alleged

1 unauthorized transaction claim, obligations under relevant law, and whether Brotman
2 “upheld his end of the Cardholder Agreement and the requirements of EFTA” state
3 legal conclusions to which no response is required. To the extent a response is
4 required, BANA denies them. BANA lacks knowledge and information sufficient to
5 admit or deny the remaining allegations in Paragraph 313, and therefore denies them.

6 314. [Removed]

7 315. [Removed]

8 316. BANA denies that Burrow began receiving EDD unemployment
9 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
10 denies that Burrow’s EDD Prepaid Debit Card Account was frozen between
11 December 2020 and March 2021. The allegations regarding the legality of the
12 alleged freeze on Burrow’s EDD Prepaid Debit Account state legal conclusions to
13 which no response is required. To the extent a response is required, BANA denies
14 them. BANA admits that transactions totaling approximately \$200 took place on
15 Burrow’s EDD Prepaid Debit Card Account in March 2021, but denies that these
16 transactions on his EDD Prepaid Debit Card Account in March 2021 were
17 unauthorized. BANA denies that Burrow contacted BANA or reported fraud or
18 unauthorized transactions to BANA via phone in March 2021, and therefore denies
19 the allegations about what a BANA prepaid debit card call center representative told
20 him in response. BANA denies that Burrow’s EDD Prepaid Debit Card Account was
21 frozen between March 2021 and April 2021. BANA denies that BANA credited
22 Burrow’s EDD Prepaid Debit Card Account for approximately \$200 in March 2021
23 and reversed it one week later, and denies that the \$200 was “fraudulently stolen
24 money.” BANA lacks knowledge and information sufficient to admit or deny the
25 remaining allegations in Paragraph 316, and therefore denies them.

26 317. BANA admits that Bynum began receiving EDD unemployment
27 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
28

1 admits that transactions totaling at least \$3,904 took place on Bynum's EDD Prepaid
2 Debit Card Account within 60 days prior to August 2020, but denies that those
3 transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA
4 admits that Bynum contacted BANA to report multiple allegedly unauthorized
5 transactions on his EDD Prepaid Debit Card Account in August 2020. BANA admits
6 that during this call, Bynum identified himself to a BANA prepaid debit card call
7 center representative and the representative acknowledged his identity, identified his
8 EDD Prepaid Debit Card Account, and identified the specific transactions that
9 Bynum alleged were unauthorized, but denies that the BANA representative made
10 any determination or agreement as to whether those transactions were unauthorized.
11 BANA denies that it credited Bynum \$3,900.00 approximately ten days from his
12 original report of the alleged unauthorized EDD Prepaid Debit Card Account
13 transactions, but avers that it credited Bynum \$3,705.70 three days after he originally
14 reported the allegedly unauthorized transactions. BANA denies that a transaction of
15 \$7,000 ever occurred on Bynum's Account, and specifically denies that a transaction
16 of \$7,000 occurred within 60 days of October 4, 2020. BANA denies that Bynum
17 had a negative Account balance of \$2,000 on October 4, 2020. BANA admits that
18 Bynum contacted BANA regarding his EDD Prepaid Debit Card Account on October
19 4, 2020, but denies that Bynum contacted BANA regarding alleged errors or an
20 allegedly unauthorized transaction or for additional information concerning his EDD
21 Prepaid Debit Card Account on October 4, 2020, and therefore denies that BANA
22 refused to provide him with any additional information regarding the alleged errors
23 or allegedly unauthorized transaction and likewise denies BANA "would not"
24 temporarily or permanently credit him for the allegedly unauthorized transaction.
25 BANA lacks knowledge and information sufficient to admit or deny the remaining
26 allegations in Paragraph 317, and therefore denies them.

27 318. [Removed]

1 319. [Removed]

2 320. BANA denies that Camberos began receiving EDD unemployment
3 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
4 admits that Camberos contacted BANA to report alleged fraud or allegedly
5 unauthorized transactions on her EDD Prepaid Debit Card Account in February 2021.
6 BANA denies that, on the February 15, 2021 call, a BANA representative informed
7 Camberos to call BANA back in a few weeks to resolve her issue. BANA admits
8 that Camberos's EDD Prepaid Debit Card Account was frozen in February 2021.
9 BANA denies that Camberos's EDD Prepaid Debit Card Account had a balance of
10 \$32 when her EDD Prepaid Debit Card Account was frozen. BANA denies that
11 Camberos's EDD Prepaid Debit Card Account was still frozen in May 2021, and
12 therefore denies that it unfroze Camberos's EDD Prepaid Debit Card Account in May
13 2021. BANA lacks knowledge and information sufficient to admit or deny the
14 remaining allegations in Paragraph 320, and therefore denies them.

15 321. BANA admits that Carpenter began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
17 admits that transactions totaling at least \$200 took place on Carpenter's EDD Prepaid
18 Debit Card Account within 60 days prior to October 2020, but denies that those
19 transactions were unauthorized. BANA denies that Carpenter contacted BANA to
20 report allegedly unauthorized transactions totaling \$200 on her EDD Prepaid Debit
21 Card Account in October 2020, and therefore denies the allegations about what a
22 BANA prepaid debit card call center representative told her in response. BANA
23 denies that Carpenter ever filed an alleged unauthorized transaction or error claim
24 with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit
25 Card Account, and therefore denies there was an unauthorized transaction claim to
26 investigate. The allegations in Paragraph 321 regarding the timing of BANA's
27 payment of Carpenter's alleged unauthorized transaction claims state legal

1 conclusions to which no response is required. To the extent a response is required,
2 BANA denies them. BANA denies that there was a freeze or block on Carpenter's
3 EDD Prepaid Debit Card Account in July 2020, and therefore denies that a freeze or
4 block prevented Carpenter from accessing her EDD Prepaid Debit Card Account in
5 July 2020. BANA denies that Carpenter contacted BANA to inquire about the status
6 of her EDD Prepaid Debit Card Account in July 2020, and therefore denies the
7 allegations about what a BANA prepaid debit card call center representative told her
8 in response. BANA denies that, since July 2020, BANA has "continued to release
9 and then restrict" Carpenter's EDD Prepaid Debit Card Account "at least six (6)
10 times," and avers that BANA blocked and unblocked Carpenter's EDD Prepaid Debit
11 Card Account three different times in March 2021 based on suspected fraud related
12 to her EDD Prepaid Debit Card Account. BANA admits that Carpenter contacted
13 BANA to inquire about the status of her EDD Prepaid Debit Card Account on March
14 8, 2021 and March 27, 2021. BANA denies that Carpenter's EDD Prepaid Debit
15 Card Account was ever frozen, and therefore admits that her EDD Prepaid Debit Card
16 Account was never unfrozen. BANA denies that it credited \$200 to Carpenter's EDD
17 Prepaid Debit Card Account concerning an alleged unauthorized transaction claim
18 because Carpenter did not make an alleged unauthorized transaction claim related to
19 her EDD Prepaid Debit Card Account. The allegations in Paragraph 321 regarding
20 BANA's investigation of Carpenter's alleged unauthorized transaction claim (which
21 Carpenter did not submit) and obligations under relevant law state legal conclusions
22 to which no response is required. To the extent a response is required, BANA denies
23 them. BANA lacks knowledge and information sufficient to admit or deny the
24 remaining allegations in Paragraph 321, and therefore denies them.

25 322. BANA denies that Castillo began receiving EDD unemployment
26 benefits through a BANA-issued EDD Prepaid Debit Card in early 2020. BANA
27 denies that transactions totaling approximately \$15,000 took place on Castillo's EDD
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1 Prepaid Debit Card Account in the 60 days prior to August 2020, and denies that any
2 such transactions occurring prior to August 2020 were unauthorized. BANA denies
3 that Castillo contacted BANA to report allegedly unauthorized transactions totaling
4 approximately \$15,000 on her EDD Prepaid Debit Card Account in August 2020, but
5 avers that Castillo contacted BANA in September 2020 regarding allegedly
6 unauthorized transactions on her EDD Prepaid Debit Card Account. BANA denies
7 that BANA never permanently credited Castillo for allegedly unauthorized EDD
8 Prepaid Debit Card Account transactions. BANA denies that it failed to provide any
9 additional notification, in writing or otherwise, as to how it reached its conclusion in
10 conducting a reasonable investigation or what documents it relied upon in
11 investigating Castillo's alleged unauthorized EDD Prepaid Debit Card Account
12 transactions. BANA admits that Castillo's EDD Prepaid Debit Card Account was
13 frozen in January 2021. BANA admits that Castillo contacted BANA to inquire
14 about the status of her EDD Prepaid Debit Card Account in January 2021. BANA
15 denies that it failed to provide any information over the telephone and that it never
16 provided any additional information as to why a freeze was placed on Castillo's EDD
17 Prepaid Debit Card Account. BANA denies that it credited Castillo's EDD Prepaid
18 Debit Card Account for approximately \$4,000 in March 2021. BANA denies that it
19 credited Castillo's EDD Prepaid Debit Card Account for approximately \$900 in May
20 2021, and denies that \$4,900 or \$900 credits occurred seven months after Castillo
21 reported alleged unauthorized transactions or were provided without explanation.
22 The allegations in Paragraph 322 regarding BANA's investigation of Castillo's
23 alleged unauthorized transaction claims and obligations under relevant law state legal
24 conclusions to which no response is required. To the extent a response is required,
25 BANA denies them. BANA denies that Castillo still has not received a credit of over
26 \$10,000 related to alleged unauthorized transactions. The allegations in Paragraph
27 322 regarding the timing of BANA's payment of Castillo's alleged unauthorized
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1 transaction claims state legal conclusions to which no response is required. To the
2 extent a response is required, BANA denies them. BANA lacks knowledge and
3 information sufficient to admit or deny the remaining allegations in Paragraph 322,
4 and therefore denies them.

5 323. BANA admits that Caton began receiving EDD unemployment benefits
6 through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that
7 there were transactions totaling \$4,500 on Caton's EDD Prepaid Debit Card Account
8 in March 2021, but admits there were transactions totaling \$4,500 on Caton's EDD
9 Prepaid Debit Card Account in February and March 2021. BANA denies that these
10 transactions on Caton's EDD Prepaid Debit Card Account between February and
11 March 2021 were unauthorized. BANA admits that Caton contacted BANA to report
12 fraud or allegedly unauthorized transactions totaling \$4,500 on his EDD Prepaid
13 Debit Card Account in March 2021. BANA admits that a BANA representative
14 informed Caton that BANA would investigate Caton's alleged unauthorized
15 transactions claim and that BANA would issue him a replacement card. BANA
16 denies that a BANA representative informed Caton that Caton would have to file a
17 new alleged unauthorized transaction claim. BANA admits that Caton's EDD
18 Prepaid Debit Card Account was frozen in March 2021. BANA denies that Caton's
19 EDD Prepaid Debit Card Account was still frozen in May 2021, and therefore denies
20 that it unfroze Caton's EDD Prepaid Debit Card Account in May 2021. BANA
21 admits that it has not credited Caton for these allegedly unauthorized transactions.
22 BANA lacks knowledge and information sufficient to admit or deny the remaining
23 allegations in Paragraph 323, and therefore denies them.

24 324. BANA denies that Chapple began receiving EDD unemployment
25 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
26 denies that there were transactions totaling \$400 on Chapple's EDD Prepaid Debit
27 Card Account in May 2020. BANA denies that Chapple contacted BANA to report
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1 fraud or allegedly unauthorized transactions totaling \$400 on her EDD Prepaid Debit
2 Card Account in May 2020, and therefore denies the allegations about what a BANA
3 prepaid debit card call center representative told her in response. BANA denies that
4 there were transactions totaling \$500 on Chapple's EDD Prepaid Debit Card Account
5 in April 2021. BANA denies that Chapple contacted BANA to report alleged fraud
6 or allegedly unauthorized transactions totaling \$500 on her EDD Prepaid Debit Card
7 Account in April 2021, but avers that Chapple contacted BANA to report allegedly
8 unauthorized transactions totaling \$193.21 in April 2021. BANA denies that these
9 transactions on Chapple's EDD Prepaid Debit Card Account in April 2021 were
10 unauthorized. BANA admits that, on the April 20, 2021 call, a BANA prepaid debit
11 card call center representative helped Chapple file a claim for these allegedly
12 unauthorized transactions. BANA denies that Chapple's EDD Prepaid Debt Card
13 Account was frozen in June 2020. BANA denies that Chapple's EDD Prepaid Debit
14 Card Account was unfrozen in August 2020 because it was not frozen at that time.
15 BANA denies that Chapple's EDD Prepaid Debit Card Account was frozen in
16 October 2020. BANA denies that Chapple's EDD Prepaid Debit Card Account was
17 frozen in December 2020 because it was not frozen at that time. BANA denies that
18 it credited Chapple's EDD Prepaid Debit Card Account \$200 in June 2020 or that it
19 credited Chapple's Account \$115 in April 2021. BANA lacks knowledge and
20 information sufficient to admit or deny the remaining allegations in Paragraph 324,
21 and therefore denies them.

22 325. BANA denies that BANA froze or blocked Chase's EDD Prepaid Debit
23 Card Account on December 19, 2020, but avers that BANA blocked Chase's EDD
24 Prepaid Debit Card Account on December 20, 2020 and that the account was
25 unblocked on January 4, 2021. BANA admits that Chase contacted BANA to inquire
26 about the status of his EDD Prepaid Debit Card Account on December 24, 2020.
27 BANA admits that, on the December 24, 2020 call, a BANA prepaid debit card call
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1 center representative verified Chase's identity, and reviewed his EDD Prepaid Debit
2 Card Account. BANA denies that Chase contacted BANA "hundreds of times" from
3 December 2020 through January 2021, and therefore denies the allegations about
4 what a BANA prepaid debit card call center representative told him in response.
5 BANA denies that BANA never provided any information as to why a block was
6 placed on Chase's EDD Prepaid Debit Card Account. BANA denies that BANA has
7 yet to grant Chase access to his EDD Prepaid Debit Card Account, and avers that
8 BANA unblocked Chase's EDD Prepaid Debit Card Account on January 4, 2021.
9 BANA lacks knowledge and information sufficient to admit or deny the remaining
10 allegations in Paragraph 325, and therefore denies them.

11 326. [Removed]

12 327. [Removed]

13 328. BANA denies that Cochran began receiving EDD unemployment
14 benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA
15 denies that multiple transactions totaling \$30,000 took place on Cochran's EDD
16 Prepaid Debit Card Account in August and September 2020, but avers that there were
17 more than \$30,000 in transactions on her EDD Prepaid Debit Card Account in August
18 and September 2020. BANA denies that those transactions were unauthorized.
19 BANA admits that Cochran contacted BANA to report alleged fraud or allegedly
20 unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020.
21 BANA admits that, on an August 30, 2020 call, BANA informed Cochran that BANA
22 would issue Cochran a replacement EDD Prepaid Debit Card. BANA denies that
23 BANA informed Cochran, on the August 30, 2020 call, that BANA would issue
24 Cochran a replacement EDD Prepaid Debit Card with \$15,000 of credits on the card,
25 and denies that Cochran was informed "two more times" that she would receive a
26 replacement EDD Prepaid Debit Card with \$15,000 of credits on the card. BANA
27 denies that BANA froze Cochran's EDD Prepaid Debit Card Account in October
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1 2020. BANA admits that Cochran's EDD Prepaid Debit Card Account was
2 overdrawn by approximately \$44,000 on October 4, 2020. BANA admits that
3 Cochran contacted BANA to inquire about the status of her EDD Prepaid Debit Card
4 Account on October 6, 2020. BANA denies that Cochran's EDD Prepaid Debit Card
5 Account had \$300 deposited into it on October 5, 2020. BANA denies that Cochran's
6 EDD Prepaid Debit Card Account had \$300 deposited into it each week in the month
7 of October 2020. BANA denies that it has not credited Cochran since August 2020,
8 and denies that any money was stolen from her EDD Prepaid Debit Card Account.
9 BANA lacks knowledge and information sufficient to admit or deny the remaining
10 allegations in Paragraph 328, and therefore denies them.

11 329. BANA denies that Collins began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA
13 denies that Collins contacted BANA to report alleged fraud or allegedly unauthorized
14 transactions on his Account in June 2020, and therefore denies the allegations about
15 what a BANA prepaid debit card call center representative told him in response.
16 BANA denies that Collins's EDD Prepaid Debit Card Account was ever frozen, and
17 therefore also denies his EDD Prepaid Debit Card Account was never unfrozen.
18 BANA denies that there were transactions totaling approximately \$400 on Collins's
19 EDD Prepaid Debit Card Account between October and December 2020. BANA
20 admits that Collins contacted BANA to report alleged fraud or allegedly unauthorized
21 transactions on his EDD Prepaid Debit Card Account in December 2020. BANA
22 denies that it credited Collins's EDD Prepaid Debit Card Account \$250.00 in
23 December 2020, but avers that it credited Collins's EDD Prepaid Debit Card Account
24 \$287.68 in December 2020. BANA denies that it denied an alleged unauthorized
25 transaction claim for \$160 in December 2020. BANA lacks knowledge and
26 information sufficient to admit or deny the remaining allegations in Paragraph 329,
27 and therefore denies them.

1 330. [Removed]

2 331. BANA denies that Contreras began receiving EDD unemployment
3 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
4 admits that multiple transactions totaling \$1,200 took place on Contreras's EDD
5 Prepaid Debit Card Account in October 2020, but denies that those transactions were
6 unauthorized. BANA admits that Contreras contacted BANA to report alleged fraud
7 or allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on
8 November 16, 2020. BANA admits that, on the November 16, 2020 call, BANA
9 informed Contreras that BANA would issue Contreras a replacement EDD Prepaid
10 Debit Card. BANA denies that, in November 2020, BANA informed Contreras that
11 BANA would contact him within a few weeks regarding its investigation of his
12 alleged unauthorized transactions. BANA admits that Contreras's EDD Prepaid
13 Debit Card Account was frozen in December 2020. BANA denies that it has yet to
14 unfreeze Contreras's EDD Prepaid Debit Card Account, but avers that Contreras's
15 EDD Prepaid Debit Card Account was unfrozen on March 18, 2021 and then blocked
16 until March 31, 2021. BANA denies that, since November 2020, BANA has not
17 credited Contreras's EDD Prepaid Debit Card Account. BANA lacks knowledge and
18 information sufficient to admit or deny the remaining allegations in Paragraph 331,
19 and therefore denies them.

20 332. BANA denies that Corella began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
22 admits that Corella's EDD Prepaid Debit Card Account had transactions totaling at
23 least \$12,000 between June to August 2020, but denies that these transactions were
24 unauthorized or that her EDD Prepaid Debit Card Account had a balance of negative
25 \$6,000 between June and August 2020. BANA denies that Corella contacted BANA
26 to report alleged fraud or allegedly unauthorized transactions on her EDD Prepaid
27 Debit Card Account in August 2020, and therefore denies the allegations about what
28

1 a BANA prepaid debit card call center representative told her in response. BANA
2 denies that Corella's EDD Prepaid Debit Card Account was frozen in August 2020.
3 BANA denies that Corella's EDD Prepaid Debit Card Account was unfrozen in
4 February 2021. BANA denies that Corella's EDD Prepaid Debit Card Account was
5 frozen again in February 2021. BANA denies that it credited Corella's EDD Prepaid
6 Debit Card Account with \$6,000 in October 2020. BANA denies that it reversed this
7 previous credit to Corella's EDD Prepaid Debit Card Account and that it reversed an
8 additional \$3,000 from her EDD Prepaid Debit Card Account in December 2020.
9 BANA denies that Corella's EDD Prepaid Debit Card Account had a balance of
10 negative \$9,000 in December 2020. BANA denies that it has not credited any money
11 to Corella's EDD Prepaid Debit Card Account since December 2020. BANA lacks
12 knowledge and information sufficient to admit or deny the remaining allegations in
13 Paragraph 332, and therefore denies them.

14 333. [Removed]

15 334. [Removed]

16 335. [Removed]

17 336. [Removed]

18 337. [Removed]

19 338. [Removed]

20 339. BANA admits that Delariva began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA
22 admits that Delariva's EDD Prepaid Debit Card Account had transactions totaling at
23 least \$6,000 in August 2020 including transactions at Nike and Bed, Bath, and
24 Beyond, but denies that these transactions on Delariva's EDD Prepaid Debit Card
25 Account in August 2020 were unauthorized. BANA admits that Delariva contacted
26 BANA regarding alleged fraud on his EDD Prepaid Debit Card Account in
27 September 2020. BANA denies that, on the September 2020 call in which Delariva

1 reported alleged fraud on his EDD Prepaid Debit Card Account, a BANA prepaid
2 debit card call center representative told Delariva to “resolve his problem with EDD.”
3 BANA denies that Delariva’s EDD Prepaid Debit Card Account was frozen in
4 November 2020, and denies that it has yet to unfreeze Delariva’s EDD Prepaid Debit
5 Card Account. BANA denies that it reversed a previous credit to Delariva’s EDD
6 Prepaid Debit Card Account in November 2020. BANA denies that it has not
7 credited Delariva’s EDD Prepaid Debit Card Account since November 2020. BANA
8 lacks knowledge and information sufficient to admit or deny the remaining
9 allegations in Paragraph 339, and therefore denies them.

10 340. [Removed]

11 341. BANA admits that Delgado began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
13 denies that Delgado’s EDD Prepaid Debit Card Account had ATM withdrawals
14 totaling \$6,543 in June 2020. BANA admits that Delgado contacted BANA
15 regarding alleged fraud on her EDD Prepaid Debit Card Account in June 2020, but
16 denies that she had fraud or unauthorized transactions on her EDD Prepaid Debit
17 Card Account. BANA denies that Delgado’s EDD Prepaid Debit Card Account had
18 transactions totaling \$14,000 in June 2021. BANA denies that Delgado contacted
19 BANA in June 2021, and denies that she experienced fraud or unauthorized
20 transactions on her account in June 2021. BANA denies that BANA froze Delgado’s
21 EDD Prepaid Debit Card Account in August 2020, but avers that Delgado’s EDD
22 Prepaid Debit Card Account was unfrozen on September 28, 2020. BANA denies
23 that Delgado’s EDD Prepaid Debit Card Account had a balance of approximately
24 \$10,584 in August 2020. BANA denies that BANA has yet to unfreeze Delgado’s
25 EDD Prepaid Debit Card Account, and avers that Delgado’s EDD Prepaid Debit Card
26 Account was unfrozen on October 4, 2020. BANA denies that it temporarily credited
27 Delgado’s EDD Prepaid Debit Card Account for four payments of \$1,512, for a total

1 of \$6,048, in August 2020, but avers that BANA credited Delgado's EDD Prepaid
2 Debit Card Account with \$316.77 in August 2020. BANA denies that it debited
3 temporary credits on Delgado's EDD Prepaid Debit Card Account regarding alleged
4 unauthorized transactions on February 28, 2021. BANA lacks knowledge and
5 information sufficient to admit or deny the remaining allegations in Paragraph 341,
6 and therefore denies them.

7 342. BANA denies that Dirickson began receiving EDD unemployment
8 benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA
9 denies that Dirickson's EDD Prepaid Debit Card Account had withdrawals totaling
10 approximately \$12,000 between November 2020 and January 2021 and denies that
11 he experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card
12 Account. BANA denies that Dirickson contacted BANA regarding alleged fraud or
13 allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in
14 January 2021, and therefore denies the allegations about what a BANA prepaid debit
15 card call center representative told him in response. BANA denies that Dirickson's
16 EDD Prepaid Debit Card Account was frozen in November 2020, but avers that
17 Dirickson's EDD Prepaid Debit Card Account was frozen on December 17, 2020.
18 BANA denies that the balance of Dirickson's EDD Prepaid Debit Card Account was
19 \$4,200 when the account was frozen. BANA denies that it unfroze Dirickson's EDD
20 Prepaid Debit Card Account in March 2021, but avers that Dirickson's EDD Prepaid
21 Debit Card Account was unfrozen on February 10, 2021. BANA denies that it
22 credited Dirickson's EDD Prepaid Debit Card Account with \$4,600 in February
23 2021, but avers that it credited his EDD Prepaid Debit Card Account with \$4,734.03
24 in January 2021. BANA lacks knowledge and information sufficient to admit or deny
25 the remaining allegations in Paragraph 342, and therefore denies them.

26 343. [Removed]
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1 344. BANA denies that Douglas began receiving EDD unemployment
2 benefits through a BANA-issued EDD Prepaid Debit Card in February 2021. BANA
3 admits that Douglas contacted BANA regarding allegedly missing EDD
4 unemployment benefits deposits on his EDD Prepaid Debit Card Account in April
5 2021, and that Douglas requested an investigation into these allegedly missing EDD
6 unemployment benefits deposits on his EDD Prepaid Debit Card Account. BANA
7 admits that BANA did not credit Douglas's EDD Prepaid Debit Card Account for
8 these allegedly missing EDD unemployment benefits deposits. BANA denies that it
9 did not provide Douglas with a notification and written explanation of its decision
10 concerning the allegedly missing EDD unemployment benefits deposits referenced
11 in Paragraph 344. The allegations in Paragraph 344 regarding BANA's investigation
12 of Douglas's allegedly missing EDD unemployment benefits deposits on his EDD
13 Prepaid Debit Card Account state legal conclusions to which no response is required.
14 To the extent a response is required, BANA denies them. BANA denies that Douglas
15 contacted BANA regarding allegedly missing EDD unemployment benefits deposits
16 on his EDD Prepaid Debit Card Account at the end of April 2021, and therefore
17 denies the allegations about what a BANA prepaid debit card call center
18 representative told him in response. BANA lacks knowledge and information
19 sufficient to admit or deny the remaining allegations in Paragraph 344, and therefore
20 denies them.

21 345. BANA denies that Douglass began receiving EDD unemployment
22 benefits through a BANA-issued EDD Prepaid Debit Card in January 2020. BANA
23 denies that Douglass's EDD Prepaid Debit Card Account had any transactions in
24 April 2020 or during the previous 60 days. BANA denies that Douglass contacted
25 BANA in April 2020 for any reason, including regarding alleged unauthorized
26 transactions or regarding any account freeze or block, and therefore denies the
27 allegations about what a BANA prepaid debit card call center representative told him
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1 in response. BANA denies that Douglass ever contacted BANA to file an
2 unauthorized transaction or error claim with BANA concerning any alleged
3 fraudulent activity on his EDD Prepaid Debit Card Account, and therefore admits
4 that it never credited Douglass's account based on an alleged unauthorized
5 transaction claim. BANA denies that it permanently credited Douglass's EDD
6 Prepaid Debit Card Account concerning an error or unauthorized transaction claim
7 in June 2020 because Douglass did not contact BANA to report any alleged errors or
8 unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies
9 that Douglass's EDD Prepaid Debit Card Account was frozen in April 2020, but avers
10 that Douglass's EDD Prepaid Debit Card Account was frozen on December 21, 2020,
11 unfrozen on February 18, 2021, and then re-frozen on May 26, 2022 at the instruction
12 of the EDD. BANA denies that it did not provide Douglass additional information
13 as to why his EDD Prepaid Debit Card Account was frozen. BANA denies that
14 Douglass contacted BANA "multiple times per week" to request additional
15 information as to why his EDD Prepaid Debit Card Account was frozen. BANA
16 denies that there was a freeze or block on Douglass's EDD Prepaid Debit Card
17 Account in June 2020, and therefore denies that BANA released any freezes or blocks
18 on Douglass's EDD Prepaid Debit Card Account in June 2020. BANA lacks
19 knowledge and information sufficient to admit or deny the remaining allegations in
20 Paragraph 345, and therefore denies them.

