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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

IN RE BANK OF AMERICA CALIFORNIA UNEMPLOYMENT BENEFITS LITIGATION,

This Document Relates to All Actions

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

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

Defendant Bank of America, N.A. ("BANA") hereby answers ("Answer") and pleads affirmative defenses to the Third Amended Master Consolidated Complaint ("Third") filed on January 24, 2025, ECF No. 406, by purported class representative plaintiffs Jennifer Yick, Vanessa Rivera, Candace Koole, Azuri Moon, Roland Oosthuizen, Rosemary Mathews, Carlos Rodriguez, J. Michael Willrich, Lindsay McClure, Clara Cajas, Stephanie Smith, Alan Karam, Brian Wiggins, Jonathan Smith, Alex Yuan, Jory Zoelle, Cindy Baker, Ursula Auburn, Kuang Ting Chong, Stephanie Moore, and Zinaida Petrova on behalf of themselves and allegedly on behalf of all others similarly situated (collectively, for purposes of reference but without any admission that any class should be certified, "Class Representative Plaintiffs"),[1] by 133 individual plaintiffs (collectively, "Individual Plaintiffs"), and by all other individuals seeking relief through the TAMCC (together with the Class Representative Plaintiffs and the Individual Plaintiffs, "Plaintiffs").

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

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[1] The Motion for Class Certification (ECF No. 324) was brought by only Class Representative Plaintiffs K. T. Chong, C. Koole, L. McClure, A. Moon, S. Moore, R. Oosthuizen, V. Rivera, J. Michael Willrich, and A. Yuan.

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

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

BANA answers the allegations in each of the TAMCC-numbered paragraphs as follows.

I. INTRODUCTION

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

2. BANA admits that it entered into a contract with EDD pursuant to which BANA issued prepaid debit cards ("EDD Prepaid Debit Cards" or "Cards") to EDD-approved recipients who chose to receive their benefits through EDD Prepaid Debit Cards, which are linked to individual EDD Prepaid Debit Card accounts ("EDD Prepaid Debit Card Accounts" or "Accounts") maintained by BANA, but denies that Plaintiffs and Class Members received their benefits payments "not from EDD directly." BANA admits that Plaintiffs and Class Members received EDD benefits through a BANA-issued EDD Prepaid Debit Card and that BANA managed those Cards as well as the Accounts accessed by those Cards. BANA denies that it failed to take necessary or reasonable steps to protect Plaintiffs' and Class Members' EDD Prepaid Debit Cards and Accounts from fraudulent access by third parties, denies that

Plaintiffs and Class Members were treated with less care than consumer debit and credit card holders, and denies that consumer debit and credit card holders are a relevant or a reasonable comparison given the many differences between the products and agreements pertaining to them. BANA denies that it chose to issue prepaid debit cards with magnetic stripe technology. BANA admits only that EDD's contract with BANA specified that EDD Prepaid Debit Cards would be equipped with magnetic stripe technology, and that BANA lacked authority under the terms of its contract to implement EMV chips into EDD Prepaid Debit Cards without EDD's approval, which BANA did not receive until 2021. BANA denies that EMV chip technology was or is the "industry-standard" for prepaid debit cards like EDD Prepaid Debit Cards, or that magnetic stripe technology was "outdated" for prepaid debit cards like EDD Prepaid Debit Cards. BANA denies that magnetic stripe technology makes prepaid debit cards "far more susceptible to skimming, cloning, and other schemes" that allowed third parties to fraudulently use and access Plaintiffs' and Class Members' EDD Prepaid Debit Cards and Accounts, and denies that its security practices enabled unauthorized persons to access Plaintiffs' and Class Members' personal and financial information and to make fraudulent, unauthorized transactions involving Plaintiffs' and Class Members' EDD Prepaid Debit Cards and Accounts. All remaining allegations in Paragraph 2 are argumentative, conclusory, and state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

3. BANA denies that it "adopted a series of 'customer service' practices and policies that have required Plaintiffs and Class Members to spend dozens of hours on the phone with customer service," and denies that it has "otherwise frustrated and obstructed Plaintiffs' and Class Members' efforts" to submit unauthorized transaction claims. All remaining allegations in Paragraph 3 are

argumentative, conclusory, and state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

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

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

II. JURISDICTION AND VENUE

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

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

8. The allegations in Paragraph 8 state legal conclusions to which no 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 unauthorized transactions on her EDD Prepaid Debit Card Account in December 2020, but admits that Koole contacted BANA in December 2020 to report allegedly unauthorized transactions. As to Koole'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 11 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

12. BANA admits that Moon 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 June 2020. BANA denies that Moon was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020, but admits that multiple ATM withdrawals took place on Moon's Account in October 2020 totaling $1,800, and that Moon contacted BANA in October 2020 to report allegedly unauthorized transactions. As to Moon's allegations regarding his 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 12 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

13. BANA admits that Oosthuizen 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 Oosthuizen was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020, but admits that five ATM withdrawals for $1,000 each took place on Oosthuizen's Account in September 2020, and that Oosthuizen contacted BANA in September 2020 to report allegedly unauthorized transactions. As to Oosthuizen's allegations regarding his 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 13 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

14. BANA admits that Mathews 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 Mathews was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account in October 2020, but admits that Mathews contacted BANA in October 2020 to report allegedly unauthorized transactions. As to Mathew'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 14 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

15. BANA admits that C. Rodriguez 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 C. Rodriguez was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account in October 2020, but admits that C. Rodriguez contacted BANA in December 2020 to report allegedly unauthorized transactions. As to C. Rodriguez's allegations regarding his 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 15 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

16. BANA admits that Willrich 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 Willrich was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Willrich contacted BANA to report allegedly unauthorized transactions. As to Willrich's allegations regarding his 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 16 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

17. BANA admits that McClure 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 McClure was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that McClure contacted BANA to report allegedly unauthorized transactions on or about December 1, 2020. As to McClure'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 17 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

18. [Removed]

19. BANA admits that Cajas 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 Cajas was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that Cajas contacted BANA to report allegedly unauthorized transactions. As to Cajas'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 19 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

20. BANA admits that S. Smith began receiving 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 in or about June 2020. BANA denies that

S. Smith was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that S. Smith contacted BANA in December 2020 to report allegedly unauthorized transactions. As to S. Smith'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 20 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

21. BANA admits that Karam began receiving 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 in or about June 2020. BANA denies that Karam was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Karam contacted BANA in August 2020 to report allegedly unauthorized transactions. As to Karam's allegations regarding his 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 21 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

22. [Removed]

23. BANA denies that Wiggins began receiving 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 in August 2020. BANA denies that Wiggins was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Wiggins contacted BANA in November 2020 to report allegedly unauthorized transactions. As to Wiggins's allegations regarding his 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 23 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

24. BANA admits that J. Smith 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 J. Smith was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that J. Smith contacted BANA to report allegedly unauthorized transactions. As to J. Smith's allegations regarding his 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 24 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

25. BANA admits that Yuan 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 Yuan was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Yuan contacted BANA to report allegedly unauthorized transactions. As to Yuan's allegations regarding his 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 25 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

26. BANA admits that Zoelle 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 Zoelle was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that Zoelle contacted BANA to report allegedly unauthorized transactions. As to Zoelle'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 26 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

27. BANA admits that Baker 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 Baker was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that Baker contacted BANA to report allegedly unauthorized transactions. As to Baker'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 27 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

28. BANA admits that Auburn 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 Auburn was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that Auburn contacted BANA to report allegedly unauthorized transactions. As to Auburn'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 28 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

29. [Removed]

30. BANA admits that Chong 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 Chong was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Chong contacted BANA in July 2020 to report allegedly unauthorized transactions. As to Chong's allegations regarding his 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 30 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

31. BANA admits that Moore 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 Moore was the victim of unauthorized transactions on his EDD Prepaid Debit Card Account, but admits that Moore contacted BANA in July 2020 to report allegedly unauthorized transactions. As to Moore'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 31 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

32. BANA admits that Petrova 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 Petrova was the victim of unauthorized transactions on her EDD Prepaid Debit Card Account, but admits that Petrova contacted BANA in May 2021 to report allegedly unauthorized transactions. As to Petrova'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 32 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

33. [Removed]

B. Individual Plaintiffs

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

C. Defendants

35. BANA admits that it is a financial institution headquartered in North Carolina, but denies that it is incorporated in Delaware. BANA admits that it conducts business in California, and 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 denies the remaining allegations in Paragraph 35.

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

37. The allegations in Paragraph 37 state legal conclusions to which no 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" means of distributing benefits, or to admit or deny the authenticity, references to, or content of the undated webpage referenced in Paragraph 47, including in footnotes 2 and 3, which was not attached to the TAMCC, and therefore denies the allegations.

48. The allegation that "EDD has delegated to the Bank the public functions of distributing EDD benefits to Cardholders" is a legal conclusion to which no

response is required. To the extent a response is required, BANA denies the allegation. BANA lacks knowledge and information sufficient to admit or deny the allegation in Paragraph 48 that "EDD Prepaid Debit Cards and Accounts are an integral part of EDD's benefits distribution and administration system," and therefore denies it. BANA states that the contract referenced in Paragraph 48 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the contract.

49. BANA denies the allegations in Paragraph 49.

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

51. BANA admits that between September 2020 and March 2021, BANA froze certain EDD Prepaid Debit Card Accounts as permitted under the Cardholder Agreement and its contract with EDD based on BANA's assumption and belief at the time that the cardholders associated with those Accounts had engaged in enrollment fraud, and avers that such Accounts were presented to EDD to verify their eligibility for EDD benefits. BANA also admits that between March 2021 and the end of the program, BANA blocked certain EDD Prepaid Debit Card Accounts as permitted under the Cardholder Agreement and its contract with EDD based on BANA's assumption and belief at the time that the cardholders associated with those Accounts

had engaged in fraud, but otherwise denies the allegations in the second sentence of Paragraph 51. BANA denies that it earns interest on funds in frozen Accounts. All remaining allegations in Paragraph 51, including whether the Account freezes or blocks alleged in Paragraph 51 are at issue in this case, state legal conclusions to which no response is required. To the extent a response is required, BANA denies the allegations.

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

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

54. The allegations in Paragraph 54 state legal conclusions to which no response is required. To the extent a response is required as to the allegations concerning the contract referenced in Paragraph 54, BANA states that the contract speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the contract. BANA denies all remaining allegations in 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 TAMCC, 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 PIN that cannot be stolen by skimming. BANA admits that the process of "skimming" occurs when a wireless transmitter affixed to a card reader collects the information on the magnetic stripe when the Card is swiped or inserted and sends it to a nearby computer, and avers that "skimming" of the data stored on a magnetic stripe can occur regardless of whether the card is equipped with EMV chip technology. BANA admits that the recipient can potentially use this information to

clone a consumer's card or conduct unauthorized transactions, but otherwise denies the allegations in Paragraph 61.

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

63. BANA denies that the financial industry has adopted EMV chip technology as the industry standard for prepaid debit cards over the past decade, as the DOL, CFPB, and MasterCard indicate otherwise. *See* CFPB, "The Consumer Credit Card Market," at § 9.1.1; 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 that, while magnetic stripes generally have the same card-identifying information provided for each transaction, EMV chips generally contain data that can be interacted with, altered, and updated, and admits that an EMV chip generally creates a unique electronic signature for each transaction if the EMV chip, rather than the magnetic stripe on that card, is used for the transaction. BANA denies all remaining allegations in Paragraph 63, and further responds that data stored on the magnetic stripe of EMV chip cards can still potentially be skimmed and used in the same manner as the data on magnetic stripe cards irrespective of the EMV chip.

64. BANA admits that, in 2011, it announced its plan to offer EMV chips in corporate credit cards to its U.S. business customers who regularly traveled outside of the U.S. BANA states that the fact that BANA issued certain corporate credit cards with EMV chips is irrelevant to the issue of whether and when BANA offered

EMV chips on EDD Prepaid Debit Cards, which were issued pursuant to the terms of BANA's contract with EDD and consistent with industry standards for prepaid cards.

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

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

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

68. BANA states that its current website speaks for itself and is the best evidence of its content and denies any characterization in Paragraph 68 that is inconsistent with the text of its current website. BANA further states that the allegations in Paragraph 68 are irrelevant to the claims at issue because the terms of the BANA's contract with EDD required only magnetic stripe technology and EDD approval prior to any technology-related changes initiated by BANA. BANA denies all remaining allegations in Paragraph 68.

69. BANA denies the allegations in Paragraph 69.

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

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

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

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

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

E. "The Rampant Third-Party Fraud on EDD Prepaid Debit Card Accounts"

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

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

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

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

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

79. BANA admits that the Coronavirus Aid, Relief, and Economic Security Act was signed into law in March 2020, and states that the law speaks for itself. BANA admits that the infusion of government funds led to an increase in fraudulent activity directed at unemployment benefits programs, including fraudulent applications for unemployment benefits by individuals not entitled to benefits (e.g., prisoners, international criminal syndicate members, out-of-state individuals), and that some agencies issued alerts regarding such fraud once it was detected, but denies that the fraud was readily foreseeable to or preventable by BANA. As for the articles and reports referenced in Paragraph 79, BANA states only that those articles and reports speak for themselves and are the best evidence of their contents, but does not admit that any of those contents are true or accurate. Except as expressly admitted, BANA denies all remaining allegations in Paragraph 79, and specifically denies the allegations in the last sentence of Paragraph 79 alleging that BANA "failed to take

reasonable measures to prepare for, prevent, or respond to the readily foreseeable wave of transactional fraud affecting its EDD Prepaid Debit Cards and Accounts." All remaining allegations in Paragraph 79 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

F. "The Bank's Evasive and Ineffectual Response Prior to the Filing of Plaintiffs' Initial Class Action Complaint and the Court's Issuance of a Preliminary Injunction"

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

1. "The Bank's Policy and Practice of Not Employing Reasonable Practices and Procedures to Monitor for, Detect, Stop, and Promptly Notify Cardholders About Suspicious Transactions Involving Their Cards and Accounts"

81. BANA states that the 2015 Proposal referenced in Paragraph 81 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. All remaining allegations in Paragraph 81 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

82. BANA admits only that the contact information for the majority of Plaintiffs' Accounts reflects addresses in California. As to the allegations in Paragraph 82 regarding unnamed putative class members, BANA lacks knowledge and information sufficient to admit or deny them, and therefore BANA denies them.

83. BANA admits that it was aware of the COVID-19 pandemic, that some jurisdictions imposed travel restrictions, and that some individuals chose to or were unable to travel during this time. All remaining allegations in Paragraph 83 state

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

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

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

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

2. "The Bank's Policy and Practice of Making it Difficult for Cardholders to Report Unauthorized Transactions"

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

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

3. "The Bank's Policy and Practice of Automatically Denying Unauthorized Transaction Claims Without Reasonable Investigation or Explanation, Including Based Solely on a Highly Flawed 'Claim Fraud Filter'"

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

90. As to the allegations in Paragraph 90 which regard unnamed cardholders, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. BANA admits that its correspondence with cardholders generally included a phone number that cardholders could use to contact BANA. BANA, however, lacks knowledge and information sufficient to admit or deny the authenticity, references to or content and characterization of the "form letter" referenced in Paragraph 90, which was not attached to the TAMCC, and therefore denies allegations based on it. BANA denies the remaining allegations in Paragraph 90.

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

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

4. "The Bank's Policy and Practice of Automatically and Indefinitely Freezing Cardholders' Accounts When They Report Unauthorized Transactions, Based on a Highly Flawed 'Claim Fraud Filter'"

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

94. As to the allegations in Paragraph 94 which regard unnamed cardholders, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. BANA admits that it has frozen cardholders' Accounts as permitted under the Cardholder Agreement. BANA lacks knowledge and information sufficient to admit or deny the authenticity, references to, or content of the notices sent to unnamed cardholders referenced in Paragraph 94, which were not attached to the TAMCC, and therefore denies allegations based on them. BANA denies the remaining allegations in Paragraph 94.

95. As to the allegations in Paragraph 95 which regard unnamed cardholders, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. BANA admits that it has frozen cardholders' Accounts

as permitted under the Cardholder Agreement and has required certain cardholders to re-establish their identity and re-verify their eligibility with BANA or EDD, dependent on the context, as a condition of unfreezing their Account. BANA lacks knowledge and information sufficient to admit or deny the authenticity, references to or content and characterization of the "State Auditor" statistics referenced in Paragraph 95, which were not attached to the TAMCC, and therefore denies allegations based on them. BANA denies the remaining allegations in Paragraph 95.

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

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

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

98. BANA admits that, through its vendors, BANA hired thousands of new customer service agents for its prepaid call centers beginning in the fall of 2020 in response to the unprecedented spike in call volume immediately following the beginning of the COVID-19 pandemic in the U.S. As to the remaining allegations in Paragraph 98, including the allegation that the volume of EDD cardholders seeking

assistance during the pandemic was "predictably large" and that the customer service agents are "not empowered to resolve fraud claims," BANA denies them.

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

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

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

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

103. As to the allegations in Paragraph 103, which regard unnamed cardholders, BANA lacks knowledge and information sufficient to admit or deny, and therefore denies them. BANA denies the remaining allegations in Paragraph 103. As for the article referenced by a footnote in Paragraph 103, BANA states only that the article speaks for itself and is the best evidence of its contents, but does not admit that any of those contents are true or accurate.

104. BANA denies the allegations in Paragraph 104. As for the article referenced by a footnote in Paragraph 104, BANA states only that the article speaks

for itself and is the best evidence of its contents, but does not admit that any of those contents are true or accurate.

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

6. "The Court Preliminarily Enjoins the Bank's Policies and Practices"

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

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

108. BANA admits that, on April 1, 2021, Plaintiffs in the nine consolidated *Yick* cases filed a Motion for Preliminary Injunction and Provisional Class Certification pursuant to Rule 23(b)(2). BANA states, however, that its Opposition to Plaintiffs' Motion for Preliminary Injunction and Provisional Class Certification is the best evidence of BANA's position against the Motion and denies any characterization inconsistent with the text of that filing. As to all remaining allegations in Paragraph 108, BANA denies them.

109. BANA admits that, on May 17, 2021, the district court in *Yick* issued an Order Re Preliminary Injunction. BANA states that this Order speaks for itself and is the best evidence of its contents and denies any characterization inconsistent with

the text of the Order. As to all remaining allegations in Paragraph 109, BANA denies them.

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

7. "The Bank's Policies and Practices Continue to Harm Cardholders"

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

112. BANA denies the allegations in Paragraph 112.

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

G. Class Representatives Plaintiffs' Allegations

1. Jennifer Yick

114. BANA admits that four transactions with DoorDash totaling over $400 took place on Yick's EDD Prepaid Debit Card Account on November 2, 5, 8, and 16,

2020, and that, subsequently, her EDD Prepaid Debit Card Account had a balance of $0.70 in late November 2020, but denies that these transactions on her 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 114, and therefore denies them.

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

116. BANA denies the allegations in Paragraph 116.

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

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

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

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

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

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

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

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

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

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

2. Vanessa Rivera

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

128. BANA admits that a transaction for an ATM withdrawal of $800 took place on V. Rivera's EDD Prepaid Debit Card Account on January 29, 2021, and that, subsequently, her EDD Prepaid Debit Card Account had a balance of $4.17 on January 29, 2021, but denies that this transaction on her EDD Prepaid Debit Card Account in January 2021 was unauthorized. BANA admits that BANA sent V. Rivera a low balance alert for her EDD Prepaid Debit Card Account via text message on January 29, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 128, and therefore denies them.