21 346. [Removed]

22 347. [Removed]

23 348. [Removed]

24 349. [Removed]

25 350. BANA denies that Escalante began receiving EDD unemployment
26 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
27 admits that Escalante's EDD Prepaid Debit Card Account had transactions totaling
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1 at least \$2,000 in March 2021, but denies that these transactions on Escalante's EDD
2 Prepaid Debit Card Account in March 2021 were unauthorized. BANA admits that
3 Escalante contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card
4 Account in March 2021. BANA denies that, in response to her contacting BANA
5 regarding alleged fraud on her EDD Prepaid Debit Card Account, a BANA prepaid
6 debit card call center representative informed Escalante that her "issue was with
7 EDD" and that Escalante needed to contact EDD to "resolve" her issue. BANA
8 denies that Escalante's EDD Prepaid Debit Card Account was frozen in April 2021.
9 BANA denies that Escalante's EDD Prepaid Debit Card Account was unfrozen in
10 June 2021. BANA denies that it credited Escalante's EDD Prepaid Debit Card
11 Account \$2,000 in June 2021, but avers that her EDD Prepaid Debit Card Account
12 was credited for at least \$2,000 related to the transactions referenced in Paragraph
13 350 on April 13, 2021. BANA lacks knowledge and information sufficient to admit
14 or deny the remaining allegations in Paragraph 350, and therefore denies them.

15 351. [Removed]

16 352. BANA denies that Estrada began receiving EDD unemployment
17 benefits through a BANA-issued EDD Prepaid Debit Card on June 4, 2020. BANA
18 denies that Estrada's EDD Prepaid Debit Card Account had transactions totaling
19 approximately \$5,780.00 in the 60 days prior to November 2020. BANA admits that
20 Estrada contacted BANA regarding alleged unauthorized transactions on his EDD
21 Prepaid Debit Card Account in November 2020, but denies that he was "forced to
22 call 'countless' times and was kept on hold for hours." BANA denies that BANA
23 failed to provide a credit for the alleged unauthorized transactions on Estrada's EDD
24 Prepaid Debit Card Account referenced in Paragraph 352. BANA denies that a
25 BANA prepaid debit card call center representative informed Estrada that, in
26 connection with his alleged unauthorized transactions claim, Estrada "was required
27 to go to the police station and obtain a police report." BANA denies that it credited

1 Estrada's EDD Prepaid Debit Card Account for \$2,680 in February 2021, but avers
2 that BANA credited Estrada's EDD Prepaid Debit Card Account with \$2,609.44 in
3 April 2021. The allegations in Paragraph 352 regarding the timing of BANA's
4 payment of Estrada's alleged unauthorized transaction claims state legal conclusions
5 to which no response is required. To the extent a response is required, BANA denies
6 them. BANA lacks knowledge and information sufficient to admit or deny the
7 remaining allegations in Paragraph 352, and therefore denies them.

8 353. [Removed]

9 354. BANA denies that Ferraro began receiving EDD unemployment
10 benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA
11 admits that Ferraro's EDD Prepaid Debit Card Account had transactions in May
12 2021, but denies that these transactions on Ferraro's EDD Prepaid Debit Card
13 Account in May 2021 were unauthorized. BANA admits that Ferraro contacted
14 BANA regarding alleged fraud on his EDD Prepaid Debit Card Account in May
15 2021. BANA denies that BANA prepaid debit card call center representatives
16 refused to help Ferraro with his alleged claim or often dropped his calls. BANA
17 denies that Ferraro's EDD Prepaid Debit Card Account was ever frozen, and
18 therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen.
19 BANA denies that it has not credited Ferraro's EDD Prepaid Debit Card Account
20 since May 2021, and denies that BANA stated it would credit Ferraro's EDD Prepaid
21 Debit Card Account in June 2021. BANA lacks knowledge and information
22 sufficient to admit or deny the remaining allegations in Paragraph 354, and therefore
23 denies them.

24 355. BANA denies that Flores began receiving EDD unemployment benefits
25 through BANA in October 2020. BANA denies that any transactions took place on
26 Flores's EDD Prepaid Debit Card Account. BANA denies that Flores ever contacted
27 BANA, and therefore denies the allegations about what a BANA prepaid debit card
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1 call center representative told him in response. BANA denies that Flores filed an
2 alleged unauthorized transaction or error claim with BANA concerning any alleged
3 fraudulent activity on his EDD Prepaid Debit Card Account, and therefore admits
4 that it never credited Flores's account based on an alleged unauthorized transaction
5 claim. BANA denies that Flores's EDD Prepaid Debit Card Account was ever frozen
6 or blocked. BANA lacks knowledge and information sufficient to admit or deny the
7 remaining allegations in Paragraph 355, and therefore denies them.

8 356. [Removed]

9 357. [Removed]

10 358. BANA admits that Franks began receiving EDD unemployment
11 benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA
12 admits that Franks's EDD Prepaid Debit Card Account had transactions in October
13 2020, but denies that these transactions on Franks's EDD Prepaid Debit Card
14 Account in October 2020 were unauthorized. BANA denies that Franks contacted
15 BANA regarding alleged fraud or unauthorized transactions in October 2020, and
16 therefore denies the allegations about what a BANA prepaid debit card call center
17 representative told him in response. BANA denies that Franks filed an alleged
18 unauthorized transaction or error claim with BANA concerning any alleged
19 fraudulent activity on his EDD Prepaid Debit Card Account, and therefore admits
20 that it never credited Franks's EDD Prepaid Debit Card Account based on an alleged
21 unauthorized transaction claim. BANA denies that BANA froze Franks's EDD
22 Prepaid Debit Card Account in October 2020, and therefore also denies that it has
23 not unfrozen Franks's EDD Prepaid Debit Card Account since October 2020. BANA
24 lacks knowledge and information sufficient to admit or deny the remaining
25 allegations in Paragraph 358, and therefore denies them.

26 359. [Removed]

27 360. [Removed]

1 361. [Removed]

2 362. BANA denies that Gage began receiving EDD unemployment benefits
3 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that
4 there was fraud or unauthorized transactions on her EDD Prepaid Debit Card
5 Account. BANA denies that there were transactions totaling \$3,000.00 on Gage's
6 EDD Prepaid Debit Card Account in September 2020. BANA denies that Gage
7 contacted BANA regarding alleged fraud or unauthorized transactions in September
8 2020, and therefore denies the allegations about what a BANA prepaid debit card call
9 center representative told him in response. BANA denies that Gage's EDD Prepaid
10 Debit Card Account was frozen in September 2020, and therefore denies that Gage's
11 EDD Prepaid Debit Card Account has not been since unfrozen. BANA denies that it
12 has not credited any money to Gage's Account since September 2020. BANA lacks
13 knowledge and information sufficient to admit or deny the remaining allegations in
14 Paragraph 362, and therefore denies them.

15 363. [Removed]

16 364. [Removed]

17 365. [Removed]

18 366. BANA denies that Giddens could not access her EDD Prepaid Debit
19 Card Account until August 2020. BANA admits that Giddens's EDD Prepaid Debit
20 Card Account had transactions totaling at least \$18,000 in August 2020, but denies
21 that these transactions on Giddens's EDD Prepaid Debit Card Account in August
22 2020 were fraudulent or unauthorized. BANA admits that Giddens contacted BANA
23 regarding alleged fraud on her EDD Prepaid Debit Card Account in August 2020.
24 BANA admits that a BANA prepaid debit card call center representative assisted
25 Giddens in filing an alleged unauthorized transaction claim in August 2020 and that
26 the BANA prepaid debit card call center representative told her that a temporary
27 credit would be applied to her EDD Prepaid Debit Card Account if BANA did not

1 resolve her alleged unauthorized transaction claim in ten business days. BANA
2 denies that Giddens's EDD Prepaid Debit Card Account was frozen in August 2020.
3 BANA denies that Giddens's EDD Prepaid Debit Card Account was unfrozen in
4 September 2020. BANA denies that Giddens's EDD Prepaid Debit Card Account
5 was frozen in October 2020. BANA denies that Giddens's EDD Prepaid Debit Card
6 Account was unfrozen in April 2021. BANA admits that it temporarily credited
7 Giddens's EDD Prepaid Debit Card Account in August 2020, but denies that the
8 temporary credit was for \$18,000. BANA admits that it debited Giddens's EDD
9 Prepaid Debit Card Account for approximately \$18,000 in October 4, 2020, and that,
10 subsequently Giddens's EDD Prepaid Debit Card Account had a negative balance.
11 BANA denies that it credited her EDD Prepaid Debit Card Account \$23,000 in April
12 2021, but avers that BANA credited her EDD Prepaid Debit Card Account \$3,433.46
13 on October 19, 2020 and \$18,322.91 on December 22, 2020. BANA lacks
14 knowledge and information sufficient to admit or deny the remaining allegations in
15 Paragraph 366, and therefore denies them.

16 367. BANA denies that Glassflowers began receiving EDD unemployment
17 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
18 admits that Glassflowers's EDD Prepaid Debit Card Account had transactions
19 totaling at least \$543 in November 2020, but denies that these transactions on
20 Glassflowers's EDD Prepaid Debit Card Account in November 2020 were
21 unauthorized. BANA admits that Glassflowers contacted BANA regarding alleged
22 fraud on her EDD Prepaid Debit Card Account in November 2020. BANA admits
23 that a BANA prepaid debit card call center representative assisted Glassflowers in
24 filing an alleged unauthorized transaction claim in November 2020. BANA denies
25 that Glassflowers's EDD Prepaid Debit Card Account was frozen in November 2020.
26 BANA denies that Glassflowers's EDD Prepaid Debit Card Account was unfrozen
27 in May 2021. BANA denies that it credited Glassflowers's EDD Prepaid Debit Card

1 Account with \$543 in May 2021, but avers that it credited Glassflowers's EDD
2 Prepaid Debit Card Account with \$540 in May 2021. BANA lacks knowledge and
3 information sufficient to admit or deny the remaining allegations in Paragraph 367,
4 and therefore denies them.

5 368. BANA denies that A. Gonzalez began receiving EDD unemployment
6 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
7 admits that A. Gonzalez's EDD Prepaid Debit Card Account had transactions totaling
8 at least \$739 in September 2020, but denies that these transactions on A. Gonzalez's
9 EDD Prepaid Debit Card Account in September 2020 were fraud or unauthorized.
10 BANA admits that A. Gonzalez contacted BANA regarding alleged fraud or
11 unauthorized transactions on her EDD Prepaid Debit Card Account in September
12 2020. BANA admits that, in September 2020, a BANA prepaid debit card call center
13 representative told A. Gonzalez that BANA would investigate her alleged
14 unauthorized transactions claim, but denies that a BANA prepaid debit card call
15 center representative told A. Gonzalez that she needed to "resolve her issue with
16 EDD." BANA admits that A. Gonzalez's EDD Prepaid Debit Card Account was
17 frozen in September 2020. BANA denies that A. Gonzalez's EDD Prepaid Debit
18 Card Account was unfrozen in May 2021, but avers that A. Gonzalez's EDD Prepaid
19 Debit Card Account was unfrozen in March 2021 and then subject to a state
20 disqualified freeze on May 26, 2022 and has not been unfrozen since then. BANA
21 admits that A. Gonzalez was sent a replacement Card in May 2021. BANA denies
22 that it has not credited A. Gonzalez's EDD Prepaid Debit Card Account since
23 September 2020. BANA lacks knowledge and information sufficient to admit or
24 deny the remaining allegations in Paragraph 368, and therefore denies them.

25 369. [Removed]

26 370. BANA denies that L. Gonzalez began receiving EDD unemployment
27 benefits through a BANA-issued EDD Prepaid Debit Card in September
28

1 2020. BANA admits that L. Gonzalez's EDD Prepaid Debit Card Account had
2 transactions totaling at least \$900 in October 2020, but denies that these transactions
3 on L. Gonzalez's EDD Prepaid Debit Card Account in October 2020 were
4 unauthorized. BANA admits that L. Gonzalez's EDD Prepaid Debit Card Account
5 had a balance of \$0 in October 2020. BANA denies that L. Gonzalez contacted
6 BANA regarding alleged fraud or unauthorized transactions on her EDD Prepaid
7 Debit Card Account in October 2020, but avers that L. Gonzalez contacted BANA
8 regarding alleged fraud on her EDD Prepaid Debit Card Account in November 2020.
9 BANA admits that, in November 2020, a BANA prepaid debit card call center
10 representative told L. Gonzalez that BANA would investigate her alleged
11 unauthorized transactions claim, but denies that a BANA prepaid debit card call
12 center representative told L. Gonzalez that she needed to "talk to EDD regarding her
13 issue." BANA denies that L. Gonzalez's EDD Prepaid Debit Card Account was
14 frozen in October 2020. BANA denies that L. Gonzalez's EDD Prepaid Debit Card
15 Account was unfrozen in late October or early November 2020. BANA denies that
16 it has not credited L. Gonzalez's EDD Prepaid Debit Card Account. BANA lacks
17 knowledge and information sufficient to admit or deny the remaining allegations in
18 Paragraph 370, and therefore denies them.

19 371. BANA admits that Graham began receiving EDD unemployment
20 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
21 admits that Graham's EDD Prepaid Debit Card Account had transactions in
22 November 2020, but denies that these transactions on Graham's EDD Prepaid Debit
23 Card Account in November 2020 were fraud or unauthorized. BANA admits that
24 Graham contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card
25 Account in November 2020. BANA denies that a BANA prepaid debit card call
26 center representative informed Graham that this was an "EDD issue and to call them
27 to resolve." BANA denies that Graham's EDD Prepaid Debit Card Account was
28

1 frozen in November 2020, but avers that Graham's EDD Prepaid Debit Card Account
2 was frozen in December 2020. BANA denies that, since November 2020, Graham's
3 EDD Prepaid Debit Card Account has not been unfrozen, but avers that Graham's
4 EDD Prepaid Debit Card Account was unfrozen in March 18, 2021 and then blocked
5 the same day until March 21, 2021. BANA denies that it has not credited Graham's
6 EDD Prepaid Debit Card Account since November 2020. BANA lacks knowledge
7 and information sufficient to admit or deny the remaining allegations in Paragraph
8 371, and therefore denies them.

9 372. BANA denies that Grant began receiving EDD unemployment benefits
10 through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA admits
11 that Grant's EDD Prepaid Debit Card Account had transactions totaling at least
12 \$1,000 in June 2021, but denies that these transactions on Grant's EDD Prepaid Debit
13 Card Account in June 2021 were unauthorized. BANA admits that Grant contacted
14 BANA regarding alleged fraud on her EDD Prepaid Debit Card Account on June 7,
15 2021. BANA admits that a BANA prepaid debit card call center representative
16 informed Grant that BANA would issue her a replacement card. BANA denies that
17 it has not credited Grant's EDD Prepaid Debit Card Account with any money since
18 June 7, 2021. BANA lacks knowledge and information sufficient to admit or deny
19 the remaining allegations in Paragraph 372, and therefore denies them.

20 373. [Removed]

21 374. BANA denies that Grimes began receiving EDD unemployment
22 benefits through a BANA-issued EDD Prepaid Debit Card in January 2021. BANA
23 denies that there was fraud or unauthorized transactions on Grimes's EDD Prepaid
24 Debit Card Account. BANA admits that Grimes's EDD Prepaid Debit Card Account
25 had a balance of \$0 during January 2021. BANA denies that Grimes contacted
26 BANA regarding alleged fraud or unauthorized transactions on his EDD Prepaid
27 Debit Card Account in January 2021, but avers that Grimes contacted BANA
28

1 regarding alleged fraud on his EDD Prepaid Debit Card Account in March 2021.
2 BANA admits that, in response to Grimes contacting BANA regarding alleged
3 unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid
4 debit card call center representative told Grimes that BANA would issue him a
5 replacement EDD Prepaid Debit Card. BANA admits it sent Grimes multiple
6 replacement EDD Prepaid Debit Cards between January 2021 and April 2021.
7 BANA denies that each time BANA sent Grimes a replacement EDD Prepaid Debit
8 Card, “more fraud would occur.” BANA denies that Grimes’s EDD Prepaid Debit
9 Card Account was ever frozen, and therefore also denies Grimes’s EDD Prepaid
10 Debit Card Account was ever unfrozen. BANA denies that it has not credited
11 Grimes’s EDD Prepaid Debit Card Account with any money since January 2021.
12 BANA lacks knowledge and information sufficient to admit or deny the remaining
13 allegations in Paragraph 374, and therefore denies them.

14 375. [Removed]

15 376. BANA denies that Guirguis began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
17 denies that Guirguis contacted BANA regarding his EDD Prepaid Debit Card having
18 been stolen in September 2020, and therefore denies the allegations about what a
19 BANA prepaid debit card call center representative told him in response. BANA
20 admits that Guirguis’s EDD Prepaid Debit Card Account reflected transactions in the
21 60 days prior to September 2020, but denies that these transactions on Guirguis’s
22 EDD Prepaid Debit Card Account in the 60 days prior to September 2020 were
23 unauthorized. BANA denies that Guirguis contacted BANA regarding alleged
24 unauthorized transactions on his EDD Prepaid Debit Card Account in September
25 2020, and therefore denies the allegations about what a BANA prepaid debit card call
26 center representative told him in response. BANA denies that Guirguis ever filed an
27 alleged unauthorized transaction or error claim with BANA concerning any alleged

1 fraudulent activity on his EDD Prepaid Debit Card Account and therefore denies that
2 there was an alleged unauthorized transaction claim for BANA to investigate. BANA
3 lacks knowledge and information sufficient to admit or deny the remaining
4 allegations in Paragraph 376, and therefore denies them.

5 377. BANA admits that Gutcher began receiving EDD unemployment
6 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
7 admits that Gutcher's EDD Prepaid Debit Card Account had transactions totaling at
8 least \$5,430 in May 2020, but denies that these transactions on Gutcher's EDD
9 Prepaid Debit Card Account in May 2020 were unauthorized. BANA admits that
10 Gutcher contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card
11 Account in June 2020. BANA denies that a BANA prepaid debit card call center
12 representative informed Gutcher that BANA could not issue her a replacement Card
13 until she verified her identity with EDD, and denies that a BANA prepaid debit card
14 call center representative suggested she file a police report. BANA denies that
15 BANA froze Gutcher's EDD Prepaid Debit Card Account in June 2020, but avers
16 that BANA blocked Gutcher's EDD Prepaid Debit Card Account in June 2020.
17 BANA admits that Gutcher's EDD Prepaid Debit Card Account was unfrozen in
18 early February 2021. BANA denies that it has not credited Gutcher's EDD Prepaid
19 Debit Card Account since June 2020. BANA lacks knowledge and information
20 sufficient to admit or deny the remaining allegations in Paragraph 377, and therefore
21 denies them.

22 378. [Removed]

23 379. BANA admits that Gutierrez began receiving EDD unemployment
24 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
25 denies that there was fraud on Gutierrez's EDD Prepaid Debit Card Account. BANA
26 denies that Gutierrez contacted BANA regarding alleged fraud or unauthorized
27 transactions on her EDD Prepaid Debit Card Account in August 2020, and therefore
28

1 denies the allegations about what a BANA prepaid debit card call center
2 representative told her in response. BANA denies that Gutierrez's EDD Prepaid
3 Debit Card Account was frozen in August 2020. BANA denies that Gutierrez's EDD
4 Prepaid Debit Card Account was unfrozen in April 2021. BANA denies that it has
5 not credited Gutierrez's EDD Prepaid Debit Card Account since August 2020.
6 BANA lacks knowledge and information sufficient to admit or deny the remaining
7 allegations in Paragraph 379, and therefore denies them.

8 380. [Removed]

9 381. BANA admits that Hakopian began receiving EDD unemployment
10 benefits through a BANA-issued EDD Prepaid Debit Card in March or April 2020.
11 BANA denies that Hakopian experienced fraud on his EDD Prepaid Debit Card
12 Account in October 2020. BANA denies that Hakopian contacted BANA to report
13 alleged fraud or unauthorized transaction on his EDD Prepaid Debit Card Account in
14 October 2020, but avers that Hakopian contacted BANA to report allegedly
15 unauthorized transactions on his EDD Prepaid Debit Card Account in September
16 2020. BANA denies that a BANA prepaid debit card call center representative told
17 Hakopian that BANA would freeze his EDD Prepaid Debit Card Account while
18 BANA investigated the alleged fraud on Hakopian's EDD Prepaid Debit Card
19 Account. BANA denies that Hakopian's EDD Prepaid Debit Card Account was ever
20 frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever
21 unfrozen. BANA denies that it has not credited Hakopian's EDD Prepaid Debit Card
22 Account since October 2020. BANA lacks knowledge and information sufficient to
23 admit or deny the remaining allegations in Paragraph 381, and therefore denies them.

24 382. BANA denies that Hanes began receiving EDD unemployment benefits
25 through a BANA-issued EDD Prepaid Debit Card in September 2020. BANA admits
26 that a transaction for \$63 took place on Hanes's EDD Prepaid Debit Card Account
27 on December 4, 2020, but denies that this transaction on Hanes's EDD Prepaid Debit
28

1 Card Account on December 4, 2020 was unauthorized. BANA admits that Hanes
2 contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account on
3 December 4, 2020. BANA admits that, on the December 4, 2020 call, a BANA
4 prepaid debit card call center representative informed Hanes that BANA would
5 investigate Hanes's alleged claim. BANA admits that Hanes's EDD Prepaid Debit
6 Card Account was frozen in December 2020. BANA denies that Hanes's EDD
7 Prepaid Debit Card Account was unfrozen in June 2021, but avers that Hanes's EDD
8 Prepaid Debit Card Account was unfrozen on February 18, 2021. BANA denies that
9 it credited Hanes's EDD Prepaid Debit Card Account for \$65 in June 2021, but avers
10 that BANA credited Hanes's EDD Prepaid Debit Card Account for \$63 on May 20,
11 2021. BANA lacks knowledge and information sufficient to admit or deny the
12 remaining allegations in Paragraph 382, and therefore denies them.

13 383. BANA admits that Haney contacted BANA to report that someone had
14 opened an EDD Prepaid Debit Card Account in his name and requested more
15 information concerning his EDD Prepaid Debit Card Account in August 2020.
16 BANA denies that a BANA prepaid debit card call center representative told Haney
17 that he needed to speak with EDD to "resolve his issue," and avers that a BANA
18 prepaid debit card call center representative helped Haney change his security
19 questions and email address, and then informed Haney that he would need to update
20 his mailing address with EDD to receive a replacement EDD Prepaid Debit Card in
21 accordance with the terms of Cardholder Agreement and BANA's contract with
22 EDD. BANA lacks information and knowledge sufficient to admit or deny
23 allegations regarding contacts Haney had with EDD, and therefore denies them.
24 BANA denies that there was a freeze or block on Haney's EDD Prepaid Debit Card
25 Account in August 2020, and therefore denies that a freeze or block prevented Haney
26 from accessing his EDD Prepaid Debit Card Account in August 2020. BANA denies
27 that, "immediately upon trying to use" his EDD Prepaid Debit Card, Haney contacted
28

1 BANA to inquire about a freeze or block on his EDD Prepaid Debit Card Account,
2 and therefore denies the allegations about what a BANA prepaid debit card call center
3 representative told him in response. BANA denies that a BANA prepaid debit card
4 call center representative failed to provide information over the telephone or any
5 additional information as to why a freeze or block was placed on his EDD Prepaid
6 Debit Card Account. BANA denies that Haney contacted BANA every month to
7 report his inability to access his EDD Prepaid Debit Card Account, or to request
8 additional information concerning his EDD Prepaid Debit Card Account status, and
9 therefore denies the allegations about what a BANA prepaid debit card call center
10 representative told him in response. BANA denies that, beginning in August 2020,
11 Haney contacted BANA “numerous times per week” to request additional
12 information concerning his EDD Prepaid Debit Card Account status, and therefore
13 denies the allegations about what a BANA prepaid debit card call center
14 representative told him in response. BANA admits that, in August 2020, Haney’s
15 EDD Prepaid Debit Card Account had a balance of approximately \$14,240, but
16 denies that, since August 2020, Haney has not had access to his EDD Prepaid Debit
17 Card Account. BANA denies that, since August 2020, BANA has not provided
18 Haney any information resulting from any investigation surrounding the placement
19 of freezes or blocks on his EDD Prepaid Debit Card Account. BANA lacks
20 knowledge and information sufficient to admit or deny the remaining allegations in
21 Paragraph 383, and therefore denies them.

22 384. [Removed]

23 385. BANA admits that Harden began receiving EDD unemployment
24 benefits through a BANA-issued EDD Prepaid Debit Card in January 2021. BANA
25 admits that transactions totaling approximately \$5,000 took place on Harden’s EDD
26 Prepaid Debit Card Account in January 2021, but denies that these transactions on
27 Harden’s EDD Prepaid Debit Card Account in January 2021 were unauthorized.

1 BANA admits that Harden contacted BANA to report alleged fraud on her EDD
2 Prepaid Debit Card Account in January 2021, but denies that a BANA prepaid debit
3 card call center representative told her that she would be reimbursed for the
4 transactions while BANA investigated her alleged claim and denies that money was
5 stolen from her EDD Prepaid Debit Card Account. BANA denies that it has not
6 credited Harden's EDD Prepaid Debit Card Account since January 2021. BANA
7 lacks knowledge and information sufficient to admit or deny the remaining
8 allegations in Paragraph 385, and therefore denies them.

9 386. BANA admits that Harper began receiving EDD unemployment
10 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
11 admits that transactions totaling at least \$1,100 took place on Harper's EDD Prepaid
12 Debit Card Account in February 2021, but denies that these transactions on Harper's
13 EDD Prepaid Debit Card Account in February 2021 were unauthorized. BANA
14 denies that Harper contacted BANA in March 2021, and therefore denies the
15 allegations about what a BANA prepaid debit card call center representative told him
16 in response. BANA denies that Harper's EDD Prepaid Debit Card Account was ever
17 frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever
18 unfrozen. BANA denies that it has not credited Harden's EDD Prepaid Debit Card
19 Account. BANA lacks knowledge and information sufficient to admit or deny the
20 remaining allegations in Paragraph 386, and therefore denies them.

21 387. BANA denies that Harris began receiving EDD unemployment benefits
22 through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that
23 Harris's EDD Prepaid Debit Card Account was restricted on September 7, 2020, but
24 avers that Harris's EDD Prepaid Debit Card Account was frozen on September 25,
25 2020. BANA denies that Harris contacted BANA in September 2020, and therefore
26 denies the allegations about what a BANA prepaid debit card call center
27 representative told him in response. BANA denies that BANA did not give Harris

1 any information, documents or reasoning as to why his EDD Prepaid Debit Card
2 Account was frozen. BANA denies that Harris's EDD Prepaid Debit Card Account
3 was unrestricted on November 21, 2020, but avers that Harris's EDD Prepaid Debit
4 Card Account was unfrozen on December 16, 2020. BANA lacks knowledge and
5 information sufficient to admit or deny the remaining allegations in Paragraph 387
6 and therefore denies them.

7 388. [Removed]

8 389. BANA admits that Hart received EDD unemployment benefits through
9 a BANA-issued EDD Prepaid Debit Card, but denies that BANA "maintains
10 supervision and control" over the EDD Prepaid Debit Card Account. BANA admits
11 that BANA received personal identifiable information related to Hart from EDD, but
12 denies that it received information concerning his income level and banking
13 information from Hart in relation to his EDD Prepaid Debit Card Account. BANA
14 admits that, upon receipt of this information, BANA securely stored or otherwise
15 archived this information, but denies that BANA was "entrusted with and maintained
16 control" of this information. BANA denies that a hacker was able to access BANA's
17 technical system, and denies that a hacker gained access to Hart's personal
18 identifiable information or EDD Prepaid Debit Card Account information by gaining
19 access to any of BANA's systems. BANA admits that Hart contacted BANA to
20 report alleged fraud regarding an ATM withdrawal on his EDD Prepaid Debit Card
21 Account, but BANA denies that there was an unauthorized ATM withdrawal on his
22 EDD Prepaid Debit Card Account. BANA admits that a BANA prepaid debit card
23 call center representative helped Hart file an alleged unauthorized transaction claim
24 concerning an ATM withdrawal on Hart's EDD Prepaid Debit Card Account. BANA
25 denies that BANA "canceled or froze" Hart's EDD Prepaid Debit Card as a result of
26 him filing an alleged unauthorized transaction claim. BANA admits that there was
27 an ATM withdrawal on Hart's EDD Prepaid Debit Card Account for \$853 that posted

1 on April 7, 2021, but denies that this withdrawal on Hart's EDD Prepaid Debit Card
2 Account was unauthorized. BANA admits that it did not temporarily credit Hart's
3 EDD Prepaid Debit Card Account. BANA denies that it did not properly investigate
4 and remedy the alleged unauthorized transaction claim. The allegations in Paragraph
5 389 regarding BANA's investigation, the timing of BANA's payment of Hart's
6 alleged unauthorized transaction claim, and obligations under relevant law state legal
7 conclusions to which no response is required. To the extent a response is required,
8 BANA denies them. BANA admits that it sent Hart a letter dated April 8, 2021.
9 BANA states the letter speaks for itself, and denies any allegations inconsistent with
10 its contents. BANA admits that it reconsidered Hart's alleged unauthorized
11 transaction claim and credited Hart's EDD Prepaid Debit Card Account for \$853 on
12 or about May 10, 2021. BANA lacks knowledge and information sufficient to admit
13 or deny the remaining allegations in Paragraph 389, and therefore denies them.