129. BANA admits that V. Rivera logged into her EDD Prepaid Debit Card Account online on January 29, 2021. BANA admits that transactions for an ATM

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

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

131. BANA admits that it sent a replacement EDD Prepaid Debit Card to V. Rivera, that V. Rivera contacted BANA to activate her EDD Prepaid Debit Card on February 6, 2021, and that a BANA prepaid debit card call center representative told V. Rivera that her EDD Prepaid Debit Card Account had been frozen due to fraud.

BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 131, and therefore denies them.

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

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

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

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

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

140. BANA admits that it sent Koole a letter dated December 31, 2020. BANA states that the letter speaks for itself, and denies any allegations inconsistent with its contents. The remaining allegations in Paragraph 140 state legal conclusions

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

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

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

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

4. Azuri Moon

144. BANA admits that two transactions for ATM withdrawals of $800 and $1,000 took place on Moon's EDD Prepaid Debit Card Account on October 19, 2020 and October 20, 2020 respectively, but denies that those transactions on his EDD

Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that Moon's EDD Prepaid Debit Card Account, subsequently, had "virtually no money" in it. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 144, and therefore denies them.

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

146. BANA denies that Moon had not received "any communication" from BANA between October 21, 2020 and mid-November 2020. BANA admits that Moon contacted BANA to inquire about his alleged unauthorized transaction claim in mid-November 2020, and that, on a mid-November call, a BANA prepaid debit card call center representative informed Moon that his alleged unauthorized transaction claim had been closed, and suggested that he file a police report and to submit a written statement to BANA, but denies that the BANA prepaid debit card call center representative told Moon he was responsible for proving that he had not committed fraud or that a police report was required to support his alleged unauthorized transaction claim or for BANA to consider his alleged unauthorized transaction claim. BANA denies that a BANA prepaid debit card call center representative told Moon that he was liable for the allegedly unauthorized transactions or that BANA would not be returning the money. The allegations in Paragraph 146 regarding BANA's investigation of Moon's alleged unauthorized transaction claim state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 146, and therefore denies them.

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

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

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

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

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

5. Roland Oosthuizen

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

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

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

155. BANA admits that Oosthuizen suspended his EDD Prepaid Debit Card online on September 29, 2020. BANA denies that Oosthuizen contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on September 30, 2020, but avers that Oosthuizen contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on September 29, 2020. BANA admits that, on a September 29, 2020 call, a BANA prepaid debit card call center representative helped Oosthuizen to file an alleged unauthorized transaction claim, but denies that the BANA prepaid debit card call

center representative told Oosthuizen that he should wait to hear back from BANA regarding his alleged unauthorized transaction claim. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 155, and therefore denies them.

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

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

158. BANA admits that BANA received a facsimile from Oosthuizen on November 5, 2020. BANA states that the facsimile speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that it did not provide Oosthuizen a temporary credit after it had closed his alleged unauthorized transaction claim in October 2020, but BANA denies that it failed to provide Oosthuizen's EDD Prepaid Debit Card Account with any credit for his alleged unauthorized transaction claim. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 158 regarding Oosthuizen's faxing and receipt of any documents from BANA and the hardship Oosthuizen alleges that he experienced, and

therefore denies them. The remaining allegations in Paragraph 158 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

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

6. Rosemary Mathews

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

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

162. BANA admits that it did not send Mathews an alert regarding the transaction referenced in Paragraph 160, that Mathews successfully logged onto her EDD Prepaid Debit Card Account online on October 18, 2020, and that Mathews's EDD Prepaid Debit Card Account had a balance of less than $500 at the start of October 18, 2020. BANA denies that the ATM withdrawal referenced in Paragraph 162 was unauthorized, and denies that Mathews would not have been able to view the transaction when she logged into her EDD Prepaid Debit Card Account online.

BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 162, and therefore denies them.

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

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

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

166. BANA admits that BANA received a facsimile from Mathews on November 5, 2020 and that BANA did not provide Mathews a temporary credit. BANA states that the facsimile 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 Paragraph 166, and therefore denies them.

167. BANA admits that, on December 23, 2020, Mathews contacted the Bank regarding a freeze placed on her EDD Prepaid Debit Card Account on

December 17, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 167, and therefore denies them.

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

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

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

7. Carlos Rodriguez

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

172. BANA denies that C. Rodriguez contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on or about December 17, 2020. BANA admits that an ATM withdrawal of $230 took place on

C. Rodriguez's EDD Prepaid Debit Card Account on December 10, 2020, and that multiple ATM balance inquiries including one on November 30, 2020 and others in December 2020 took place on C. Rodriguez's EDD Prepaid Debit Card Account, but denies that the December 10, 2020 transaction on C. Rodriguez's EDD Prepaid Debit Card Account was unauthorized, and denies that the November 30, 2020 and December 2020 balance inquiries were conducted by some "unidentified person(s)". BANA denies that an ATM withdrawal of $900 took place on C. Rodriguez's EDD Prepaid Debit Card Account on December 17, 2020, but avers that an ATM withdrawal of $900 took place on C. Rodriguez's EDD Prepaid Debit Card Account on December 18, 2020 in the Los Angeles area. BANA denies that the December 18, 2020 ATM withdrawal on C. Rodriguez's EDD Prepaid Debit Card Account was unauthorized. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 172, and therefore denies them.

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

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

175. BANA admits that C. Rodriguez filed a putative class action lawsuit against BANA in the Northern District of California in January 2021. BANA admits that it unfroze C. Rodriguez's EDD Prepaid Debit Card Account on March 18, 2021, and that BANA unblocked C. Rodriguez's EDD Prepaid Debit Card Account after he called in and authenticated his identity with a BANA prepaid debit card call center representative in April 2021. BANA admits it sent Rodriguez a letter in March 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 Paragraph 175, and therefore denies them.

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

8. J. Michael Willrich

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

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

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

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

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

182. BANA admits that Willrich contacted BANA to inquire about his alleged unauthorized transaction claim in early November 2020. BANA admits that, on the early November 2020 call, a BANA prepaid debit card call center representative told Willrich that his alleged unauthorized transaction claim was closed as a result of a "glitch" in the system, and that the BANA prepaid debit card call center representative told Willrich that BANA would submit a complaint and reconsider Willrich's alleged unauthorized transaction claim. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 182, and therefore denies them.

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

184. BANA admits that it credited Willrich's EDD Prepaid Debit Card Account on January 12, 2021, and avers that BANA sent Willrich a letter dated the

same day. 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 Paragraph 184, and therefore denies them.

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

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

9. Lindsay McClure

187. BANA admits that a transaction for $1,003 took place on McClure's EDD Prepaid Debit Card Account on November 30, 2020, but denies that this transaction on McClure's EDD Prepaid Debit Card Account in November 2020 was unauthorized. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 187 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 187, and therefore denies them.

188. BANA admits that McClure contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account on December 1,

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

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

190. BANA admits that it froze McClure's EDD Prepaid Debit Card Account on December 17, 2020, but denies that McClure did not receive notice of the freeze on her EDD Prepaid Debit Card Account. BANA admits that McClure contacted BANA to inquire about the freeze on her EDD Prepaid Debit Card Account on December 20, 2020. BANA admits that, on the December 20, 2020 call, a BANA prepaid debit card call center representative told McClure that her EDD Prepaid Debit Card Account was frozen due to fraud, and denies that this statement was false. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 190 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 190, and therefore denies them.

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

[Removed]

192. [Removed]

193. [Removed]

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.

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

11. Stephanie Smith

200. BANA admits that S. Smith began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that multiple transactions for electronic funds transfers took place on S. Smith's EDD Prepaid Debit Card Account. BANA admits that three transactions for Doordash which totaled $225.84 took place on S. Smith's EDD Prepaid Debit Card Account on November 23, 27, and 30, 2020, but denies that these transactions on S. Smith'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 200, and therefore denies them.

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

202. The allegations in Paragraph 202 regarding BANA's alleged failure to conduct a good-faith investigation state conclusions of law to which no response is required. To the extent a response is required, BANA denies them. BANA lacks

knowledge and information sufficient to admit or deny the allegations in Paragraph 202, and therefore denies them.

12. Alan Karam

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

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

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

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

207. BANA admits that Karam contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on August 21,

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

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

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

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

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

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

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

214. BANA admits that counsel for Karam and S. Smith sent a letter dated January 25, 2021 via FedEx that was delivered on January 26, 2021. As for the letter referenced in Paragraph 214, BANA states only that the letter speaks for itself and is the best evidence of its contents, but does not admit that any of those contents are

true or accurate. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 214, and therefore denies them.

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

[Removed]

216. [Removed]

217. [Removed]

218. [Removed]

219. [Removed]

220. [Removed]

221. [Removed]

222. [Removed]

223. [Removed]

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.

14. Jonathan Smith

229. BANA admits that J. Smith 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 229, and therefore denies them.

230. BANA admits that two transactions, one for $1,701.78 and one for $20, took place on J. Smith's EDD Prepaid Debit Card Account in July 2020, but denies that these transactions on J. Smith's EDD Prepaid Debit Card Account in July 2020 were unauthorized. BANA admits it did not send J. Smith an alert regarding these transactions. BANA denies that, subsequently, J. Smith's EDD Prepaid Debit Card

Account had a negative balance after these two allegedly unauthorized transactions took place on his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 230, and therefore denies them.

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

232. BANA admits that it debited $1,721.78 from J. Smith's EDD Prepaid Debit Card Account on October 4, 2020, but denies that it debited a "permanent credit" that had previously been provided to J. Smith. The allegations regarding BANA's investigation into J. Smith's alleged unauthorized transaction claim in Paragraph 232 state legal conclusions to which no response is required. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 232, and therefore denies them.

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

234. BANA admits that it froze J. Smith's EDD Prepaid Debit Card Account from September 28 to October 4, 2020, and avers that J. Smith's EDD Prepaid Debit

Card Account was unfrozen on October 4, 2020. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 234 regarding unspecified calls to BANA, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 234, and therefore denies them.

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

236. BANA admits that it credited J. Smith's Account with $1,721.78 in January 2021, and that it froze his EDD Prepaid Debit Card Account for a period of time. BANA denies it committed any "unlawful acts and omissions," that it froze J. Smith's EDD Prepaid Debit Card Account "without providing any clear process or recourse for J. Smith to regain access," or that it deprived him of funds associated with alleged unauthorized transaction claims. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 236, 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. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 240, and therefore denies them.

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

242. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 242 regarding unspecified contacts, and therefore denies them. BANA lacks knowledge and information sufficient to admit or deny the

allegations in Paragraph 242 regarding unspecified calls to BANA, and therefore denies them.

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

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

245. BANA admits that a preliminary injunction was obtained in the *Yick* action on May 17, 2021. BANA denies that it did not credit Yuan's EDD Prepaid Debit Card Account with $1,800 until on or about March 9, 2022, and avers that BANA reconsidered Yuan's alleged unauthorized transaction claim, and that BANA credited Yuan's EDD Prepaid Debit Card Account with $1,800 on November 10, 2020. BANA admits that it sent Yuan a letter dated November 9, 2020.. BANA states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA further avers that it credited Yuan's EDD Prepaid Debit Card Account again with $1,800 on March 9, 2022, which was a duplicate credit that has not been rescinded or debited by BANA. BANA denies that it did not pay any interest on the $1,800 credit to Yuan's EDD Prepaid Debit Card Account. BANA denies that it did not credit Yuan $900 in connection with his other alleged

unauthorized transaction claim, and further denies that it did not pay any interest on the $900 credit. The remaining allegations in Paragraph 245 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

16. Jory Zoelle

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

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

248. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 248 regarding unspecified calls to BANA, and therefore denies them. BANA denies that BANA closed Zoelle's alleged unauthorized

transaction claim "months later." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraphs 248, and therefore denies them.

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

17. Cindy Baker

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

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

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

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

18. Ursula Auburn

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

255. BANA admits that it temporarily credited Auburn's EDD Prepaid Debit Card Account for the amount of each of the allegedly unauthorized transactions referenced in Paragraph 254 on August 13, 2020. BANA admits that it debited those temporary credits from Auburn's account on October 9, 2020, that, subsequently, Auburn's EDD Prepaid Debit Card Account had a negative balance, and that subsequent EDD benefits were applied to her EDD Prepaid Debit Card Account and added to the balance. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraphs 255, and therefore denies them.

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

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

[Removed]

258. [Removed]

259. [Removed]

260. [Removed]

19. Kuang Ting Chong

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

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

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

264. BANA admits that it sent Chong a letter dated October 2, 2020. BANA further states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that it debited Chong's EDD Prepaid Debit Card Account for $1,000 on October 4, 2020, and that, subsequently, Chong's EDD Prepaid Debit Card Account had a negative balance. BANA admits that subsequent

EDD benefits were applied to his EDD Prepaid Debit Card Account and added to the balance. BANA lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 264, and therefore denies them.

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

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

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

20. Stephanie Moore

268. BANA admits that transactions for an ATM withdrawal of $1,000 and a purchase of $482 at a Target retail store took place on Moore's EDD Prepaid Debit Card Account on July 18, 2020, but denies that these transactions on her EDD Prepaid

Debit Card Account in July 2020 were unauthorized. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 268, and therefore denies them.

269. BANA admits that Moore contacted BANA to file an alleged unauthorized transaction claim on July 18, 2020. BANA admits that it temporarily credited Moore's EDD Prepaid Debit Card Account with $1,482.13 on July 30, 2020. BANA denies that, on or about August 7 or 8, 2020, BANA informed Moore in writing that it had made the $1,482 credit permanent. BANA further 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 Paragraph 269, and therefore denies them.

270. BANA denies that it froze Moore's EDD Prepaid Debit Card Account on September 30, 2020, but avers that it froze Moore's EDD Prepaid Debit Card Account on September 28, 2020. BANA denies that it did not provide Moore notice of the alleged freeze. BANA denies that there was an unsuccessful attempt to log into Moore's EDD Prepaid Debit Card Account online on September 30, 2020, but avers that there was an unsuccessful attempt to log into Moore's EDD Prepaid Debit Card Account online on September 29, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 270, and therefore denies them.

271. BANA denies that it credited Moore's EDD Prepaid Debit Card Account in August 2020. BANA admits that it sent Moore a letter dated October 2, 2020. BANA further states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that it debited Moore's Account by $1,482.13 on October 4, 2020, and that her EDD Prepaid Debit Card Account subsequently had a negative balance. BANA lacks knowledge and information

sufficient to admit or deny the remaining allegations in Paragraph 271, and therefore denies them.

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

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

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

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

278. 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 these transactions on Petrova's EDD Prepaid Debit Card Account in May 2021 were unauthorized.

[Removed]

279. [Removed]

280. [Removed]

281. [Removed]

282. [Removed]

283. [Removed]

284. [Removed]

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

H. Individual Plaintiffs' Allegations

286. BANA denies that Abarr began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that transactions totaling approximately $8,000 took place on Abarr's EDD Prepaid Debit Card Account in June 2020. BANA denies that Abarr contacted BANA to report alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in June 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Abarr's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. The allegations regarding the legality of the alleged freeze on Abarr's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it has not credited Abarr's EDD Prepaid Debit Card Account since May 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 286, and therefore denies them.

287. [Removed]

288. [Removed]

289. BANA avers that it has been unable to independently identify an individual by the name of "Michael Adams" to whom EDD distributed

unemployment benefits through a BANA-issued EDD Prepaid Debit Card in its records, and that BANA has requested but counsel for Adams has failed to provide information sufficient to allow BANA to identify Adams. BANA thus lacks knowledge and information sufficient to admit or deny the allegations in Paragraph 289, and therefore denies them.

290. BANA denies that Aguirre began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in December 2019. BANA denies that transactions totaling approximately $806 took place on Aguirre's EDD Prepaid Debit Card Account in May 2020. BANA denies that Aguirre contacted BANA to report alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in May 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Aguirre's EDD Prepaid Debit Card Account was frozen in May 2020, and that Aguirre's EDD Prepaid Debit Card Account "remained frozen . . . for an entire year." BANA admits that it credited Aguirre's EDD Prepaid Debit Card Account for $403 on May 27, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 290, and therefore denies them.

291. BANA admits that Allison began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that Allison's EDD Prepaid Debit Card Account was frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that Allison contacted BANA to report a problem with his EDD Prepaid Debit Card Account in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that it has not credited Allison's EDD Prepaid Debit Card Account for an alleged unauthorized transaction claim or related fees as such a claim was never made, but

denies that Allison's EDD Prepaid Debit Card Account has not received credits or deposits since January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 291, and therefore denies them.

292. BANA denies that K. Alvarez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $10,000 took place on K. Alvarez's EDD Prepaid Debit Card Account between July and November 2020, but denies that these transactions on K. Alvarez's EDD Prepaid Debit Card Account between July and November 2020 were unauthorized. BANA denies that K. Alvarez contacted BANA or reported alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in November 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that K. Alvarez filed four alleged unauthorized transaction claims with BANA in November 2020. BANA denies that K. Alvarez called BANA "close to 500 times" to report alleged unauthorized transactions on his EDD Prepaid Debit Card Account since September 2020. BANA denies that it has not credited K. Alvarez's EDD Prepaid Debit Card Account for alleged unauthorized transactions since July 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 292, and therefore denies them.

293. [Removed]

294. BANA admits that R. Alvarez received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA admits that a transaction for $8.75 took place on R. Alvarez's EDD Prepaid Debit Card Account on June 13, 2020. BANA admits that R. Alvarez contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account on June 15, 2020. BANA admits that, on the June 15, 2020 call, R. Alvarez informed a BANA prepaid debit card call center representative that she believed a $160 ATM withdrawal which took place on her

EDD Prepaid Debit Card Account was allegedly unauthorized. BANA admits that a transaction for an ATM withdrawal of $160 took place on R. Alvarez's EDD Prepaid Debit Card Account on June 13, 2020 in Corona, California, but denies that this transaction on R. Alvarez's EDD Prepaid Debit Card Account in June 2020 was unauthorized. BANA admits that R. Alvarez contacted BANA again on June 15, 2020 and told a BANA prepaid debit card call representative that she had reviewed her statements and identified additional allegedly unauthorized ATM withdrawals. BANA admits that, on that date, a BANA prepaid debit card call center representative told R. Alvarez that she should contact the prepaid debit card claims department, and that another BANA representative in the prepaid debit card claims department helped R. Alvarez file an alleged unauthorized transaction claim regarding several ATM withdrawals, including the $160 ATM withdrawal on June 13, 2020. BANA denies that, on the June 15, 2020 call, a BANA prepaid debit card claims department representative provided R. Alvarez with alleged unauthorized transaction claim number #200615300845, but avers that, on the later June 15, 2020 call, a BANA prepaid debit card call center representative provided R. Alvarez with alleged unauthorized transaction claim number #200615300848. BANA admits that R. Alvarez contacted BANA the week of July 6, 2020 to get an update on the status of her alleged unauthorized transaction claim. BANA denies that, when R. Alvarez contacted BANA on the week of July 6, 2020, a BANA prepaid debit card call center representative informed R. Alvarez that BANA "had not done an investigation" because R. Alvarez had not returned to BANA a form that BANA had sent her. BANA denies that, when R. Alvarez contacted BANA on the week of July 6, 2020, a BANA representative informed R. Alvarez that they were unable to resend R. Alvarez a form needed to complete the investigation of her alleged unauthorized transaction claim. The allegations in Paragraph 294 regarding BANA's actions and omissions state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 294, and therefore denies them.