14 390. [Removed]

15 391. BANA admits that Hayden began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA
17 admits that transactions totaling at least \$500 took place on Hayden's EDD Prepaid
18 Debit Card Account in October 2020, but denies that these transactions on Hayden's
19 EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA
20 denies that Hayden contacted BANA in October 2020, and therefore denies the
21 allegations about what a BANA prepaid debit card call center representative told her
22 in response. BANA denies that it has not credited Hayden's EDD Prepaid Debit Card
23 Account since October 2020. BANA lacks knowledge and information sufficient to
24 admit or deny the remaining allegations in Paragraph 391, and therefore denies them.

25 392. BANA denies that Heinz began receiving EDD unemployment benefits
26 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that
27 there was a freeze or block on Heinz's EDD Prepaid Debit Card Account on
28

1 September 29, 2020, and therefore denies that a freeze or block prevented Heinz from
2 accessing her EDD Prepaid Debit Card Account on September 29, 2020. BANA
3 denies that Heinz contacted BANA in September 2020, and denies that Heinz ever
4 filed an unauthorized transaction or error claim with BANA concerning any alleged
5 fraudulent activity on her EDD Prepaid Debit Card Account. BANA denies that
6 Heinz contacted BANA on the fourth day following September 29, 2020, and
7 therefore denies the allegations about what a BANA prepaid debit card call center
8 representative told her in response. BANA denies that there was a freeze or block on
9 Heinz's EDD Prepaid Debit Card Account in October 2020, and therefore denies that
10 a freeze or block prevented Heinz from accessing her EDD Prepaid Debit Card
11 Account in October 2020. BANA denies that it sent Heinz a Western Union for
12 \$1,317 in or around October 2020 and then issued Heinz a new EDD Prepaid Debit
13 Card. BANA denies that BANA never provided any additional information to Heinz
14 with regard as to why her EDD Prepaid Debit Card Account was frozen or blocked.
15 BANA lacks knowledge and information sufficient to admit or deny the remaining
16 allegations in Paragraph 392, and therefore denies them.

17 393. BANA denies that Ronnie Hernandez began receiving EDD
18 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March
19 2020. BANA admits that transactions totaling at least \$600 took place on Ronnie
20 Hernandez's EDD Prepaid Debit Card Account in November 2020, but denies that
21 these transactions on Ronnie Hernandez's EDD Prepaid Debit Card Account in
22 November 2020 were unauthorized. BANA denies that Ronnie Hernandez's Prepaid
23 Debit Card Account was frozen in November 2020, but avers that Ronnie
24 Hernandez's EDD Prepaid Debit Card Account was frozen on December 1, 2020.
25 BANA denies that Ronnie Hernandez's EDD Prepaid Debit Card Account has not
26 been unfrozen. BANA denies that it has not credited Ronnie Hernandez's EDD
27 Prepaid Debit Card Account since November 2020. BANA lacks knowledge and
28

1 information sufficient to admit or deny the remaining allegations in Paragraph 393,
2 and therefore denies them.

3 394. BANA admits that Ruben Hernandez began receiving EDD
4 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August
5 2020. BANA denies that Ruben Hernandez contacted BANA in November 2020,
6 and therefore denies the allegations about what a BANA prepaid debit card call center
7 representative told him in response. BANA denies that EDD unemployment benefits
8 had not been loaded onto Ruben Hernandez's EDD Prepaid Debit Card Account
9 between August and November 2020. BANA denies that Ruben Hernandez's EDD
10 Prepaid Debit Card Account was ever frozen or blocked. BANA denies that Ruben
11 Hernandez requested additional information and documentation concerning an
12 alleged freeze or block on his EDD Prepaid Debit Card Account, and admits that
13 BANA never provided any additional information concerning an alleged freeze or
14 block, because his EDD Prepaid Debit Card Account was never frozen or blocked.
15 BANA denies that a BANA prepaid debit card call center representative told Ruben
16 Hernandez to contact EDD to re-verify his identity in November 2020. BANA lacks
17 information and knowledge sufficient to admit or deny allegations regarding contacts
18 Ruben Hernandez had with EDD, and therefore denies them. BANA denies that
19 Ruben Hernandez contacted BANA "over 200 times" to inquire about the status of
20 his EDD Prepaid Debit Card Account, and denies that BANA failed to provide any
21 information to Ruben Hernandez regarding a freeze or a block on his EDD Prepaid
22 Debit Card Account, because Ruben Hernandez's EDD Prepaid Debit Card Account
23 was never frozen or blocked. BANA denies that Ruben Hernandez contacted BANA
24 to inquire about the status of his EDD Prepaid Debit Card Account in January 2021,
25 and therefore denies the allegations about what a BANA prepaid debit card call center
26 representative told him in response. BANA denies that Ruben Hernandez did not
27 have access to his EDD Prepaid Debit Card Account in January 2021. BANA denies

1 that Ruben Hernandez requested additional information about an alleged freeze or
2 block on his EDD Prepaid Debit Card Account in January 2021. BANA denies that
3 a BANA prepaid debit card call center representative told Ruben Hernandez that “if
4 he dropped his fraud claim, and [did] not request access to the funds in the Account
5 from August until November (\$900.00 every two weeks)” that BANA would “give
6 Ruben access to his Account moving forward.” BANA denies that Ruben
7 Hernandez’s EDD Prepaid Debit Card Account was ever frozen or blocked, and
8 therefore denies that BANA “removed the restricted access to [his] account in
9 January 2021.” BANA denies that, since November 2020, BANA has not given
10 Ruben Hernandez “access” to his EDD Prepaid Debit Card Account. BANA lacks
11 knowledge and information sufficient to admit or deny the remaining allegations in
12 Paragraph 394, and therefore denies them.

13 395. [Removed]

14 396. [Removed]

15 397. BANA denies that Holloway began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
17 denies that Holloway’s EDD Prepaid Debit Card Account had a balance of negative
18 \$13,000 in July 2020, and denies that he experienced fraud or unauthorized
19 transactions on his EDD Prepaid Debit Card Account in July 2020. BANA denies
20 that Holloway contacted BANA to report alleged fraud on his EDD Prepaid Debit
21 Card Account in July 2020, and therefore denies the allegations about what a BANA
22 prepaid debit card call center representative told him in response. BANA denies that
23 Holloway’s EDD Prepaid Debit Card Account was frozen in July 2020, and therefore
24 denies that Holloway’s EDD Prepaid Debit Card Account was unfrozen in March
25 2021. BANA denies that it has not credited Holloway’s EDD Prepaid Debit Card
26 Account. BANA lacks knowledge and information sufficient to admit or deny the
27 remaining allegations in Paragraph 397, and therefore denies them.

1 398. BANA denies that Horath began receiving EDD unemployment benefits
2 through a BANA-issued EDD Prepaid Debit Card in January or February 2020.
3 BANA admits that transactions totaling at least \$300 took place on Horath's EDD
4 Prepaid Debit Card Account in November 2020, but denies that these transactions on
5 Horath's EDD Prepaid Debit Card Account in November 2020 were unauthorized.
6 BANA admits that Horath contacted BANA to report alleged fraud on her EDD
7 Prepaid Debit Card Account in November 2020. BANA admits that, in response to
8 Horath contacting BANA to report alleged fraud on her EDD Prepaid Debit Card
9 Account in November 2020, a BANA prepaid debit card call center representative
10 issued Horath a replacement EDD Prepaid Debit Card, but denies that a BANA
11 prepaid debit card call center representative told Horath that there was "nothing they
12 could do regarding reimbursement." BANA admits that transactions totaling at least
13 \$200 took place on Horath's EDD Prepaid Debit Card Account in December 2020,
14 but denies that these transactions on Horath's EDD Prepaid Debit Card Account in
15 December 2020 were unauthorized. BANA denies that Horath contacted BANA to
16 report alleged fraud on her EDD Prepaid Debit Card Account in December 2020, and
17 therefore denies the allegations about what a BANA prepaid debit card call center
18 representative told her in response. BANA denies that Horath's EDD Prepaid Debit
19 Card Account was frozen in December 2020. BANA denies that Horath's EDD
20 Prepaid Debit Card Account was unfrozen in May 2021. BANA admits that it
21 credited Horath's EDD Prepaid Debit Card Account for \$268.54, but denies that
22 credit was made in May 2021. BANA lacks knowledge and information sufficient
23 to admit or deny the remaining allegations in Paragraph 398, and therefore denies
24 them.

25 399. BANA admits that Howze began receiving EDD unemployment
26 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
27 denies Howze's EDD Prepaid Debit Card Account was ever frozen or blocked, and
28

1 therefore denies that it was ever unfrozen or unblocked. BANA denies that Howze
2 contacted BANA in January 2021. BANA denies that it failed to provide any
3 information to Howze regarding a freeze or block on his EDD Prepaid Debit Card
4 Account because no freeze or block on his EDD Prepaid Debit Card Account was
5 ever in place. BANA lacks knowledge and information sufficient to admit or deny
6 the remaining allegations in Paragraph 399, and therefore denies them.

7 400. [Removed]

8 401. BANA denies that Hutchins began receiving EDD unemployment
9 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
10 admits that transactions totaling at least \$3,000 took place on Hutchins's EDD
11 Prepaid Debit Card Account in late July and early August 2020, but denies that these
12 transactions on Hutchins's EDD Prepaid Debit Card Account in late July or early
13 August 2020 were unauthorized. BANA denies that Hutchins contacted BANA to
14 report alleged fraud or allegedly unauthorized transactions on her EDD Prepaid Debit
15 Card Account in late July or early August 2020, denies that Hutchins ever filed an
16 alleged unauthorized transaction or error claim with BANA concerning any alleged
17 fraudulent activity on her EDD Prepaid Debit Card Account, and therefore denies the
18 allegations about what a BANA prepaid debit card call center representative told her
19 in response. BANA denies that transactions totaling at least \$1,000 took place on
20 Hutchins's EDD Prepaid Debit Card Account in late December 2020. BANA denies
21 that Hutchins contacted BANA in December 2020 to alleged report fraud or allegedly
22 unauthorized transactions on her EDD Prepaid Debit Card Account, and therefore
23 denies that a BANA prepaid debit card call center representative told Hutchins that
24 BANA would send her a new BANA EDD Prepaid Debit Card in December 2020.
25 BANA denies Hutchin's EDD Prepaid Debit Card Account was ever frozen, and
26 therefore also denies it was ever unfrozen. BANA denies that it has not credited
27 Hutchins's EDD Prepaid Debit Card Account since July 2020. BANA lacks

1 knowledge and information sufficient to admit or deny the remaining allegations in
2 Paragraph 401, and therefore denies them.

3 402. BANA denies that Huynh began receiving EDD unemployment benefits
4 through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that
5 Huynh's EDD Prepaid Debit Card Account was ever frozen or blocked, and therefore
6 denies that it was ever unfrozen or unblocked. BANA denies that Huynh contacted
7 BANA to inquire about any alleged freezes or blocks on his EDD Prepaid Debit Card
8 Account in or around June 2020, and therefore denies that it failed to provide any
9 information to Huynh regarding freezes or blocks on his EDD Prepaid Debit Card
10 Account, also because no freeze or block on his EDD Prepaid Debit Card Account
11 was ever in place. BANA denies that transactions totaling approximately \$17,000
12 took place on Huynh's EDD Prepaid Debit Card Account in the 60 days prior to
13 October 2020. BANA admits that Huynh contacted BANA to report alleged
14 unauthorized transactions on his EDD Prepaid Debit Card Account in October 2020,
15 but denies that the transactions referenced in Paragraph 402 were unauthorized.
16 BANA admits that, on this call, a BANA prepaid debit card call center representative
17 authenticated Huynh as the caller and accessed and reviewed certain information
18 relating to Huynh's EDD Prepaid Debit Card Account. BANA denies that it has not
19 credited Huynh's EDD Prepaid Debit Card Account related to the transactions
20 referenced in Paragraph 402. BANA denies that it did not provide any notification,
21 in writing or otherwise, as to how it reached its conclusion after conducting an
22 investigation into Huynh's alleged unauthorized transaction claim or what documents
23 it relied upon in doing so. The allegations in Paragraph 402 regarding BANA's
24 investigation of Huynh's alleged unauthorized transaction claim and obligations
25 under relevant law state legal conclusions to which no response is required. To the
26 extent a response is required, BANA denies them. BANA denies that Huynh
27 contacted BANA "day after day." BANA lacks knowledge and information

1 sufficient to admit or deny the remaining allegations in Paragraph 402, and therefore
2 denies them.

3 403. BANA denies that Idemudia began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
5 admits that there were two transactions totaling approximately \$1,700 on Idemudia's
6 EDD Prepaid Debit Card Account in September 2020, but denies that these
7 transactions on Idemudia's EDD Prepaid Debit Card Account in September 2020
8 were unauthorized. BANA admits that Idemudia contacted BANA to report alleged
9 fraud on his EDD Prepaid Debit Card Account in September 2020. BANA admits
10 that a BANA prepaid debit card call center representative assisted Idemudia by filing
11 an alleged unauthorized transaction claim and informed Idemudia that BANA would
12 investigate Idemudia's alleged unauthorized transaction claim. BANA admits that
13 Idemudia's EDD Prepaid Debit Card Account was frozen in September 2020. BANA
14 admits that Idemudia's EDD Prepaid Debit Card Account was unfrozen in October
15 2020. BANA denies that it has not credited Idemudia's EDD Prepaid Debit Card
16 Account since September 2020. BANA lacks knowledge and information sufficient
17 to admit or deny the remaining allegations in Paragraph 403, and therefore denies
18 them.

19 404. BANA denies that Isles began receiving EDD unemployment benefits
20 through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that
21 transactions totaling at least \$1,700 took place on Isles's EDD Prepaid Debit Card
22 Account within 60 days prior to October 2020, but denies that those transactions on
23 her EDD Prepaid Debit Card Account were unauthorized. BANA admits that Isles
24 contacted BANA in October 2020 to report alleged unauthorized transactions for
25 approximately \$1,700 that took place on Isles's EDD Prepaid Debit Card Account in
26 October 2020. BANA admits that, on this call, a BANA prepaid debit card call center
27 representative authenticated Isles as the caller and accessed and reviewed certain
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1 information relating to Isles's EDD Prepaid Debit Card Account. BANA denies that
2 it refused to provide Isles with information, documentation, and credit. BANA
3 denies that it has not credited Isles's EDD Prepaid Debit Card Account. BANA
4 denies that it failed to provide any additional notification, in writing or otherwise, as
5 to how it reached its conclusion in investigating Isles's alleged unauthorized
6 transaction claim. The allegations in Paragraph 403 regarding BANA's investigation
7 of Isles's alleged unauthorized transaction claim and obligations under relevant law
8 state legal conclusions to which no response is required. To the extent a response is
9 required, BANA denies them. BANA denies that Isles's EDD Prepaid Debit Card
10 Account was frozen or blocked in October 2020. BANA denies that Isles contacted
11 BANA to inquire about the status of her EDD Prepaid Debit Card Account in October
12 2020, and denies that it failed to provide any information to Isles regarding a freeze
13 or a block on her EDD Prepaid Debit Card Account. BANA lacks knowledge and
14 information sufficient to admit or deny the remaining allegations in Paragraph 404,
15 and therefore denies them.

16 405. BANA denies that Jabara began receiving EDD unemployment benefits
17 through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits
18 that transactions totaling at least \$3,600 took place on Jabara's EDD Prepaid Debit
19 Card Account in March 2021, but denies that those transactions on his EDD Prepaid
20 Debit Card Account were unauthorized. BANA admits that Jabara contacted BANA
21 in March 2021 to report alleged fraud that took place on Jabara's EDD Prepaid Debit
22 Card Account in March 2021. BANA denies that, in response to his alleged fraud
23 claim, a BANA prepaid debit card call center representative told Jabara that he
24 "needed to resolve his issue with EDD." BANA admits that BANA froze Jabara's
25 EDD Prepaid Debit Card Account in March 2021. BANA denies that it has not
26 unfrozen Jabar's EDD Prepaid Debit Card Account. BANA denies that it has not
27 credited Jabara's EDD Prepaid Debit Card Account since March 2021. BANA lacks
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1 knowledge and information sufficient to admit or deny the remaining allegations in
2 Paragraph 405, and therefore denies them.

3 406. BANA denies that Jackson began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
5 admits that transactions totaling at least \$880 took place on Jackson's EDD Prepaid
6 Debit Card Account in February 2021, but denies that those transactions on her EDD
7 Prepaid Debit Card Account were unauthorized. BANA admits that Jackson
8 contacted BANA in March 2021 to report alleged fraud that took place on Jackson's
9 EDD Prepaid Debit Card Account in February 2021. BANA denies that, in response
10 to her alleged unauthorized transaction claim, a BANA prepaid debit card call center
11 representative blamed EDD and told Jackson that she "needed to talk to EDD to
12 resolve her issue." BANA admits that Jackson's EDD Prepaid Debit Card Account
13 was frozen in February 2021. BANA admits that Jackson's EDD Prepaid Debit Card
14 Account was unfrozen in April 2021. BANA admits that it credited Jackson's EDD
15 Prepaid Debit Card Account for \$880 in April 2021, but denies that money was stolen
16 from Jackson's EDD Prepaid Debit Card Account. BANA lacks knowledge and
17 information sufficient to admit or deny the remaining allegations in Paragraph 406,
18 and therefore denies them.

19 407. [Removed]

20 408. [Removed]

21 409. BANA admits that E. Johnson began receiving EDD unemployment
22 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
23 admits that transactions totaling at least \$460 took place on E. Johnson's EDD
24 Prepaid Debit Card Account in December 2020, but denies that those transactions on
25 her EDD Prepaid Debit Card Account were unauthorized. BANA admits that E.
26 Johnson contacted BANA in December 2020 to report alleged fraud that took place
27 on her EDD Prepaid Debit Card Account in December 2020. BANA denies that, in
28

1 response to her alleged unauthorized transaction claim, BANA prepaid debit card call
2 center representatives transferred E. Johnson from “department to department and
3 refused to give her a straight answer.” BANA admits that E. Johnson’s EDD Prepaid
4 Debit Card Account was frozen in December 2020. BANA denies that E. Johnson’s
5 EDD Prepaid Debit Card Account was unfrozen in April 2021, but avers that E.
6 Johnson’s EDD Prepaid Debit Card Account was unfrozen in March 2021 and then
7 blocked until March 29, 2021. BANA admits that it credited E. Johnson’s EDD
8 Prepaid Debit Card Account for \$463 in April 2021. BANA lacks knowledge and
9 information sufficient to admit or deny the remaining allegations in Paragraph 409,
10 and therefore denies them.

11 410. BANA admits that L. Johnson began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in January 2020. BANA
13 admits that transactions totaling at least \$800 took place on L. Johnson’s EDD
14 Prepaid Debit Card Account in March 2021, but denies that those transactions on his
15 EDD Prepaid Debit Card Account were unauthorized. BANA admits that L. Johnson
16 contacted BANA in March 2021 to report alleged fraud that took place on L.
17 Johnson’s EDD Prepaid Debit Card Account. BANA denies that, in response to his
18 alleged unauthorized transaction claim, a BANA prepaid debit card call center
19 representative told L. Johnson that he “needed to talk to EDD to resolve his issue.”
20 BANA admits that transactions totaling at least \$680 took place on L. Johnson’s EDD
21 Prepaid Debit Card Account in May 2021, but denies that those transactions on his
22 EDD Prepaid Debit Card Account were unauthorized. BANA admits that L. Johnson
23 contacted BANA in May 2021 to report alleged fraud that took place on L. Johnson’s
24 EDD Prepaid Debit Card Account. BANA denies that, in response to his alleged
25 unauthorized transaction claim, a BANA prepaid debit card call center representative
26 told L. Johnson that BANA would “need to freeze” L. Johnson’s EDD Prepaid Debit
27 Card Account. BANA admits that L. Johnson’s EDD Prepaid Debit Card Account
28

1 was frozen in March 2021. BANA denies that L. Johnson's EDD Prepaid Debit Card
2 Account was unfrozen in May 2021, but avers that L. Johnson's EDD Prepaid Debit
3 Card Account was unfrozen in March 2021 and then blocked until March 30, 2021.
4 BANA denies that L. Johnson's EDD Prepaid Debit Card Account was ever frozen
5 for a second time, and therefore also denies his EDD Prepaid Debit Card Account
6 was unfrozen. BANA admits that it credited L. Johnson's EDD Prepaid Debit Card
7 Account for the transactions included in his March 2021 alleged unauthorized
8 transaction claim in May 2021. BANA denies that it did not credit L. Johnson's EDD
9 Prepaid Debit Card Account for the transactions included in his May 2021 alleged
10 unauthorized transaction claim. BANA lacks knowledge and information sufficient
11 to admit or deny the remaining allegations in Paragraph 410, and therefore denies
12 them.

13 411. [Removed]

14 412. BANA denies that Jones began receiving EDD unemployment benefits
15 through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA denies that
16 transactions totaling approximately \$6,000 took place on Jones's EDD Prepaid Debit
17 Card Account in November 2020. BANA admits that Jones contacted BANA in
18 November 2020 to report alleged fraud that took place on his EDD Prepaid Debit
19 Card Account. BANA denies that, in response to his alleged unauthorized transaction
20 claim, a BANA prepaid debit card call center representative told Jones that "he
21 should suspend his Card to avoid more fraudulent transactions." BANA denies that
22 Jones's EDD Prepaid Debit Card Account was frozen in December 2020, and denies
23 that Jones's EDD Prepaid Debit Card Account has not been unfrozen. BANA denies
24 that it has not credited Jones's EDD Prepaid Debit Card Account since November
25 2020. BANA lacks knowledge and information sufficient to admit or deny the
26 remaining allegations in Paragraph 412, and therefore denies them.

27 413. [Removed]

1 414. [Removed]

2 415. [Removed]

3 416. [Removed]

4 417. [Removed]

5 418. BANA denies that Laxton began receiving EDD unemployment
6 benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA
7 admits that Laxton's EDD Prepaid Debit Card Account was frozen in September
8 2020. BANA admits that Laxton contacted BANA to inquire about the status of her
9 EDD Prepaid Debit Card Account in September 2020. BANA denies that it failed to
10 provide Laxton information over the phone or additional information as to why her
11 EDD Prepaid Debit Card Account was frozen, and denies that she was disconnected
12 or waited hours on hold. BANA denies that Laxton ever filed an unauthorized
13 transaction or error claim with BANA concerning any alleged fraudulent activity on
14 her EDD Prepaid Debit Card Account. BANA lacks knowledge and information
15 sufficient to admit or deny the remaining allegations in Paragraph 418, and therefore
16 denies them.

17 419. [Removed]

18 420. [Removed]

19 421. BANA denies that Lopez began receiving EDD unemployment benefits
20 through a BANA-issued EDD Prepaid Debit Card in March 2019. BANA admits
21 that transactions totaling at least \$1,500 took place on Lopez's EDD Prepaid Debit
22 Card Account in February 2021, but denies that those transactions on her EDD
23 Prepaid Debit Card Account were unauthorized. BANA admits that Lopez contacted
24 BANA in February 2021 to report alleged fraud that took place on her EDD Prepaid
25 Debit Card Account. BANA denies that, in response to her alleged unauthorized
26 transaction claim, a BANA prepaid debit card call center representative told Lopez
27 that BANA "could not help her" and that Lopez "needed to resolve his issue with
28

1 EDD.” BANA admits that Lopez’s EDD Prepaid Debit Card Account was frozen in
2 February 2021. The allegations in Paragraph 421 regarding the legality of BANA’s
3 freezing of Lopez’s EDD Prepaid Debit Card Account state legal conclusions to
4 which no response is required. To the extent a response is required, BANA denies
5 them. BANA denies that it has not unfrozen Lopez’s EDD Prepaid Debit Card
6 Account. BANA denies that it has not credited Lopez’s EDD Prepaid Debit Card
7 Account since February 2021. BANA lacks knowledge and information sufficient to
8 admit or deny the remaining allegations in Paragraph 421, and therefore denies them.

9 422. [Removed]

10 423. [Removed]

11 424. BANA denies that Madrid began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
13 denies that Madrid’s EDD Prepaid Debit Card Account was frozen or blocked in
14 November 2020, but avers that Madrid’s EDD Prepaid Debit Card Account was
15 frozen in December 2020. BANA denies that Madrid contacted BANA to inquire
16 about the status of his EDD Prepaid Debit Card Account in November 2020, but
17 avers that Madrid contacted BANA to inquire about the status of his EDD Prepaid
18 Debit Card Account and to request additional information regarding the freeze in
19 December 2020. BANA denies that it failed to provide Madrid information over the
20 phone or additional information as to why his EDD Prepaid Debit Card Account was
21 frozen. BANA admits that, on a December 2020 call, a BANA prepaid debit card
22 call center representative authenticated Madrid as the caller and accessed and
23 reviewed certain information relating to Madrid’s EDD Prepaid Debit Card Account.
24 BANA admits that Madrid requested additional information regarding the freeze and
25 access to his EDD Prepaid Debit Card Account, but denies that BANA refused to
26 provide and never did provide Madrid with the requested additional information or
27 documentation regarding the freeze or access to EDD Prepaid Debit Card Account.

1 BANA lacks knowledge and information sufficient to admit or deny the remaining
2 allegations in Paragraph 424, and therefore denies them.

3 425. BANA denies that Magallan began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
5 admits that transactions totaling at least \$80 took place on Magallan's EDD Prepaid
6 Debit Card Account in December 2020, but denies that those transactions on his EDD
7 Prepaid Debit Card Account were unauthorized. BANA admits that Magallan
8 contacted BANA in December 2020 to report alleged fraud that took place on his
9 EDD Prepaid Debit Card Account. BANA admits that a BANA prepaid debit card
10 call center representative assisted Magallan by filing an alleged unauthorized
11 transaction claim. BANA admits that BANA froze Magallan's EDD Prepaid Debit
12 Card Account in December 2020. BANA denies that Magallan's EDD Prepaid Debit
13 Card Account was unfrozen in February 2021, and avers that Magallan's EDD
14 Prepaid Debit Card Account was unfrozen in January 2021. BANA denies that it has
15 not credited Magallan's EDD Prepaid Debit Card Account since December 2020.
16 BANA lacks knowledge and information sufficient to admit or deny the remaining
17 allegations in Paragraph 425, and therefore denies them.

18 426. BANA denies that Main began receiving EDD unemployment benefits
19 through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA denies
20 that transactions totaling at least \$5,000 took place on Main's EDD Prepaid Debit
21 Card Account in July 2020. BANA denies that Main contacted BANA in July 2020
22 to report alleged fraud or allegedly unauthorized transactions that took place on
23 Main's EDD Prepaid Debit Card Account, but avers that Main contacted BANA in
24 August 2020 to report alleged fraud that took place on Magallan's EDD Prepaid
25 Debit Card Account. BANA denies that, in response to his alleged unauthorized
26 transaction claim, a BANA prepaid debit card call center representative told Main
27 that he "needed to talk to EDD to resolve his issue or would just drop his call
28

1 altogether.” BANA denies that Main’s EDD Prepaid Debit Card Account was frozen
2 in October 2020. BANA denies that Main’s EDD Prepaid Debit Card Account is
3 currently frozen. BANA denies that it credited Main’s EDD Prepaid Debit Card
4 Account for \$5,000 in October 2020, and that it “immediately reversed” a \$5,000
5 credit in October 2020. BANA denies that Main’s EDD Prepaid Debit Card Account
6 had a balance of negative \$5,000 in October 2020. BANA lacks knowledge and
7 information sufficient to admit or deny the remaining allegations in Paragraph 426,
8 and therefore denies them.

9 427. BANA denies that Martinez began receiving EDD unemployment
10 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
11 denies that Martinez’s EDD Prepaid Debit Card Account was frozen in January 2021,
12 but avers that Martinez’s EDD Prepaid Debit Card Account was frozen in March
13 2021. BANA denies that Martinez contacted BANA to inquire about the status of
14 her EDD Prepaid Debit Card Account in January 2021, but avers that Martinez
15 contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account
16 in March 2021. BANA denies that, in response to Martinez inquiring about the status
17 of her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center
18 representative “only told her she needed to speak to EDD and verify her identify with
19 EDD before Bank of America could do anything.” BANA admits Martinez’s EDD
20 Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until
21 April 2, 2021. BANA denies that it has not credited Martinez’s EDD Prepaid Debit
22 Card Account since January 2021. BANA lacks knowledge and information
23 sufficient to admit or deny the remaining allegations in Paragraph 427, and therefore
24 denies them.

25 428. BANA denies that Matson began receiving EDD unemployment
26 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
27 admits that transactions totaling at least \$560 took place on Matson’s EDD Prepaid
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1 Debit Card Account in January 2021, but denies that those transactions on his EDD
2 Prepaid Debit Card Account were unauthorized. BANA admits that Matson
3 contacted BANA in January 2021 to report alleged fraud that took place on his EDD
4 Prepaid Debit Card Account. BANA denies that, in response to his alleged
5 unauthorized transaction claim, a BANA prepaid debit card call center representative
6 told Matson that he “needed to talk to EDD to resolve his issue.” BANA admits that
7 Matson’s EDD Prepaid Debit Card Account was frozen in January 2021. BANA
8 admits that EDD Prepaid Debit Card Account was unfrozen in March 2021 and then
9 blocked until March 22, 2021. BANA denies that it has not credited Matson’s EDD
10 Prepaid Debit Card Account since January 2021. BANA lacks knowledge and
11 information sufficient to admit or deny the remaining allegations in Paragraph 428,
12 and therefore denies them.

13 429. [Removed]

14 430. [Removed]

15 431. [Removed]

16 432. [Removed]

17 433. BANA admits that it issued Meza an EDD Prepaid Debit Card with a
18 magnetic stripe in accordance with the terms of BANA’s contract with EDD to access
19 her EDD unemployment benefits. BANA admits that Meza began receiving EDD
20 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in mid-
21 2020. BANA denies that Meza’s EDD Prepaid Debit Card Account had a balance of
22 \$2.76 in September 2020. BANA admits that there were transactions for ride share
23 companies and Coach on Meza’s EDD Prepaid Debit Card Account in September
24 2020, and that these transactions were executed in multiple states including New
25 York, but denies that these transactions on her EDD Prepaid Debit Card Account
26 were unauthorized. BANA admits that there were transactions totaling \$6,904.83 on
27 Meza’s EDD Prepaid Debit Card Account in September 2020, but denies that BANA

1 “approved” these transactions on her EDD Prepaid Debit Card Account and that these
2 transactions were unauthorized. BANA admits that it did not “flag” her EDD Prepaid
3 Debit Card Account or notify her of the allegedly unauthorized transactions, but
4 denies that Meza would not have been able to view the allegedly unauthorized
5 transactions when she logged into her EDD Prepaid Debit Card Account online.
6 BANA denies that these transactions left Meza’s EDD Prepaid Debit Card Account
7 in “depletion.” BANA admits that Meza contacted BANA in September 2020 to
8 report alleged unauthorized transactions on her EDD Prepaid Debit Card Account,
9 but denies that these transactions were unauthorized. BANA denies that Meza’s call
10 with BANA was “unproductive.” BANA lacks knowledge or information sufficient
11 to admit or deny Meza’s allegations concerning her alleged visit to an El Centro
12 branch of BANA, and therefore denies them. The allegations in Paragraph 432
13 regarding the timeliness of Meza’s reporting of alleged unauthorized transfers state
14 legal conclusions to which no response is required. To the extent a response is
15 required, BANA denies them. BANA admits that it sent Meza periodic statements
16 for her EDD Prepaid Debit Card Account, but denies that the transactions reflected
17 on her periodic EDD Prepaid Debit Card Account statements were unauthorized.
18 BANA denies that Meza contacted BANA “many more times” or “daily” in
19 September and October 2020 to report alleged fraud that took place on Meza’s EDD
20 Prepaid Debit Card Account and to request a refund for these alleged unauthorized
21 transactions. BANA lacks information and knowledge sufficient to admit or deny
22 allegations regarding unspecified calls, and therefore denies them. BANA denies
23 that when Meza contacted BANA to report the allegedly unauthorized transactions
24 on her EDD Prepaid Debit Card Account in October 2020, BANA prepaid debit card
25 call center representatives would not help her. BANA denies that BANA did not
26 conduct any investigation in response to the reported allegedly unauthorized
27 transactions on Meza’s EDD Prepaid Debit Card Account. BANA denies that it did

1 not temporarily credit Meza's EDD Prepaid Debit Card Account within ten business
2 days after receiving notice of the allegedly unauthorized transactions. BANA admits
3 that Meza contacted BANA regarding her alleged unauthorized transaction claim in
4 October 2020 and that, in response, a BANA prepaid debit card call center
5 representative suggested that Meza call BANA back on the following day to speak
6 with a BANA prepaid debit card claims department representative, and provided
7 Meza with a number to call. BANA denies that it represented that agents in BANA's
8 prepaid debit card claims department would be available 24/7, and denies that it was
9 under any legal or contractual obligation to do so. BANA denies that Meza contacted
10 BANA again in October 2020 to report "a total of \$6,904.83 fraudulent charges
11 again," but avers that Meza contacted BANA in October 2020 to ask BANA to
12 reconsider her then-closed alleged unauthorized transaction claim. BANA denies
13 that a BANA prepaid debit card call center representative told Meza that the alleged
14 unauthorized transactions would be flagged as fraudulent and returned to Meza.
15 BANA denies that it never sent Meza communications regarding the alleged fraud
16 on her EDD Prepaid Debit Card Account or the resolution of any alleged
17 unauthorized transaction claim. BANA denies that it has not credited Meza for the
18 transactions alleged in Paragraph 433. BANA denies that the amount of Meza's EDD
19 unemployment benefits was \$167 per week. BANA denies that Meza's EDD Prepaid
20 Debit Card Account was frozen around January 6, 2021, and therefore denies that
21 Meza could not access her EDD unemployment benefits around January 6, 2021.
22 BANA denies that Meza contacted BANA to inquire about the status of her EDD
23 Prepaid Debit Card Account in January 2021. BANA denies that Meza's EDD
24 Prepaid Debit Card Account was ever frozen in March 2021. BANA denies that there
25 was roughly \$900 of EDD unemployment benefits available in Meza's EDD Prepaid
26 Debit Card Account on March 15, 2021. BANA denies that a BANA prepaid debit
27 card call center representative suggested Meza re-verify her identity in order to

1 unfreeze her EDD Prepaid Debit Card Account. BANA denies it sent Meza a letter
2 dated May 19, 2021, but avers that it sent Meza a letter dated May 27, 2021. BANA
3 states that the May 27, 2021 letter speaks for itself, and denies any allegations
4 inconsistent with its contents. BANA denies that the letter dated May 27, 2021 was
5 the only letter or notice Meza ever received from BANA related to the alleged fraud
6 on her EDD Prepaid Debit Card Account. BANA admits that Meza contacted BANA
7 in September 2020 to report alleged unauthorized transactions that took place on
8 Meza's EDD Prepaid Debit Card Account. The allegations in Paragraph 433
9 regarding BANA's investigation of Meza's alleged unauthorized transaction claim
10 state legal conclusions to which no response is required. To the extent a response is
11 required, BANA denies them. BANA admits that it sent Meza a letter on August 3,
12 2020. BANA states that the letter speaks for itself, and denies any allegations
13 inconsistent with its contents. BANA denies that it withheld \$6,904.83 from Meza's
14 EDD Prepaid Debit Card Account. The allegations in Paragraph 433 regarding
15 BANA's obligations under relevant law, and whether Meza "upheld her end of the
16 Cardholder Agreement and the requirements of EFTA" state legal conclusions to
17 which no response is required. To the extent a response is required, BANA denies
18 them. BANA lacks knowledge and information sufficient to admit or deny the
19 remaining allegations in Paragraph 433, and therefore denies them.

20 434. BANA denies that McCrary began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
22 admits that transactions totaling at least \$900 took place on McCrary's EDD Prepaid
23 Debit Card Account in February 2021, but denies that those transactions on his EDD
24 Prepaid Debit Card Account were unauthorized. BANA admits that McCrary
25 contacted BANA in February 2021 to report alleged fraud that took place on
26 McCrary's EDD Prepaid Debit Card Account in February 2021. BANA denies that,
27 in response to his alleged unauthorized transaction claim, a BANA prepaid debit card

1 call center representative “repeatedly” told McCrary that he “needed to resolve his
2 issue with EDD.” BANA admits that BANA froze McCrary’s EDD Prepaid Debit
3 Card Account in February 2021. BANA admits that McCrary’s EDD Prepaid Debit
4 Card Account was unfrozen in April 2021. BANA admits that BANA credited
5 McCrary’s EDD Prepaid Debit Card Account for \$900 in May 2021. BANA lacks
6 knowledge and information sufficient to admit or deny the remaining allegations in
7 Paragraph 434, and therefore denies them.

8 435. [Removed]

9 436. [Removed]

10 437. [Removed]

11 438. BANA denies that S. Morales began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
13 admits that transactions totaling at least \$1,900 took place on S. Morales’s EDD
14 Prepaid Debit Card Account in September 2020, but denies that those transactions
15 on her EDD Prepaid Debit Card Account were unauthorized. BANA denies that S.
16 Morales contacted BANA in September 2020, but avers that S. Morales contacted
17 BANA in October 2020 to report alleged fraud that took place on S. Morales’s EDD
18 Prepaid Debit Card Account, but BANA denies that there was fraud on her EDD
19 Prepaid Debit Card Account. BANA admits that, in response to her alleged
20 unauthorized transaction claim, a BANA prepaid debit card call center representative
21 told S. Morales that BANA would issue her a replacement EDD Prepaid Debit Card.
22 BANA denies that the BANA prepaid debit card call center representative told S.
23 Morales she would be provided a temporary credit. BANA admits that S. Morales’s
24 EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that
25 it unfroze S. Morales’s EDD Prepaid Debit Card Account in April 2021, and avers
26 that it unfroze S. Morales’s EDD Prepaid Debit Card Account in March 2021 and
27 then blocked it until April 6, 2021. BANA denies that it credited S. Morales’s EDD

1 Prepaid Debit Card Account for \$934.58 in November 2020, but avers that it credited
2 S. Morales's EDD Prepaid Debit Card Account for \$1,011.81 in November 2020.
3 BANA lacks knowledge and information sufficient to admit or deny the remaining
4 allegations in Paragraph 438, and therefore denies them.

5 439. BANA denies that A. Morales began receiving EDD unemployment
6 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
7 denies that A. Morales's EDD Prepaid Debit Card Account had any transactions in
8 July 2020, and denies that he experienced fraud or unauthorized transactions on his
9 EDD Prepaid Debit Card Account. BANA denies that A. Morales contacted BANA
10 in July 2020, and therefore denies the allegations about what a BANA prepaid debit
11 card call center representative told him in response. BANA denies that A. Morales's
12 EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD
13 Prepaid Debit Card Account was ever unfrozen. BANA admits that it has not
14 credited A. Morales's EDD Prepaid Debit Card Account since July 2020. BANA
15 lacks knowledge and information sufficient to admit or deny the remaining
16 allegations in Paragraph 439, and therefore denies them.

17 440. BANA denies that Morgan began receiving EDD unemployment
18 benefits through a BANA-issued EDD Prepaid Debit Card in late June or early July
19 2020. BANA admits that transactions took place on Morgan's EDD Prepaid Debit
20 Card Account in the 60 days prior to December 2020, but denies that those
21 transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA
22 denies that Morgan contacted BANA to inquire about the status of her EDD Prepaid
23 Debit Card Account in December 2020, and therefore denies the allegations about
24 what a BANA prepaid debit card call center representative told her in response.
25 BANA denies that Morgan's EDD Prepaid Debit Card Account was frozen or
26 blocked in December 2020, and therefore denies that a freeze or block prevented
27 Morgan from accessing her EDD Prepaid Debit Card Account in December 2020.

1 BANA denies that Morgan had “momentary access” to her EDD Prepaid Debit Card
2 Account in January 2021 because her account was not frozen or blocked in January
3 2021. BANA denies that there was a freeze or block on Morgan’s EDD Prepaid
4 Debit Card Account in January 2021, and therefore denies that an account freeze
5 prevented Morgan from accessing her EDD Prepaid Debit Card Account in January
6 2021. BANA denies that Morgan contacted BANA to inquire about the status of her
7 EDD Prepaid Debit Card Account in January 2021. BANA lacks knowledge and
8 information sufficient to admit or deny the remaining allegations in Paragraph 440,
9 and therefore denies them.

10 441. BANA admits that Morrell began receiving EDD unemployment
11 benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA
12 admits that it issued Morell an EDD Prepaid Debit Card with a magnetic stripe in
13 accordance with the terms of BANA’s contract with EDD to access her EDD
14 unemployment benefits. BANA denies that Morrell was the “victim of numerous
15 unauthorized transactions” on her EDD Prepaid Debit Card Account, and that BANA
16 was “unwilling or unable” to credit Morrell’s EDD Prepaid Debit Card Account
17 relating to her alleged unauthorized transaction claims. BANA states that the
18 Cardholder Agreement speaks for itself, and denies any allegations inconsistent with
19 its contents. BANA denies that there was ever an “administrative hold” on Morrell’s
20 EDD Prepaid Debit Card Account. BANA denies that Morrell began receiving EDD
21 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March
22 2020. BANA admits that Morrell’s EDD Prepaid Debit Card Account had a balance
23 of approximately \$4.00 on October 17, 2020. BANA admits that Morrell contacted
24 BANA on October 17, 2020 to require about the status of her EDD Prepaid Debit
25 Card Account, and that a BANA prepaid debit card call center representative
26 suggested that Morrell should call back to speak with the prepaid debit card claims
27 department. BANA admits that Morrell contacted BANA on October 19, 2020.

1 BANA denies that, on the October 19, 2020 call, a BANA prepaid debit card call
2 center representative told Morrell that a “fraudster had stolen funds” from her EDD
3 Prepaid Debit Card Account at a “Citibank ATM in Grand Rapids, Illinois,” and
4 denies that Morell was told she would receive a temporary credit for the transaction
5 referenced in Paragraph 441. BANA denies that, on the October 19, 2020 call, a
6 BANA prepaid debit card call center representative ordered Morrell a replacement
7 Card, but avers that, on the October 17 call, a BANA prepaid debit card call center
8 representative told Morrell that she would be receiving a replacement Card. BANA
9 admits that it sent Morrell a letter dated October 20, 2020. BANA states the letter
10 speaks for itself, and denies any allegations inconsistent with its contents. BANA
11 admits that Morrell contacted BANA on or around October 26, 2020 regarding a
12 letter that she received in relation to her alleged unauthorized transaction claim on
13 her EDD Prepaid Debit Card Account. BANA denies that, on the phone call that
14 took place on or around October 26, 2020, a BANA prepaid debit card call center
15 representative told Morrell that she that “a glitch in the system triggered the letter”
16 she received. BANA denies that Morrell filed a new alleged unauthorized transaction
17 claim during this call, but avers that a BANA prepaid debit card call center
18 representative submitted Morrell’s previously reviewed claim for reconsideration.
19 BANA admits that a BANA prepaid debit card call center representative told Morrell
20 that she would have to wait for her alleged unauthorized transaction claim to be
21 investigated. BANA denies that Morrell did not connect with a BANA prepaid debit
22 card call center representative on November 2, 2020 to inquire about the status of her
23 alleged unauthorized transaction claim on her EDD Prepaid Debit Card Account.
24 BANA admits that the prepaid debit card claims department was generally open at
25 least Monday through Friday from 8:00 AM to 8 P.M. EST in November 2020, but
26 denies any implication that the prepaid debit card claims department was not open
27 on Saturdays. BANA admits that, in response to her status inquiry, a BANA prepaid
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1 debit card call center representative told Morrell that her alleged unauthorized
2 transaction claim was being processed. BANA lacks knowledge and information
3 sufficient to admit or deny allegations regarding multiple unspecified calls that took
4 place in the month of November 2020, and therefore denies them. BANA admits
5 that it did not credit Morrell's EDD Prepaid Debit Card Account in November 2020
6 for an alleged unauthorized transaction claim. BANA denies that Morrell contacted
7 BANA on December 17, 2020, but avers that Morrell contacted BANA on December
8 18, 2020. BANA admits that, in response to her December 18, 2020 status inquiry,
9 a BANA prepaid debit card call center representative informed Morrell that they were
10 unable to provide an estimate as to when she could expect a credit to her EDD Prepaid
11 Debit Card Account for her alleged unauthorized transaction claim that was being
12 reconsidered. BANA admits that Morrell submitted her original alleged
13 unauthorized transaction claim on October 19, 2020, but denies that the transactions
14 included in that alleged unauthorized transaction claim were unauthorized. BANA
15 admits that it had not credited Morrell's EDD Prepaid Debit Card Account by
16 December 17, 2020 for the transactions alleged in Paragraph 441. BANA denies that
17 Morrell contacted BANA "more than 80 times" between October 19, 2020 and
18 December 17, 2020. BANA denies that it sent Morrell two letters dated December
19 30, 2020, but avers that it sent Morrell one letter dated December 30, 2020. BANA
20 states that the letter speaks for itself, and denies any allegations inconsistent with its
21 contents. BANA admits that it permanently credited Morrell's EDD Prepaid Debit
22 Card Account for \$503 on December 30, 2020. BANA denies that BANA's prepaid
23 debit card call center never offered Morrell any "meaningful response or assistance"
24 and denies that it "stymied Morrell's efforts at nearly every turn." The allegations in
25 Paragraph 441 regarding BANA's investigation of Morrell's alleged unauthorized
26 transaction claim, obligations under relevant law, and whether Morrell "followed
27 instructions on Morrell's Account" state legal conclusions to which no response is

1 required. To the extent a response is required, BANA denies them. BANA denies
2 that it took “over four months” to credit Morrell’s EDD Prepaid Debit Card Account.
3 BANA lacks knowledge and information sufficient to admit or deny the remaining
4 allegations in Paragraph 441, and therefore denies them.

5 442. BANA denies that Morris began receiving EDD unemployment benefits
6 through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits more
7 than \$900 in transactions occurred on Morris’s EDD Prepaid Debit Card Account in
8 December 2020, but denies that the transactions on her EDD Prepaid Debit Card
9 Account in December 2020 were unauthorized. BANA denies that Morris contacted
10 BANA in December 2020 to report alleged fraud or allegedly unauthorized
11 transactions that took place on her EDD Prepaid Debit Card Account, but avers that
12 Morris contacted BANA in November 2020 to report alleged fraud that took place
13 on Morris’s EDD Prepaid Debit Card Account. BANA admits that, in response to
14 her alleged unauthorized transaction claim, a BANA prepaid debit card call center
15 representative told Morris that they would file an alleged unauthorized transaction
16 claim and investigate the alleged fraud. BANA admits that Morris’s EDD Prepaid
17 Debit Card Account was frozen in December 2020. BANA denies that Morris’s EDD
18 Prepaid Debit Card Account was unfrozen in February 2021, but avers that Morris’s
19 EDD Prepaid Debit Card Account was unfrozen in January 2021. The allegations
20 regarding the legality of the alleged freeze on Morris’s EDD Prepaid Debit Account
21 state legal conclusions to which no response is required. To the extent a response is
22 required, BANA denies them. BANA denies that it credited \$468 to Morris’s EDD
23 Prepaid Debit Card Account in June 2021, but avers that it credited \$333.79 to
24 Morris’s EDD Prepaid Debit Card Account in May 2021. The allegations regarding
25 the legality of the alleged freezes on Morris’s EDD Prepaid Debit Account state
26 legal conclusions to which no response is required. To the extent a response is
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1 required, BANA denies them. BANA lacks knowledge and information sufficient to
2 admit or deny the remaining allegations in Paragraph 442, and therefore denies them.

3 443. BANA denies that Mouck began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in either March or April
5 2020. BANA denies that Mouck's EDD Prepaid Debit Card Account had
6 transactions totaling at least \$900 in December 2020. BANA admits that Mouck
7 contacted BANA in December 2020 to report alleged fraud that took place on
8 Mouck's EDD Prepaid Debit Card Account, but denies that Mouck experienced fraud
9 or unauthorized transactions on her EDD Prepaid Debit Card Account. BANA
10 admits that a BANA prepaid debit card call center representative told Mouck that
11 BANA would investigate her alleged unauthorized transaction claim and assisted
12 Mouck by filing an alleged unauthorized transaction claim. BANA lacks information
13 and knowledge sufficient to admit or deny allegations related to unspecified phone
14 calls at "other times," and therefore denies them. BANA admits that Mouck's EDD
15 Prepaid Debit Card Account was frozen in December 2020. BANA denies that
16 Mouck's EDD Prepaid Debit Card Account was unfrozen in May 2021, and avers
17 that Mouck's EDD Prepaid Debit Card Account was unfrozen in March 2021 and
18 then blocked until March 20, 2021. BANA denies that it credited Mouck's EDD
19 Prepaid Debit Card Account for \$200 in May 2021 and \$200 in June 2021, but avers
20 that it credited Mouck's EDD Prepaid Debit Card Account for \$694.12 on May 20,
21 2021 and for \$1,142.39 on April 6, 2023. BANA lacks knowledge and information
22 sufficient to admit or deny the remaining allegations in Paragraph 443, and therefore
23 denies them.

24 444. BANA denies that R. Murphy began receiving EDD unemployment
25 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
26 admits that transactions totaling at least \$350 took place on R. Murphy's EDD
27 Prepaid Debit Card Account in December 2020, but denies that those transactions on
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1 his EDD Prepaid Debit Card Account were unauthorized. BANA denies that R.
2 Murphy contacted BANA in December 2020, and therefore denies the allegations
3 about what a BANA prepaid debit card call center representative told him in
4 response. BANA denies that R. Murphy's EDD Prepaid Debit Card Account was
5 frozen in December 2020, but avers that R. Murphy's EDD Prepaid Debit Card
6 Account was frozen on January 19, 2021. BANA admits that R. Murphy's EDD
7 Prepaid Debit Card Account was unfrozen in early 2021. BANA admits that it
8 credited R. Murphy's EDD Prepaid Debit Card Account in early 2021. BANA lacks
9 knowledge and information sufficient to admit or deny the remaining allegations in
10 Paragraph 444, and therefore denies them.

11 445. BANA denies that S. Murphy began receiving EDD unemployment
12 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
13 denies that S. Murphy's EDD Prepaid Debit Card Account had transactions totaling
14 at least \$5,000 in the 60 days prior to April 2020. BANA denies that S. Murphy ever
15 contacted BANA in April 2020, and therefore denies any allegations regarding the
16 substance of any such contact. BANA also denies that S. Murphy ever filed an
17 alleged unauthorized transaction or error claim with BANA concerning any alleged
18 fraudulent activity or unauthorized transactions on her EDD Prepaid Debit Card
19 Account. BANA denies S. Murphy's EDD Prepaid Debit Card Account was frozen
20 or blocked in April 2020. BANA denies that S. Murphy's EDD Prepaid Debit Card
21 Account was frozen or blocked for "months" in either 2020 or 2021, but admits her
22 EDD Prepaid Account was subject to a state disqualified freeze on May 26, 2022 and
23 has not been unfrozen since then. BANA lacks knowledge and information sufficient
24 to admit or deny the remaining allegations in Paragraph 445, and therefore denies
25 them.

26 446. [Removed]
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1 447. BANA denies that Ojeda began receiving EDD unemployment benefits
2 through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that
3 transactions totaling at least \$2,000 took place on Ojeda's EDD Prepaid Debit Card
4 Account in July and August 2020, but denies that Ojeda experienced fraud or
5 unauthorized transactions on her EDD Prepaid Debit Card Account in July and
6 August 2020. BANA denies that Ojeda contacted BANA to report alleged fraud on
7 her EDD Prepaid Debit Card Account in July 2020, and therefore denies the
8 allegations about what a BANA prepaid debit card call center representative told her
9 in response. BANA denies that Ojeda's EDD Prepaid Debit Card Account was ever
10 frozen, and therefore also denies her EDD Prepaid Debit Card Account was ever
11 unfrozen. BANA denies that it has not credited Ojeda's EDD Prepaid Debit Card
12 Account since July 2020. BANA lacks knowledge and information sufficient to
13 admit or deny the remaining allegations in Paragraph 447, and therefore denies them.

14 448. [Removed]

15 449. [Removed]

16 450. BANA admits that Owensby began receiving EDD unemployment
17 benefits through a BANA-issued EDD Prepaid Debit Card in January 2021. BANA
18 admits that transactions totaling at least \$1,600 took place on Owensby's EDD
19 Prepaid Debit Card Account in January 2021, but denies that Owensby experienced
20 fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in
21 January 2021. BANA denies that Owensby contacted BANA in January 2021, and
22 therefore denies the allegations about what a BANA prepaid debit card call center
23 representative told him in response. BANA admits that Owensby's EDD Prepaid
24 Debit Card Account was frozen in February 2021. BANA denies that Owensby's
25 EDD Prepaid Debit Card Account has not been unfrozen. BANA denies that it
26 credited Owensby's EDD Prepaid Debit Card Account for \$1,600 in May 2021, and
27 avers that it credited Owensby's EDD Prepaid Debit Card Account for \$1,600 in
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1 April 2021. BANA lacks knowledge and information sufficient to admit or deny the
2 remaining allegations in Paragraph 450, and therefore denies them.

3 451. BANA denies that Paningbatan began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA
5 admits that transactions totaling at least \$600 took place on Paningbatan's EDD
6 Prepaid Debit Card Account between May and October 2020, but denies that
7 Paningbatan experienced fraud or unauthorized transactions on her EDD Prepaid
8 Debit Card Account between May and October 2020. BANA admits that
9 Paningbatan contacted BANA to report alleged fraud on her EDD Prepaid Debit Card
10 Account in December 2020. BANA admits that, on the December 2020 call, a
11 BANA prepaid debit card call center representative helped Paningbatan file an
12 alleged unauthorized transaction claim and told Paningbatan that BANA would
13 investigate her alleged unauthorized transaction claim. BANA admits that
14 Paningbatan's EDD Prepaid Debit Card Account was frozen in December 2020. The
15 allegations regarding the legality of the alleged freeze on Paningbatan's EDD Prepaid
16 Debit Account state legal conclusions to which no response is required. To the extent
17 a response is required, BANA denies them. BANA denies that Paningbatan's EDD
18 Prepaid Debit Card Account was unfrozen in April 2021, and avers that
19 Paningbatan's EDD Prepaid Debit Card Account was unfrozen in March 2021 and
20 then blocked it until April 7, 2021. BANA denies that it credited Paningbatan's EDD
21 Prepaid Debit Card Account for \$441 in April 2021, and debited the credit for \$441
22 in May 2021, but avers that it credited Paningbatan's EDD Prepaid Debit Card
23 Account for \$422.15 in April 2021, and reversed the credit for \$422.15 in May 2021.
24 BANA admits that Paningbatan's EDD Prepaid Debit Card Account had a negative
25 balance in May 2021. BANA denies that it credited Paningbatan's EDD Prepaid
26 Debit Card Account \$500 in May 2021, but avers that it credited Paningbatan's EDD
27 Prepaid Debit Card Account \$523.67 on June 15, 2021. BANA lacks knowledge and

1 information sufficient to admit or deny the remaining allegations in Paragraph 451,
2 and therefore denies them.