295. [Removed]

296. [Removed]

297. BANA denies that Andrade began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions took place on Andrade's EDD Prepaid Debit Card Account in August 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in August 2020 were unauthorized. BANA denies that Andrade contacted BANA to report alleged errors or unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that it has not credited Andrade's EDD Prepaid Debit Card Account for alleged errors or unauthorized transactions. BANA denies that it did not provide Andrade with additional information regarding alleged errors or unauthorized transactions or the results of any investigation of alleged errors or unauthorized transaction claims on her EDD Prepaid Debit Card Account. BANA admits that Andrade's EDD Prepaid Debit Card Account was frozen in September 2020, but avers that it was only frozen on September 28, 2020 and was unfrozen on October 4, 2020. BANA admits that Andrade had approximately $19,000 in funds on her EDD Prepaid Debit Card Account in September 2020. BANA denies that Andrade regained access to her EDD Prepaid Debit Card Account at the end of September 2020, but avers that Andrade's EDD Prepaid Debit Card Account was unfrozen on October 4, 2020. BANA denies that Andrade's EDD Prepaid Debit Card Account had a negative balance of $19,000 in September 2020. BANA admits that Andrade contacted BANA in September 2020, but denies that Andrade, starting in September

2020, contacted BANA "on a daily basis" to report a negative EDD Prepaid Debit Card Account balance of $19,000. BANA denies that BANA failed to temporarily or permanently credit Andrade's EDD Prepaid Debit Card Account for "the missing $19,000" or that it attempted to hold her responsible for "the alleged overdraft of $19,000." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 297, and therefore denies them.

298. BANA denies that De Los Angeles began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that two transactions for $783 and $83 took place on De Los Angeles's EDD Prepaid Debit Card Account in April 2021. BANA denies that De Los Angeles contacted BANA to report alleged unauthorized transactions on his EDD Prepaid Debit Card Account on May 7, 2021, but avers that De Los Angeles contacted BANA on other days in May 2021 to report two alleged unauthorized transactions for $787 and $83, respectively, that took place on De Los Angeles's EDD Prepaid Debit Card Account in May 2021. BANA denies that the transactions referenced in Paragraph 298 were unauthorized. BANA admits that, on each of these calls, a BANA representative identified De Los Angeles as the caller, and accessed and reviewed certain information relating to De Los Angeles's EDD Prepaid Debit Card Account. BANA denies that it has not credited De Los Angeles's EDD Prepaid Debit Card Account for the transactions alleged in Paragraph 298. The allegations in Paragraph 298 regarding BANA's investigation of De Los Angeles's alleged unauthorized transaction claim and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 298, and therefore denies them.

299. [Removed]

300. BANA admits that Arnoldstarr began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that five transactions totaling $5,000 took place on Arndolstarr's EDD Prepaid Debit Card Account in December 2020, but avers that five transactions totaling $4,700 took place on Arnoldstarr's EDD Prepaid Debit Card Account in December 2020. BANA denies that those five transactions on his EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA admits that Arnoldstarr contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020, but denies that he was "often" put on hold for one to three hours waiting for a representative, and denies that he was "often" disconnected once a supervisor answered the line. BANA admits that during a December 2020 phone call with Arnoldstarr a BANA prepaid debit card call center representative identified Arnoldstarr, his EDD Prepaid Debit Card Account, and the alleged unauthorized transactions totaling $4,700, and that Arnoldstarr requested that BANA research and investigate the alleged unauthorized transactions and report its findings, but denies that those transactions were unauthorized. BANA denies that Arnoldstarr never received a temporary or permanent credit for his alleged unauthorized transaction claim. BANA denies that instead of crediting Arnoldstarr's EDD Prepaid Debit Card Account or providing him the results of the investigation, that BANA's only response to Arnoldstarr was telling him to call EDD for any type of relief. BANA admits that Arnoldstarr's EDD Prepaid Debit Card Account was frozen in December 2020. BANA admits that Arnoldstarr called BANA on the same day that his EDD Prepaid Debit Card Account was frozen to request that BANA provide the information it was relying upon to freeze his EDD Prepaid Debit Card Account. BANA denies that it did not provide Arnoldstarr with information concerning the freeze of his EDD Prepaid Debit Card Account. The allegations in Paragraph 300 regarding BANA's investigation of Arnoldstarr's unauthorized

transaction claim and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 300, and therefore denies them.

301. [Removed]

302. [Removed]

303. BANA denies that BANA did not send Back an EDD Prepaid Debit Card until March 2021. BANA admits that Back's EDD Prepaid Debit Card Account was blocked on March 26, 2021, and avers that it was also unblocked on March 26, 2021, and then blocked again on March 27, 2021 until April 1, 2021, when it was unblocked again. BANA admits that Back contacted BANA between March 26 and April 1, 2021 regarding the status of her EDD Prepaid Debit Card Account. BANA denies that BANA would not answer the telephone when Back attempted to contact BANA to inquire about the status of her EDD Prepaid Debit Card Account, and avers that Back spoke with a BANA representative on a daily basis between March 26 and April 1, 2021. BANA admits that, during these conversations with Back between March 26 and April 1, 2021, a BANA prepaid debit card call center representative suggested that Back contact EDD regarding alleged attempts to order new EDD Prepaid Debit Cards using her personal information, but denies that the BANA prepaid debit card call center representative informed Back that she needed to contact EDD to regain access to her EDD Prepaid Debit Card Account. BANA denies Back contacted BANA in May 2021 and denies that Back ever filed an unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account. BANA denies that Back's account was blocked or that there was a freeze or block on Back's EDD Prepaid Debit Card Account until May 2021, and therefore denies that an EDD Prepaid Debit Card Account block or freeze prevented Back from accessing her EDD Prepaid Debit Card

Account until May 2021. BANA denies that transactions totaling $17,000 took place on Back's EDD Prepaid Debit Card Account in the 60 days prior to May 2021. BANA denies that Back contacted BANA to report alleged unauthorized transactions on her EDD Prepaid Debit Card Account in May 2021, and therefore admits that it did not temporarily or permanently credit Back's EDD Prepaid Debit Card Account for allegedly unauthorized transactions occurring in the 60 days prior to May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 303, and therefore denies them.

304. BANA denies that Barnette began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA denies that ATM withdrawals totaling $8,000 took place on Barnette's EDD Prepaid Debit Card Account in June 2020. BANA denies that Barnette contacted BANA to report alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Barnette's EDD Prepaid Debit Card Account was frozen in September 2020. BANA denies that it unfroze Barnette's EDD Prepaid Debit Card Account in May 2021. BANA denies that it credited Barnette's EDD Prepaid Debit Card Account for $6,200 of alleged unauthorized transactions in February 2021, but avers that it has credited Barnette's account for more than $8,000 related to alleged unauthorized transaction claims on his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 304, and therefore denies them.

305. [Removed]

306. [Removed]

307. [Removed]

308. [Removed]

309. [Removed]

310. [Removed]

311. BANA denies that Brady began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that ATM withdrawals totaling $2,000 took place on Brady's EDD Prepaid Debit Card Account in June 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in June 2020 were unauthorized. BANA denies that Brady contacted BANA to report alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in June 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Brady's EDD Prepaid Debit Card Account was frozen in October 2020, but avers that Brady's EDD Prepaid Debit Card Account was frozen on September 28, 2020. BANA admits that Brady's EDD Prepaid Debit Card Account was unfrozen on October 4, 2020. BANA denies that Brady's EDD Prepaid Debit Card Account was frozen again in December 2020, and therefore denies that Brady's EDD Prepaid Debit Card Account was unfrozen again in January 2021 because it was not frozen at that time. BANA admits that it temporarily credited Brady's EDD Prepaid Debit Card Account for $2,000 in July 2020. BANA admits that it debited Brady's EDD Prepaid Debit Card Account by $2,000 on October 4, 2020, and that, subsequently, Brady's EDD Prepaid Debit Card Account had a negative balance. BANA denies that it has not credited Brady for alleged unauthorized transactions on his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 311, and therefore denies them.

312. BANA admits that Brooks began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020 and that there were multiple deposits for unemployment benefits on his EDD Prepaid Debit Card Account in June and July of 2020, but denies that unemployment benefits were

deposited to his EDD Prepaid Debit Card Account approximately in the amount of $767 weekly. BANA denies that Brooks contacted BANA to report not receiving his weekly electronic transfer of his EDD unemployment benefits or errors concerning his EDD Prepaid Debit Card Account in July 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. The allegations in Paragraph 312 regarding BANA's investigation of Brooks's EDD Prepaid Debit Card Account status and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that BANA began sending Brooks renewed EDD unemployment benefits through the use of electronic transactions beginning in August of 2020 through January 2021, but avers that Brooks received EDD unemployment benefits through his EDD Prepaid Debit Card between June 2020 and September 2021. BANA denies that Brooks contacted BANA to report alleged errors on his EDD Prepaid Debit Card Account in June or July 2020, denies the allegations about what a BANA prepaid debit card call center representative told him in response, and therefore admits that it did not provide a temporary or permanent credit to Brooks for the alleged reported error to his EDD Prepaid Debit Card Account in the June 2020 through July 2020 time period. BANA admits that Brooks contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 312, and therefore denies them.

313. BANA admits that it issued Brotman an EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD to access his EDD unemployment benefits. BANA admits that an ATM withdrawal totaling $990.50 took place on Brotman's EDD Prepaid Debit Card Account on October 22, 2020, but denies that the October 22, 2020 transaction on his EDD Prepaid Debit Card Account was unauthorized. BANA denies that a transaction at

an ARCO gas station in San Diego, California took place on Brotman's EDD Prepaid Debit Card Account. BANA admits that Brotman contacted BANA to report alleged unauthorized transactions on his EDD Prepaid Debit Card Account on October 27, 2020, and admits that a BANA representative verified Brotman's identity. BANA admits that that balance on Brotman's EDD Prepaid Debit Card Account was $170.81 after the $990.50 ATM withdrawal took place on his EDD Prepaid Debit Card Account on October 22, 2020. BANA denies that BANA never credited Brotman's EDD Prepaid Debit Card Account for the $990.50 ATM transaction, but admits that Brotman's EDD Prepaid Debit Card Account was not credited for a transaction at an ARCO gas station in San Diego, California because BANA's records reflect that no such transaction occurred on Brotman's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how BANA reached its conclusion after conducting a reasonable investigation or what documents BANA relied on. BANA admits that BANA sent Brotman a letter on October 28, 2020. BANA states the letter speaks for itself and denies any allegations inconsistent with its contents. BANA denies that Brotman contacted BANA daily beginning in October 2020, but BANA admits that Brotman contacted BANA multiple times a month between October 2020 and March 2021. BANA lacks information and knowledge sufficient to admit or deny allegations related to unspecified phone calls, and therefore denies them. BANA admits that during a November 2020 call, a BANA prepaid debit card call center representative told Brotman that he would need to call BANA back during normal operating hours for the prepaid debit card claims department in order to speak to a BANA representative in that department. BANA admits that Brotman's EDD Prepaid Debit Card Account was frozen on December 17, 2020, but denies that he contacted BANA on December 17, 2020, and denies that BANA never provided Brotman with a notice regarding the freeze or other additional information as to why a freeze or block was placed on his

EDD Prepaid Debit Card Account. BANA admits that Brotman contacted BANA in January 2021, but denies that an prepaid debit card call center representative told him the status of his alleged unauthorized transaction claim had "shifted from 'closed' to 'pending maintenance.'" BANA denies that BANA sent Brotman a letter on February 1, 2021. BANA admits that BANA mailed Brotman a letter dated February 3, 2021. BANA states that the letter speaks for itself and denies any allegations inconsistent with its contents. BANA admits it did not provide Brotman with a temporary credit for the transactions referenced in Paragraph 313, but denies that it did not credit Brotman's EDD Prepaid Debit Card Account for the $990.50 transaction or the international transaction fee, and denies that it did not credit Brotman for interest on his alleged unauthorized transaction claim. BANA denies that BANA's customer service department never offered Brotman "any meaningful response or assistance" and denies that it "stymied his efforts at every turn." The allegations in Paragraph 313 regarding BANA's investigation of Brotman's alleged unauthorized transaction claim, obligations under relevant law, and whether Brotman "upheld his end of the Cardholder Agreement and the requirements of EFTA" state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 313, and therefore denies them.

314. [Removed]

315. [Removed]

316. BANA denies that Burrow began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that Burrow's EDD Prepaid Debit Card Account was frozen between December 2020 and March 2021. The allegations regarding the legality of the alleged freeze on Burrow's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies

them. BANA admits that transactions totaling approximately $200 took place on Burrow's EDD Prepaid Debit Card Account in March 2021, but denies that these transactions on his EDD Prepaid Debit Card Account in March 2021 were unauthorized. BANA denies that Burrow contacted BANA or reported fraud or unauthorized transactions to BANA via phone in March 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Burrow's EDD Prepaid Debit Card Account was frozen between March 2021 and April 2021. BANA denies that BANA credited Burrow's EDD Prepaid Debit Card Account for approximately $200 in March 2021 and reversed it one week later, and denies that the $200 was "fraudulently stolen money." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 316, and therefore denies them.

317. BANA admits that Bynum began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $3,904 took place on Bynum's EDD Prepaid Debit Card Account within 60 days prior to August 2020, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that Bynum contacted BANA to report multiple allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in August 2020. BANA admits that during this call, Bynum identified himself to a BANA prepaid debit card call center representative and the representative acknowledged his identity, identified his EDD Prepaid Debit Card Account, and identified the specific transactions that Bynum alleged were unauthorized, but denies that the BANA representative made any determination or agreement as to whether those transactions were unauthorized. BANA denies that it credited Bynum $3,900.00 approximately ten days from his original report of the alleged unauthorized EDD Prepaid Debit Card Account transactions, but avers that it credited Bynum $3,705.70 three days after he originally

reported the allegedly unauthorized transactions. BANA denies that a transaction of $7,000 ever occurred on Bynum's Account, and specifically denies that a transaction of $7,000 occurred within 60 days of October 4, 2020. BANA denies that Bynum had a negative Account balance of $2,000 on October 4, 2020. BANA admits that Bynum contacted BANA regarding his EDD Prepaid Debit Card Account on October 4, 2020, but denies that Bynum contacted BANA regarding alleged errors or an allegedly unauthorized transaction or for additional information concerning his EDD Prepaid Debit Card Account on October 4, 2020, and therefore denies that BANA refused to provide him with any additional information regarding the alleged errors or allegedly unauthorized transaction and likewise denies BANA "would not" temporarily or permanently credit him for the allegedly unauthorized transaction. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 317, and therefore denies them.

318. [Removed]

319. [Removed]

320. BANA denies that Camberos began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that Camberos contacted BANA to report alleged fraud or allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in February 2021. BANA denies that, on the February 15, 2021 call, a BANA representative informed Camberos to call BANA back in a few weeks to resolve her issue. BANA admits that Camberos's EDD Prepaid Debit Card Account was frozen in February 2021. BANA denies that Camberos's EDD Prepaid Debit Card Account had a balance of $32 when her EDD Prepaid Debit Card Account was frozen. BANA denies that Camberos's EDD Prepaid Debit Card Account was still frozen in May 2021, and therefore denies that it unfroze Camberos's EDD Prepaid Debit Card Account in May

2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 320, and therefore denies them.

321. BANA admits that Carpenter began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that transactions totaling at least $200 took place on Carpenter's EDD Prepaid Debit Card Account within 60 days prior to October 2020, but denies that those transactions were unauthorized. BANA denies that Carpenter contacted BANA to report allegedly unauthorized transactions totaling $200 on her EDD Prepaid Debit Card Account in October 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Carpenter ever filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account, and therefore denies there was an unauthorized transaction claim to investigate. The allegations in Paragraph 321 regarding the timing of BANA's payment of Carpenter's alleged unauthorized transaction claims state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that there was a freeze or block on Carpenter's EDD Prepaid Debit Card Account in July 2020, and therefore denies that a freeze or block prevented Carpenter from accessing her EDD Prepaid Debit Card Account in July 2020. BANA denies that Carpenter contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in July 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that, since July 2020, BANA has "continued to release and then restrict" Carpenter's EDD Prepaid Debit Card Account "at least six (6) times," and avers that BANA blocked and unblocked Carpenter's EDD Prepaid Debit Card Account three different times in March 2021 based on suspected fraud related to her EDD Prepaid Debit Card Account. BANA admits that Carpenter contacted

BANA to inquire about the status of her EDD Prepaid Debit Card Account on March 8, 2021 and March 27, 2021. BANA denies that Carpenter's EDD Prepaid Debit Card Account was ever frozen, and therefore admits that her EDD Prepaid Debit Card Account was never unfrozen. BANA denies that it credited $200 to Carpenter's EDD Prepaid Debit Card Account concerning an alleged unauthorized transaction claim because Carpenter did not make an alleged unauthorized transaction claim related to her EDD Prepaid Debit Card Account. The allegations in Paragraph 321 regarding BANA's investigation of Carpenter's alleged unauthorized transaction claim (which Carpenter did not submit) and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 321, and therefore denies them.

322. BANA denies that Castillo began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in early 2020. BANA denies that transactions totaling approximately $15,000 took place on Castillo's EDD Prepaid Debit Card Account in the 60 days prior to August 2020, and denies that any such transactions occurring prior to August 2020 were unauthorized. BANA denies that Castillo contacted BANA to report allegedly unauthorized transactions totaling approximately $15,000 on her EDD Prepaid Debit Card Account in August 2020, but avers that Castillo contacted BANA in September 2020 regarding allegedly unauthorized transactions on her EDD Prepaid Debit Card Account. BANA denies that BANA never permanently credited Castillo for allegedly unauthorized EDD Prepaid Debit Card Account transactions. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in conducting a reasonable investigation or what documents it relied upon in investigating Castillo's alleged unauthorized EDD Prepaid Debit Card Account transactions. BANA admits that Castillo's EDD Prepaid Debit Card Account was

frozen in January 2021. BANA admits that Castillo contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in January 2021. BANA denies that it failed to provide any information over the telephone and that it never provided any additional information as to why a freeze was placed on Castillo's EDD Prepaid Debit Card Account. BANA denies that it credited Castillo's EDD Prepaid Debit Card Account for approximately $4,000 in March 2021. BANA denies that it credited Castillo's EDD Prepaid Debit Card Account for approximately $900 in May 2021, and denies that $4,900 or $900 credits occurred seven months after Castillo reported alleged unauthorized transactions or were provided without explanation. The allegations in Paragraph 322 regarding BANA's investigation of Castillo's alleged unauthorized transaction claims and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that Castillo still has not received a credit of over $10,000 related to alleged unauthorized transactions. The allegations in Paragraph 322 regarding the timing of BANA's payment of Castillo's alleged unauthorized transaction claims state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 322, and therefore denies them.