3 452. BANA denies that Payton began receiving EDD unemployment benefits
4 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits
5 that it issued Payton an EDD Prepaid Debit Card with a magnetic stripe in accordance
6 with the terms of BANA's contract with EDD to access her EDD unemployment
7 benefits. BANA states that the Cardholder Agreement speaks for itself, and denies
8 any allegations inconsistent with its contents. BANA denies that Payton was the
9 "victim of numerous unauthorized transactions" on her EDD Prepaid Debit Card
10 Account, and that BANA was "unwilling or unable" to credit Payton's EDD Prepaid
11 Debit Card Account relating to her alleged unauthorized transaction claims. BANA
12 denies that there was ever an "administrative hold" on Payton's EDD Prepaid Debit
13 Card Account. BANA admits that there was an EDD unemployment benefits deposit
14 to Payton's EDD Prepaid Debit Card Account on November 16, 2020. BANA admits
15 that there was a funds transfer of \$200 on November 16, 2020 from Payton's EDD
16 Prepaid Debit Card Account, but denies that, after this funds transfer, Payton's EDD
17 Prepaid Debit Card Account balance was \$683. BANA denies that Payton's EDD
18 Prepaid Debit Card Account had a balance of \$0 on November 16, 2020. BANA
19 admits that Payton contacted BANA to report alleged fraud on her EDD Prepaid
20 Debit Card Account on November 16, 2020. BANA admits that, on the November
21 16, 2020 call, a BANA prepaid debit card call representative transferred Payton to
22 the prepaid debit card claims department. BANA admits that Payton contacted
23 BANA to report alleged fraud on her EDD Prepaid Debit Card Account on November
24 17, 2020, and that a BANA prepaid debit card call representative assisted Payton by
25 filing an alleged unauthorized transaction claim concerning a balance inquiry and a
26 funds withdrawal from her EDD Prepaid Debit Card Account that were made at an
27 ATM in Chula Vista, but denies that the ATM withdrawal or the balance inquiry

1 were unauthorized. BANA admits that Payton contacted BANA to inquire about the
2 status of her alleged unauthorized transaction claim. BANA denies that it did not
3 credit Payton's EDD Prepaid Debit Card Account regarding her alleged unauthorized
4 transaction claim, and denies that it allowed any funds to be stolen from Payton.
5 BANA admits that a BANA prepaid debit card call center representative told Payton
6 that she needed to verify her identity for her alleged claim to be investigated, but
7 denies that a BANA prepaid debit card call center representative told Payton that
8 BANA would not proceed with her alleged claim until her identity had been verified
9 with EDD. BANA lacks information and knowledge sufficient to admit or deny
10 allegations regarding Payton's contact with EDD, and therefore denies them. BANA
11 admits that it issued Payton a replacement Card prior to November 30, 2020. BANA
12 admits that there was an EDD unemployment benefits deposit to Payton's EDD
13 Prepaid Debit Card Account on November 30, 2020. BANA admits that there was
14 an EDD unemployment benefits deposit to Payton's EDD Prepaid Debit Card
15 Account on December 17, 2020. BANA admits that Payton's EDD Prepaid Debit
16 Card Account was frozen on December 17, 2020, but denies that BANA never
17 provided Payton with a notice regarding the freeze or other additional information as
18 to why a freeze was placed on her EDD Prepaid Debit Card Account. BANA admits
19 that Payton's EDD Prepaid Debit Card Account was unfrozen three months later, in
20 March 2021 and then blocked until March 29, 2021. BANA denies that it has no
21 "reasonable method to identify and prevent fraud." BANA denies that Payton's EDD
22 Prepaid Debit Card Account was frozen without providing notice, reason, or
23 justification for the freeze. BANA admits that Payton contacted BANA to inquire
24 about the status of her EDD Prepaid Debit Card Account, and that a BANA prepaid
25 debit card call center representative told Payton that her EDD Prepaid Debit Card
26 Account was frozen due to fraudulent activity. BANA denies that, in response, a
27 BANA prepaid debit card call center representative refused to unfreeze Payton's
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1 EDD Prepaid Debit Card Account, or that it “put the fault and responsibility of the
2 freeze on EDD.” BANA admits that it sent Payton written notice of the freeze on her
3 EDD Prepaid Debit Card Account in February 2021. BANA admits that it sent
4 Payton written notice of the freeze on her EDD Prepaid Debit Card Account in March
5 2021. BANA states that the written notices from February 2021 and March 2021
6 speak for themselves, and deny any allegations inconsistent with their contents.
7 BANA denies that Payton contacted BANA in March 2021 to inquire about the status
8 of her EDD Prepaid Debit Card Account, and therefore denies the allegations about
9 what a BANA prepaid debit card call center representative told her in response. The
10 allegations in Paragraph 452 regarding whether Payton “followed instructions on
11 Bank of America’s Account agreement” state legal conclusions to which no response
12 is required. To the extent a response is required, BANA denies them. BANA denies
13 that BANA’s customer service department offered Payton “no meaningful response
14 or assistance for almost four months” and denies that it “stymied Payton’s efforts at
15 nearly every turn.” The allegations in Paragraph 452 regarding BANA’s
16 investigation of Payton’s alleged unauthorized transaction claim and obligations
17 under relevant law state legal conclusions to which no response is required. To the
18 extent a response is required, BANA denies them. BANA lacks knowledge and
19 information sufficient to admit or deny the remaining allegations in Paragraph 452,
20 and therefore denies them.

21 453. BANA denies that Pena began receiving EDD unemployment benefits
22 through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that
23 transactions totaling at least \$2,400 took place on Pena’s EDD Prepaid Debit Card
24 Account in September 2020, and denies that Pena experienced fraud or unauthorized
25 transactions on his EDD Prepaid Debit Card Account. BANA denies that Pena
26 contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in
27 September 2020, and therefore denies the allegations about what a BANA prepaid
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1 debit card call center representative told him in response. BANA denies that Pena
2 ever filed an alleged unauthorized transaction or error claim with BANA concerning
3 any alleged fraudulent activity on his EDD Prepaid Debit Card Account. BANA
4 denies that Pena's EDD Prepaid Debit Card Account was frozen in September 2020.
5 BANA denies that Pena's EDD Prepaid Debit Card Account has not been unfrozen
6 since September 2020. The allegations regarding the legality of the alleged freeze
7 on Pena's EDD Prepaid Debit Account state legal conclusions to which no response
8 is required. To the extent a response is required, BANA denies them. BANA admits
9 that it has not credited Pena's EDD Prepaid Debit Card Account since September
10 2020. BANA lacks knowledge and information sufficient to admit or deny the
11 remaining allegations in Paragraph 453, and therefore denies them.

12 454. BANA denies that Perez began receiving EDD unemployment benefits
13 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that
14 transactions totaling approximately \$14,000 took place on Perez's EDD Prepaid
15 Debit Card Account in the 60 days prior to September 2020. BANA admits that
16 Perez contacted BANA to report alleged unauthorized transactions on her EDD
17 Prepaid Debit Card Account in September 2020, but denies that those transactions
18 on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that
19 when Perez contacted BANA to report the allegedly unauthorized transactions on her
20 EDD Prepaid Debit Card Account, a BANA prepaid debit card call center
21 representative authenticated Perez as the caller and accessed and reviewed certain
22 information relating to Perez's EDD Prepaid Debit Card Account. BANA denies
23 that, in response to Perez's alleged unauthorized transaction claim, BANA "refused
24 to provide" Perez with information, documentation, and credit. BANA denies that it
25 never credited Perez's EDD Prepaid Debit Card Account. BANA denies that it failed
26 to provide any additional notification, in writing or otherwise, as to how it reached
27 its conclusion in investigating Perez's alleged unauthorized transaction claim.

1 BANA denies that Perez's EDD Prepaid Debit Card Account was frozen or blocked
2 in September 2020, and therefore denies that a freeze or block prevented Perez from
3 accessing her EDD Prepaid Debit Card Account in September 2020. BANA denies
4 that Perez contacted BANA to inquire about why a freeze or block was placed on her
5 EDD Prepaid Debit Card Account in September 2020, and therefore denies the
6 allegations about what a BANA prepaid debit card call center representative told her
7 in response. BANA admits Perez did not receive information over the telephone or
8 any additional information as to why a freeze was placed on Perez's EDD Prepaid
9 Debit Card Account in September 2020 because there was not a freeze on Perez's
10 EDD Prepaid Debit Card Account in September 2020. BANA denies that, since
11 September 2020, BANA has not sent Perez any information or documents, or
12 provided Perez with access to her EDD Prepaid Debit Card Account. BANA lacks
13 knowledge and information sufficient to admit or deny the remaining allegations in
14 Paragraph 454, and therefore denies them.

15 455. [Removed]

16 456. BANA denies that Perkins began receiving EDD unemployment
17 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
18 admits that transactions totaling at least \$13,000 took place on Perkins's EDD
19 Prepaid Debit Card Account in the 60 days prior to December 2020, but denies that
20 these transactions on his EDD Prepaid Debit Card Account in the 60 days prior to
21 December 2020 were unauthorized. BANA admits that Perkins contacted BANA to
22 report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account
23 in December 2020. BANA admits that when Perkins contacted BANA to report the
24 allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a
25 BANA prepaid debit card call center representative authenticated Perkins as the
26 caller and accessed and reviewed certain information relating to Perkins's EDD
27 Prepaid Debit Card Account. BANA denies that it never credited Perkins's EDD
28

1 Prepaid Debit Card Account. BANA denies that it failed to provide any additional
2 notification, in writing or otherwise, as to how it reached its conclusion in
3 investigating Perkins's alleged unauthorized transaction claim. BANA denies that,
4 in response to Perkins's alleged unauthorized transaction claim, BANA "refused to
5 provide" Perkins with information, documentation, and credit. BANA denies that
6 BANA prepaid debit card call center representatives "continuously told him to
7 contact EDD to resolve his issue." BANA admits that Perkins's EDD Prepaid Debit
8 Card Account was frozen in December 2020. BANA admits that Perkins contacted
9 BANA to inquire about the status of his EDD Prepaid Debit Card Account in
10 December 2020. BANA denies that a BANA prepaid debit card call center
11 representative failed to provide information over the telephone or any additional
12 information as to why a freeze was placed on Perkins's EDD Prepaid Debit Card
13 Account. BANA denies that it has not sent Perkins any information or documents
14 concerning his EDD Prepaid Debit Card Account, denies that it has not credited his
15 EDD Prepaid Debit Card Account, and denies that it has not unfrozen his EDD
16 Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to
17 admit or deny the remaining allegations in Paragraph 456, and therefore denies them.

18 457. [Removed]

19 458. [Removed]

20 459. BANA denies that D. Pitts began receiving EDD unemployment
21 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
22 admits that transactions totaling at least \$500 took place on D. Pitts's EDD Prepaid
23 Debit Card Account in July 2020, but denies that these transactions on his EDD
24 Prepaid Debit Card Account in July 2020 were unauthorized. BANA denies that D.
25 Pitts contacted BANA to report alleged fraud on his EDD Prepaid Debit Card
26 Account in July 2020, and therefore denies the allegations about what a BANA
27 prepaid debit card call center representative told him in response. BANA admits that

1 transactions totaling at least \$30 took place on D. Pitts's EDD Prepaid Debit Card
2 Account in August 2020, but denies that these transactions on his EDD Prepaid Debit
3 Card Account in August 2020 were unauthorized. BANA denies that D. Pitts
4 contacted BANA in August 2020, and therefore denies the allegations about what a
5 BANA prepaid debit card call center representative told him in response. BANA
6 admits that transactions totaling at least \$600 took place on D. Pitts's EDD Prepaid
7 Debit Card Account in October 2020, but denies that these transactions on his EDD
8 Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that
9 D. Pitts contacted BANA in October 2020, and therefore denies the allegations about
10 what a BANA prepaid debit card call center representative told him in response.
11 BANA admits that transactions totaling at least \$430 took place on D. Pitts's EDD
12 Prepaid Debit Card Account in April 2021, but denies that these transactions on his
13 EDD Prepaid Debit Card Account in April 2021 were unauthorized. BANA admits
14 that D. Pitts contacted BANA to report alleged fraud on his EDD Prepaid Debit Card
15 Account in April 2021. BANA admits that when D. Pitts contacted BANA to report
16 the allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a
17 BANA prepaid debit card call center representative said BANA would issue him a
18 replacement Card, but denies that the BANA prepaid debit card call center
19 representative said BANA would "freeze" D. Pitts's EDD Prepaid Debit Card
20 Account. BANA denies that D. Pitts's EDD Prepaid Debit Card Account was ever
21 frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever
22 unfrozen. BANA denies that it credited D. Pitts's EDD Prepaid Debit Card Account
23 for \$80 total in July 2020 or May 2021, and denies that it only credited D. Pitts's
24 EDD Prepaid Debit Card Account for a total of \$80. BANA lacks knowledge and
25 information sufficient to admit or deny the remaining allegations in Paragraph 459,
26 and therefore denies them.

1 460. BANA admits that V. Pitts began receiving EDD unemployment
2 benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA
3 admits that transactions totaling at least \$1,800 took place on V. Pitts's EDD Prepaid
4 Debit Card Account in July 2020, but denies that these transactions on her EDD
5 Prepaid Debit Card Account in July 2020 were unauthorized. BANA admits that V.
6 Pitts contacted BANA to report alleged fraud on her EDD Prepaid Debit Card
7 Account in July 2020. BANA admits that when V. Pitts contacted BANA to report
8 the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a
9 BANA prepaid debit card call center representative said BANA would investigate
10 her alleged fraud claim. BANA denies that V. Pitts's EDD Prepaid Debit Card
11 Account was ever frozen, and therefore also denies her EDD Prepaid Debit Card
12 Account was ever unfrozen. BANA denies that it credited V. Pitts's EDD Prepaid
13 Debit Card Account for \$1,525.22 in August 2020, and avers that it credited V. Pitts's
14 EDD Prepaid Debit Card Account for \$1,635.40 in August 2020. BANA lacks
15 knowledge and information sufficient to admit or deny the remaining allegations in
16 Paragraph 460, and therefore denies them.

17 461. [Removed]

18 462. BANA admits that Pomeroy began receiving EDD unemployment
19 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
20 admits that transactions totaling at least \$1,600 took place on Pomeroy's EDD
21 Prepaid Debit Card Account in June 2020, but denies that these transactions on her
22 EDD Prepaid Debit Card Account in June 2020 were unauthorized. BANA admits
23 that when Pomeroy contacted BANA to report the allegedly unauthorized
24 transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card
25 call center representative authenticated Pomeroy as the caller and accessed and
26 reviewed certain information relating to Pomeroy's EDD Prepaid Debit Card
27 Account. BANA denies that, in response to Pomeroy's alleged unauthorized

1 transaction claim, BANA “refused to provide” Pomeroy with information,
2 documentation, and credit. BANA denies that it never credited Pomeroy’s EDD
3 Prepaid Debit Card Account. BANA denies that it failed to provide any additional
4 notification, in writing or otherwise, as to how it reached its conclusion in
5 investigating Pomeroy’s alleged unauthorized transaction claim. BANA denies that
6 every time Pomeroy contacted BANA, a BANA prepaid debit card call center
7 representative “would either tell her to talk to EDD or would abruptly end the call
8 without giving her any information, must less documents or credit.” BANA admits
9 that Pomeroy’s EDD Prepaid Debit Card Account was frozen in August 2020.
10 BANA denies that Pomeroy’s EDD Prepaid Debit Card Account was unfrozen in
11 December 2020, but avers that Pomeroy’s EDD Prepaid Debit Card Account was
12 unfrozen in October 2020. BANA admits that Pomeroy contacted BANA to inquire
13 about the status of her EDD Prepaid Debit Card Account in August 2020. BANA
14 lacks information and knowledge sufficient to admit or deny allegations regarding
15 unspecified calls, and therefore denies them. BANA denies that it never provided
16 Pomeroy any additional or information regarding the alleged freeze on her Prepaid
17 Debit Card Account. BANA lacks knowledge and information sufficient to admit or
18 deny the remaining allegations in Paragraph 462, and therefore denies them.

19 463. [Removed]

20 464. [Removed]

21 465. BANA denies that Quesada began receiving EDD unemployment
22 benefits through a BANA-issued EDD Prepaid Debit Card in November 2020.
23 BANA admits that transactions totaling at least \$600 took place on Quesada’s EDD
24 Prepaid Debit Card Account in December 2020, but denies that these transactions on
25 his EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA
26 admits that Quesada contacted BANA to report alleged fraud on her EDD Prepaid
27 Debit Card Account in December 2020. BANA admits that when Quesada contacted

1 BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit
2 Card Account, a BANA prepaid debit card call center representative said BANA
3 would issue her a replacement Card, but denies that the BANA prepaid debit card
4 call center representative said BANA would “freeze” Quesada’s EDD Prepaid Debit
5 Card Account and denies that the BANA prepaid debit card call center representative
6 said the papers were required for BANA to consider her alleged unauthorized
7 transaction claim. BANA admits that Quesada’s EDD Prepaid Debit Card Account
8 was frozen in December 2020. BANA denies that Quesada’s EDD Prepaid Debit
9 Card Account was unfrozen in May 2021, but avers that Quesada’s EDD Prepaid
10 Debit Card Account was unfrozen in March 2021 and then blocked until May 3, 2021.
11 BANA admits that it credited Quesada’s EDD Prepaid Debit Card Account for \$600
12 in May 2021. BANA lacks knowledge and information sufficient to admit or deny
13 the remaining allegations in Paragraph 465, and therefore denies them.

14 466. [Removed]

15 467. BANA denies that Raiff began receiving EDD unemployment benefits
16 through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA denies
17 that Raiff’s EDD Prepaid Debit Card Account was frozen or blocked from December
18 2020 until February 2021, and therefore denies that a freeze or block prevented Raiff
19 from accessing her EDD Prepaid Debit Card Account from December 2020 until
20 February 2021. BANA denies that Raiff contacted BANA in December 2020 or
21 January 2021, and therefore denies the allegations about what a BANA prepaid debit
22 card call center representative told her in response. BANA denies that Raiff
23 contacted BANA to inquire about a freeze or block placed on her EDD Prepaid Debit
24 Card Account or to request additional information regarding an alleged freeze or
25 block in February 2021, and therefore denies the allegations about what a BANA
26 prepaid debit card call center representative told her in response. BANA admits that
27 a Raiff did not receive information over the telephone or any additional information

1 as to why a freeze or block was placed on Raiff's EDD Prepaid Debit Card Account
2 in February 2021 because there was not a freeze or block on Raiff's EDD Prepaid
3 Debit Card Account for Raiff to contact BANA in regards to in February 2021.
4 BANA denies that Raiff contacted BANA to report a problem with her EDD Prepaid
5 Debit Card Account, and therefore denies the allegations about what a BANA prepaid
6 debit card call center representative told her in response. BANA denies that it
7 credited Raiff's EDD Prepaid Debit Card Account for \$3,000 in February 2021.
8 BANA denies that Raiff contacted BANA to inquire about an "incorrect" credit
9 amount on her EDD Prepaid Debit Card Account in and to inform BANA that "she
10 was missing at least an additional \$3,000" in February 2021, and therefore denies the
11 allegations about what a BANA prepaid debit card call center representative told her
12 in response. BANA denies that it never credited Raiff's EDD Prepaid Debit Card
13 Account. BANA lacks knowledge and information sufficient to admit or deny the
14 remaining allegations in Paragraph 467, and therefore denies them.

15 468. [Removed]

16 469. [Removed]

17 470. BANA admits that Rima-Fleurima began receiving EDD
18 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April
19 2020. BANA denies that there was ever a freeze or block on Rima-Fleurima's EDD
20 Prepaid Debit Card Account, and therefore denies that a freeze or block ever
21 prevented Rima-Fleurima from accessing his EDD Prepaid Debit Card Account.
22 BANA denies that Rima-Fleurima contacted BANA to inquire about the status of his
23 EDD Prepaid Debit Card Account or to request additional information,
24 documentations, or access to his funds in May 2021, and therefore denies the
25 allegations about what a BANA prepaid debit card call center representative told him
26 in response, and denies that BANA failed to respond to any alleged request for
27 information or documentation. BANA lacks knowledge and information sufficient

1 to admit or deny the remaining allegations in Paragraph 470, and therefore denies
2 them.

3 471. BANA admits that Ritchey began receiving EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card in December 2020.
5 BANA admits that transactions totaling at least \$8,000 took place on Ritchey's EDD
6 Prepaid Debit Card Account in January 2021, but denies that these transactions on
7 her EDD Prepaid Debit Card Account in January 2021 were unauthorized. BANA
8 admits that Ritchey logged into her online EDD Prepaid Debit Card Account in
9 January 2021. BANA admits that Ritchey contacted BANA to report alleged fraud
10 on her EDD Prepaid Debit Card Account in January 2021. BANA admits that when
11 Ritchey contacted BANA to report the allegedly unauthorized transactions on her
12 EDD Prepaid Debit Card Account, a BANA prepaid debit card call center
13 representative said BANA would issue her a replacement Card. BANA denies that
14 when Ritchey contacted BANA to report the allegedly unauthorized transactions on
15 her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center
16 representative said BANA would send her paperwork to fill out that would "fix her
17 issue." BANA denies that it never issued Ritchey a replacement Card. BANA admits
18 that Ritchey's EDD Prepaid Debit Card Account was unfrozen in January 2021.
19 BANA denies that it deactivated Ritchey's EDD Prepaid Debit Card Account in
20 February 2021. BANA denies that Ritchey's EDD Prepaid Debit Card Account has
21 not been unfrozen since January 2021, and avers that Ritchey's EDD Prepaid Debit
22 Card Account was unfrozen on March 18, 2021 and then blocked until July 21, 2021.
23 BANA admits that it has not credited Ritchey's EDD Prepaid Debit Card Account
24 since January 2021. BANA lacks knowledge and information sufficient to admit or
25 deny the remaining allegations in Paragraph 471, and therefore denies them.

26 472. [Removed]
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1 473. BANA denies that Roa began receiving EDD unemployment benefits
2 through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that
3 Roa's EDD Prepaid Debit Card Account was frozen or blocked in January 2021, and
4 therefore denies that a freeze or block prevented Roa from accessing his EDD Prepaid
5 Debit Card Account in January 2021. BANA denies that Roa contacted BANA to
6 inquire about the status of his EDD Prepaid Debit Card Account in January 2021,
7 and therefore denies the allegations about what a BANA prepaid debit card call center
8 representative told him in response. BANA denies that there was a freeze or block
9 on Roa's account in January 2021, and therefore BANA admits that Roa did not
10 receive information over the telephone or any additional information as to why a
11 freeze or block was placed on Roa's EDD Prepaid Debit Card Account in January
12 2021. BANA denies that Roa contacted BANA "almost every day" to inquire about
13 the status of his EDD Prepaid Debit Card Account from January 2021 to April 2021,
14 and therefore denies the allegations about what a BANA prepaid debit card call center
15 representative told him in response, and denies that BANA refused to provide or
16 failed to respond to any alleged request for information or documentation. BANA
17 lacks knowledge and information sufficient to admit or deny the remaining
18 allegations in Paragraph 473, and therefore denies them.

19 474. BANA denies that Robinson began receiving EDD unemployment
20 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
21 denies that any transactions took place on Robinson's EDD Prepaid Debit Card
22 Account in the 60 days prior to March 2020, and denies that any alleged unauthorized
23 transactions occurred on Robinson's EDD Prepaid Debit Card Account. BANA
24 denies that Robinson contacted BANA to report unauthorized transactions on her
25 EDD Prepaid Debit Card Account in March 2020, and therefore denies the
26 allegations about what a BANA prepaid debit card call center representative told her
27 in response. BANA denies that Robinson ever filed an alleged unauthorized
28

1 transaction or error claim with BANA concerning any alleged fraudulent activity on
2 her EDD Prepaid Debit Card Account. BANA admits that it never credited
3 Robinson's account based on or provided information concerning its investigation of
4 an alleged unauthorized transaction claim because Robinson never contacted BANA
5 regarding or filed an alleged unauthorized transaction or error claim. BANA lacks
6 knowledge and information sufficient to admit or deny the remaining allegations in
7 Paragraph 474, and therefore denies them.

8 475. [Removed]

9 476. [Removed]

10 477. BANA denies that Rodriguez began receiving EDD unemployment
11 benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA
12 denies that any transactions took place on Rodriguez's EDD Prepaid Debit Card
13 Account in January 2021, and denies that Rodriguez experienced fraud or
14 unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies
15 that Rodriguez contacted BANA in January 2021, and therefore denies the
16 allegations about what a BANA prepaid debit card call center representative told her
17 in response. BANA denies that Rodriguez's EDD Prepaid Debit Card Account was
18 frozen in January 2021. BANA denies that Rodriguez's EDD Prepaid Debit Card
19 Account was unfrozen in April 2021. The allegations regarding the legality of the
20 alleged freezes on Rodriguez's EDD Prepaid Debit Account state legal conclusions
21 to which no response is required. To the extent a response is required, BANA denies
22 them. BANA admits that it temporarily credited Rodriguez's EDD Prepaid Debit
23 Card Account for \$800 in April 2021 and then reversed that temporary credit on May
24 17, 2021.. BANA denies that Rodriguez ever had a balance of negative \$797.13, but
25 avers that Rodriguez had a balance of negative \$800. BANA admits that it credited
26 Rodriguez's EDD Prepaid Debit Card Account for \$2.85 in June 2021. BANA lacks
27

1 knowledge and information sufficient to admit or deny the remaining allegations in
2 Paragraph 477, and therefore denies them.

3 478. BANA admits that Rojas de Charolet received EDD unemployment
4 benefits through a BANA-issued EDD Prepaid Debit Card. BANA admits that it
5 issued Rojas de Charolet an EDD Prepaid Debit Card with a magnetic stripe in
6 accordance with the terms of BANA's contract with EDD to access her EDD
7 unemployment benefits. BANA admits that an ATM withdrawal for \$700 took place
8 on Rojas de Charolet's EDD Prepaid Debit Card Account on May 21, 2020. BANA
9 admits that an ATM withdrawal for \$983 at a Wells Fargo ATM took place on Rojas
10 de Charolet's EDD Prepaid Debit Card Account on May 30, 2020, but denies that
11 this ATM withdrawal on her EDD Prepaid Debit Card Account on May 30, 2020 was
12 unauthorized. BANA admits that an ATM withdrawal for \$1,000 at a BANA ATM
13 took place on Rojas de Charolet's EDD Prepaid Debit Card Account on May 31,
14 2020, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account
15 on May 31, 2020 was unauthorized. BANA admits that an ATM withdrawal for
16 \$1,000 at a BANA ATM took place on Rojas de Charolet's EDD Prepaid Debit Card
17 Account on June 1, 2020, but denies that this ATM withdrawal on her EDD Prepaid
18 Debit Card Account on June 1, 2020 was unauthorized. BANA admits that an ATM
19 withdrawal for \$483 at a Citibank ATM took place on Rojas de Charolet's EDD
20 Prepaid Debit Card Account on June 2, 2020, but denies that this ATM withdrawal
21 on her EDD Prepaid Debit Card Account on June 2, 2020 was unauthorized. BANA
22 admits that an ATM withdrawal for \$500 took place on Rojas de Charolet's EDD
23 Prepaid Debit Card Account on June 2, 2020. BANA denies that Rojas de Charolet
24 contacted BANA to report alleged identity theft on her EDD Prepaid Debit Card
25 Account on June 2, 2020, but avers that Rojas de Charolet contacted BANA to report
26 allegedly unauthorized transactions on her EDD Prepaid Debit Card Account on June
27 2, 2020. BANA denies that when Rojas de Charolet contacted BANA to report the

1 alleged identity theft on her EDD Prepaid Debit Card Account, a BANA prepaid
2 debit card call center representative “acknowledged that high numbers of theft were
3 being reported” and that she “needed to call another number to process her ID theft
4 claim.” BANA denies that Rojas de Charolet contacted BANA to report the alleged
5 fraud on her EDD Prepaid Debit Card Account on any day other than June 2, 2020,
6 and therefore denies any allegations about the substance of any alleged calls taking
7 place after June 2, 2020 and about any actions BANA took during those calls, but
8 admits that Rojas de Charolet’s EDD Prepaid Debit Card Account was suspended
9 based on her request on June 2, 2020. BANA denies that BANA ever received a
10 completed FTC fraud affidavit from Rojas de Charolet. BANA denies that Rojas de
11 Charolet had money stolen from her EDD Prepaid Debit Card Account, but admits
12 that BANA has not credited her for the transactions referenced in Paragraph 478.
13 BANA denies that BANA received a letter from Rojas de Charolet dated on or about
14 September 24, 2020. BANA lacks knowledge and information sufficient to admit or
15 deny the remaining allegations in Paragraph 478, and therefore denies them.

16 479. BANA denies that Rodriguez Romo began receiving EDD
17 unemployment benefits through a BANA-issued EDD Prepaid Debit Card in
18 February 2021. BANA admits that transactions totaling at least \$1,000 took place
19 on Rodriguez Romo’s EDD Prepaid Debit Card Account in March 2021, but denies
20 that these transactions on his EDD Prepaid Debit Card Account in March 2021 were
21 unauthorized. BANA admits that Rodriguez Romo contacted BANA to report
22 alleged fraud on his EDD Prepaid Debit Card Account in March 2021. BANA denies
23 that when Rodriguez Romo contacted BANA to report the allegedly unauthorized
24 transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card
25 call center representative said they were “unable to help him” and that he “need to
26 contact EDD to resolve his issue.” BANA denies that Rodriguez Romo’s EDD
27 Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD
28

1 Prepaid Debit Card Account was ever unfrozen. BANA denies that it credited
2 Rodriguez Romo's EDD Prepaid Debit Card Account for \$1,003 in April 2021, but
3 avers that it credited Rodriguez Romo's EDD Prepaid Debit Card Account for \$1,000
4 in April 2021. BANA lacks knowledge and information sufficient to admit or deny
5 the remaining allegations in Paragraph 479, and therefore denies them.

6 480. BANA denies that Royston began receiving EDD unemployment
7 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
8 admits that transactions totaling at least \$1,400 took place on Royston's EDD Prepaid
9 Debit Card Account in September 2020, but denies that these transactions on her
10 EDD Prepaid Debit Card Account in September 2020 were unauthorized. BANA
11 denies that Royston contacted BANA to report alleged fraud on her EDD Prepaid
12 Debit Card Account in September 2020, and therefore denies the allegations about
13 what a BANA prepaid debit card call center representative told her in response.
14 BANA denies that Royston's EDD Prepaid Debit Card Account was frozen in
15 October 2020, but avers that Royston's EDD Prepaid Debit Card Account was frozen
16 on September 29, 2020. BANA denies that Royston's EDD Prepaid Debit Card
17 Account was not unfrozen after the September 29, 2020 freeze. BANA denies that
18 it credited Royston's EDD Prepaid Debit Card Account for approximately \$1,400 in
19 September 2020, and therefore also denies that it ever reversed the alleged September
20 2020 credit. BANA lacks knowledge and information sufficient to admit or deny the
21 remaining allegations in Paragraph 480, and therefore denies them.

22 481. BANA denies that Salaz began receiving EDD unemployment benefits
23 through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that
24 transactions totaling at least \$11,000 took place on Salaz's EDD Prepaid Debit Card
25 Account in the 60 days prior to August 2020, but denies that these transactions on
26 her EDD Prepaid Debit Card Account in the 60 days prior to August 2020 were
27 unauthorized. BANA denies that Salaz contacted BANA to report allegedly

1 unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020,
2 but avers that Salaz contacted BANA to report alleged fraud on her EDD Prepaid
3 Debit Card Account in July 2020. BANA admits that when Salaz contacted BANA
4 to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card
5 Account, a BANA prepaid debit card call center representative authenticated Salaz
6 as the caller and accessed and reviewed certain information relating to Salaz's EDD
7 Prepaid Debit Card Account. BANA denies that, in response to Salaz's alleged
8 unauthorized transaction claim, BANA "refused" to provide Salaz with information
9 or documentation. BANA denies that it never credited Salaz's EDD Prepaid Debit
10 Card Account. BANA denies that it failed to provide any additional notification, in
11 writing or otherwise, as to how it reached its conclusion in investigating Salaz's
12 alleged unauthorized transaction claim. BANA admits that Salaz's EDD Prepaid
13 Debit Card Account was frozen in September. BANA admits that Salaz contacted
14 BANA to inquire about the status of her EDD Prepaid Debit Card Account in
15 September 2020. BANA denies that, in response, a BANA prepaid debit card call
16 center representative failed to provide information over the telephone, and denies that
17 BANA has never provided any additional information as to why a freeze was placed
18 on Salaz's EDD Prepaid Debit Card Account. BANA lacks knowledge and
19 information sufficient to admit or deny the remaining allegations in Paragraph 481,
20 and therefore denies them.

21 482. BANA denies that Salazar began receiving EDD unemployment
22 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
23 denies that transactions totaling at least \$4,000 took place on Salazar's EDD Prepaid
24 Debit Card Account in December 2020, and denies that Salazar experienced fraud or
25 unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies
26 that Salazar contacted BANA or reported alleged fraud in December 2020, and
27 therefore denies the allegations about what a BANA prepaid debit card call center
28

1 representative told him in response. BANA denies that Salazar's EDD Prepaid Debit
2 Card Account was frozen in December 2020, and therefore denies that Salazar's EDD
3 Prepaid Debit Card Account has not been unfrozen since December 2020. BANA
4 denies that it credited Salazar's EDD Prepaid Debit Card Account for \$5,000 in April
5 2021. BANA lacks knowledge and information sufficient to admit or deny the
6 remaining allegations in Paragraph 482, and therefore denies them.

7 483. BANA denies that Saldate began receiving EDD unemployment
8 benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA
9 denies that Saldate's EDD Prepaid Debit Card Account was frozen or blocked in
10 November 2020, and therefore denies that a freeze or block prevented Saldate from
11 accessing his EDD Prepaid Debit Card Account in November 2020. BANA denies
12 that Saldate contacted BANA to inquire about the status of his EDD Prepaid Debit
13 Card Account in November 2020, and therefore denies the allegations about what a
14 BANA prepaid debit card call center representative told him in response. BANA
15 denies that there was a freeze or block on his EDD Prepaid Debit Card Account in
16 November 2020, therefore BANA admits that Saldate did not receive information
17 over the telephone or any additional information as to why a freeze or block was
18 placed on Saldate's EDD Prepaid Debit Card Account in November 2020. BANA
19 denies that Saldate contacted BANA "more than 30 times" to inquire about the status
20 of his EDD Prepaid Debit Card Account, and denies that he was forced to be on hold
21 for approximately 1-2 hours at a time. BANA denies that any freeze or block was
22 ever placed on Saldate's EDD Prepaid Debit Card Account, and therefore BANA did
23 not provide him with information or documentation concerning any alleged freeze or
24 block because there was none. BANA lacks knowledge and information sufficient
25 to admit or deny the remaining allegations in Paragraph 483, and therefore denies
26 them.

484. BANA denies that Schmidt began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits that transactions totaling at least \$400 took place on Schmidt's EDD Prepaid Debit Card Account in October 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that Schmidt contacted BANA to report fraud on his EDD Prepaid Debit Card Account in October 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Schmidt ever filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on his EDD Prepaid Debit Card Account. BANA denies that, in October 2020, a BANA prepaid debit card call center representative told Schmidt that they would issue him a replacement EDD Prepaid Debit Card. BANA denies that it credited Schmidt's EDD Prepaid Debit Card Account \$1,000 in April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 484, and therefore denies them.

485. BANA denies that Schmitz began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that BANA blocked Schmitz's EDD Prepaid Debit Card Account in March 2021, and avers that BANA only blocked and unblocked Schmitz's EDD Prepaid Debit Card Account on March 8, 2021. BANA admits that Schmitz contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account and to request additional information regarding the block in March 2021. BANA denies that it failed to provide Schmitz information over the phone or additional information as to why his EDD Prepaid Debit Card Account was blocked. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 485, and therefore denies them.

486. [Removed]

1 487. [Removed]

2 488. BANA admits that Silva began receiving EDD unemployment benefits
3 through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that
4 there was a block placed on Silva's EDD Prepaid Debit Card Account on March 22,
5 2021. BANA admits that Silva contacted BANA to inquire about the status of her
6 EDD Prepaid Debit Card Account on March 22, 2021. BANA denies that a BANA
7 prepaid debit card call center representative failed to provide information over the
8 telephone or any additional information as to why a block was placed on Silva's EDD
9 Prepaid Debit Card Account, and avers that Silva's EDD Prepaid Debit Card Account
10 was unblocked the next day, on March 23, 2021. BANA lacks knowledge and
11 information sufficient to admit or deny the remaining allegations in Paragraph 488,
12 and therefore denies them.

13 489. [Removed]

14 490. BANA denies that Sims began receiving EDD unemployment benefits
15 through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits
16 that transactions totaling at least \$2,000 took place on Sims's EDD Prepaid Debit
17 Card Account between August and September 2020, but denies that these
18 transactions on his EDD Prepaid Debit Card Account between August and September
19 2020 were unauthorized. BANA admits that Sims contacted BANA to report alleged
20 fraud on his EDD Prepaid Debit Card Account in September 2020. BANA denies
21 that, in response to Sim's alleged unauthorized transaction claim, BANA prepaid
22 debit card call center representatives "refused" to give him an answer and "more
23 often than not" dropped his calls. BANA denies Sims's EDD Prepaid Debit Card
24 Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card
25 Account was ever unfrozen. BANA denies that it has not credited Sims's EDD
26 Prepaid Debit Card Account since September 2020. BANA lacks knowledge and
27

1 information sufficient to admit or deny the remaining allegations in Paragraph 490,
2 and therefore denies them.

3 491. [Removed]

4 492. [Removed]

5 493. [Removed]

6 494. [Removed]

7 495. [Removed]

8 496. BANA denies that Stidham began receiving EDD unemployment
9 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
10 admits that transactions totaling at least \$19,000 took place on Stidham's EDD
11 Prepaid Debit Card Account in October 2020, but denies that these transactions on
12 her EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA
13 denies that Stidham contacted BANA to report alleged fraud on her EDD Prepaid
14 Debit Card Account in October 2020, but avers that Stidham contacted BANA to
15 report alleged fraud on her EDD Prepaid Debit Card Account in September 2020.
16 BANA denies that, in response to Stidham's alleged unauthorized transaction claim,
17 a BANA prepaid debit card call center representative told her to "resolve her issue
18 with EDD." BANA lacks knowledge and information sufficient to admit or deny the
19 remaining allegations in Paragraph 496, and therefore denies them.

20 497. BANA denies that Talia began receiving EDD unemployment benefits
21 through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that
22 Talia's EDD Prepaid Debit Card Account had a balance of approximately \$11,000 in
23 August 2020. BANA admits that Talia's EDD Prepaid Debit Card Account was
24 frozen in September 2020 at the instruction of the EDD, but denies that Talia's EDD
25 Prepaid Debit Card Account was frozen without explanation or notice. BANA denies
26 that Talia contacted BANA to inquire about the status of his EDD Prepaid Debit Card
27 Account in September 2020, but avers that he contacted BANA to inquire about the

1 status of his EDD Prepaid Debit Card Account in October 2020. BANA denies that,
2 in response to Talia's inquiry, a BANA prepaid debit card call center representative
3 failed to provide information over the telephone or any additional information as to
4 why a freeze was placed on Talia's EDD Prepaid Debit Card Account. BANA denies
5 that Talia contacted BANA "hundreds of times" requesting information about the
6 freeze on his EDD Prepaid Debit Card Account. BANA denies that, in response to
7 Talia's inquiry, BANA prepaid debit card call center representatives only responses
8 were for him to "call EDD." BANA denies that it has not unfrozen his EDD Prepaid
9 Debit Card Account since April 2021. BANA admits that it has not credited Talia's
10 EDD Prepaid Debit Card Account for an alleged unauthorized transaction claim or
11 related fees because such a claim was never made, but denies that Talia's EDD
12 Prepaid Debit Card Account has not received credits or deposits since April 2021.
13 BANA lacks knowledge and information sufficient to admit or deny the remaining
14 allegations in Paragraph 497, and therefore denies them.

15 498. BANA denies that Tamayo began receiving EDD unemployment
16 benefits through a BANA-issued EDD Prepaid Debit Card in December 2019.
17 BANA admits that transactions totaling at least \$160 took place on Tamayo's EDD
18 Prepaid Debit Card Account in December 2020, but denies that these transactions on
19 his EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA
20 admits that Tamayo contacted BANA to report alleged fraud on his EDD Prepaid
21 Debit Card Account in December 2020. BANA denies that, in response to his alleged
22 unauthorized transaction claim, BANA prepaid debit card call center representatives
23 would transfer him between departments and eventually dropped his call. BANA
24 admits that Tamayo's EDD Prepaid Debit Card Account was frozen in December
25 2020. BANA denies that Tamayo's EDD Prepaid Debit Card Account was unfrozen
26 in January 2021, but avers that Tamayo's EDD Prepaid Debit Card Account was
27 unfrozen in March 2021 and then blocked until April 5, 2021. BANA denies that it

1 credited Tamayo's EDD Prepaid Debit Card Account for \$1,800 in January 2021.
2 BANA lacks knowledge and information sufficient to admit or deny the remaining
3 allegations in Paragraph 498, and therefore denies them.

4 499. BANA admits that M. Taylor began receiving EDD unemployment
5 benefits through a BANA-issued EDD Prepaid Debit Card in February 2021. BANA
6 admits that an ATM withdrawal for \$1,000 took place on M. Taylor's EDD Prepaid
7 Debit Card Account in February 2021, but denies that this ATM withdrawal on her
8 EDD Prepaid Debit Card Account in February 2021 was unauthorized. BANA
9 admits that M. Taylor contacted BANA to report alleged fraud on her EDD Prepaid
10 Debit Card Account in February 2021. BANA denies that, in response to her alleged
11 unauthorized transaction claim, a BANA prepaid debit card call center representative
12 told her to "resolve her issue with EDD." BANA admits that M. Taylor's EDD
13 Prepaid Debit Card Account was frozen in February 2021. The allegations regarding
14 the legality of the alleged freezes on M. Taylor's EDD Prepaid Debit Account state
15 legal conclusions to which no response is required. To the extent a response is
16 required, BANA denies them. BANA denies that M. Taylor's EDD Prepaid Debit
17 Card Account was unfrozen in May 2021, but avers that M. Taylor's EDD Prepaid
18 Debit Card Account was unfrozen in April 2021. BANA admits that it credited M.
19 Taylor's EDD Prepaid Debit Card Account for \$1,000 in June 2021. BANA lacks
20 knowledge and information sufficient to admit or deny the remaining allegations in
21 Paragraph 499, and therefore denies them.

22 500. BANA denies that T. Taylor began receiving EDD unemployment
23 benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA
24 admits that transactions totaling at least \$500 took place on T. Taylor's EDD Prepaid
25 Debit Card Account in December 2020, but denies that these transactions on her EDD
26 Prepaid Debit Card Account in December 2020 were unauthorized. BANA admits
27 that T. Taylor contacted BANA to report alleged fraud on her EDD Prepaid Debit
28

1 Card Account in December 2020. BANA denies that, in response to her alleged
2 unauthorized transaction claim, a BANA prepaid debit card call center representative
3 told her to “contact EDD to resolve her issue.” BANA admits that T. Taylor’s EDD
4 Prepaid Debit Card Account was frozen in December 2020. BANA denies that it
5 unfroze T. Taylor’s EDD Prepaid Debit Card Account in May 2021, but avers that
6 her EDD Prepaid Debit Card Account was unfrozen in February 2021. BANA denies
7 that it has not credited T. Taylor’s EDD Prepaid Debit Card Account since December
8 2020. BANA lacks knowledge and information sufficient to admit or deny the
9 remaining allegations in Paragraph 500, and therefore denies them.

10 501. BANA denies that Tonna began receiving EDD unemployment benefits
11 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that
12 transactions totaling approximately \$25,000 took place on Tonna’s EDD Prepaid
13 Debit Card Account between March and October 2020. BANA denies that Tonna
14 contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in
15 October 2020, and therefore denies the allegations about what a BANA prepaid debit
16 card call center representative told him in response. BANA admits that Tonna’s EDD
17 Prepaid Debit Card Account was frozen in December 2020. The allegations
18 regarding the legality of the alleged freeze on Tonna’s EDD Prepaid Debit Account
19 state legal conclusions to which no response is required. To the extent a response is
20 required, BANA denies them. BANA denies that it unfroze Tonna’s EDD Prepaid
21 Debit Card Account in April 2021, but avers that it unfroze his EDD Prepaid Debit
22 Card Account in March 2021. BANA denies that is has not credited Tonna’s EDD
23 Prepaid Debit Card Account since October 2020. BANA lacks knowledge and
24 information sufficient to admit or deny the remaining allegations in Paragraph 501,
25 and therefore denies them.

26 502. BANA admits that Trammel began receiving EDD unemployment
27 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
28

1 admits that transactions totaling approximately \$825 took place on Trammel's EDD
2 Prepaid Debit Card Account in March 2021, but denies that these transactions on her
3 EDD Prepaid Debit Card Account in March 2021 were unauthorized. BANA admits
4 that Trammel contacted BANA to report alleged fraud on her EDD Prepaid Debit
5 Card Account on March 8, 2021. BANA denies that, in response to her alleged
6 unauthorized transaction claim, a BANA prepaid debit card call center representative
7 told her to "call back in a few days to apply for provisional credit." BANA admits
8 that Trammel's EDD Prepaid Debit Card Account was frozen in March 2021 and
9 avers that it was unfrozen that same month. BANA denies that it unfroze Trammel's
10 EDD Prepaid Debit Card Account in May 2021 because her EDD Prepaid Account
11 was not frozen in May 2021. BANA admits that it credited Trammel's EDD Prepaid
12 Debit Card Account in May 2021. BANA lacks knowledge and information
13 sufficient to admit or deny the remaining allegations in Paragraph 502, and therefore
14 denies them.

15 503. [Removed]

16 504. [Removed]

17 505. BANA admits that Turner began receiving EDD unemployment
18 benefits through a BANA-issued EDD Prepaid Debit Card in March 2021. BANA
19 denies that Turner's EDD Prepaid Debit Card Account was frozen or blocked in
20 March 2021, and therefore denies that a freeze or block prevented Turner from
21 accessing his EDD Prepaid Debit Card Account in March 2021. BANA denies that
22 Turner contacted BANA to inquire about the status of his EDD Prepaid Debit Card
23 Account in March 2021, and therefore denies the allegations about what a BANA
24 prepaid debit card call center representative told him in response. BANA admits that
25 Turner did not receive information over the telephone or any additional information
26 as to why a freeze or block was placed on Turner's EDD Prepaid Debit Card Account
27 in March 2021 because there was not a freeze or block on Turner's EDD Prepaid
28

1 Debit Card Account in March 2021 for Turner to contact BANA regarding. BANA
2 lacks knowledge and information sufficient to admit or deny the remaining
3 allegations in Paragraph 505, and therefore denies them.

4 506. BANA admits that Valadez received EDD unemployment benefits
5 through a BANA-issued EDD Prepaid Debit Card. BANA admits that transactions
6 took place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to
7 August 2020, but denies that these transactions on her EDD Prepaid Debit Card
8 Account in the 60 days prior to August 2020 were unauthorized. BANA denies that
9 Valadez contacted BANA in August 2020, and therefore denies the allegations about
10 what a BANA prepaid debit card call center representative told her in response.
11 BANA admits that it never credited Valadez's EDD Prepaid Debit Card Account for
12 the alleged transactions that took place on Valadez's EDD Prepaid Debit Card
13 Account in the 60 days prior to August 2020, but avers that Valadez did not contact
14 BANA to report those allegedly unauthorized transactions. BANA admits that
15 Valadez did not receive any additional notification, in writing or otherwise, as to how
16 it reached its conclusion after conducting a reasonable investigation or what
17 documents it relied upon because Valadez did not contact BANA to make an alleged
18 unauthorized transaction claim in August 2020. BANA admits that transactions took
19 place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to
20 November 2020, but denies that these transactions on her EDD Prepaid Debit Card
21 Account in the 60 days prior to November 2020 were unauthorized. BANA denies
22 that Valadez contacted BANA to report the allegedly unauthorized transactions on
23 her EDD Prepaid Debit Card Account in November 2020, and therefore denies the
24 allegations about what a BANA prepaid debit card call center representative told her
25 in response. BANA admits that it never credited Valadez's EDD Prepaid Debit Card
26 Account for the transactions that took place on Valadez's EDD Prepaid Debit Card
27 Account in the 60 days prior to November 2020, but avers that Valadez did not

1 contact BANA to report those allegedly unauthorized transactions. BANA admits
2 Valadez did not receive any additional notification, in writing or otherwise, as to how
3 it reached its conclusion after conducting a reasonable investigation or what
4 documents it relied upon because Valadez did not contact BANA to make an alleged
5 unauthorized transaction claim in November 2020. BANA denies that there was a
6 freeze or block on Valadez's EDD Prepaid Debit Card Account in January 2021, and
7 therefore denies that a freeze or block prevented Valadez from accessing her EDD
8 Prepaid Debit Card Account in January 2021. BANA denies that Valadez contacted
9 BANA to inquire about the status of her EDD Prepaid Debit Card Account in January
10 2021, and therefore denies the allegations about what a BANA prepaid debit card call
11 center representative told her in response. BANA admits that Valadez did not receive
12 information over the telephone or any additional information as to why a freeze or
13 block was placed on Valadez's EDD Prepaid Debit Card Account in January 2021
14 because there was not a freeze or block on Valadez's EDD Prepaid Debit Card
15 Account in January 2021. BANA lacks knowledge and information sufficient to
16 admit or deny the remaining allegations in Paragraph 506, and therefore denies them.

17 507. BANA denies that Valenzuela began receiving EDD unemployment
18 benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA
19 admits that transactions took place on Valenzuela's EDD Prepaid Debit Card
20 Account in October 2020, but denies that these transactions on his EDD Prepaid
21 Debit Card Account in October 2020 were unauthorized. BANA denies that
22 Valenzuela contacted BANA to report alleged fraud on his EDD Prepaid Debit Card
23 Account in October 2020, and therefore denies the allegations about what a BANA
24 prepaid debit card call center representative told him in response. BANA denies that
25 Valenzuela's EDD Prepaid Debit Card Account was ever frozen, and therefore also
26 denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA admits that
27 is has not temporarily credited Valenzuela's EDD Prepaid Debit Card Account since

1 October 2020, but avers that Valenzuela did not contact BANA to report the fraud
2 alleged in Paragraph 507. BANA lacks knowledge and information sufficient to
3 admit or deny the remaining allegations in Paragraph 507, and therefore denies them.

4 508. BANA denies that Vasquez began receiving EDD unemployment
5 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
6 admits that transactions for at least \$886 took place on Vasquez's EDD Prepaid Debit
7 Card Account in late November or early December 2020, but denies that these
8 transactions on his EDD Prepaid Debit Card Account in late November or early
9 December 2020 were unauthorized. BANA admits that Vasquez contacted BANA
10 to report alleged fraud on his EDD Prepaid Debit Card Account in December 2020.
11 BANA denies that, in response to his alleged unauthorized transaction claim, a
12 BANA prepaid debit card call center representative told Vasquez that they would
13 "freeze" his EDD Prepaid Debit Card Account and that he needed to go into a branch
14 to "verify his identification" to "call back in a few days to apply for provisional
15 credit." BANA denies that Vasquez's EDD Prepaid Debit Card Account was frozen
16 in December 2020. BANA denies that it unfroze Vasquez's EDD Prepaid Debit Card
17 Account in January 2021. BANA denies that it credited Vasquez's EDD Prepaid
18 Debit Card Account for \$357 in January 2021, but avers that it credited Vasquez's
19 EDD Prepaid Debit Card Account for \$311.65 on December 16, 2020. BANA admits
20 that the EDD stopped instructing BANA to deposit EDD unemployment benefits into
21 Vasquez's EDD Prepaid Debit Card Account, and avers that Vasquez's was
22 disqualified from EDD unemployment benefits by the EDD, which caused BANA to
23 freeze Vasquez's EDD Prepaid Debit Card Account on May 26, 2022 based on
24 information from EDD that Vasquez was not eligible for the benefits deposited into
25 his EDD Prepaid Debit Card Account. BANA lacks knowledge and information
26 sufficient to admit or deny the remaining allegations in Paragraph 508, and therefore
27 denies them.

1 509. BANA admits that Verdun received EDD unemployment benefits
2 through a BANA-issued EDD Prepaid Debit Card in 2020. BANA denies that
3 Verdun contacted BANA to report alleged fraud on his EDD Prepaid Debit Card
4 Account on June 6, 2020, but avers that Verdun contacted BANA to report alleged
5 fraud on his EDD Prepaid Debit Card Account on June 7, 2020. BANA denies that,
6 in response to his alleged unauthorized transaction claim, a BANA prepaid debit card
7 call center representative told Verdun that \$4,100 was “missing” from his EDD
8 Prepaid Debit Card Account. BANA admits that Verdun’s EDD Prepaid Debit Card
9 Account call notes reflect that a caller contacted BANA, identified and authenticated
10 themselves as Verdun, and requested a transfer of funds from Verdun’s EDD Prepaid
11 Debit Card Account prior to Verdun’s June 7, 2020 call. BANA admits that, on the
12 June 7, 2020 call, Verdun informed the BANA prepaid debit card call center
13 representative that he did not request the funds transfer referenced in Paragraph 509.
14 BANA admits that on the same day as the fund transfer request, a caller contacted
15 BANA regarding Verdun’s EDD Prepaid Debit Card Account but was unable to
16 provide certain information about the EDD Prepaid Debit Card Account in order to
17 authenticate. BANA admits the caller who successfully requested the funds transfer
18 was able to authenticate prior to making the request. BANA denies that, on the June
19 7, 2020 call, a BANA prepaid debit card call center representative told Verdun that
20 they “would only freeze the account” and that they could not “process any type of
21 fraud claim.” BANA admits that, on a June 7, 2020 call, a BANA prepaid debit card
22 call center representative told Verdun to contact the prepaid debit card claims
23 department to file an alleged unauthorized transaction claim. BANA admits that
24 Verdun contacted BANA multiple times on June 8, 2020, and that during one of those
25 calls, Verdun reported to a BANA prepaid debit card call center representative that
26 he was on hold for hours. BANA denies that all BANA would do was “close his
27 Account and open a new one.” BANA admits that on June 8, 2020, a prepaid call
28

1 center representative assisted Verdun by ordering a replacement card and told him
2 that he needed to contact the prepaid debit card claims department to file an
3 unauthorized transaction claim. BANA admits it has not otherwise contacted Verdun
4 about the alleged fraud or requested any additional information on the alleged fraud
5 because Verdun did not file an alleged unauthorized transaction claim in June 2020.
6 BANA denies that BANA ever received from Verdun a police report or a completed
7 FTC fraud affidavit. BANA admits that it has not credited Verdun's EDD Prepaid
8 Debit Card Account in relation to the alleged unauthorized transactions referenced in
9 Paragraph 509. BANA lacks knowledge and information sufficient to admit or deny
10 the remaining allegations in Paragraph 509, and therefore denies them.