323. BANA admits that Caton began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that there were transactions totaling $4,500 on Caton's EDD Prepaid Debit Card Account in March 2021, but admits there were transactions totaling $4,500 on Caton's EDD Prepaid Debit Card Account in February and March 2021. BANA denies that these transactions on Caton's EDD Prepaid Debit Card Account between February and March 2021 were unauthorized. BANA admits that Caton contacted BANA to report fraud or allegedly unauthorized transactions totaling $4,500 on his EDD Prepaid

Debit Card Account in March 2021. BANA admits that a BANA representative informed Caton that BANA would investigate Caton's alleged unauthorized transactions claim and that BANA would issue him a replacement card. BANA denies that a BANA representative informed Caton that Caton would have to file a new alleged unauthorized transaction claim. BANA admits that Caton's EDD Prepaid Debit Card Account was frozen in March 2021. BANA denies that Caton's EDD Prepaid Debit Card Account was still frozen in May 2021, and therefore denies that it unfroze Caton's EDD Prepaid Debit Card Account in May 2021. BANA admits that it has not credited Caton for these allegedly unauthorized transactions. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 323, and therefore denies them.

324. BANA denies that Chapple began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that there were transactions totaling $400 on Chapple's EDD Prepaid Debit Card Account in May 2020. BANA denies that Chapple contacted BANA to report fraud or allegedly unauthorized transactions totaling $400 on her EDD Prepaid Debit Card Account in May 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that there were transactions totaling $500 on Chapple's EDD Prepaid Debit Card Account in April 2021. BANA denies that Chapple contacted BANA to report alleged fraud or allegedly unauthorized transactions totaling $500 on her EDD Prepaid Debit Card Account in April 2021, but avers that Chapple contacted BANA to report allegedly unauthorized transactions totaling $193.21 in April 2021. BANA denies that these transactions on Chapple's EDD Prepaid Debit Card Account in April 2021 were unauthorized. BANA admits that, on the April 20, 2021 call, a BANA prepaid debit card call center representative helped Chapple file a claim for these allegedly unauthorized transactions. BANA denies that Chapple's EDD Prepaid Debt Card

Account was frozen in June 2020. BANA denies that Chapple's EDD Prepaid Debit Card Account was unfrozen in August 2020 because it was not frozen at that time. BANA denies that Chapple's EDD Prepaid Debit Card Account was frozen in October 2020. BANA denies that Chapple's EDD Prepaid Debit Card Account was frozen in December 2020 because it was not frozen at that time. BANA denies that it credited Chapple's EDD Prepaid Debit Card Account $200 in June 2020 or that it credited Chapple's Account $115 in April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 324, and therefore denies them.

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

326. [Removed]

327. [Removed]

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

329. BANA denies that Collins began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA

denies that Collins contacted BANA to report alleged fraud or allegedly unauthorized transactions on his Account in June 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Collins's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was never unfrozen. BANA denies that there were transactions totaling approximately $400 on Collins's EDD Prepaid Debit Card Account between October and December 2020. BANA admits that Collins contacted BANA to report alleged fraud or allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020. BANA denies that it credited Collins's EDD Prepaid Debit Card Account $250.00 in December 2020, but avers that it credited Collins's EDD Prepaid Debit Card Account $287.68 in December 2020. BANA denies that it denied an alleged unauthorized transaction claim for $160 in December 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 329, and therefore denies them.

330. [Removed]

331. BANA denies that Contreras began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that multiple transactions totaling $1,200 took place on Contreras's EDD Prepaid Debit Card Account in October 2020, but denies that those transactions were unauthorized. BANA admits that Contreras contacted BANA to report alleged fraud or allegedly unauthorized transactions on his EDD Prepaid Debit Card Account on November 16, 2020. BANA admits that, on the November 16, 2020 call, BANA informed Contreras that BANA would issue Contreras a replacement EDD Prepaid Debit Card. BANA denies that, in November 2020, BANA informed Contreras that BANA would contact him within a few weeks regarding its investigation of his alleged unauthorized transactions. BANA admits that Contreras's EDD Prepaid

Debit Card Account was frozen in December 2020. BANA denies that it has yet to unfreeze Contreras's EDD Prepaid Debit Card Account, but avers that Contreras's EDD Prepaid Debit Card Account was unfrozen on March 18, 2021 and then blocked until March 31, 2021. BANA denies that, since November 2020, BANA has not credited Contreras's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 331, and therefore denies them.

332. BANA denies that Corella began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that Corella's EDD Prepaid Debit Card Account had transactions totaling at least $12,000 between June to August 2020, but denies that these transactions were unauthorized or that her EDD Prepaid Debit Card Account had a balance of negative $6,000 between June and August 2020. BANA denies that Corella contacted BANA to report alleged fraud or allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Corella's EDD Prepaid Debit Card Account was frozen in August 2020. BANA denies that Corella's EDD Prepaid Debit Card Account was unfrozen in February 2021. BANA denies that Corella's EDD Prepaid Debit Card Account was frozen again in February 2021. BANA denies that it credited Corella's EDD Prepaid Debit Card Account with $6,000 in October 2020. BANA denies that it reversed this previous credit to Corella's EDD Prepaid Debit Card Account and that it reversed an additional $3,000 from her EDD Prepaid Debit Card Account in December 2020. BANA denies that Corella's EDD Prepaid Debit Card Account had a balance of negative $9,000 in December 2020. BANA denies that it has not credited any money to Corella's EDD Prepaid Debit Card Account since December 2020. BANA lacks

knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 332, and therefore denies them.

333. [Removed]

334. [Removed]

335. [Removed]

336. [Removed]

337. [Removed]

338. [Removed]

339. BANA admits that Delariva began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA admits that Delariva's EDD Prepaid Debit Card Account had transactions totaling at least $6,000 in August 2020 including transactions at Nike and Bed, Bath, and Beyond, but denies that these transactions on Delariva's EDD Prepaid Debit Card Account in August 2020 were unauthorized. BANA admits that Delariva contacted BANA regarding alleged fraud on his EDD Prepaid Debit Card Account in September 2020. BANA denies that, on the September 2020 call in which Delariva reported alleged fraud on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative told Delariva to "resolve his problem with EDD." BANA denies that Delariva's EDD Prepaid Debit Card Account was frozen in November 2020, and denies that it has yet to unfreeze Delariva's EDD Prepaid Debit Card Account. BANA denies that it reversed a previous credit to Delariva's EDD Prepaid Debit Card Account in November 2020. BANA denies that it has not credited Delariva's EDD Prepaid Debit Card Account since November 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 339, and therefore denies them.

340. [Removed]

341. BANA admits that Delgado began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA denies that Delgado's EDD Prepaid Debit Card Account had ATM withdrawals totaling $6,543 in June 2020. BANA admits that Delgado contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in June 2020, but denies that she had fraud or unauthorized transactions on her EDD Prepaid Debit Card Account. BANA denies that Delgado's EDD Prepaid Debit Card Account had transactions totaling $14,000 in June 2021. BANA denies that Delgado contacted BANA in June 2021, and denies that she experienced fraud or unauthorized transactions on her account in June 2021. BANA denies that BANA froze Delgado's EDD Prepaid Debit Card Account in August 2020, but avers that Delgado's EDD Prepaid Debit Card Account was unfrozen on September 28, 2020. BANA denies that Delgado's EDD Prepaid Debit Card Account had a balance of approximately $10,584 in August 2020. BANA denies that BANA has yet to unfreeze Delgado's EDD Prepaid Debit Card Account, and avers that Delgado's EDD Prepaid Debit Card Account was unfrozen on October 4, 2020. BANA denies that it temporarily credited Delgado's EDD Prepaid Debit Card Account for four payments of $1,512, for a total of $6,048, in August 2020, but avers that BANA credited Delgado's EDD Prepaid Debit Card Account with $316.77 in August 2020. BANA denies that it debited temporary credits on Delgado's EDD Prepaid Debit Card Account regarding alleged unauthorized transactions on February 28, 2021 BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 341, and therefore denies them.

342. BANA denies that Dirickson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA denies that Dirickson's EDD Prepaid Debit Card Account had withdrawals totaling approximately $12,000 between November 2020 and January 2021 and denies that

he experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that Dirickson contacted BANA regarding alleged fraud or allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Dirickson's EDD Prepaid Debit Card Account was frozen in November 2020, but avers that Dirickson's EDD Prepaid Debit Card Account was frozen on December 17, 2020. BANA denies that the balance of Dirickson's EDD Prepaid Debit Card Account was $4,200 when the account was frozen. BANA denies that it unfroze Dirickson's EDD Prepaid Debit Card Account in March 2021, but avers that Dirickson's EDD Prepaid Debit Card Account was unfrozen on February 10, 2021. BANA denies that it credited Dirickson's EDD Prepaid Debit Card Account with $4,600 in February 2021, but avers that it credited his EDD Prepaid Debit Card Account with $4,734.03 in January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 342, and therefore denies them.

343. [Removed]

344. BANA denies that Douglas began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2021. BANA admits that Douglas contacted BANA regarding allegedly missing EDD unemployment benefits deposits on his EDD Prepaid Debit Card Account in April 2021, and that Douglas requested an investigation into these allegedly missing EDD unemployment benefits deposits on his EDD Prepaid Debit Card Account. BANA admits that BANA did not credit Douglas's EDD Prepaid Debit Card Account for these allegedly missing EDD unemployment benefits deposits. BANA denies that it did not provide Douglas with a notification and written explanation of its decision concerning the allegedly missing EDD unemployment benefits deposits referenced in Paragraph 344. The allegations in Paragraph 344 regarding BANA's investigation

of Douglas's allegedly missing EDD unemployment benefits deposits on his EDD Prepaid Debit Card Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that Douglas contacted BANA regarding allegedly missing EDD unemployment benefits deposits on his EDD Prepaid Debit Card Account at the end of April 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 344, and therefore denies them.

345. BANA denies that Douglass began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in January 2020. BANA denies that Douglass's EDD Prepaid Debit Card Account had any transactions in April 2020 or during the previous 60 days. BANA denies that Douglass contacted BANA in April 2020 for any reason, including regarding alleged unauthorized transactions or regarding any account freeze or block, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Douglass ever contacted BANA to file an unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on his EDD Prepaid Debit Card Account, and therefore admits that it never credited Douglass's account based on an alleged unauthorized transaction claim. BANA denies that it permanently credited Douglass's EDD Prepaid Debit Card Account concerning an error or unauthorized transaction claim in June 2020 because Douglass did not contact BANA to report any alleged errors or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that Douglass's EDD Prepaid Debit Card Account was frozen in April 2020, but avers that Douglass's EDD Prepaid Debit Card Account was frozen on December 21, 2020, unfrozen on February 18, 2021, and then re-frozen on May 26, 2022 at the instruction

of the EDD. BANA denies that it did not provide Douglass additional information as to why his EDD Prepaid Debit Card Account was frozen. BANA denies that Douglass contacted BANA "multiple times per week" to request additional information as to why his EDD Prepaid Debit Card Account was frozen. BANA denies that there was a freeze or block on Douglass's EDD Prepaid Debit Card Account in June 2020, and therefore denies that BANA released any freezes or blocks on Douglass's EDD Prepaid Debit Card Account in June 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 345, and therefore denies them.

346. [Removed]

347. [Removed]

348. [Removed]

349. [Removed]

350. BANA denies that Escalante began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that Escalante's EDD Prepaid Debit Card Account had transactions totaling at least $2,000 in March 2021, but denies that these transactions on Escalante's EDD Prepaid Debit Card Account in March 2021 were unauthorized. BANA admits that Escalante contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in March 2021. BANA denies that, in response to her contacting BANA regarding alleged fraud on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative informed Escalante that her "issue was with EDD" and that Escalante needed to contact EDD to "resolve" her issue. BANA denies that Escalante's EDD Prepaid Debit Card Account was frozen in April 2021. BANA denies that Escalante's EDD Prepaid Debit Card Account was unfrozen in June 2021. BANA denies that it credited Escalante's EDD Prepaid Debit Card Account $2,000 in June 2021, but avers that her EDD Prepaid Debit Card Account

was credited for at least $2,000 related to the transactions referenced in Paragraph 350 on April 13, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 350, and therefore denies them.

351. [Removed]

352. BANA denies that Estrada began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card on June 4, 2020. BANA denies that Estrada's EDD Prepaid Debit Card Account had transactions totaling approximately $5,780.00 in the 60 days prior to November 2020. BANA admits that Estrada contacted BANA regarding alleged unauthorized transactions on his EDD Prepaid Debit Card Account in November 2020, but denies that he was "forced to call 'countless' times and was kept on hold for hours." BANA denies that BANA failed to provide a credit for the alleged unauthorized transactions on Estrada's EDD Prepaid Debit Card Account referenced in Paragraph 352. BANA denies that a BANA prepaid debit card call center representative informed Estrada that, in connection with his alleged unauthorized transactions claim, Estrada "was required to go to the police station and obtain a police report." BANA denies that it credited Estrada's EDD Prepaid Debit Card Account for $2,680 in February 2021, but avers that BANA credited Estrada's EDD Prepaid Debit Card Account with $2,609.44 in April 2021. The allegations in Paragraph 352 regarding the timing of BANA's payment of Estrada's alleged unauthorized transaction claims state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 352, and therefore denies them.

353. [Removed]

354. BANA denies that Ferraro began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits that Ferraro's EDD Prepaid Debit Card Account had transactions in May

2021, but denies that these transactions on Ferraro's EDD Prepaid Debit Card Account in May 2021 were unauthorized. BANA admits that Ferraro contacted BANA regarding alleged fraud on his EDD Prepaid Debit Card Account in May 2021. BANA denies that BANA prepaid debit card call center representatives refused to help Ferraro with his alleged claim or often dropped his calls. BANA denies that Ferraro's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Ferraro's EDD Prepaid Debit Card Account since May 2021, and denies that BANA stated it would credit Ferraro's EDD Prepaid Debit Card Account in June 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 354, and therefore denies them.

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

356. [Removed]

357. [Removed]

358. BANA admits that Franks began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA

admits that Franks's EDD Prepaid Debit Card Account had transactions in October 2020, but denies that these transactions on Franks's EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that Franks contacted BANA regarding alleged fraud or unauthorized transactions 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 Franks filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on his EDD Prepaid Debit Card Account, and therefore admits that it never credited Franks's EDD Prepaid Debit Card Account based on an alleged unauthorized transaction claim. BANA denies that BANA froze Franks's EDD Prepaid Debit Card Account in October 2020, and therefore also denies that it has not unfrozen Franks's EDD Prepaid Debit Card Account since October 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 358, and therefore denies them.

359. [Removed]

360. [Removed]

361. [Removed]

362. BANA denies that Gage began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that there was fraud or unauthorized transactions on her EDD Prepaid Debit Card Account. BANA denies that there were transactions totaling $3,000.00 on Gage's EDD Prepaid Debit Card Account in September 2020. BANA denies that Gage contacted BANA regarding alleged fraud or unauthorized transactions in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Gage's EDD Prepaid Debit Card Account was frozen in September 2020, and therefore denies that Gage's EDD Prepaid Debit Card Account has not been since unfrozen. BANA denies that it

has not credited any money to Gage's Account since September 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 362, and therefore denies them.

363. [Removed]

364. [Removed]

365. [Removed]

366. BANA denies that Giddens could not access her EDD Prepaid Debit Card Account until August 2020. BANA admits that Giddens's EDD Prepaid Debit Card Account had transactions totaling at least $18,000 in August 2020, but denies that these transactions on Giddens's EDD Prepaid Debit Card Account in August 2020 were fraudulent or unauthorized. BANA admits that Giddens contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in August 2020. BANA admits that a BANA prepaid debit card call center representative assisted Giddens in filing an alleged unauthorized transaction claim in August 2020 and that the BANA prepaid debit card call center representative told her that a temporary credit would be applied to her EDD Prepaid Debit Card Account if BANA did not resolve her alleged unauthorized transaction claim in ten business days. BANA denies that Giddens's EDD Prepaid Debit Card Account was frozen in August 2020. BANA denies that Giddens's EDD Prepaid Debit Card Account was unfrozen in September 2020. BANA denies that Giddens's EDD Prepaid Debit Card Account was frozen in October 2020. BANA denies that Giddens's EDD Prepaid Debit Card Account was unfrozen in April 2021. BANA admits that it temporarily credited Giddens's EDD Prepaid Debit Card Account in August 2020, but denies that the temporary credit was for $18,000. BANA admits that it debited Giddens's EDD Prepaid Debit Card Account for approximately $18,000 in October 4, 2020, and that, subsequently Giddens's EDD Prepaid Debit Card Account had a negative balance. BANA denies that it credited her EDD Prepaid Debit Card Account $23,000 in April

2021, but avers that BANA credited her EDD Prepaid Debit Card Account $3,433.46 on October 19, 2020 and $18,322.91 on December 22, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 366, and therefore denies them.

367. BANA denies that Glassflowers began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that Glassflowers's EDD Prepaid Debit Card Account had transactions totaling at least $543 in November 2020, but denies that these transactions on Glassflowers's EDD Prepaid Debit Card Account in November 2020 were unauthorized. BANA admits that Glassflowers contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in November 2020. BANA admits that a BANA prepaid debit card call center representative assisted Glassflowers in filing an alleged unauthorized transaction claim in November 2020. BANA denies that Glassflowers's EDD Prepaid Debit Card Account was frozen in November 2020. BANA denies that Glassflowers's EDD Prepaid Debit Card Account was unfrozen in May 2021. BANA denies that it credited Glassflowers's EDD Prepaid Debit Card Account with $543 in May 2021, but avers that it credited Glassflowers's EDD Prepaid Debit Card Account with $540 in May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 367, and therefore denies them.

368. BANA denies that A. Gonzalez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that A. Gonzalez's EDD Prepaid Debit Card Account had transactions totaling at least $739 in September 2020, but denies that these transactions on A. Gonzalez's EDD Prepaid Debit Card Account in September 2020 were fraud or unauthorized. BANA admits that A. Gonzalez contacted BANA regarding alleged fraud or unauthorized transactions on her EDD Prepaid Debit Card Account in September

2020. BANA admits that, in September 2020, a BANA prepaid debit card call center representative told A. Gonzalez that BANA would investigate her alleged unauthorized transactions claim, but denies that a BANA prepaid debit card call center representative told A. Gonzalez that she needed to "resolve her issue with EDD." BANA admits that A. Gonzalez's EDD Prepaid Debit Card Account was frozen in September 2020. BANA denies that A. Gonzalez's EDD Prepaid Debit Card Account was unfrozen in May 2021, but avers that A. Gonzalez's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then subject to a state disqualified freeze on May 26, 2022 and has not been unfrozen since then. BANA admits that A. Gonzalez was sent a replacement Card in May 2021. BANA denies that it has not credited A. Gonzalez's EDD Prepaid Debit Card Account since September 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 368, and therefore denies them.

369. [Removed]

370. BANA denies that L. Gonzalez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in September 2020. BANA admits that L. Gonzalez's EDD Prepaid Debit Card Account had transactions totaling at least $900 in October 2020, but denies that these transactions on L. Gonzalez's EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA admits that L. Gonzalez's EDD Prepaid Debit Card Account had a balance of $0 in October 2020. BANA denies that L. Gonzalez contacted BANA regarding alleged fraud or unauthorized transactions on her EDD Prepaid Debit Card Account in October 2020, but avers that L. Gonzalez contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in November 2020. BANA admits that, in November 2020, a BANA prepaid debit card call center representative told L. Gonzalez that BANA would investigate her alleged unauthorized transactions claim, but denies that a BANA prepaid debit card call

center representative told L. Gonzalez that she needed to "talk to EDD regarding her issue." BANA denies that L. Gonzalez's EDD Prepaid Debit Card Account was frozen in October 2020. BANA denies that L. Gonzalez's EDD Prepaid Debit Card Account was unfrozen in late October or early November 2020. BANA denies that it has not credited L. Gonzalez's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 370, and therefore denies them.