11 510. [Removed]

12 511. BANA denies that Viramontes began receiving EDD unemployment
13 benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA
14 admits that transactions took place totaling at least \$2,900 on Viramontes's EDD
15 Prepaid Debit Card Account in May and September 2020, but denies that these
16 transactions on his EDD Prepaid Debit Card Account in May and September 2020
17 were unauthorized. BANA admits that Viramontes contacted BANA to report
18 alleged fraud on his EDD Prepaid Debit Card Account in May 2020. BANA denies
19 that, in response to Viramontes's alleged unauthorized transaction claim, a BANA
20 prepaid debit card call center representative told him that BANA "experienced
21 technical issues" regarding his EDD Prepaid Debit Card Account. BANA denies that
22 Viramontes's EDD Prepaid Debit Card Account was ever frozen, and therefore also
23 denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that
24 it credited Viramontes's EDD Prepaid Debit Card Account for \$2,300 in February
25 2021, but avers that it credited Viramontes's EDD Prepaid Debit Card Account for
26 \$1,860 in February 2021. BANA lacks knowledge and information sufficient to
27 admit or deny the remaining allegations in Paragraph 511, and therefore denies them.

1 512. BANA denies that Walker began receiving EDD unemployment
2 benefits through a BANA-issued EDD Prepaid Debit Card in November 2020.
3 BANA denies that Walker received EDD unemployment benefits for \$1,080 every
4 two weeks. BANA denies that Walker's EDD Prepaid Debit Card Account was
5 frozen or blocked in January 2021, but avers that Walker's EDD Prepaid Debit Card
6 Account was frozen in December 2020. BANA admits that Walker contacted BANA
7 to inquire about the status of his EDD Prepaid Debit Card Account in December
8 2020. BANA denies that a BANA prepaid debit card call center representative failed
9 to provide information over the telephone or any additional information as to why a
10 freeze was placed on Walker's EDD Prepaid Debit Card Account. BANA denies
11 that it unfroze Walker's EDD Prepaid Debit Card Account in April 2021, but avers
12 that it unfroze Walker's EDD Prepaid Debit Card Account in March 2021. BANA
13 denies that BANA never provided Walker with a notice regarding the freeze or other
14 additional information as to why a freeze was placed on her EDD Prepaid Debit Card
15 Account. BANA admits that transactions took place totaling at least \$9,736 on
16 Walker's EDD Prepaid Debit Card Account in the 60 days prior to May 2021, but
17 denies that these transactions on his EDD Prepaid Debit Card Account in the 60 days
18 prior to May 2021 were unauthorized. BANA admits that Walker contacted BANA
19 to report alleged fraud on his EDD Prepaid Debit Card Account in May 2021. BANA
20 denies that, in response to Walker's alleged unauthorized transaction claim, BANA
21 "refused to provide" Walker with information and documentation. BANA denies
22 that it did not credit Walker's EDD Prepaid Debit Card Account in relation to this
23 alleged unauthorized transaction claim. BANA denies that it failed to provide any
24 additional notification, in writing or otherwise, as to how it reached its conclusion in
25 investigating Walker's alleged unauthorized transaction claim. BANA lacks
26 knowledge and information sufficient to admit or deny the remaining allegations in
27 Paragraph 512, and therefore denies them.

1 513. [Removed]

2 514. [Removed]

3 515. BANA denies that Wilds began receiving EDD unemployment benefits
4 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits
5 that a transaction totaling \$200 took place on Wilds's EDD Prepaid Debit Card
6 Account on March 9, 2021, but denies that this transaction on her EDD Prepaid Debit
7 Card Account on March 9, 2021 unauthorized. BANA denies that Wilds contacted
8 BANA to report alleged fraud on her EDD Prepaid Debit Card Account on March
9 11, 2021, and therefore denies the allegations about what a BANA prepaid debit card
10 call center representative told her in response. BANA admits that Wilds's EDD
11 Prepaid Debit Card Account was frozen in March 2021. The allegations regarding
12 the legality of the alleged freeze on Wilds's EDD Prepaid Debit Account state legal
13 conclusions to which no response is required. To the extent a response is required,
14 BANA denies them. BANA denies that it unfroze Wilds's EDD Prepaid Debit Card
15 Account on April 15, 2021, but avers that it unfroze Wilds's EDD Prepaid Debit Card
16 Account on March 29, 2021. BANA admits that it credited Wilds's EDD Prepaid
17 Debit Card Account for \$200 on April 27, 2021. BANA denies that Wilds's EDD
18 Prepaid Debit Card Account was frozen on May 25, 2021. BANA denies that it
19 unfroze Wilds's EDD Prepaid Debit Card Account on May 31, 2021. BANA lacks
20 knowledge and information sufficient to admit or deny the remaining allegations in
21 Paragraph 515, and therefore denies them.

22 516. [Removed]

23 517. [Removed]

24 518. BANA admits that T. Williams received EDD unemployment benefits
25 through a BANA-issued EDD Prepaid Debit Card. BANA admits that transactions
26 took place on T. Williams's EDD Prepaid Debit Card Account in the 60 days prior
27 to July 2020, but denies that these transactions on her EDD Prepaid Debit Card
28

1 Account in the 60 days prior to July 2020 were unauthorized. BANA admits that T.
2 Williams contacted BANA to report allegedly unauthorized transactions on her EDD
3 Prepaid Debit Card Account in July 2020. BANA admits that when T. Williams
4 contacted BANA to report the allegedly unauthorized transactions on her EDD
5 Prepaid Debit Card Account, a BANA prepaid debit card call center representative
6 authenticated T. Williams as the caller and accessed and reviewed certain
7 information relating to T. Williams's EDD Prepaid Debit Card Account. BANA
8 denies that it never credited T. Williams's EDD Prepaid Debit Card Account in
9 relation to this alleged unauthorized transaction claim. BANA denies that it failed to
10 provide any additional notification, in writing or otherwise, as to how it reached its
11 conclusion in investigating T. Williams's alleged unauthorized transaction claim.
12 BANA admits that transactions continued to take place on T. Williams's EDD
13 Prepaid Debit Card Account after July 2020, but denies that these transactions on her
14 EDD Prepaid Debit Card Account after to July 2020 were unauthorized. BANA
15 admits that T. Williams's EDD Prepaid Debit Card Account had a balance of \$0
16 between July 2020 and August 2023. BANA denies that T. Williams contacted
17 BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card
18 Account after July 2020, and therefore denies the allegations about what a BANA
19 prepaid debit card call center representative told her in response. BANA lacks
20 knowledge and information sufficient to admit or deny the remaining allegations in
21 Paragraph 518, and therefore denies them.

22 519. BANA admits that W. Williams began receiving EDD unemployment
23 benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA
24 admits that transactions totaling at least \$10,000 took place on W. Williams's EDD
25 Prepaid Debit Card Account in July and August 2020, but denies that these
26 transactions on her EDD Prepaid Debit Card Account in July and August 2020 were
27 unauthorized. BANA denies that W. Williams contacted BANA in August 2020 and
28

1 reported fraud on his EDD Prepaid Debit Card Account, and therefore denies the
2 allegations about what a BANA prepaid debit card call center representative told him
3 in response. BANA denies that W. Williams's EDD Prepaid Debit Card Account
4 was ever frozen, and therefore also denies his EDD Prepaid Debit Card was ever
5 unfrozen. BANA denies that it has not credited W. Williams's EDD Prepaid Debit
6 Card Account since August 2020. BANA lacks knowledge and information
7 sufficient to admit or deny the remaining allegations in Paragraph 519, and therefore
8 denies them.

9 520. [Removed]

10 521. [Removed]

11 522. [Removed]

12 523. BANA admits that Wood began receiving EDD unemployment benefits
13 through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that
14 there was a freeze or block on Wood's EDD Prepaid Debit Card Account in
15 December 2020, and therefore denies that a freeze or block prevented Wood from
16 accessing his EDD Prepaid Debit Card Account in December 2020. BANA denies
17 that Wood contacted BANA in December 2020, and therefore denies the allegations
18 about what a BANA prepaid debit card call center representative told him in
19 response. BANA admits that Wood did not receive information over the telephone
20 or any additional information as to why a freeze or block was placed on Wood's EDD
21 Prepaid Debit Card Account because Wood's EDD Prepaid Debit Card Account was
22 never blocked or frozen. BANA lacks knowledge and information sufficient to admit
23 or deny the remaining allegations in Paragraph 523, and therefore denies them.

24 524. BANA admits that Yeats began receiving EDD unemployment benefits
25 through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that
26 Yeats received EDD unemployment benefits for \$1,060 every two weeks. BANA
27 admits that three ATM withdrawals totaling approximately \$2,780 took place on
28

1 Yeats's EDD Prepaid Debit Card Account in the 60 days prior to December 2020,
2 but denies that these transactions on his EDD Prepaid Debit Card Account in the 60
3 days prior to December 2020 were unauthorized. BANA admits that Yeats contacted
4 BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card
5 Account in December 2020. BANA admits that when Yeats contacted BANA to
6 report the allegedly unauthorized transactions on his EDD Prepaid Debit Card
7 Account, a BANA prepaid debit card call center representative authenticated Yeats
8 as the caller and accessed and reviewed certain information relating to Yeats's EDD
9 Prepaid Debit Card Account. BANA denies that, in response to Yeats's alleged
10 unauthorized transaction claim, it did not send him relevant information and
11 documentation. BANA denies that it "refused" to credit Yeats's EDD Prepaid Debit
12 Card Account in relation to this allegedly unauthorized transaction. BANA denies
13 that it never credited Yeats's EDD Prepaid Debit Card Account in relation to the
14 alleged unauthorized transaction claim referenced in Paragraph 524. BANA denies
15 that it failed to provide any additional notification, in writing or otherwise, as to how
16 it reached its conclusion in investigating Yeats's alleged unauthorized transaction
17 claim. BANA denies that it never credited Yeats's EDD Prepaid Debit Card
18 Account. BANA lacks knowledge and information sufficient to admit or deny the
19 remaining allegations in Paragraph 524, and therefore denies them.

20 525. [Removed]

21 526. [Removed]

22 V. CLASS ACTION ALLEGATIONS

23 527. Paragraph 527 states legal conclusions to which no response is required.
24 To the extent a response is required, BANA admits only that Class Representative
25 Plaintiffs purport to bring causes of action on behalf of a class. BANA denies that
26 class treatment is appropriate in this action, denies any liability with respect to the
27

1 alleged putative classes, and denies that the alleged putative classes are ascertainable
2 or entitled to damages or any other relief.

3 528. Paragraph 528 states legal conclusions to which no response is required.
4 To the extent a response is required, BANA admits only that Class Representative
5 Plaintiffs purport to bring causes of action on behalf of Subclasses. BANA denies
6 that class treatment is appropriate in this action, denies any liability with respect to
7 the alleged putative subclasses, and denies that the alleged putative subclasses are
8 ascertainable or entitled to damages or any other relief.

9 529. Paragraph 529 states legal conclusions to which no response is required.
10 To the extent a response is required, BANA denies them.

11 530. Paragraph 530 states legal conclusions to which no response is required.
12 To the extent a response is required, BANA denies them.

13 531. Paragraph 531 states legal conclusions to which no response is required.
14 To the extent a response is required, BANA denies them.

15 532. Paragraph 532 states legal conclusions to which no response is required.
16 To the extent a response is required, BANA denies them.

17 **VI. CLAIMS FOR RELIEF**

18 **FIRST CLAIM FOR RELIEF**

19 **VIOLATIONS OF THE ELECTRONIC FUND TRANSFERS ACT (“EFTA”)**

20 **15 U.S.C. §§ 1693 et seq.; 12 C.F.R. §§ 1005.1 et seq.**

21 (Brought by All Plaintiffs)

22 533. BANA re-alleges and incorporates its responses to all factual allegations
23 set forth in the SAMCC. To the extent that Paragraph 533 asserts a cause of action
24 by those Plaintiffs whose Count I causes of action were dismissed by the Court in its
25 May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set
26 forth in Paragraph 533.

1 534. Paragraph 534 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA admits only that Plaintiffs purport to
3 bring a cause of action pursuant to EFTA and Regulation E. BANA denies any
4 liability thereunder. To the extent that Paragraph 534 asserts a cause of action by
5 those Plaintiffs whose Count I causes of action were dismissed by the Court in its
6 May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set
7 forth in Paragraph 534.

8 535. Paragraph 535 states legal conclusions to which no response is required.
9 To the extent a response is required, BANA re-alleges and incorporates its responses
10 to Paragraphs 9 through 33 and 114 through 526. To the extent that Paragraph 535
11 asserts a cause of action by those Plaintiffs whose Count I causes of action were
12 dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA
13 denies the allegations set forth in Paragraph 535.

14 536. Paragraph 536 states legal conclusions to which no response is required.
15 To the extent a response is required, BANA denies them. To the extent that
16 Paragraph 536 asserts a cause of action by those Plaintiffs whose Count I causes of
17 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
18 No. 126, BANA denies the allegations set forth in Paragraph 536.

19 537. Paragraph 537 states legal conclusions to which no response is required.
20 To the extent a response is required, BANA denies them. To the extent that
21 Paragraph 537 asserts a cause of action by those Plaintiffs whose Count I causes of
22 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
23 No. 126, BANA denies the allegations set forth in Paragraph 537.

24 538. Paragraph 538 states legal conclusions to which no response is required.
25 To the extent a response is required, BANA denies them. To the extent that
26 Paragraph 538 asserts a cause of action by those Plaintiffs whose Count I causes of
27

1 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
2 No. 126, BANA denies the allegations set forth in Paragraph 538.

3 539. Paragraph 539 states legal conclusions to which no response is required.
4 To the extent a response is required, BANA denies them. To the extent that
5 Paragraph 539 asserts a cause of action by those Plaintiffs whose Count I causes of
6 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
7 No. 126, BANA denies the allegations set forth in Paragraph 539.

8 540. Paragraph 540 states legal conclusions to which no response is required.
9 To the extent a response is required, BANA re-alleges and incorporates its responses
10 to Paragraphs 9 through 33 and 114 through 526. To the extent that Paragraph 540
11 asserts a cause of action by those Plaintiffs whose Count I causes of action were
12 dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA
13 denies the allegations set forth in Paragraph 540.

14 541. Paragraph 541 states legal conclusions to which no response is required.
15 To the extent a response is required, BANA denies them. To the extent that
16 Paragraph 541 asserts a cause of action by those Plaintiffs whose Count I causes of
17 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
18 No. 126, BANA denies the allegations set forth in Paragraph 541.

19 542. As to the allegations in Paragraph 542 regarding constructive notice,
20 those allegations state legal conclusions to which no response is required. To the
21 extent a response is required, BANA denies them. To the extent that Paragraph 542
22 asserts a cause of action by those Plaintiffs whose Count I causes of action were
23 dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA
24 denies the allegations set forth in Paragraph 542. BANA denies the remaining
25 allegations in Paragraph 542.

26 543. Paragraph 543 states legal conclusions to which no response is required.
27 To the extent a response is required, BANA denies them. To the extent that
28

1 Paragraph 543 asserts a cause of action by those Plaintiffs whose Count I causes of
2 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
3 No. 126, BANA denies the allegations set forth in Paragraph 543.

4 544. Paragraph 544 states legal conclusions to which no response is required.
5 To the extent a response is required, BANA denies them. To the extent that
6 Paragraph 544 asserts a cause of action by those Plaintiffs whose Count I causes of
7 action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF
8 No. 126, BANA denies the allegations set forth in Paragraph 544.

9 545. Paragraph 545 states legal conclusions to which no response is required.
10 To the extent a response is required, BANA admits only that Class Representative
11 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
12 is appropriate in this action, denies any liability with respect to Plaintiffs and the
13 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
14 ascertainable or entitled to damages or any other relief. To the extent that Paragraph
15 545 asserts a cause of action by those Plaintiffs whose Count I causes of action were
16 dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA
17 denies the allegations set forth in Paragraph 545.

18 **SECOND CLAIM FOR RELIEF**

19 **VIOLATIONS OF THE CALIFORNIA CONSUMER PRIVACY ACT**

20 **(“CCPA”)**

21 **Cal. Civ. Code §§ 1798.100 et seq.**

22 (Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
23 *Alvarez*, *Brotman*, *Meza*, *Morrell*, *Payton*, *Rojas de Charolet*, *Talia*, and *Verdun*
24 *Actions*)

25 546. BANA re-alleges and incorporates its responses to all factual allegations
26 set forth in the SAMCC.

1 547. Paragraph 547 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA admits only that Plaintiffs purport to
3 bring a cause of action pursuant to CCPA. BANA denies any liability thereunder.
4 To the extent that Paragraph 547 asserts a cause of action based on allegations that
5 BANA failed to collect, transmit, and/or store Plaintiffs' personal information in an
6 adequately secure manner, BANA denies the allegations set forth in Paragraph 547
7 because those Count II causes of action were dismissed by the Court in its May 25,
8 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

9 548. Paragraph 548 states legal conclusions to which no response is required.
10 To the extent a response is required, BANA denies them. To the extent that
11 Paragraph 548 asserts a cause of action based on allegations that BANA failed to
12 collect, transmit, and/or store Plaintiffs' personal information in an adequately secure
13 manner, BANA denies the allegations set forth in Paragraph 548 because those Count
14 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
15 2024 Orders. *See generally* ECF Nos. 126, 293.

16 549. Paragraph 549 states legal conclusions to which no response is required.
17 To the extent a response is required, BANA admits that it is a "business" as defined
18 by the CCPA. To the extent that Paragraph 549 asserts a cause of action based on
19 allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal
20 information in an adequately secure manner, BANA denies the allegations set forth
21 in Paragraph 547 because those Count II causes of action were dismissed by the Court
22 in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.
23 To the extent a response is required to the remaining allegations in Paragraph 549,
24 BANA denies them.

25 550. Paragraph 550 states legal conclusions to which no response is required.
26 To the extent a response is required, BANA denies them. To the extent that
27 Paragraph 550 asserts a cause of action based on allegations that BANA failed to
28

1 collect, transmit, and/or store Plaintiffs' personal information in an adequately secure
2 manner, BANA denies the allegations set forth in Paragraph 550 because those Count
3 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
4 2024 Orders. *See generally* ECF Nos. 126, 293.

5 551. Paragraph 551 states legal conclusions to which no response is required.
6 To the extent a response is required, BANA denies them. To the extent that
7 Paragraph 551 asserts a cause of action based on allegations that BANA failed to
8 collect, transmit, and/or store Plaintiffs' personal information in an adequately secure
9 manner, BANA denies the allegations set forth in Paragraph 551 because those Count
10 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
11 2024 Orders. *See generally* ECF Nos. 126, 293.

12 552. Paragraph 552 states legal conclusions to which no response is required.
13 To the extent a response is required, BANA denies them. To the extent that
14 Paragraph 552 asserts a cause of action based on allegations that BANA failed to
15 collect, transmit, and/or store Plaintiffs' personal information in an adequately secure
16 manner, BANA denies the allegations set forth in Paragraph 552 because those Count
17 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
18 2024 Orders. *See generally* ECF Nos. 126, 293.

19 553. Paragraph 553 states legal conclusions to which no response is required.
20 To the extent a response is required, BANA denies them.

21 554. Paragraph 554 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them. To the extent that
23 Paragraph 554 asserts a cause of action based on allegations that BANA failed to
24 collect, transmit, and/or store Plaintiffs' personal information in an adequately secure
25 manner, BANA denies the allegations set forth in Paragraph 554 because those Count
26 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
27 2024 Orders. *See generally* ECF Nos. 126, 293.

555. Paragraph 555 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

556. Paragraph 556 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 556 asserts a cause of action based on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal information in an adequately secure manner, BANA denies the allegations set forth in Paragraph 556 because those Count II causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

557. Paragraph 557 states legal conclusions to which no response is required. To the extent a response is required, BANA re-alleges and incorporates its responses to Paragraphs 9 through 33 and 114 through 526. To the extent that Paragraph 557 asserts a cause of action based on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal information in an adequately secure manner, BANA denies the allegations set forth in Paragraph 557 because those Count II causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

558. Paragraph 558 states legal conclusions to which no response is required. To the extent a response is required, BANA admits only that Class Representative Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment is appropriate in this action, denies any liability with respect to Plaintiffs and the alleged putative classes, and denies that Plaintiffs and alleged putative classes are ascertainable or entitled to damages or any other relief. To the extent that Paragraph 558 asserts a cause of action based on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal information in an adequately secure manner, BANA denies the allegations set forth in Paragraph 558 because those Count

1 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
2 2024 Orders. *See generally* ECF Nos. 126, 293.

3 559. To the extent that Paragraph 559 asserts a cause of action based on
4 allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal
5 information in adequately secure manner, BANA denies the allegations set forth in
6 Paragraph 559 because those Count II causes of action were dismissed by the Court
7 in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

8 560. To the extent that Paragraph 560 asserts a cause of action based on
9 allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal
10 information in adequately secure manner, BANA denies the allegations set forth in
11 Paragraph 560 because those Count II causes of action were dismissed by the Court
12 in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

13 561. Paragraph 561 states legal conclusions to which no response is required.
14 To the extent a response is required, BANA admits only that Class Representative
15 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
16 is appropriate in this action, denies any liability with respect to Plaintiffs and the
17 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
18 ascertainable or entitled to damages or any other relief. To the extent that Paragraph
19 561 asserts a cause of action based on allegations that BANA failed to collect,
20 transmit, and/or store Plaintiffs' personal information in an adequately secure
21 manner, BANA denies the allegations set forth in Paragraph 561 because those Count
22 II causes of action were dismissed by the Court in its May 25, 2023 and June 25,
23 2024 Orders. *See generally* ECF Nos. 126, 293.

24 **THIRD CLAIM FOR RELIEF**
25 **VIOLATIONS OF THE CALIFORNIA CUSTOMER RECORDS ACT**
26 **Cal. Civ. Code §§1798.80 et seq.**

27 562. [Removed]

1 563. [Removed]

2 564. [Removed]

3 565. [Removed]

4 566. [Removed]

5 567. [Removed]

6 568. [Removed]

7 569. [Removed]

8 570. [Removed]

9 571. [Removed]

10 572. [Removed]

11 573. [Removed]

12 574. [Removed]

13 **FOURTH CLAIM FOR RELIEF**

14 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**

15 **Cal. Bus. & Prof. Code §§17200 et seq.**

16 (Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
17 *Alvarez*, *Brotman*, *Meza*, *Morrell*, *Payton*, *Rojas de Charolet*, *Talia*, and *Verdun*
18 *Actions*)

19 575. BANA re-alleges and incorporates its responses to all factual allegations
20 set forth in the SAMCC.

21 576. Paragraph 576 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA admits only that Plaintiffs purport to
23 bring a cause of action pursuant to California's Unfair Competition Law ("UCL").
24 BANA denies any liability thereunder.

25 577. Paragraph 577 states legal conclusions to which no response is required.
26 To the extent a response is required, BANA admits only that Plaintiffs purport to
27 bring a cause of action pursuant to the UCL, EFTA and Regulation E, the CCPA, the
28

1 Due Process Clauses of the U.S. and California Constitutions, and common law.
2 BANA denies any liability thereunder. To the extent that Paragraph 577 asserts a
3 cause of action based on BANA's alleged violations of the California Financial
4 Information Privacy Act ("CFIPA"), BANA denies the allegations set forth in
5 Paragraph 577 because causes of action based on the CFIPA were dismissed by the
6 Court in its May 25, 2023 and June 25, 2024 Orders. *See* ECF Nos. 126 at 43, 297
7 at 9.

8 578. Paragraph 578 states legal conclusions to which no response is required.
9 To the extent a response is required, BANA admits that it is a "financial institution"
10 as defined under 15 U.S.C. §6809(3)(A). To the extent a response is required to the
11 remaining allegations in Paragraph 578, BANA denies them.

12 579. Paragraph 579 states legal conclusions to which no response is required.
13 To the extent a response is required, BANA denies them.

14 580. Paragraph 580 states legal conclusions to which no response is required.
15 To the extent a response is required, BANA admits only that it is a "financial
16 institution" as defined under Cal. Fin. Code §4052(c). BANA denies the remaining
17 allegations set forth in Paragraph 580 because causes of action based on the CFIPA
18 were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See* ECF
19 Nos. 126 at 43, 297 at 9.

20 581. Paragraph 581 states legal conclusions to which no response is required.
21 To the extent that Paragraph 581 asserts a cause of action based on BANA's alleged
22 violations of the CFIPA and the California Customer Records Act ("CCRA"), BANA
23 denies the allegations set forth in Paragraph 581 because those causes of action were
24 dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally*
25 ECF Nos. 126, 297. To the extent that Paragraph 581 asserts a cause of action based
26 on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal
27 information in an adequately secure manner, BANA denies the allegations set forth

1 in Paragraph 581 because allegations based on those causes of action were dismissed
2 by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos.
3 126, 293. To the extent a response is required, BANA denies them.

4 582. Paragraph 582 states legal conclusions to which no response is required.
5 To the extent a response is required, BANA denies them.

6 583. Paragraph 583 states legal conclusions to which no response is required.
7 To the extent a response is required, BANA denies them.

8 584. Paragraph 584 states legal conclusions to which no response is required.
9 To the extent a response is required, BANA admits only that Class Representative
10 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
11 is appropriate in this action, denies any liability with respect to Plaintiffs and the
12 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
13 ascertainable or entitled to damages or any other relief. .

14 **FIFTH CLAIM FOR RELIEF**

15 **NEGLIGENCE AND NEGLIGENCE PER SE**

16 (Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
17 *Alvarez, Brotman, Meza, Morrell, Payton, Rojas de Charolet, Talia, and Verdun*
18 *Actions*)

19 585. BANA re-alleges and incorporates its responses to all factual allegations
20 set forth in the SAMCC.

21 586. Paragraph 586 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them. To the extent that
23 Paragraph 586 asserts a cause of action based on allegations that BANA violated the
24 CFIPA the CCRA, BANA denies the allegations set forth in Paragraph 586 because
25 those causes of action were dismissed by the Court in its May 25, 2023 and June 25,
26 2024 Orders. *See generally* ECF Nos. 126, 293.

1 587. Paragraph 587 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them. To the extent that
3 Paragraph 587 asserts a cause of action based on allegations that BANA violated the
4 CFIPA and CCRA, BANA denies the allegations set forth in Paragraph 587 because
5 those Count V causes of action were dismissed by the Court in its May 25, 2023 and
6 June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

7 588. Paragraph 588 states legal conclusions to which no response is required.
8 To the extent a response is required, BANA denies them. To the extent that
9 Paragraph 588 asserts a cause of action based on allegations that BANA violated the
10 CFIPA and CCRA, BANA denies the allegations set forth in Paragraph 588 because
11 those Count V causes of action were dismissed by the Court in its May 25, 2023 and
12 June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

13 589. Paragraph 589 states legal conclusions to which no response is required.
14 To the extent a response is required, BANA denies them.

15 590. Paragraph 590 states legal conclusions to which no response is required.
16 To the extent a response is required, BANA denies them. To the extent that
17 Paragraph 589 asserts a cause of action based on allegations that BANA violated the
18 CFIPA and CCRA, BANA denies the allegations set forth in Paragraph 589 because
19 those Count V causes of action were dismissed by the Court in its May 25, 2023 and
20 June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

21 591. Paragraph 591 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them. To the extent that
23 Paragraph 591 asserts a cause of action based on allegations that BANA violated the
24 CFIPA and CCRA, BANA denies the allegations set forth in Paragraph 591 because
25 those Count V causes of action were dismissed by the Court in its May 25, 2023 and
26 June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

1 592. Paragraph 592 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them. As to the allegations in
3 Paragraph 592 regarding unnamed putative class members, BANA lacks information
4 and knowledge sufficient to admit or deny them, and therefore denies them. To the
5 extent that Paragraph 592 asserts a cause of action based on allegations that BANA
6 violated the CFIPA and CCRA, BANA denies the allegations set forth in Paragraph
7 592 because those Count V causes of action were dismissed by the Court in its May
8 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

9 593. Paragraph 593 states legal conclusions to which no response is required.
10 To the extent a response is required, BANA admits only that Class Representative
11 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
12 is appropriate in this action, denies any liability with respect to Plaintiffs and the
13 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
14 ascertainable or entitled to damages or any other relief. To the extent that Paragraph
15 593 asserts a cause of action or purports to seek relief based on allegations that
16 BANA violated the CFIPA and CCRA, BANA denies the allegations set forth in
17 Paragraph 592 because those Count V causes of action were dismissed by the Court
18 in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

19 **SIXTH CLAIM FOR RELIEF**

20 **NEGLIGENT HIRING, SUPERVISION, AND RETENTION**

21 (Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
22 *Alvarez, Rojas de Charolet*, and *Verdun* Actions)

23 594. BANA re-alleges and incorporates its responses to all factual allegations
24 set forth in the SAMCC.