371. BANA admits that Graham began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that Graham's EDD Prepaid Debit Card Account had transactions in November 2020, but denies that these transactions on Graham's EDD Prepaid Debit Card Account in November 2020 were fraud or unauthorized. BANA admits that Graham contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in November 2020. BANA denies that a BANA prepaid debit card call center representative informed Graham that this was an "EDD issue and to call them to resolve." BANA denies that Graham's EDD Prepaid Debit Card Account was frozen in November 2020, but avers that Graham's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that, since November 2020, Graham's EDD Prepaid Debit Card Account has not been unfrozen, but avers that Graham's EDD Prepaid Debit Card Account was unfrozen in March 18, 2021 and then blocked the same day until March 21, 2021. BANA denies that it has not credited Graham's EDD Prepaid Debit Card Account since November 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 371, and therefore denies them.

372. BANA denies that Grant began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA admits that Grant's EDD Prepaid Debit Card Account had transactions totaling at least

$1,000 in June 2021, but denies that these transactions on Grant's EDD Prepaid Debit Card Account in June 2021 were unauthorized. BANA admits that Grant contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account on June 7, 2021. BANA admits that a BANA prepaid debit card call center representative informed Grant that BANA would issue her a replacement card. BANA denies that it has not credited Grant's EDD Prepaid Debit Card Account with any money since June 7, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 372, and therefore denies them.

373. [Removed]

374. BANA denies that Grimes began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in January 2021. BANA denies that there was fraud or unauthorized transactions on Grimes's EDD Prepaid Debit Card Account. BANA admits that Grimes's EDD Prepaid Debit Card Account had a balance of $0 during January 2021. BANA denies that Grimes contacted BANA regarding alleged fraud or unauthorized transactions on his EDD Prepaid Debit Card Account in January 2021, but avers that Grimes contacted BANA regarding alleged fraud on his EDD Prepaid Debit Card Account in March 2021. BANA admits that, in response to Grimes contacting BANA regarding alleged unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative told Grimes that BANA would issue him a replacement EDD Prepaid Debit Card. BANA admits it sent Grimes multiple replacement EDD Prepaid Debit Cards between January 2021 and April 2021. BANA denies that each time BANA sent Grimes a replacement EDD Prepaid Debit Card, "more fraud would occur." BANA denies that Grimes's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies Grimes's EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Grimes's EDD Prepaid Debit Card Account with any money since January 2021.

BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 374, and therefore denies them.

375. [Removed]

376. BANA denies that Guirguis began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that Guirguis contacted BANA regarding his EDD Prepaid Debit Card having been stolen in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that Guirguis's EDD Prepaid Debit Card Account reflected transactions in the 60 days prior to September 2020, but denies that these transactions on Guirguis's EDD Prepaid Debit Card Account in the 60 days prior to September 2020 were unauthorized. BANA denies that Guirguis contacted BANA regarding alleged unauthorized transactions on his EDD Prepaid Debit Card Account in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Guirguis ever filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on his EDD Prepaid Debit Card Account and therefore denies that there was an alleged unauthorized transaction claim for BANA to investigate. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 376, and therefore denies them.

377. BANA admits that Gutcher began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that Gutcher's EDD Prepaid Debit Card Account had transactions totaling at least $5,430 in May 2020, but denies that these transactions on Gutcher's EDD Prepaid Debit Card Account in May 2020 were unauthorized. BANA admits that Gutcher contacted BANA regarding alleged fraud on her EDD Prepaid Debit Card Account in June 2020. BANA denies that a BANA prepaid debit card call center

representative informed Gutcher that BANA could not issue her a replacement Card until she verified her identity with EDD, and denies that a BANA prepaid debit card call center representative suggested she file a police report. BANA denies that BANA froze Gutcher's EDD Prepaid Debit Card Account in June 2020, but avers that BANA blocked Gutcher's EDD Prepaid Debit Card Account in June 2020. BANA admits that Gutcher's EDD Prepaid Debit Card Account was unfrozen in early February 2021. BANA denies that it has not credited Gutcher's EDD Prepaid Debit Card Account since June 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 377, and therefore denies them.

378. [Removed]

379. BANA admits that Gutierrez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that there was fraud on Gutierrez's EDD Prepaid Debit Card Account. BANA denies that Gutierrez contacted BANA regarding alleged fraud or unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Gutierrez's EDD Prepaid Debit Card Account was frozen in August 2020. BANA denies that Gutierrez's EDD Prepaid Debit Card Account was unfrozen in April 2021. BANA denies that it has not credited Gutierrez's EDD Prepaid Debit Card Account since August 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 379, and therefore denies them.

380. [Removed]

381. BANA admits that Hakopian began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March or April 2020. BANA denies that Hakopian experienced fraud on his EDD Prepaid Debit Card

Account in October 2020. BANA denies that Hakopian contacted BANA to report alleged fraud or unauthorized transaction on his EDD Prepaid Debit Card Account in October 2020, but avers that Hakopian contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in September 2020. BANA denies that a BANA prepaid debit card call center representative told Hakopian that BANA would freeze his EDD Prepaid Debit Card Account while BANA investigated the alleged fraud on Hakopian's EDD Prepaid Debit Card Account. BANA denies that Hakopian's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Hakopian's EDD Prepaid Debit Card Account since October 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 381, and therefore denies them.

382. BANA denies that Hanes began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in September 2020. BANA admits that a transaction for $63 took place on Hanes's EDD Prepaid Debit Card Account on December 4, 2020, but denies that this transaction on Hanes's EDD Prepaid Debit Card Account on December 4, 2020 was unauthorized. BANA admits that Hanes contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account on December 4, 2020. BANA admits that, on the December 4, 2020 call, a BANA prepaid debit card call center representative informed Hanes that BANA would investigate Hanes's alleged claim. BANA admits that Hanes's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Hanes's EDD Prepaid Debit Card Account was unfrozen in June 2021, but avers that Hanes's EDD Prepaid Debit Card Account was unfrozen on February 18, 2021. BANA denies that it credited Hanes's EDD Prepaid Debit Card Account for $65 in June 2021, but avers that BANA credited Hanes's EDD Prepaid Debit Card Account for $63 on May 20,

2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 382, and therefore denies them.

383. BANA admits that Haney contacted BANA to report that someone had opened an EDD Prepaid Debit Card Account in his name and requested more information concerning his EDD Prepaid Debit Card Account in August 2020. BANA denies that a BANA prepaid debit card call center representative told Haney that he needed to speak with EDD to "resolve his issue," and avers that a BANA prepaid debit card call center representative helped Haney change his security questions and email address, and then informed Haney that he would need to update his mailing address with EDD to receive a replacement EDD Prepaid Debit Card in accordance with the terms of Cardholder Agreement and BANA's contract with EDD. BANA lacks information and knowledge sufficient to admit or deny allegations regarding contacts Haney had with EDD, and therefore denies them. BANA denies that there was a freeze or block on Haney's EDD Prepaid Debit Card Account in August 2020, and therefore denies that a freeze or block prevented Haney from accessing his EDD Prepaid Debit Card Account in August 2020. BANA denies that, "immediately upon trying to use" his EDD Prepaid Debit Card, Haney contacted BANA to inquire about a freeze or block on his EDD Prepaid Debit Card Account, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that a BANA prepaid debit card call center representative failed to provide information over the telephone or any additional information as to why a freeze or block was placed on his EDD Prepaid Debit Card Account. BANA denies that Haney contacted BANA every month to report his inability to access his EDD Prepaid Debit Card Account, or to request additional information concerning his EDD Prepaid Debit Card Account status, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that, beginning in August 2020,

Haney contacted BANA "numerous times per week" to request additional information concerning his EDD Prepaid Debit Card Account status, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that, in August 2020, Haney's EDD Prepaid Debit Card Account had a balance of approximately $14,240, but denies that, since August 2020, Haney has not had access to his EDD Prepaid Debit Card Account. BANA denies that, since August 2020, BANA has not provided Haney any information resulting from any investigation surrounding the placement of freezes or blocks on his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 383, and therefore denies them.

384. [Removed]

385. BANA admits that Harden began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in January 2021. BANA admits that transactions totaling approximately $5,000 took place on Harden's EDD Prepaid Debit Card Account in January 2021, but denies that these transactions on Harden's EDD Prepaid Debit Card Account in January 2021 were unauthorized. BANA admits that Harden contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in January 2021, but denies that a BANA prepaid debit card call center representative told her that she would be reimbursed for the transactions while BANA investigated her alleged claim and denies that money was stolen from her EDD Prepaid Debit Card Account. BANA denies that it has not credited Harden's EDD Prepaid Debit Card Account since January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 385, and therefore denies them.

386. BANA admits that Harper began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA

admits that transactions totaling at least $1,100 took place on Harper's EDD Prepaid Debit Card Account in February 2021, but denies that these transactions on Harper's EDD Prepaid Debit Card Account in February 2021 were unauthorized. BANA denies that Harper contacted BANA in March 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Harper's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Harden's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 386, and therefore denies them.

387. BANA denies that Harris began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that Harris's EDD Prepaid Debit Card Account was restricted on September 7, 2020, but avers that Harris's EDD Prepaid Debit Card Account was frozen on September 25, 2020. BANA denies that Harris contacted BANA in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that BANA did not give Harris any information, documents or reasoning as to why his EDD Prepaid Debit Card Account was frozen. BANA denies that Harris's EDD Prepaid Debit Card Account was unrestricted on November 21, 2020, but avers that Harris's EDD Prepaid Debit Card Account was unfrozen on December 16, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 387 and therefore denies them.

388. [Removed]

389. BANA admits that Hart received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card, but denies that BANA "maintains supervision and control" over the EDD Prepaid Debit Card Account. BANA admits

that BANA received personal identifiable information related to Hart from EDD, but denies that it received information concerning his income level and banking information from Hart in relation to his EDD Prepaid Debit Card Account. BANA admits that, upon receipt of this information, BANA securely stored or otherwise archived this information, but denies that BANA was "entrusted with and maintained control" of this information. BANA denies that a hacker was able to access BANA's technical system, and denies that a hacker gained access to Hart's personal identifiable information or EDD Prepaid Debit Card Account information by gaining access to any of BANA's systems. BANA admits that Hart contacted BANA to report alleged fraud regarding an ATM withdrawal on his EDD Prepaid Debit Card Account, but BANA denies that there was an unauthorized ATM withdrawal on his EDD Prepaid Debit Card Account. BANA admits that a BANA prepaid debit card call center representative helped Hart file an alleged unauthorized transaction claim concerning an ATM withdrawal on Hart's EDD Prepaid Debit Card Account. BANA denies that BANA "canceled or froze" Hart's EDD Prepaid Debit Card as a result of him filing an alleged unauthorized transaction claim. BANA admits that there was an ATM withdrawal on Hart's EDD Prepaid Debit Card Account for $853 that posted on April 7, 2021, but denies that this withdrawal on Hart's EDD Prepaid Debit Card Account was unauthorized. BANA admits that it did not temporarily credit Hart's EDD Prepaid Debit Card Account. BANA denies that it did not properly investigate and remedy the alleged unauthorized transaction claim. The allegations in Paragraph 389 regarding BANA's investigation, the timing of BANA's payment of Hart's alleged unauthorized transaction claim, and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA admits that it sent Hart a letter dated April 8, 2021. BANA states the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that it reconsidered Hart's alleged unauthorized transaction claim and credited Hart's EDD Prepaid Debit Card Account for $853 on or about May 10, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 389, and therefore denies them.

390. [Removed]

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

392. BANA denies that Heinz began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that there was a freeze or block on Heinz's EDD Prepaid Debit Card Account on September 29, 2020, and therefore denies that a freeze or block prevented Heinz from accessing her EDD Prepaid Debit Card Account on September 29, 2020. BANA denies that Heinz contacted BANA in September 2020, and denies that Heinz ever filed an unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account. BANA denies that Heinz contacted BANA on the fourth day following September 29, 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that there was a freeze or block on Heinz's EDD Prepaid Debit Card Account in October 2020, and therefore denies that a freeze or block prevented Heinz from accessing her EDD Prepaid Debit Card

Account in October 2020. BANA denies that it sent Heinz a Western Union for $1,317 in or around October 2020 and then issued Heinz a new EDD Prepaid Debit Card. BANA denies that BANA never provided any additional information to Heinz with regard as to why her EDD Prepaid Debit Card Account was frozen or blocked. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 392, and therefore denies them.

393. BANA denies that Ronnie Hernandez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $600 took place on Ronnie Hernandez's EDD Prepaid Debit Card Account in November 2020, but denies that these transactions on Ronnie Hernandez's EDD Prepaid Debit Card Account in November 2020 were unauthorized. BANA denies that Ronnie Hernandez's Prepaid Debit Card Account was frozen in November 2020, but avers that Ronnie Hernandez's EDD Prepaid Debit Card Account was frozen on December 1, 2020. BANA denies that Ronnie Hernandez's EDD Prepaid Debit Card Account has not been unfrozen. BANA denies that it has not credited Ronnie Hernandez's EDD Prepaid Debit Card Account since November 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 393, and therefore denies them.

394. BANA admits that Ruben Hernandez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA denies that Ruben Hernandez contacted BANA in November 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that EDD unemployment benefits had not been loaded onto Ruben Hernandez's EDD Prepaid Debit Card Account between August and November 2020. BANA denies that Ruben Hernandez's EDD Prepaid Debit Card Account was ever frozen or blocked. BANA denies that Ruben

Hernandez requested additional information and documentation concerning an alleged freeze or block on his EDD Prepaid Debit Card Account, and admits that BANA never provided any additional information concerning an alleged freeze or block, because his EDD Prepaid Debit Card Account was never frozen or blocked. BANA denies that a BANA prepaid debit card call center representative told Ruben Hernandez to contact EDD to re-verify his identity in November 2020. BANA lacks information and knowledge sufficient to admit or deny allegations regarding contacts Ruben Hernandez had with EDD, and therefore denies them. BANA denies that Ruben Hernandez contacted BANA "over 200 times" to inquire about the status of his EDD Prepaid Debit Card Account, and denies that BANA failed to provide any information to Ruben Hernandez regarding a freeze or a block on his EDD Prepaid Debit Card Account, because Ruben Hernandez's EDD Prepaid Debit Card Account was never frozen or blocked. BANA denies that Ruben Hernandez contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Ruben Hernandez did not have access to his EDD Prepaid Debit Card Account in January 2021. BANA denies that Ruben Hernandez requested additional information about an alleged freeze or block on his EDD Prepaid Debit Card Account in January 2021. BANA denies that a BANA prepaid debit card call center representative told Ruben Hernandez that "if he dropped his fraud claim, and [did] not request access to the funds in the Account from August until November ($900.00 every two weeks)" that BANA would "give Ruben access to his Account moving forward." BANA denies that Ruben Hernandez's EDD Prepaid Debit Card Account was ever frozen or blocked, and therefore denies that BANA "removed the restricted access to [his] account in January 2021." BANA denies that, since November 2020, BANA has not given Ruben Hernandez "access" to his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 394, and therefore denies them.

395. [Removed]

396. [Removed]

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

398. BANA denies that Horath began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in January or February 2020. BANA admits that transactions totaling at least $300 took place on Horath's EDD Prepaid Debit Card Account in November 2020, but denies that these transactions on Horath's EDD Prepaid Debit Card Account in November 2020 were unauthorized. BANA admits that Horath contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in November 2020. BANA admits that, in response to Horath contacting BANA to report alleged fraud on her EDD Prepaid Debit Card Account in November 2020, a BANA prepaid debit card call center representative issued Horath a replacement EDD Prepaid Debit Card, but denies that a BANA

prepaid debit card call center representative told Horath that there was "nothing they could do regarding reimbursement." BANA admits that transactions totaling at least $200 took place on Horath's EDD Prepaid Debit Card Account in December 2020, but denies that these transactions on Horath's EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA denies that Horath contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in December 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Horath's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Horath's EDD Prepaid Debit Card Account was unfrozen in May 2021. BANA admits that it credited Horath's EDD Prepaid Debit Card Account for $268.54, but denies that credit was made in May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 398, and therefore denies them.

399. BANA admits that Howze began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies Howze's EDD Prepaid Debit Card Account was ever frozen or blocked, and therefore denies that it was ever unfrozen or unblocked. BANA denies that Howze contacted BANA in January 2021. BANA denies that it failed to provide any information to Howze regarding a freeze or block on his EDD Prepaid Debit Card Account because no freeze or block on his EDD Prepaid Debit Card Account was ever in place. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 399, and therefore denies them.

400. [Removed]

401. BANA denies that Hutchins began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $3,000 took place on Hutchins's EDD

Prepaid Debit Card Account in late July and early August 2020, but denies that these transactions on Hutchins's EDD Prepaid Debit Card Account in late July or early August 2020 were unauthorized. BANA denies that Hutchins contacted BANA to report alleged fraud or allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in late July or early August 2020, denies that Hutchins ever filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that transactions totaling at least $1,000 took place on Hutchins's EDD Prepaid Debit Card Account in late December 2020. BANA denies that Hutchins contacted BANA in December 2020 to alleged report fraud or allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, and therefore denies that a BANA prepaid debit card call center representative told Hutchins that BANA would send her a new BANA EDD Prepaid Debit Card in December 2020. BANA denies Hutchin's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies it was ever unfrozen. BANA denies that it has not credited Hutchins's EDD Prepaid Debit Card Account since July 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 401, and therefore denies them.

402. BANA denies that Huynh began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that Huynh's EDD Prepaid Debit Card Account was ever frozen or blocked, and therefore denies that it was ever unfrozen or unblocked. BANA denies that Huynh contacted BANA to inquire about any alleged freezes or blocks on his EDD Prepaid Debit Card Account in or around June 2020, and therefore denies that it failed to provide any information to Huynh regarding freezes or blocks on his EDD Prepaid Debit Card Account, also because no freeze or block on his EDD Prepaid Debit Card Account

was ever in place. BANA denies that transactions totaling approximately $17,000 took place on Huynh's EDD Prepaid Debit Card Account in the 60 days prior to October 2020. BANA admits that Huynh contacted BANA to report alleged unauthorized transactions on his EDD Prepaid Debit Card Account in October 2020, but denies that the transactions referenced in Paragraph 402 were unauthorized. BANA admits that, on this call, a BANA prepaid debit card call center representative authenticated Hyunh as the caller and accessed and reviewed certain information relating to Huynh's EDD Prepaid Debit Card Account. BANA denies that it has not credited Huynh's EDD Prepaid Debit Card Account related to the transactions referenced in Paragraph 402. BANA denies that it did not provide any notification, in writing or otherwise, as to how it reached its conclusion after conducting an investigation into Huynh's alleged unauthorized transaction claim or what documents it replied upon in doing so. The allegations in Paragraph 402 regarding BANA's investigation of Huynh's alleged unauthorized transaction claim and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that Huynh contacted BANA "day after day." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 402, and therefore denies them.

403. BANA denies that Idemudia began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that there were two transactions totaling approximately $1,700 on Idemudia's EDD Prepaid Debit Card Account in September 2020, but denies that these transactions on Idemudia's EDD Prepaid Debit Card Account in September 2020 were unauthorized. BANA admits that Idemudia contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in September 2020. BANA admits that a BANA prepaid debit card call center representative assisted Idemudia by filing

an alleged unauthorized transaction claim and informed Idemudia that BANA would investigate Idemudia's alleged unauthorized transaction claim. BANA admits that Idemudia's EDD Prepaid Debit Card Account was frozen in September 2020. BANA admits that Idemudia's EDD Prepaid Debit Card Account was unfrozen in October 2020. BANA denies that it has not credited Idemudia's EDD Prepaid Debit Card Account since September 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 403, and therefore denies them.

404. BANA denies that Isles began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions totaling at least $1,700 took place on Isles's EDD Prepaid Debit Card Account within 60 days prior to October 2020, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that Isles contacted BANA in October 2020 to report alleged unauthorized transactions for approximately $1,700 that took place on Isles's EDD Prepaid Debit Card Account in October 2020. BANA admits that, on this call, a BANA prepaid debit card call center representative authenticated Isles as the caller and accessed and reviewed certain information relating to Isles's EDD Prepaid Debit Card Account. BANA denies that it refused to provide Isles with information, documentation, and credit. BANA denies that it has not credited Isles's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Isles's alleged unauthorized transaction claim. The allegations in Paragraph 403 regarding BANA's investigation of Isles's alleged unauthorized transaction claim and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that Isles's EDD Prepaid Debit Card Account was frozen or blocked in October 2020. BANA denies that Isles contacted

BANA to inquire about the status of her EDD Prepaid Debit Card Account in October 2020, and denies that it failed to provide any information to Isles regarding a freeze or a block on her EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 404, and therefore denies them.

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

406. BANA denies that Jackson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions totaling at least $880 took place on Jackson's EDD Prepaid Debit Card Account in February 2021, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that Jackson contacted BANA in March 2021 to report alleged fraud that took place on Jackson's EDD Prepaid Debit Card Account in February 2021. BANA denies that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center

representative blamed EDD and told Jackson that she "needed to talk to EDD to resolve her issue." BANA admits that Jackson's EDD Prepaid Debit Card Account was frozen in February 2021. BANA admits that Jackson's EDD Prepaid Debit Card Account was unfrozen in April 2021. BANA admits that it credited Jackson's EDD Prepaid Debit Card Account for $880 in April 2021, but denies that money was stolen from Jackson's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 406, and therefore denies them.

407. [Removed]

408. [Removed]

409. BANA admits that E. Johnson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that transactions totaling at least $460 took place on E. Johnson's EDD Prepaid Debit Card Account in December 2020, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that E. Johnson contacted BANA in December 2020 to report alleged fraud that took place on her EDD Prepaid Debit Card Account in December 2020. BANA denies that, in response to her alleged unauthorized transaction claim, BANA prepaid debit card call center representatives transferred E. Johnson from "department to department and refused to give her a straight answer." BANA admits that E. Johnson's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that E. Johnson's EDD Prepaid Debit Card Account was unfrozen in April 2021, but avers that E. Johnson's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until March 29, 2021. BANA admits that it credited E. Johnson's EDD Prepaid Debit Card Account for $463 in April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 409, and therefore denies them.

410. BANA admits that L. Johnson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in January 2020. BANA admits that transactions totaling at least $800 took place on L. Johnson's EDD Prepaid Debit Card Account in March 2021, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that L. Johnson contacted BANA in March 2021 to report alleged fraud that took place on L. Johnson's EDD Prepaid Debit Card Account. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told L. Johnson that he "needed to talk to EDD to resolve his issue." BANA admits that transactions totaling at least $680 took place on L. Johnson's EDD Prepaid Debit Card Account in May 2021, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that L. Johnson contacted BANA in May 2021 to report alleged fraud that took place on L. Johnson's EDD Prepaid Debit Card Account. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told L. Johnson that BANA would "need to freeze" L. Johnson's EDD Prepaid Debit Card Account. BANA admits that L. Johnson's EDD Prepaid Debit Card Account was frozen in March 2021. BANA denies that L. Johnson's EDD Prepaid Debit Card Account was unfrozen in May 2021, but avers that L. Johnson's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until March 30, 2021. BANA denies that L. Johnson's EDD Prepaid Debit Card Account was ever frozen for a second time, and therefore also denies his EDD Prepaid Debit Card Account was unfrozen. BANA admits that it credited L. Johnson's EDD Prepaid Debit Card Account for the transactions included in his March 2021 alleged unauthorized transaction claim in May 2021. BANA denies that it did not credit L. Johnson's EDD Prepaid Debit Card Account for the transactions included in his May 2021 alleged unauthorized transaction claim. BANA lacks knowledge and information sufficient

to admit or deny the remaining allegations in Paragraph 410, and therefore denies them.

411. [Removed]

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

413. [Removed]

414. [Removed]

415. [Removed]

416. [Removed]

417. [Removed]

418. BANA denies that Laxton began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits that Laxton's EDD Prepaid Debit Card Account was frozen in September 2020. BANA admits that Laxton contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in September 2020. BANA denies that it failed to provide Laxton information over the phone or additional information as to why her

EDD Prepaid Debit Card Account was frozen, and denies that she was disconnected or waited hours on hold. BANA denies that Laxton ever filed an unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 418, and therefore denies them.

419. [Removed]

420. [Removed]

421. BANA denies that Lopez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2019. BANA admits that transactions totaling at least $1,500 took place on Lopez's EDD Prepaid Debit Card Account in February 2021, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that Lopez contacted BANA in February 2021 to report alleged fraud that took place on her EDD Prepaid Debit Card Account. BANA denies that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Lopez that BANA "could not help her" and that Lopez "needed to resolve his issue with EDD." BANA admits that Lopez's EDD Prepaid Debit Card Account was frozen in February 2021. The allegations in Paragraph 421 regarding the legality of BANA's freezing of Lopez's EDD Prepaid Debit Card Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it has not unfrozen Lopez's EDD Prepaid Debit Card Account. BANA denies that it has not credited Lopez's EDD Prepaid Debit Card Account since February 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 421, and therefore denies them.

422. [Removed]

423. [Removed]

424. BANA denies that Madrid began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that Madrid's EDD Prepaid Debit Card Account was frozen or blocked in November 2020, but avers that Madrid's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Madrid contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in November 2020, but avers that Madrid contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account and to request additional information regarding the freeze in December 2020. BANA denies that it failed to provide Madrid information over the phone or additional information as to why his EDD Prepaid Debit Card Account was frozen. BANA admits that, on a December 2020 call, a BANA prepaid debit card call center representative authenticated Madrid as the caller and accessed and reviewed certain information relating to Madrid's EDD Prepaid Debit Card Account. BANA admits that Madrid requested additional information regarding the freeze and access to his EDD Prepaid Debit Card Account, but denies that BANA refused to provide and never did provide Madrid with the requested additional information or documentation regarding the freeze or access to EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 424, and therefore denies them.

425. BANA denies that Magallan began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $80 took place on Magallan's EDD Prepaid Debit Card Account in December 2020, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that Magallan contacted BANA in December 2020 to report alleged fraud that took place on his EDD Prepaid Debit Card Account. BANA admits that a BANA prepaid debit card call center representative assisted Magallan by filing an alleged unauthorized

transaction claim. BANA admits that BANA froze Magallan's EDD Prepaid Debit Card Account in December 2020. BANA denies that Magallan's EDD Prepaid Debit Card Account was unfrozen in February 2021, and avers that Magallan's EDD Prepaid Debit Card Account was unfrozen in January 2021. BANA denies that it has not credited Magallan's EDD Prepaid Debit Card Account since December 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 425, and therefore denies them.

426. BANA denies that Main began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA denies that transactions totaling at least $5,000 took place on Main's EDD Prepaid Debit Card Account in July 2020. BANA denies that Main contacted BANA in July 2020 to report alleged fraud or allegedly unauthorized transactions that took place on Main's EDD Prepaid Debit Card Account, but avers that Main contacted BANA in August 2020 to report alleged fraud that took place on Magallan's EDD Prepaid Debit Card Account. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Main that he "needed to talk to EDD to resolve his issue or would just drop his call altogether." BANA denies that Main's EDD Prepaid Debit Card Account was frozen in October 2020. BANA denies that Main's EDD Prepaid Debit Card Account is currently frozen. BANA denies that it credited Main's EDD Prepaid Debit Card Account for $5,000 in October 2020, and that it "immediately reversed" a $5,000 credit in October 2020. BANA denies that Main's EDD Prepaid Debit Card Account had a balance of negative $5,000 in October 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 426, and therefore denies them.

427. BANA denies that Martinez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA

denies that Martinez's EDD Prepaid Debit Card Account was frozen in January 2021, but avers that Martinez's EDD Prepaid Debit Card Account was frozen in March 2021. BANA denies that Martinez contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in January 2021, but avers that Martinez contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in March 2021. BANA denies that, in response to Martinez inquiring about the status of her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative "only told her she needed to speak to EDD and verify her identify with EDD before Bank of America could do anything." BANA admits Martinez's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until April 2, 2021. BANA denies that it has not credited Martinez's EDD Prepaid Debit Card Account since January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 427, and therefore denies them.

428. BANA denies that Matson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $560 took place on Matson's EDD Prepaid Debit Card Account in January 2021, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that Matson contacted BANA in January 2021 to report alleged fraud that took place on his EDD Prepaid Debit Card Account. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Matson that he "needed to talk to EDD to resolve his issue." BANA admits that Matson's EDD Prepaid Debit Card Account was frozen in January 2021. BANA admits that EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until March 22, 2021. BANA denies that it has not credited Matson's EDD Prepaid Debit Card Account since January 2021. BANA lacks knowledge and

information sufficient to admit or deny the remaining allegations in Paragraph 428, and therefore denies them.

429. [Removed]

430. [Removed]

431. [Removed]

432. [Removed]

433. BANA admits that it issued Meza an EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD to access her EDD unemployment benefits. BANA admits that Meza began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in mid-2020. BANA denies that Meza's EDD Prepaid Debit Card Account had a balance of $2.76 in September 2020. BANA admits that there were transactions for ride share companies and Coach on Meza's EDD Prepaid Debit Card Account in September 2020, and that these transactions were executed in multiple states including New York, but denies that these transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that there were transactions totaling $6,904.83 on Meza's EDD Prepaid Debit Card Account in September 2020, but denies that BANA "approved" these transactions on her EDD Prepaid Debit Card Account and that these transactions were unauthorized. BANA admits that it did not "flag" her EDD Prepaid Debit Card Account or notify her of the allegedly unauthorized transactions, but denies that Meza would not have been able to view the allegedly unauthorized transactions when she logged into her EDD Prepaid Debit Card Account online. BANA denies that these transactions left Meza's EDD Prepaid Debit Card Account in "depletion." BANA admits that Meza contacted BANA in September 2020 to report alleged unauthorized transactions on her EDD Prepaid Debit Card Account, but denies that these transactions were unauthorized. BANA denies that Meza's call with BANA was "unproductive." BANA lacks knowledge or information sufficient

to admit or deny Meza's allegations concerning her alleged visit to an El Centro branch of BANA, and therefore denies them. The allegations in Paragraph 432 regarding the timeliness of Meza's reporting of alleged unauthorized transfers state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA admits that it sent Meza periodic statements for her EDD Prepaid Debit Card Account, but denies that the transactions reflected on her periodic EDD Prepaid Debit Card Account statements were unauthorized. BANA denies that Meza contacted BANA "many more times" or "daily" in September and October 2020 to report alleged fraud that took place on Meza's EDD Prepaid Debit Card Account and to request a refund for these alleged unauthorized transactions. BANA lacks information and knowledge sufficient to admit or deny allegations regarding unspecified calls, and therefore denies them. BANA denies that when Meza contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in October 2020, BANA prepaid debit card call center representatives would not help her. BANA denies that BANA did not conduct any investigation in response to the reported allegedly unauthorized transactions on Meza's EDD Prepaid Debit Card Account. BANA denies that it did not temporarily credit Meza's EDD Prepaid Debit Card Account within ten business days after receiving notice of the allegedly unauthorized transactions. BANA admits that Meza contacted BANA regarding her alleged unauthorized transaction claim in October 2020 and that, in response, a BANA prepaid debit card call center representative suggested that Meza call BANA back on the following day to speak with a BANA prepaid debit card claims department representative, and provided Meza with a number to call. BANA denies that it represented that agents in BANA's prepaid debit card claims department would be available 24/7, and denies that it was under any legal or contractual obligation to do so. BANA denies that Meza contacted BANA again in October 2020 to report "a total of $6,904.83 fraudulent charges again," but avers that Meza contacted BANA in October 2020 to ask BANA to reconsider her then-closed alleged unauthorized transaction claim. BANA denies that a BANA prepaid debit card call center representative told Meza that the alleged unauthorized transactions would be flagged as fraudulent and returned to Meza. BANA denies that it never sent Meza communications regarding the alleged fraud on her EDD Prepaid Debit Card Account or the resolution of any alleged unauthorized transaction claim. BANA denies that it has not credited Meza for the transactions alleged in Paragraph 433. BANA denies that the amount of Meza's EDD unemployment benefits was $167 per week. BANA denies that Meza's EDD Prepaid Debit Card Account was frozen around January 6, 2021, and therefore denies that Meza could not access her EDD unemployment benefits around January 6, 2021. BANA denies that Meza contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in January 2021. BANA denies that Meza's EDD Prepaid Debit Card Account was ever frozen in March 2021. BANA denies that there was roughly $900 of EDD unemployment benefits available in Meza's EDD Prepaid Debit Card Account on March 15, 2021. BANA denies that a BANA prepaid debit card call center representative suggested Meza re-verify her identity in order to unfreeze her EDD Prepaid Debit Card Account. BANA denies it sent Meza a letter dated May 19, 2021, but avers that it sent Meza a letter dated May 27, 2021. BANA states that the May 27, 2021 letter speaks for itself, and denies any allegations inconsistent with its contents. BANA denies that the letter dated May 27, 2021 was the only letter or notice Meza ever received from BANA related to the alleged fraud on her EDD Prepaid Debit Card Account. BANA admits that Meza contacted BANA in September 2020 to report alleged unauthorized transactions that took place on Meza's EDD Prepaid Debit Card Account. The allegations in Paragraph 433 regarding BANA's investigation of Meza's alleged unauthorized transaction claim state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA admits that it sent Meza a letter on August 3, 2020. BANA states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA denies that it withheld $6,904.83 from Meza's EDD Prepaid Debit Card Account. The allegations in Paragraph 433 regarding BANA's obligations under relevant law, and whether Meza "upheld her end of the Cardholder Agreement and the requirements of EFTA" state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 433, and therefore denies them.

434. BANA denies that McCrary began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $900 took place on McCrary's EDD Prepaid Debit Card Account in February 2021, but denies that those transactions on his EDD Prepaid Debit Card Account were unauthorized. BANA admits that McCrary contacted BANA in February 2021 to report alleged fraud that took place on McCrary's EDD Prepaid Debit Card Account in February 2021. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative "repeatedly" told McCrary that he "needed to resolve his issue with EDD." BANA admits that BANA froze McCrary's EDD Prepaid Debit Card Account in February 2021. BANA admits that McCrary's EDD Prepaid Debit Card Account was unfrozen in April 2021. BANA admits that BANA credited McCrary's EDD Prepaid Debit Card Account for $900 in May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 434, and therefore denies them.

435. [Removed]

436. [Removed]

437. [Removed]

438. BANA denies that S. Morales began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $1,900 took place on S. Morales's EDD Prepaid Debit Card Account in September 2020, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA denies that S. Morales contacted BANA in September 2020, but avers that S. Morales contacted BANA in October 2020 to report alleged fraud that took place on S. Morales's EDD Prepaid Debit Card Account, but BANA denies that there was fraud on her EDD Prepaid Debit Card Account. BANA admits that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told S. Morales that BANA would issue her a replacement EDD Prepaid Debit Card. BANA denies that the BANA prepaid debit card call center representative told S. Morales she would be provided a temporary credit. BANA admits that S. Morales's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that it unfroze S. Morales's EDD Prepaid Debit Card Account in April 2021, and avers that it unfroze S. Morales's EDD Prepaid Debit Card Account in March 2021 and then blocked it until April 6, 2021. BANA denies that it credited S. Morales's EDD Prepaid Debit Card Account for $934.58 in November 2020, but avers that it credited S. Morales's EDD Prepaid Debit Card Account for $1,011.81 in November 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 438, and therefore denies them.

439. BANA denies that A. Morales began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that A. Morales's EDD Prepaid Debit Card Account had any transactions in July 2020, and denies that he experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that A. Morales contacted BANA in July 2020, and therefore denies the allegations about what a BANA prepaid debit

card call center representative told him in response. BANA denies that A. Morales's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA admits that it has not credited A. Morales's EDD Prepaid Debit Card Account since July 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 439, and therefore denies them.

440. BANA denies that Morgan began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in late June or early July 2020. BANA admits that transactions took place on Morgan's EDD Prepaid Debit Card Account in the 60 days prior to December 2020, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA denies that Morgan contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in December 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Morgan's EDD Prepaid Debit Card Account was frozen or blocked in December 2020, and therefore denies that a freeze or block prevented Morgan from accessing her EDD Prepaid Debit Card Account in December 2020. BANA denies that Morgan had "momentary access" to her EDD Prepaid Debit Card Account in January 2021 because her account was not frozen or blocked in January 2021. BANA denies that there was a freeze or block on Morgan's EDD Prepaid Debit Card Account in January 2021, and therefore denies that an account freeze prevented Morgan from accessing her EDD Prepaid Debit Card Account in January 2021. BANA denies that Morgan contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 440, and therefore denies them.