25 595. BANA admits that it hired subcontractors, including TTEC Holdings,
26 Inc. (“TTEC”) “to provide customer service, call center operations, and other
27 services for [BANA] and to perform various functions and services under” BANA’s
28

1 contract with EDD as stated in Paragraph 595. As to the allegations in Paragraph
2 595 regarding unnamed subcontractors and their employees and agents, and unnamed
3 putative class members, BANA lacks information and knowledge sufficient to admit
4 or deny them, and therefore denies them. All remaining allegations in Paragraph 595
5 state legal conclusions to which no response is required. To the extent a response is
6 required, BANA denies them.

7 596. As to the allegations in Paragraph 596 regarding unnamed agents and
8 employees, BANA lacks information and knowledge sufficient to admit or deny
9 them, and therefore denies them. All remaining allegations in Paragraph 596 state
10 legal conclusions to which no response is required. To the extent a response is
11 required, BANA denies them.

12 597. As to the allegations in Paragraph 597 regarding unnamed agents and
13 employees, and unnamed putative class members, BANA lacks information and
14 knowledge sufficient to admit or deny them, and therefore denies them. All
15 remaining allegations in Paragraph 597 states legal conclusions to which no response
16 is required. To the extent a response is required, BANA denies them.

17 598. As to the allegations in Paragraph 598 regarding unnamed agents and
18 employees, and unnamed putative class members, BANA lacks information and
19 knowledge sufficient to admit or deny them, and therefore denies them. All
20 remaining allegations in Paragraph 598 states legal conclusions to which no response
21 is required. To the extent a response is required, BANA denies them.

22 599. BANA states that its contract with EDD referenced in Paragraph 599
23 speaks for itself and is the best evidence of its content and denies any characterization
24 inconsistent with the text of BANA's contract with EDD. As to the allegations in
25 Paragraph 599 regarding unnamed agents, BANA lacks information and knowledge
26 sufficient to admit or deny them, and therefore denies them. All remaining
27

1 allegations in Paragraph 599 state legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them.

3 600. Paragraph 600 states legal conclusions to which no response is required.
4 To the extent a response is required, BANA denies them.

5 601. As to the allegations in Paragraph 601 regarding unnamed putative class
6 members, BANA lacks information and knowledge sufficient to admit or deny them,
7 and therefore denies them. All remaining allegations in Paragraph 601 states legal
8 conclusions to which no response is required. To the extent a response is required,
9 BANA denies them.

10 602. Paragraph 602 states legal conclusions to which no response is required.
11 To the extent a response is required, BANA admits only that Class Representative
12 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
13 is appropriate in this action, denies any liability with respect to Plaintiffs and the
14 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
15 ascertainable or entitled to damages or any other relief.

16 SEVENTH CLAIM FOR RELIEF

17 BREACH OF CONTRACT

18 (Brought by Plaintiffs Stephanie Smith and Crystal Horath)

19 603. BANA re-alleges and incorporates its responses to all factual allegations
20 set forth in the SAMCC.

21 604. BANA admits that it entered into a contract with EDD, and that BANA
22 managed those Cards and the related Accounts pursuant to this contract. BANA
23 admits that EDD distributed benefits to Plaintiffs through a BANA-issued EDD Debit
24 Card. As to the allegations in Paragraph 604 that BANA administers EDD benefits
25 or that EDD benefits can only be received through a prepaid debit card, BANA denies
26 them. To the extent that Paragraph 604 asserts a cause of action for breach of contract
27 except for the Section 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns
28

1 and Crystal Horath, BANA denies the allegations set forth in Paragraph 604 because
2 those Count VI causes of action were dismissed by the Court in its May 25, 2023 and
3 June 25, 2024 Orders. *See generally* ECF Nos. 126, 293. The remaining allegations
4 in Paragraph 604 state legal conclusions to which no response is required. To the
5 extent a response is required, BANA denies them.

6 605. BANA states the Cardholder Agreement speaks for itself and is the best
7 evidence of its content and denies any characterization inconsistent with the text of
8 the Cardholder Agreement. To the extent that Paragraph 605 asserts a cause of action
9 for breach of contract except for the Section 9 and 11 theories of Plaintiffs Stephanie
10 Smith, Beth Burns and Crystal Horath, BANA denies the allegations set forth in
11 Paragraph 605 because those Count VI causes of action were dismissed by the Court
12 in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

13 606. BANA states that the Cardholder Agreement speaks for itself and is the
14 best evidence of its content and denies any characterization inconsistent with the text
15 of the Cardholder Agreement. To the extent that Paragraph 606 asserts a cause of
16 action for breach of contract except for the Section 9 and 11 theories of Plaintiffs
17 Stephanie Smith, Beth Burns and Crystal Horath, BANA denies the allegations set
18 forth in Paragraph 606 because those Count VI causes of action were dismissed by
19 the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos.
20 126, 293.

21 607. Paragraph 607 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them. To the extent that
23 Paragraph 607 asserts a cause of action for breach of contract except for the Section
24 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns and Crystal Horath,
25 BANA denies the allegations set forth in Paragraph 607 because those Count VI
26 causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024
27 Orders. *See generally* ECF Nos. 126, 293.

1 608. Paragraph 608 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them.

3 609. Paragraph 609 states legal conclusions to which no response is required.
4 To the extent a response is required, BANA denies them.

5 610. Paragraph 610 states legal conclusions to which no response is required.
6 To the extent a response is required, BANA admits only that Plaintiffs seek relief on
7 behalf of themselves and a purported class. BANA denies that class treatment is
8 appropriate in this action, denies any liability with respect to Plaintiffs and the alleged
9 putative classes, and denies that Plaintiffs and alleged putative classes are
10 ascertainable or entitled to damages or any other relief. BANA further denies that
11 class treatment is appropriate insomuch as Plaintiff Stephanie Smith no longer seeks
12 to represent a class based on her counsel's letter dated January 29, 2024. To the
13 extent that Paragraph 610 asserts a cause of action for breach of contract except for
14 the Section 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns and Crystal
15 Horath, BANA denies the allegations set forth in Paragraph 610 because those Count
16 VI causes of action were dismissed by the Court in its May 25, 2023 and June 25,
17 2024 Orders. *See generally* ECF Nos. 126, 293.

18 **EIGHTH CLAIM FOR RELIEF**
19 **BREACH OF IMPLIED CONTRACT**

20 611. [Removed]

21 612. [Removed]

22 613. [Removed]

23 614. [Removed]

24 615. [Removed]

25 616. [Removed]

26 617. [Removed]

27 618. [Removed]

NINTH CLAIM FOR RELIEF
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR
DEALING

(Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
Alvarez, *Brotman*, *Meza*, *Morrell*, *Payton*, and *Talia* Actions)

619. BANA re-alleges and incorporates its responses to all factual allegations set forth in the SAMCC. To the extent that Paragraph 619 asserts a cause of action based on allegations that BANA breached the implied covenant of good faith and fair dealing by failing to provide debit cards with EMV chips or adequate customer service, BANA denies the allegations set forth in Paragraph 619 because those Count IX allegations were dismissed by the Court in its May 25, 2023 Order. *See generally* ECF No. 126.

620. Paragraph 620 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 620 asserts a cause of action based on allegations that BANA breached the implied covenant of good faith and fair dealing by failing to provide debit cards with EMV chips or adequate customer service, BANA denies the allegations set forth in Paragraph 620 because those Count IX allegations were dismissed by the Court in its May 25, 2023 Order. *See generally* ECF No. 126.

621. Paragraph 621 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 621 asserts a cause of action based on allegations that BANA breached the implied covenant of good faith and fair dealing by failing to provide debit cards with EMV chips or adequate customer service, BANA denies the allegations set forth in Paragraph 621 because those Count IX allegations were dismissed by the Court in its May 25, 2023 Order. *See generally* ECF No. 126.

1 622. Paragraph 622 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them. To the extent that
3 Paragraph 622 asserts a cause of action based on allegations that BANA breached the
4 implied covenant of good faith and fair dealing by failing to provide debit cards with
5 EMV chips or adequate customer service, BANA denies the allegations set forth in
6 Paragraph 622 because those Count IX allegations were dismissed by the Court in its
7 May 25, 2023 Order. *See generally* ECF No. 126.

8 623. BANA denies the allegations in Paragraph 158. To the extent that
9 Paragraph 623 asserts a cause of action based on allegations that BANA breached the
10 implied covenant of good faith and fair dealing by failing to provide debit cards with
11 EMV chips or adequate customer service, BANA denies the allegations set forth in
12 Paragraph 623 because those Count IX allegations were dismissed by the Court in its
13 May 25, 2023 Order. *See generally* ECF No. 126.

14 624. Paragraph 624 states legal conclusions to which no response is required.
15 To the extent a response is required, BANA admits only that Class Representative
16 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
17 is appropriate in this action, denies any liability with respect to Plaintiffs and the
18 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
19 ascertainable or entitled to damages or any other relief. To the extent that Paragraph
20 624 asserts a cause of action based on allegations that BANA breached the implied
21 covenant of good faith and fair dealing by failing to provide debit cards with EMV
22 chips or adequate customer service, BANA denies the allegations set forth in
23 Paragraph 624 because those Count IX allegations were dismissed by the Court in its
24 May 25, 2023 Order. *See generally* ECF No. 126.

TENTH CLAIM FOR RELIEF
BREACH OF FIDUCIARY DUTY

(Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
Alvarez, *Brotman*, *Meza*, *Morrell*, and *Payton* Actions)

625. BANA re-alleges and incorporates its responses to all factual allegations set forth in the SAMCC.

626. BANA denies the allegations in Paragraph 626.

627. As to the allegations in Paragraph 627 regarding unnamed putative class members, BANA lacks information and knowledge sufficient to admit or deny them, and therefore denies them. BANA states that the contract referenced in Paragraph 627 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the contract. All remaining allegations in Paragraph 627 state legal conclusions to which no response is required. To the extent a response is required, BANA re-alleges and incorporates its responses to Paragraphs 9 through 33 and 114 through 526.

628. As to the allegations in Paragraph 628 regarding unnamed putative class members, BANA lacks information and knowledge sufficient to admit or deny them, and therefore denies them. BANA states that BANA's contract with EDD and the Cardholder Agreement referenced in Paragraph 628 speak for themselves and are the best evidence of their contents and denies any characterization inconsistent with the text of the contracts. All remaining allegations in Paragraph 628 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

629. BANA states that BANA's contract with EDD and the Cardholder Agreement referenced in Paragraph 629 speak for themselves and are the best evidence of their contents and denies any characterization inconsistent with the text of the contracts. All remaining allegations in Paragraph 629 state legal conclusions

1 to which no response is required. To the extent a response is required, BANA denies
2 them.

3 630. BANA states that BANA's contract with EDD and the Cardholder
4 Agreement referenced in Paragraph 630 speak for themselves and are the best
5 evidence of their contents and denies any characterization inconsistent with the text
6 of the contracts. All remaining allegations in Paragraph 630 state legal conclusions
7 to which no response is required. To the extent a response is required, BANA denies
8 them.

9 631. BANA states that BANA's contract with EDD and the Cardholder
10 Agreement referenced in Paragraph 631 speak for themselves and are the best
11 evidence of their contents and denies any characterization inconsistent with the text
12 of the contracts. All remaining allegations in Paragraph 631 states legal conclusions
13 to which no response is required. To the extent a response is required, BANA denies
14 them.

15 632. BANA states that BANA's contract with EDD and the Cardholder
16 Agreement referenced in Paragraph 632 speak for themselves and are the best
17 evidence of their contents and denies any characterization inconsistent with the text
18 of the contracts. All remaining allegations in Paragraph 632 state legal conclusions
19 to which no response is required. To the extent a response is required, BANA denies
20 them.

21 633. Paragraph 633 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them.

23 634. Paragraph 634 states legal conclusions to which no response is required.
24 To the extent a response is required, BANA denies them.

25 635. Paragraph 635 states legal conclusions to which no response is required.
26 To the extent a response is required, BANA denies them.

1 636. Paragraph 636 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA admits only that Class Representative
3 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
4 is appropriate in this action, denies any liability with respect to Plaintiffs and the
5 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
6 ascertainable or entitled to damages or any other relief.

7 **ELEVENTH CLAIM FOR RELIEF**

8 **BREACH OF CONTRACT (THIRD-PARTY BENEFICIARIES)**

9 637. [Removed]

10 638. [Removed]

11 639. [Removed]

12 640. [Removed]

13 641. [Removed]

14 642. [Removed]

15 643. [Removed]

16 644. [Removed]

17 **TWELFTH CLAIM FOR RELIEF**

18 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR**
19 **DEALING (THIRD-PARTY BENEFICIARIES)**

20 645. [Removed]

21 646. [Removed]

22 647. [Removed]

23 648. [Removed]

24 649. [Removed]

25 650. [Removed]

THIRTEENTH CLAIM FOR RELIEF
VIOLATIONS OF FEDERAL DUE PROCESS UNDER THE 14TH
AMENDMENT

42 U.S.C. § 1983

(Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
Alvarez, *Brotman*, *Meza*, *Morrell*, and *Payton* Actions)

651. BANA re-alleges and incorporates its responses to all factual allegations set forth in the SAMCC.

652. BANA states that the Due Process Clause of the Fourteenth Amendment, referenced in Paragraph 652 speaks for itself and is the best evidence of its content, and denies any characterization inconsistent with the text of the Amendment.

653. BANA states that the statute, 42 U.S.C. § 1983, referenced in Paragraph 653 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the statute.

654. Paragraph 654 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

655. Paragraph 655 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

656. Paragraph 656 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

657. Paragraph 657 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

658. BANA denies the allegations in Paragraph 658.

659. Paragraph 659 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

1 660. Paragraph 660 states legal conclusions to which no response is required.
2 To the extent a response is required, BANA denies them.

3 661. Paragraph 661 states legal conclusions to which no response is required.
4 To the extent a response is required, BANA admits only that Class Representative
5 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
6 is appropriate in this action, denies any liability with respect to Plaintiffs and the
7 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
8 ascertainable or entitled to damages or any other relief.

9 **FOURTEENTH CLAIM FOR RELIEF**
10 **VIOLATIONS OF CALIFORNIA DUE PROCESS CLAUSE**

11 Cal. Const. art. I, § 7(a)

12 (Brought by Class Representative Plaintiffs and Individual Plaintiffs in the *Abarr*,
13 *Alvarez, Brotman, Meza, Morrell, and Payton* Actions)

14 662. BANA re-alleges and incorporates its responses to all factual allegations
15 set forth in the SAMCC.

16 663. BANA states that the California Constitution's due process clause
17 referenced in Paragraph 663 speaks for itself and is the best evidence of its content,
18 and denies any characterization inconsistent with the text of the Amendment.

19 664. Paragraph 664 states legal conclusions to which no response is required.
20 To the extent a response is required, BANA denies them.

21 665. Paragraph 665 states legal conclusions to which no response is required.
22 To the extent a response is required, BANA denies them.

23 666. Paragraph 666 states legal conclusions to which no response is required.
24 To the extent a response is required, BANA admits only that Class Representative
25 Plaintiffs purport to seek relief on behalf of a class. BANA denies that class treatment
26 is appropriate in this action, denies any liability with respect to Plaintiffs and the
27

1 alleged putative classes, and denies that Plaintiffs and alleged putative classes are
2 ascertainable or entitled to damages or any other relief.

3 **VII. PLAINTIFF'S PRAYER FOR RELIEF**

4 BANA denies that Plaintiffs are entitled to any of the relief they seek.

5 **VIII. AFFIRMATIVE DEFENSES**

6 BANA alleges, on information and belief, the defenses set forth below. In
7 doing so, it refers to "Plaintiffs" to encompass named Plaintiffs, members of the
8 putative class, and all other individuals seeking relief through the SAMCC, intending
9 to assert each defense as to each such person to whom that defense might apply based
10 on the facts and circumstances of such person. It asserts the defenses without
11 admitting that it bears the burden of proof or persuasion as to any defense or any
12 element thereof. BANA reserves the right to allege additional affirmative defenses
13 as may become apparent during the course of this action.

14 **FIRST AFFIRMATIVE DEFENSE**

15 **(Waiver, Release, Accord and Satisfaction, Judgment)**

16 Plaintiffs' causes of action are barred or limited by waiver, release, accord and
17 satisfaction, judgment, or similar concepts whereby the controversy and/or alleged
18 injuries has been resolved in whole or in part.

19 **SECOND AFFIRMATIVE DEFENSE**

20 **(Equitable Relief)**

21 Plaintiffs' demand for equitable relief is barred or limited because Plaintiffs
22 have an adequate remedy at law and such relief is otherwise unnecessary, unduly
23 burdensome, and inequitable.

THIRD AFFIRMATIVE DEFENSE

(Equitable Defenses)

Some or all of Plaintiffs' causes of action are barred or limited, in whole or in part, by equitable defenses, including estoppel, unclean hands, and Plaintiffs' inequitable conduct.

FOURTH AFFIRMATIVE DEFENSE

(Intervening Events)

Plaintiffs' causes of action are barred or limited to the extent that they seek to impose liability on BANA for any failure of technology or event or circumstance that was not reasonably under BANA's control or ability to prevent.

FIFTH AFFIRMATIVE DEFENSE

(Acts, Omissions or Requirements of Third Parties)

Plaintiffs' causes of action are barred or limited insofar as they are based on, or insofar as Plaintiffs' losses or injuries were caused by, the acts or omissions of third parties for whom BANA is not responsible or arise from the requirements or obligations imposed by third parties, including the State of California.

SIXTH AFFIRMATIVE DEFENSE

(Applicable Laws, Regulations and Contracts)

To the extent that Plaintiffs have suffered any legally cognizable injuries, damages, or harm, which BANA denies, Plaintiffs' causes of action are barred or limited because at all relevant times BANA has operated its business in compliance with applicable laws, regulations and public contracts. BANA relies on all defenses or other protections arising from the terms of or its compliance with such laws, regulations and public contracts. In addition, California state law, and/or federal law and regulatory requirements, limitations and mandates, and/or the contract between BANA and the State of California caused or contributed to the circumstances of

1 which Plaintiffs complain, and BANA cannot be held responsible for having caused
2 those circumstances.

3 **SEVENTH AFFIRMATIVE DEFENSE**

4 **(Consent and Voluntary Agreement)**

5 Plaintiffs' causes of action are barred or limited by the voluntary choice and
6 consent of Plaintiffs to the terms and conditions imposed by the State of California
7 and the federal government for the subject benefit program, to Plaintiffs' voluntary
8 decision to receive their benefits through the debit card, and to Plaintiffs' agreement
9 to their Cardholder Agreement with BANA.

10 **EIGHTH AFFIRMATIVE DEFENSE**

11 **(Authorization, and Comparative or Contributory Fault)**

12 To the extent Plaintiffs have suffered or will suffer any loss or damages, which
13 BANA denies, such loss and damages were caused, in whole or in part, by Plaintiffs'
14 actions, in that Plaintiffs authorized the conduct (such as the use of the debit card by
15 others) and/or failed to use ordinary care and diligence or engaged in other conduct
16 to create or cause the loss, or to contribute to or cause such damages. In the event
17 any fault of BANA is found to have caused or contributed to cause any damages to
18 Plaintiffs which is denied, any recovery against BANA must be reduced and limited
19 by such authorization or comparative or contributory fault of Plaintiffs.

20 **TENTH AFFIRMATIVE DEFENSE**

21 **(Failure, Refusal, or Neglect to Mitigate Damages)**

22 Plaintiffs have failed, refused, and/or neglected to take reasonable steps to
23 mitigate their damages, if any, thus barring or diminishing any recovery.

24 **ELEVENTH AFFIRMATIVE DEFENSE**

25 **(Failure to State a Cause of Action Upon Which Relief Can be Granted)**

26 The Complaint, and all allegations and causes of action set forth therein, fail
27 to state a cause of action upon which relief can be granted.

TWELFTH AFFIRMATIVE DEFENSE

(Illegality and Fraud)

Plaintiffs' causes of action are barred or limited to the extent that they engaged in enrollment or other form of public benefit fraud, Plaintiffs' contract and conduct were tainted by illegality, or their damages, injuries, or harms were caused by their own misconduct or fraudulent representations in their application for benefits and/or in connection with an unauthorized transaction claim.

THIRTEENTH AFFIRMATIVE DEFENSE

(Good Faith)

Plaintiffs' causes of action are barred or limited to the extent they seek to impose liability on BANA for acts or omissions that BANA took in good faith, with a basis in fact and/or law.

FOURTEENTH AFFIRMATIVE DEFENSE

(Barred by Failure of Like Individual Civil Action)

The Complaint and relief requested under it through the class action device is barred or limited to the extent it prevents or hinders BANA's right to defend and prevail against any individual if that consumer had brought a civil action for relief in his or her own name. BANA is entitled to raise all defenses, including affirmative defenses, that may be unique to one or some members of any putative class, and so hereby reserves all such defenses.

FIFTEENTH AFFIRMATIVE DEFENSE

(Prospective Relief Barred)

The Plaintiffs' claims for prospective relief are barred or limited because the conduct on which Plaintiffs' relief relies is not ongoing and the debit card program at issue has terminated.

SIXTEENTH AFFIRMATIVE DEFENSE

(Laches)

Some or all of Plaintiffs' causes of action or requests for relief are barred or limited by laches.

SEVENTEENTH AFFIRMATIVE DEFENSE

(Mootness)

Plaintiffs' causes of action or requests for relief are moot.

EIGHTEENTH AFFIRMATIVE DEFENSE

(Previously-Asserted Defenses)

BANA re-asserts as a defense each and every ground set forth in their previously-filed motion to dismiss, which is incorporated by reference.

NINETEENTH AFFIRMATIVE DEFENSE

(Unconstitutional Punitive Damages)

Plaintiffs cannot recover punitive damages to the extent such damages would violate provisions of the U.S. Constitution and California Constitution, including, but not limited to, the due process clause contained therein.

TWENTIETH AFFIRMATIVE DEFENSE

(Statute of Limitations)

Some or all of Plaintiffs' causes of action are barred or limited by the applicable statute of limitations.

TWENTY-FIRST AFFIRMATIVE DEFENSE

(Lack of Particularity)

The Complaint is too vague for BANA to ascertain the factual bases of any cause of action that Plaintiffs are attempting to allege. This failure may preclude BANA from raising all appropriate defenses, and BANA reserves the right to raise such affirmative defenses as their applicability becomes clear.

TWENTY-SECOND AFFIRMATIVE DEFENSE

(Effect of Failure to Comply with Error Resolution Process)

Plaintiffs' EFTA cause of action, and all claims arising under the same facts and circumstances, are barred or limited by Plaintiffs' failure to comply with, and waiver of protections they would otherwise have under, the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* and Regulation E, 12 CFR § 1005.1, *et seq.*, including the error resolution provisions of EFTA and Regulation E.

TWENTY-THIRD AFFIRMATIVE DEFENSE

(Previous Resolution of Errors)

Plaintiffs' EFTA cause of action, and all claims arising under the same facts and circumstances, are barred or limited because BANA resolved the alleged errors correctly and did so in compliance with the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* and Regulation E, 12 CFR § 1005.1, *et seq.*

TWENTY-FOURTH AFFIRMATIVE DEFENSE

(Accounts Not Covered Under EFTA or Regulation E)

Plaintiffs' EFTA cause of action, and all claims arising under the same facts and circumstances, are barred or limited to the extent Plaintiffs' Accounts do not benefit from the relevant requirements or protections of the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* and Regulation E, 12 CFR § 1005.1, *et seq.*, including because Pandemic Unemployment Assistance payments are not subject to those laws.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

(Mistake or Error)

Plaintiffs' causes of action are barred or limited to the extent that they seek to impose liability on BANA for any failure due to mistake, inadvertence or bona fide error.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

(UCL Predicates)

To the extent Plaintiffs' cause of action under the Unfair Competition Law is based upon predicate laws or regulations, those claims are subject to and limited by the scope, exceptions, exclusions, and defenses to such predicate laws or regulations. In addition, the UCL cause of action may not be based on predicate laws or regulations where the Court has dismissed purported direct claims thereunder.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

(Pandemic Emergency)

Some or all of Plaintiffs' causes of action are barred or limited to the extent the COVID-19 pandemic emergency that existed in California in 2020 and 2021 caused or contributed to the circumstances of which Plaintiffs complain or created or contributed to circumstances that were never anticipated and could not reasonably have been avoided.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

(Defenses Derivative of State Defenses)

To the extent some or all of Plaintiffs' causes of action are based on acts or omission directed by or engaged in collectively with the State of California, those causes of action are barred or limited to the fullest extent the State would have a defense to a direct claim based on those circumstances.

TWENTY-NINTH AFFIRMATIVE DEFENSE

(EFTA Treble Damages)

Plaintiffs cannot recover treble damages under the EFTA to the extent such damages would violate provisions of the U.S. Constitution and California Constitution, including, but not limited to, the due process clause contained therein.

THIRTIETH AFFIRMATIVE DEFENSE

(Preemption)

Some or all of Plaintiffs' causes of action are barred or limited by principles of federal preemption, to the extent recovery would be inconsistent with federal law, regulation, or guidance.

THIRTY-FIRST AFFIRMATIVE DEFENSE

(EFTA and Regulation E)

Some or all of Plaintiffs' claims arising under or in connection with the requirements and rights of the Electronic Funds Transfer Act, 15 U.S.C. § 1693, *et seq.* and Regulation E, 12 CFR § 1005.1, *et seq.* are barred or limited by the scope, exclusions, exceptions, limitations and defenses provided by those laws, including but not limited to 15 U.S.C. §§ 1693h, 1693j and 1693m.

THIRTY-SECOND AFFIRMATIVE DEFENSE

(Alternative Relief)

Some or all of Plaintiffs' causes of action are barred or limited by other forms of remedies or relief they have received, including pursuant to merchant refunds or credits provided, payments from the State of California, reconsiderations of error claims, and payments from or account adjustments performed by BANA.

THIRTY-THIRD AFFIRMATIVE DEFENSE

(Permissible Conduct)

Plaintiffs' causes of action are barred or limited under principles of license, privilege, permission, ratification and similar concepts barring recovery where the acts or conduct at issue were permissible or permitted.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

(CCPA)

Some or all of Plaintiffs' causes of action arising under or in connection with the requirements and rights of the California Consumer Privacy Act, Cal. Civ. Code

1 §§ 1798.100 *et seq.*, are barred or limited by the scope, exclusions, exceptions,
2 limitations and defenses provided by that law.

3 **THIRTY-FIFTH AFFIRMATIVE DEFENSE**

4 **(Due Process)**

5 Plaintiffs' causes of action under federal and state due process provisions are
6 barred or limited based on the pre- and post-deprivation procedures and remedies
7 provided by the State and/or BANA, or due to the acts of the State in failing to
8 provide such procedures, or under the circumstances were reasonable, or due to
9 Plaintiffs' consent including through the Cardholder Agreement, or Plaintiffs were
10 not entitled to such procedures to the extent they engaged in fraud or were not eligible
11 for the subject benefits.

12 **THIRTY-SIXTH AFFIRMATIVE DEFENSE**

13 **(Governing Law)**

14 Some or all of Plaintiffs' causes of action, or related rights, are governed by
15 laws other than federal law or California law, including the law of the domicile of
16 the Plaintiff, and to that extent BANA relies on such states' laws and reserves all
17 defenses under such states' laws.

18 **THIRTY-SEVENTH AFFIRMATIVE DEFENSE**

19 **(Lack of Standing)**

20 Plaintiffs' causes of action are barred or limited to the extent they lack standing
21 to assert those claims, including their claims under the CCPA.

22 **THIRTY-EIGHTH AFFIRMATIVE DEFENSE**

23 **(Cure)**

24 Plaintiffs are not entitled to statutory damages under the CCPA because BANA
25 fully cured any purported CCPA violation.

1 Dated: August 15, 2024

Respectfully Submitted,

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