441. BANA admits that Morrell began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA admits that it issued Morell an EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD to access her EDD unemployment benefits. BANA denies that Morrell was the "victim of numerous unauthorized transactions" on her EDD Prepaid Debit Card Account, and that BANA was "unwilling or unable" to credit Morrell's EDD Prepaid Debit Card Account relating to her alleged unauthorized transaction claims. BANA states that the Cardholder Agreement speaks for itself, and denies any allegations inconsistent with its contents. BANA denies that there was ever an "administrative hold" on Morrell's EDD Prepaid Debit Card Account. BANA denies that Morrell began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that Morrell's EDD Prepaid Debit Card Account had a balance of approximately $4.00 on October 17, 2020. BANA admits that Morrell contacted BANA on October 17, 2020 to require about the status of her EDD Prepaid Debit Card Account, and that a BANA prepaid debit card call center representative suggested that Morrell should call back to speak with the prepaid debit card claims department. BANA admits that Morrell contacted BANA on October 19, 2020. BANA denies that, on the October 19, 2020 call, a BANA prepaid debit card call center representative told Morrell that a "fraudster had stolen funds" from her EDD Prepaid Debit Card Account at a "Citibank ATM in Grand Rapids, Illinois," and denies that Morell was told she would receive a temporary credit for the transaction referenced in Paragraph 441. BANA denies that, on the October 19, 2020 call, a BANA prepaid debit card call center representative ordered Morrell a replacement Card, but avers that, on the October 17 call, a BANA prepaid debit card call center representative told Morrell that she would be receiving a replacement Card. BANA admits that it sent Morrell a letter dated October 20, 2020. BANA states the letter

speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that Morrell contacted BANA on or around October 26, 2020 regarding a letter that she received in relation to her alleged unauthorized transaction claim on her EDD Prepaid Debit Card Account. BANA denies that, on the phone call that took place on or around October 26, 2020, a BANA prepaid debit card call center representative told Morrell that she that "a glitch in the system triggered the letter" she received. BANA denies that Morrell filed a new alleged unauthorized transaction claim during this call, but avers that a BANA prepaid debit card call center representative submitted Morrell's previously reviewed claim for reconsideration. BANA admits that a BANA prepaid debit card call center representative told Morrell that she would have to wait for her alleged unauthorized transaction claim to be investigated. BANA denies that Morrell did not connect with a BANA prepaid debit card call center representative on November 2, 2020 to inquire about the status of her alleged unauthorized transaction claim on her EDD Prepaid Debit Card Account. BANA admits that the prepaid debit card claims department was generally open at least Monday through Friday from 8:00 AM to 8 P.M. EST in November 2020, but denies any implication that the prepaid debit card claims department was not open on Saturdays. BANA admits that, in response to her status inquiry, a BANA prepaid debit card call center representative told Morrell that her alleged unauthorized transaction claim was being processed. BANA lacks knowledge and information sufficient to admit or deny allegations regarding multiple unspecified calls that took place in the month of November 2020, and therefore denies them. BANA admits that it did not credit Morrell's EDD Prepaid Debit Card Account in November 2020 for an alleged unauthorized transaction claim. BANA denies that Morrell contacted BANA on December 17, 2020, but avers that Morrell contacted BANA on December 18, 2020. BANA admits that, in response to her December 18, 2020 status inquiry, a BANA prepaid debit card call center representative informed Morrell that they were unable to provide an estimate as to when she could expect a credit to her EDD Prepaid Debit Card Account for her alleged unauthorized transaction claim that was being reconsidered. BANA admits that Morrell submitted her original alleged unauthorized transaction claim on October 19, 2020, but denies that the transactions included in that alleged unauthorized transaction claim were unauthorized. BANA admits that it had not credited Morrell's EDD Prepaid Debit Card Account by December 17, 2020 for the transactions alleged in Paragraph 441. BANA denies that Morrell contacted BANA "more than 80 times" between October 19, 2020 and December 17, 2020. BANA denies that it sent Morrell two letters dated December 30, 2020, but avers that it sent Morrell one letter dated December 30, 2020. BANA states that the letter speaks for itself, and denies any allegations inconsistent with its contents. BANA admits that it permanently credited Morrell's EDD Prepaid Debit Card Account for $503 on December 30, 2020. BANA denies that BANA's prepaid debit card call center never offered Morrell any "meaningful response or assistance" and denies that it "stymied Morrell's efforts at nearly every turn." The allegations in Paragraph 441 regarding BANA's investigation of Morrell's alleged unauthorized transaction claim, obligations under relevant law, and whether Morrell "followed instructions on Morrell's Account" state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it took "over four months" to credit Morrell's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 441, and therefore denies them.

442. BANA denies that Morris began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits more than $900 in transactions occurred on Morris's EDD Prepaid Debit Card Account in December 2020, but denies that the transactions on her EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA denies that Morris contacted

BANA in December 2020 to report alleged fraud or allegedly unauthorized transactions that took place on her EDD Prepaid Debit Card Account, but avers that Morris contacted BANA in November 2020 to report alleged fraud that took place on Morris's EDD Prepaid Debit Card Account. BANA admits that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Morris that they would file an alleged unauthorized transaction claim and investigate the alleged fraud. BANA admits that Morris's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Morris's EDD Prepaid Debit Card Account was unfrozen in February 2021, but avers that Morris's EDD Prepaid Debit Card Account was unfrozen in January 2021. The allegations regarding the legality of the alleged freeze on Morris's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it credited $468 to Morris's EDD Prepaid Debit Card Account in June 2021, but avers that it credited $333.79 to Morris's EDD Prepaid Debit Card Account in May 2021. The allegations regarding the legality of the alleged freezes on Morriss's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 442, and therefore denies them.

443. BANA denies that Mouck began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in either March or April 2020. BANA denies that Mouck's EDD Prepaid Debit Card Account had transactions totaling at least $900 in December 2020. BANA admits that Mouck contacted BANA in December 2020 to report alleged fraud that took place on Mouck's EDD Prepaid Debit Card Account, but denies that Mouck experienced fraud or unauthorized transactions on her EDD Prepaid Debit Card Account. BANA admits that a BANA prepaid debit card call center representative told Mouck that

BANA would investigate her alleged unauthorized transaction claim and assisted Mouck by filing an alleged unauthorized transaction claim. BANA lacks information and knowledge sufficient to admit or deny allegations related to unspecified phone calls at "other times," and therefore denies them. BANA admits that Mouck's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Mouck's EDD Prepaid Debit Card Account was unfrozen in May 2021, and avers that Mouck's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until March 20, 2021. BANA denies that it credited Mouck's EDD Prepaid Debit Card Account for $200 in May 2021 and $200 in June 2021, but avers that it credited Mouck's EDD Prepaid Debit Card Account for $694.12 on May 20, 2021 and for $1,142.39 on April 6, 2023. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 443, and therefore denies them.

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

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

446. [Removed]

447. BANA denies that Ojeda began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that transactions totaling at least $2,000 took place on Ojeda's EDD Prepaid Debit Card Account in July and August 2020, but denies that Ojeda experienced fraud or unauthorized transactions on her EDD Prepaid Debit Card Account in July and August 2020. BANA denies that Ojeda contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in July 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Ojeda's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies her EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Ojeda's EDD Prepaid Debit Card

Account since July 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 447, and therefore denies them.

448. [Removed]

449. [Removed]

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

451. BANA denies that Paningbatan began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits that transactions totaling at least $600 took place on Paningbatan's EDD Prepaid Debit Card Account between May and October 2020, but denies that Paningbatan experienced fraud or unauthorized transactions on her EDD Prepaid Debit Card Account between May and October 2020. BANA admits that Paningbatan contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in December 2020. BANA admits that, on the December 2020 call, a BANA prepaid debit card call center representative helped Paningbatan file an

alleged unauthorized transaction claim and told Paningbatan that BANA would investigate her alleged unauthorized transaction claim. BANA admits that Paningbatan's EDD Prepaid Debit Card Account was frozen in December 2020. The allegations regarding the legality of the alleged freeze on Paningbatan's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that Paningbatan's EDD Prepaid Debit Card Account was unfrozen in April 2021, and avers that Paningbatan's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked it until April 7, 2021. BANA denies that it credited Paningbatan's EDD Prepaid Debit Card Account for $441 in April 2021, and debited the credit for $441 in May 2021, but avers that it credited Paningbatan's EDD Prepaid Debit Card Account for $422.15 in April 2021, and reversed the credit for $422.15 in May 2021. BANA admits that Paningbatan's EDD Prepaid Debit Card Account had a negative balance in May 2021. BANA denies that it credited Paningbatan's EDD Prepaid Debit Card Account $500 in May 2021, but avers that it credited Paningbatan's EDD Prepaid Debit Card Account $523.67 on June 15, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 451, and therefore denies them.

452. BANA denies that Payton began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that it issued Payton an EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD to access her EDD unemployment benefits. BANA states that the Cardholder Agreement speaks for itself, and denies any allegations inconsistent with its contents. BANA denies that Payton was the "victim of numerous unauthorized transactions" on her EDD Prepaid Debit Card Account, and that BANA was "unwilling or unable" to credit Payton's EDD Prepaid Debit Card Account relating to her alleged unauthorized transaction claims. BANA

denies that there was ever an "administrative hold" on Payton's EDD Prepaid Debit Card Account. BANA admits that there was an EDD unemployment benefits deposit to Payton's EDD Prepaid Debit Card Account on November 16, 2020. BANA admits that there was a funds transfer of $200 on November 16, 2020 from Payton's EDD Prepaid Debit Card Account, but denies that, after this funds transfer, Payton's EDD Prepaid Debit Card Account balance was $683. BANA denies that Payton's EDD Prepaid Debit Card Account had a balance of $0 on November 16, 2020. BANA admits that Payton contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account on November 16, 2020. BANA admits that, on the November 16, 2020 call, a BANA prepaid debit card call representative transferred Payton to the prepaid debit card claims department. BANA admits that Payton contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account on November 17, 2020, and that a BANA prepaid debit card call representative assisted Payton by filing an alleged unauthorized transaction claim concerning a balance inquiry and a funds withdrawal from her EDD Prepaid Debit Card Account that were made at an ATM in Chula Vista, but denies that the ATM withdrawal or the balance inquiry were unauthorized. BANA admits that Payton contacted BANA to inquire about the status of her alleged unauthorized transaction claim. BANA denies that it did not credit Payton's EDD Prepaid Debit Card Account regarding her alleged unauthorized transaction claim, and denies that it allowed any funds to be stolen from Payton. BANA admits that a BANA prepaid debit card call center representative told Payton that she needed to verify her identity for her alleged claim to be investigated, but denies that a BANA prepaid debit card call center representative told Payton that BANA would not proceed with her alleged claim until her identity had been verified with EDD. BANA lacks information and knowledge sufficient to admit or deny allegations regarding Payton's contact with EDD, and therefore denies them. BANA admits that it issued Payton a replacement Card prior to November 30, 2020. BANA admits that there was an EDD unemployment benefits deposit to Payton's EDD Prepaid Debit Card Account on November 30, 2020. BANA admits that there was an EDD unemployment benefits deposit to Payton's EDD Prepaid Debit Card Account on December 17, 2020. BANA admits that Payton's EDD Prepaid Debit Card Account was frozen on December 17, 2020, but denies that BANA never provided Payton with a notice regarding the freeze or other additional information as to why a freeze was placed on her EDD Prepaid Debit Card Account. BANA admits that Payton's EDD Prepaid Debit Card Account was unfrozen three months later, in March 2021 and then blocked until March 29, 2021. BANA denies that it has no "reasonable method to identify and prevent fraud." BANA denies that Payton's EDD Prepaid Debit Card Account was frozen without providing notice, reason, or justification for the freeze. BANA admits that Payton contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account, and that a BANA prepaid debit card call center representative told Payton that her EDD Prepaid Debit Card Account was frozen due to fraudulent activity. BANA denies that, in response, a BANA prepaid debit card call center representative refused to unfreeze Payton's EDD Prepaid Debit Card Account, or that it "put the fault and responsibility of the freeze on EDD." BANA admits that it sent Payton written notice of the freeze on her EDD Prepaid Debit Card Account in February 2021. BANA admits that it sent Payton written notice of the freeze on her EDD Prepaid Debit Card Account in March 2021. BANA states that the written notices from February 2021 and March 2021 speak for themselves, and deny any allegations inconsistent with their contents. BANA denies that Payton contacted BANA in March 2021 to inquire about the status of her EDD Prepaid Debit Card Account, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. The allegations in Paragraph 452 regarding whether Payton "followed instructions on Bank of America's Account agreement" state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that BANA's customer service department offered Payton "no meaningful response or assistance for almost four months" and denies that it "stymied Payton's efforts at nearly every turn." The allegations in Paragraph 452 regarding BANA's investigation of Payton's alleged unauthorized transaction claim and obligations under relevant law state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 452, and therefore denies them.

453. BANA denies that Pena began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA denies that transactions totaling at least $2,400 took place on Pena's EDD Prepaid Debit Card Account in September 2020, and denies that Pena experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that Pena contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Pena 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 Pena's EDD Prepaid Debit Card Account was frozen in September 2020. BANA denies that Pena's EDD Prepaid Debit Card Account has not been unfrozen since September 2020. The allegations regarding the legality of the alleged freeze on Pena's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA admits that it has not credited Pena's EDD Prepaid Debit Card Account since September 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 453, and therefore denies them.

454. BANA denies that Perez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that transactions totaling approximately $14,000 took place on Perez's EDD Prepaid Debit Card Account in the 60 days prior to September 2020. BANA admits that Perez contacted BANA to report alleged unauthorized transactions on her EDD Prepaid Debit Card Account in September 2020, but denies that those transactions on her EDD Prepaid Debit Card Account were unauthorized. BANA admits that when Perez contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated Perez as the caller and accessed and reviewed certain information relating to Perez's EDD Prepaid Debit Card Account. BANA denies that, in response to Perez's alleged unauthorized transaction claim, BANA "refused to provide" Perez with information, documentation, and credit. BANA denies that it never credited Perez's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Perez's alleged unauthorized transaction claim. BANA denies that Perez's EDD Prepaid Debit Card Account was frozen or blocked in September 2020, and therefore denies that a freeze or block prevented Perez from accessing her EDD Prepaid Debit Card Account in September 2020. BANA denies that Perez contacted BANA to inquire about why a freeze or block was placed on her EDD Prepaid Debit Card Account in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits Perez did not receive information over the telephone or any additional information as to why a freeze was placed on Perez's EDD Prepaid Debit Card Account in September 2020 because there was not a freeze on Perez's EDD Prepaid Debit Card Account in September 2020. BANA denies that, since September 2020, BANA has not sent Perez any information or documents, or

provided Perez with access to her EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 454, and therefore denies them.

455. [Removed]

456. BANA denies that Perkins began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions totaling at least $13,000 took place on Perkins's EDD Prepaid Debit Card Account in the 60 days prior to December 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in the 60 days prior to December 2020 were unauthorized. BANA admits that Perkins contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020. BANA admits that when Perkins contacted BANA to report the allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated Perkins as the caller and accessed and reviewed certain information relating to Perkins's EDD Prepaid Debit Card Account. BANA denies that it never credited Perkins's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Perkins's alleged unauthorized transaction claim. BANA denies that, in response to Perkins's alleged unauthorized transaction claim, BANA "refused to provide" Perkins with information, documentation, and credit. BANA denies that BANA prepaid debit card call center representatives "continuously told him to contact EDD to resolve his issue." BANA admits that Perkins's EDD Prepaid Debit Card Account was frozen in December 2020. BANA admits that Perkins contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in December 2020. BANA denies that a BANA prepaid debit card call center representative failed to provide information over the telephone or any additional

information as to why a freeze was placed on Perkins's EDD Prepaid Debit Card Account. BANA denies that it has not sent Perkins any information or documents concerning his EDD Prepaid Debit Card Account, denies that it has not credited his EDD Prepaid Debit Card Account, and denies that it has not unfrozen his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 456, and therefore denies them.

457. [Removed]

458. [Removed]

459. BANA denies that D. Pitts began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA admits that transactions totaling at least $500 took place on D. Pitts's EDD Prepaid Debit Card Account in July 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in July 2020 were unauthorized. BANA denies that D. Pitts contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in July 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that transactions totaling at least $30 took place on D. Pitts's EDD Prepaid Debit Card Account in August 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in August 2020 were unauthorized. BANA denies that D. Pitts contacted BANA in August 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that transactions totaling at least $600 took place on D. Pitts'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 D. Pitts contacted BANA in October 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that transactions totaling at least $430 took place on D. Pitts's EDD

Prepaid Debit Card Account in April 2021, but denies that these transactions on his EDD Prepaid Debit Card Account in April 2021 were unauthorized. BANA admits that D. Pitts contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in April 2021. BANA admits that when D. Pitts contacted BANA to report the allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said BANA would issue him a replacement Card, but denies that the BANA prepaid debit card call center representative said BANA would "freeze" D. Pitts's EDD Prepaid Debit Card Account. BANA denies that D. Pitts's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it credited D. Pitts's EDD Prepaid Debit Card Account for $80 total in July 2020 or May 2021, and denies that it only credited D. Pitts's EDD Prepaid Debit Card Account for a total of $80. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 459, and therefore denies them.

460. BANA admits that V. Pitts began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in July 2020. BANA admits that transactions totaling at least $1,800 took place on V. Pitts's EDD Prepaid Debit Card Account in July 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in July 2020 were unauthorized. BANA admits that V. Pitts contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in July 2020. BANA admits that when V. Pitts contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said BANA would investigate her alleged fraud claim. BANA denies that V. Pitts's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies her EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it credited V. Pitts's EDD Prepaid

Debit Card Account for $1,525.22 in August 2020, and avers that it credited V. Pitts's EDD Prepaid Debit Card Account for $1,635.40 in August 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 460, and therefore denies them.

461. [Removed]

462. BANA admits that Pomeroy began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $1,600 took place on Pomeroy's EDD Prepaid Debit Card Account in June 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in June 2020 were unauthorized. BANA admits that when Pomeroy contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated Pomeroy as the caller and accessed and reviewed certain information relating to Pomeroy's EDD Prepaid Debit Card Account. BANA denies that, in response to Pomeroy's alleged unauthorized transaction claim, BANA "refused to provide" Pomeroy with information, documentation, and credit. BANA denies that it never credited Pomeroy's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Pomeroy's alleged unauthorized transaction claim. BANA denies that every time Pomeroy contacted BANA, a BANA prepaid debit card call center representative "would either tell her to talk to EDD or would abruptly end the call without giving her any information, must less documents or credit." BANA admits that Pomeroy's EDD Prepaid Debit Card Account was frozen in August 2020. BANA denies that Pomeroy's EDD Prepaid Debit Card Account was unfrozen in December 2020, but avers that Pomeroy's EDD Prepaid Debit Card Account was unfrozen in October 2020. BANA admits that Pomeroy contacted BANA to inquire

about the status of her EDD Prepaid Debit Card Account in August 2020. BANA lacks information and knowledge sufficient to admit or deny allegations regarding unspecified calls, and therefore denies them. BANA denies that it never provided Pomeroy any additional or information regarding the alleged freeze on her Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 462, and therefore denies them.

463. [Removed]

464. [Removed]

465. BANA denies that Quesada began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in November 2020. BANA admits that transactions totaling at least $600 took place on Quesada's EDD Prepaid Debit Card Account in December 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA admits that Quesada contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in December 2020. BANA admits that when Quesada contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said BANA would issue her a replacement Card, but denies that the BANA prepaid debit card call center representative said BANA would "freeze" Quesada's EDD Prepaid Debit Card Account and denies that the BANA prepaid debit card call center representative said the papers were required for BANA to consider her alleged unauthorized transaction claim. BANA admits that Quesada's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Quesada's EDD Prepaid Debit Card Account was unfrozen in May 2021, but avers that Quesada's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until May 3, 2021. BANA admits that it credited Quesada's EDD Prepaid Debit Card Account for $600

in May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 465, and therefore denies them.

466. [Removed]

467. BANA denies that Raiff began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA denies that Raiff's EDD Prepaid Debit Card Account was frozen or blocked from December 2020 until February 2021, and therefore denies that a freeze or block prevented Raiff from accessing her EDD Prepaid Debit Card Account from December 2020 until February 2021. BANA denies that Raiff contacted BANA in December 2020 or January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Raiff contacted BANA to inquire about a freeze or block placed on her EDD Prepaid Debit Card Account or to request additional information regarding an alleged freeze or block in February 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits that a Raiff did not receive information over the telephone or any additional information as to why a freeze or block was placed on Raiff's EDD Prepaid Debit Card Account in February 2021 because there was not a freeze or block on Raiff's EDD Prepaid Debit Card Account for Raiff to contact BANA in regards to in February 2021. BANA denies that Raiff contacted BANA to report a problem with her EDD Prepaid Debit Card Account, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that it credited Raiff's EDD Prepaid Debit Card Account for $3,000 in February 2021. BANA denies that Raiff contacted BANA to inquire about an "incorrect" credit amount on her EDD Prepaid Debit Card Account in and to inform BANA that "she was missing at least an additional $3,000" in February 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her

in response. BANA denies that it never credited Raiff's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 467, and therefore denies them.

468. [Removed]

469. [Removed]

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

471. BANA admits that Ritchey began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in December 2020. BANA admits that transactions totaling at least $8,000 took place on Ritchey's EDD Prepaid Debit Card Account in January 2021, but denies that these transactions on her EDD Prepaid Debit Card Account in January 2021 were unauthorized. BANA admits that Ritchey logged into her online EDD Prepaid Debit Card Account in January 2021. BANA admits that Ritchey contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in January 2021. BANA admits that when Ritchey contacted BANA to report the allegedly unauthorized transactions on her

EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said BANA would issue her a replacement Card. BANA denies that when Ritchey contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said BANA would send her paperwork to fill out that would "fix her issue." BANA denies that it never issued Ritchey a replacement Card. BANA admits that Ritchey's EDD Prepaid Debit Card Account was unfrozen in January 2021. BANA denies that it deactivated Ritchey's EDD Prepaid Debit Card Account in February 2021. BANA denies that Ritchey's EDD Prepaid Debit Card Account has not been unfrozen since January 2021, and avers that Ritchey's EDD Prepaid Debit Card Account was unfrozen on March 18, 2021 and then blocked until July 21, 2021. BANA admits that it has not credited Ritchey's EDD Prepaid Debit Card Account since January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 471, and therefore denies them.

472. [Removed]

473. BANA denies that Roa began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that Roa's EDD Prepaid Debit Card Account was frozen or blocked in January 2021, and therefore denies that a freeze or block prevented Roa from accessing his EDD Prepaid Debit Card Account in January 2021. BANA denies that Roa contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that there was a freeze or block on Roa's account in January 2021, and therefore BANA admits that Roa did not receive information over the telephone or any additional information as to why a freeze or block was placed on Roa's EDD Prepaid Debit Card Account in January 2021. BANA denies that Roa contacted BANA "almost every day" to inquire about

the status of his EDD Prepaid Debit Card Account from January 2021 to April 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response, and denies that BANA refused to provide or failed to respond to any alleged request for information or documentation. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 473, and therefore denies them.

474. BANA denies that Robinson began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that any transactions took place on Robinson's EDD Prepaid Debit Card Account in the 60 days prior to March 2020, and denies that any alleged unauthorized transactions occurred on Robinson's EDD Prepaid Debit Card Account. BANA denies that Robinson contacted BANA to report unauthorized transactions on her EDD Prepaid Debit Card Account in March 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Robinson ever filed an alleged unauthorized transaction or error claim with BANA concerning any alleged fraudulent activity on her EDD Prepaid Debit Card Account. BANA admits that it never credited Robinson's account based on or provided information concerning its investigation of an alleged unauthorized transaction claim because Robinson never contacted BANA regarding or filed an alleged unauthorized transaction or error claim. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 474, and therefore denies them.

475. [Removed]

476. [Removed]

477. BANA denies that Rodriguez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in May 2020. BANA denies that any transactions took place on Rodriguez's EDD Prepaid Debit Card

Account in January 2021, and denies that Rodriguez experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that Rodriguez contacted BANA in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA denies that Rodriguez's EDD Prepaid Debit Card Account was frozen in January 2021. BANA denies that Rodriguez's EDD Prepaid Debit Card Account was unfrozen in April 2021. The allegations regarding the legality of the alleged freezes on Rodriguez's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA admits that it temporarily credited Rodriguez's EDD Prepaid Debit Card Account for $800 in April 2021 and then reversed that temporary credit on May 17, 2021.. BANA denies that Rodriguez ever had a balance of negative $797.13, but avers that Rodriguez had a balance of negative $800. BANA admits that it credited Rodriguez's EDD Prepaid Debit Card Account for $2.85 in June 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 477, and therefore denies them.

478. BANA admits that Rojas de Charolet received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA admits that it issued Rojas de Charolet an EDD Prepaid Debit Card with a magnetic stripe in accordance with the terms of BANA's contract with EDD to access her EDD unemployment benefits. BANA admits that an ATM withdrawal for $700 took place on Rojas de Charolet's EDD Prepaid Debit Card Account on May 21, 2020. BANA admits that an ATM withdrawal for $983 at a Wells Fargo ATM took place on Rojas de Charolet's EDD Prepaid Debit Card Account on May 30, 2020, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account on May 30, 2020 was unauthorized. BANA admits that an ATM withdrawal for $1,000 at a BANA ATM took place on Rojas de Charolet's EDD Prepaid Debit Card Account on May 31,

2020, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account on May 31, 2020 was unauthorized. BANA admits that an ATM withdrawal for $1,000 at a BANA ATM took place on Rojas de Charolet's EDD Prepaid Debit Card Account on June 1, 2020, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account on June 1, 2020 was unauthorized. BANA admits that an ATM withdrawal for $483 at a Citibank ATM took place on Rojas de Charolet's EDD Prepaid Debit Card Account on June 2, 2020, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account on June 2, 2020 was unauthorized. BANA admits that an ATM withdrawal for $500 took place on Rojas de Charolet's EDD Prepaid Debit Card Account on June 2, 2020. BANA denies that Rojas de Charolet contacted BANA to report alleged identity theft on her EDD Prepaid Debit Card Account on June 2, 2020, but avers that Rojas de Charolet contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account on June 2, 2020. BANA denies that when Rojas de Charolet contacted BANA to report the alleged identity theft on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative "acknowledged that high numbers of theft were being reported" and that she "needed to call another number to process her ID theft claim." BANA denies that Rojas de Charolet contacted BANA to report the alleged fraud on her EDD Prepaid Debit Card Account on any day other than June 2, 2020, and therefore denies any allegations about the substance of any alleged calls taking place after June 2, 2020 and about any actions BANA took during those calls, but admits that Rojas de Charolet's EDD Prepaid Debit Card Account was suspended based on her request on June 2, 2020. BANA denies that BANA ever received a completed FTC fraud affidavit from Rojas de Charolet. BANA denies that Rojas de Charolet had money stolen from her EDD Prepaid Debit Card Account, but admits that BANA has not credited her for the transactions referenced in Paragraph 478. BANA denies that BANA received a letter from Rojas de Charolet dated on or about

September 24, 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 478, and therefore denies them.

479. BANA denies that Rodriguez Romo began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2021. BANA admits that transactions totaling at least $1,000 took place on Rodriguez Romo's EDD Prepaid Debit Card Account in March 2021, but denies that these transactions on his EDD Prepaid Debit Card Account in March 2021 were unauthorized. BANA admits that Rodriguez Romo contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in March 2021. BANA denies that when Rodriguez Romo contacted BANA to report the allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative said they were "unable to help him" and that he "need to contact EDD to resolve his issue." BANA denies that Rodriguez Romo's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it credited Rodriguez Romo's EDD Prepaid Debit Card Account for $1,003 in April 2021, but avers that it credited Rodriguez Romo's EDD Prepaid Debit Card Account for $1,000 in April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 479, and therefore denies them.

480. BANA denies that Royston began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $1,400 took place on Royston's EDD Prepaid Debit Card Account in September 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in September 2020 were unauthorized. BANA denies that Royston contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in September 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response.

BANA denies that Royston's EDD Prepaid Debit Card Account was frozen in October 2020, but avers that Royston's EDD Prepaid Debit Card Account was frozen on September 29, 2020. BANA denies that Royston's EDD Prepaid Debit Card Account was not unfrozen after the September 29, 2020 freeze. BANA denies that it credited Royston's EDD Prepaid Debit Card Account for approximately $1,400 in September 2020, and therefore also denies that it ever reversed the alleged September 2020 credit. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 480, and therefore denies them.

481. BANA denies that Salaz began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that transactions totaling at least $11,000 took place on Salaz's EDD Prepaid Debit Card Account in the 60 days prior to August 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in the 60 days prior to August 2020 were unauthorized. BANA denies that Salaz contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in August 2020, but avers that Salaz contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in July 2020. BANA admits that when Salaz contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated Salaz as the caller and accessed and reviewed certain information relating to Salaz's EDD Prepaid Debit Card Account. BANA denies that, in response to Salaz's alleged unauthorized transaction claim, BANA "refused" to provide Salaz with information or documentation. BANA denies that it never credited Salaz's EDD Prepaid Debit Card Account. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Salaz's alleged unauthorized transaction claim. BANA admits that Salaz's EDD Prepaid Debit Card Account was frozen in September. BANA admits that Salaz contacted

BANA to inquire about the status of her EDD Prepaid Debit Card Account in September 2020. BANA denies that, in response, a BANA prepaid debit card call center representative failed to provide information over the telephone, and denies that BANA has never provided any additional information as to why a freeze was placed on Salaz's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 481, and therefore denies them.

482. BANA denies that Salazar began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that transactions totaling at least $4,000 took place on Salazar's EDD Prepaid Debit Card Account in December 2020, and denies that Salazar experienced fraud or unauthorized transactions on his EDD Prepaid Debit Card Account. BANA denies that Salazar contacted BANA or reported alleged fraud in December 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that Salazar's EDD Prepaid Debit Card Account was frozen in December 2020, and therefore denies that Salazar's EDD Prepaid Debit Card Account has not been unfrozen since December 2020. BANA denies that it credited Salazar's EDD Prepaid Debit Card Account for $5,000 in April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 482, and therefore denies them.

483. BANA denies that Saldate began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA denies that Saldate's EDD Prepaid Debit Card Account was frozen or blocked in November 2020, and therefore denies that a freeze or block prevented Saldate from accessing his EDD Prepaid Debit Card Account in November 2020. BANA denies that Saldate contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in November 2020, and therefore denies the allegations about what a

BANA prepaid debit card call center representative told him in response. BANA denies that there was a freeze or block on his EDD Prepaid Debit Card Account in November 2020, therefore BANA admits that Saldate did not receive information over the telephone or any additional information as to why a freeze or block was placed on Saldate's EDD Prepaid Debit Card Account in November 2020. BANA denies that Saldate contacted BANA "more than 30 times" to inquire about the status of his EDD Prepaid Debit Card Account, and denies that he was forced to be on hold for approximately 1-2 hours at a time. BANA denies that any freeze or block was ever placed on Saldate's EDD Prepaid Debit Card Account, and therefore BANA did not provide him with information or documentation concerning any alleged freeze or block because there was none. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 483, and therefore denies 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 Schimdt'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]

487. [Removed]

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

489. [Removed]

490. BANA denies that Sims began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2020. BANA admits that transactions totaling at least $2,000 took place on Sims's EDD Prepaid Debit Card Account between August and September 2020, but denies that these transactions on his EDD Prepaid Debit Card Account between August and September 2020 were unauthorized. BANA admits that Sims contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in September 2020. BANA denies that, in response to Sim's alleged unauthorized transaction claim, BANA prepaid debit card call center representatives "refused" to give him an answer and "more often than not" dropped his calls. BANA denies Sims's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it has not credited Sims's EDD Prepaid Debit Card Account since September 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 490, and therefore denies them.

491. [Removed]

492. [Removed]

493. [Removed]

494. [Removed]

495. [Removed]

496. BANA denies that Stidham began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions totaling at least $19,000 took place on Stidham's EDD Prepaid Debit Card Account in October 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in October 2020 were unauthorized. BANA denies that Stidham contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in October 2020, but avers that Stidham contacted BANA to

report alleged fraud on her EDD Prepaid Debit Card Account in September 2020. BANA denies that, in response to Stidham's alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told her to "resolve her issue with EDD." BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 496, and therefore denies them.

497. BANA denies that Talia began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in June 2020. BANA admits that Talia's EDD Prepaid Debit Card Account had a balance of approximately $11,000 in August 2020. BANA admits that Talia's EDD Prepaid Debit Card Account was frozen in September 2020 at the instruction of the EDD, but denies that Talia's EDD Prepaid Debit Card Account was frozen without explanation or notice. BANA denies that Talia contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in September 2020, but avers that he contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in October 2020. BANA denies that, in response to Talia's inquiry, a BANA prepaid debit card call center representative failed to provide information over the telephone or any additional information as to why a freeze was placed on Talia's EDD Prepaid Debit Card Account. BANA denies that Talia contacted BANA "hundreds of times" requesting information about the freeze on his EDD Prepaid Debit Card Account. BANA denies that, in response to Talia's inquiry, BANA prepaid debit card call center representatives only responses were for him to "call EDD." BANA denies that it has not unfrozen his EDD Prepaid Debit Card Account since April 2021. BANA admits that it has not credited Talia's EDD Prepaid Debit Card Account for an alleged unauthorized transaction claim or related fees because such a claim was never made, but denies that Talia's EDD Prepaid Debit Card Account has not received credits or deposits since April 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 497, and therefore denies them.

498. BANA denies that Tamayo began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in December 2019. BANA admits that transactions totaling at least $160 took place on Tamayo's EDD Prepaid Debit Card Account in December 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA admits that Tamayo contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in December 2020. BANA denies that, in response to his alleged unauthorized transaction claim, BANA prepaid debit card call center representatives would transfer him between departments and eventually dropped his call. BANA admits that Tamayo's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that Tamayo's EDD Prepaid Debit Card Account was unfrozen in January 2021, but avers that Tamayo's EDD Prepaid Debit Card Account was unfrozen in March 2021 and then blocked until April 5, 2021. BANA denies that it credited Tamayo's EDD Prepaid Debit Card Account for $1,800 in January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 498, and therefore denies them.

499. BANA admits that M. Taylor began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in February 2021. BANA admits that an ATM withdrawal for $1,000 took place on M. Taylor's EDD Prepaid Debit Card Account in February 2021, but denies that this ATM withdrawal on her EDD Prepaid Debit Card Account in February 2021 was unauthorized. BANA admits that M. Taylor contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in February 2021. BANA denies that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told her to "resolve her issue with EDD." BANA admits that M. Taylor's EDD Prepaid Debit Card Account was frozen in February 2021. The allegations regarding the legality of the alleged freezes on M. Taylor's EDD Prepaid Debit Account state

legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that M. Taylor's EDD Prepaid Debit Card Account was unfrozen in May 2021, but avers that M. Taylor's EDD Prepaid Debit Card Account was unfrozen in April 2021. BANA admits that it credited M. Taylor's EDD Prepaid Debit Card Account for $1,000 in June 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 499, and therefore denies them.

500. BANA denies that T. Taylor began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in August 2020. BANA admits that transactions totaling at least $500 took place on T. Taylor's EDD Prepaid Debit Card Account in December 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in December 2020 were unauthorized. BANA admits that T. Taylor contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account in December 2020. BANA denies that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told her to "contact EDD to resolve her issue." BANA admits that T. Taylor's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that it unfroze T. Taylor's EDD Prepaid Debit Card Account in May 2021, but avers that her EDD Prepaid Debit Card Account was unfrozen in February 2021. BANA denies that it has not credited T. Taylor's EDD Prepaid Debit Card Account since December 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 500, and therefore denies them.

501. BANA denies that Tonna began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that transactions totaling approximately $25,000 took place on Tonna's EDD Prepaid Debit Card Account between March and October 2020. BANA denies that Tonna contacted BANA to report alleged 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 admits that Tonna's EDD Prepaid Debit Card Account was frozen in December 2020. The allegations regarding the legality of the alleged freeze on Tonna's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it unfroze Tonna's EDD Prepaid Debit Card Account in April 2021, but avers that it unfroze his EDD Prepaid Debit Card Account in March 2021. BANA denies that is has not credited Tonna's EDD Prepaid Debit Card Account since October 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 501, and therefore denies them.

502. BANA admits that Trammel began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions totaling approximately $825 took place on Trammel's EDD Prepaid Debit Card Account in March 2021, but denies that these transactions on her EDD Prepaid Debit Card Account in March 2021 were unauthorized. BANA admits that Trammel contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account on March 8, 2021. BANA denies that, in response to her alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told her to "call back in a few days to apply for provisional credit." BANA admits that Trammel's EDD Prepaid Debit Card Account was frozen in March 2021 and avers that it was unfrozen that same month. BANA denies that it unfroze Trammel's EDD Prepaid Debit Card Account in May 2021 because her EDD Prepaid Account was not frozen in May 2021. BANA admits that it credited Trammel's EDD Prepaid Debit Card Account in May 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 502, and therefore denies them.

503. [Removed]

504. [Removed]

505. BANA admits that Turner began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2021. BANA denies that Turner's EDD Prepaid Debit Card Account was frozen or blocked in March 2021, and therefore denies that a freeze or block prevented Turner from accessing his EDD Prepaid Debit Card Account in March 2021. BANA denies that Turner contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in March 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that Turner did not receive information over the telephone or any additional information as to why a freeze or block was placed on Turner's EDD Prepaid Debit Card Account in March 2021 because there was not a freeze or block on Turner's EDD Prepaid Debit Card Account in March 2021 for Turner to contact BANA regarding. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 505, and therefore denies them.

506. BANA admits that Valadez received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA admits that transactions took place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to August 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in the 60 days prior to August 2020 were unauthorized. BANA denies that Valadez contacted BANA in August 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits that it never credited Valadez's EDD Prepaid Debit Card Account for the alleged transactions that took place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to August 2020, but avers that Valadez did not contact BANA to report those allegedly unauthorized transactions. BANA admits that

Valadez did not receive any additional notification, in writing or otherwise, as to how it reached its conclusion after conducting a reasonable investigation or what documents it relied upon because Valadez did not contact BANA to make an alleged unauthorized transaction claim in August 2020. BANA admits that transactions took place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to November 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in the 60 days prior to November 2020 were unauthorized. BANA denies that Valadez contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in November 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits that it never credited Valadez's EDD Prepaid Debit Card Account for the transactions that took place on Valadez's EDD Prepaid Debit Card Account in the 60 days prior to November 2020, but avers that Valadez did not contact BANA to report those allegedly unauthorized transactions. BANA admits Valadez did not receive any additional notification, in writing or otherwise, as to how it reached its conclusion after conducting a reasonable investigation or what documents it relied upon because Valadez did not contact BANA to make an alleged unauthorized transaction claim in November 2020. BANA denies that there was a freeze or block on Valadez's EDD Prepaid Debit Card Account in January 2021, and therefore denies that a freeze or block prevented Valadez from accessing her EDD Prepaid Debit Card Account in January 2021. BANA denies that Valadez contacted BANA to inquire about the status of her EDD Prepaid Debit Card Account in January 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits that Valadez did not receive information over the telephone or any additional information as to why a freeze or block was placed on Valadez's EDD Prepaid Debit Card Account in January 2021 because there was not a freeze or block on Valadez's EDD Prepaid Debit Card

Account in January 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 506, and therefore denies them.

507. BANA denies that Valenzuela began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in October 2020. BANA admits that transactions took place on Valenzuela'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 Valenzuela contacted BANA to report alleged 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 Valenzuela's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA admits that is has not temporarily credited Valenzuela's EDD Prepaid Debit Card Account since October 2020, but avers that Valenzuela did not contact BANA to report the fraud alleged in Paragraph 507. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 507, and therefore denies them.

508. BANA denies that Vasquez began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions for at least $886 took place on Vasquez's EDD Prepaid Debit Card Account in late November or early December 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in late November or early December 2020 were unauthorized. BANA admits that Vasquez contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in December 2020. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Vasquez that they would "freeze" his EDD Prepaid Debit Card Account and that he needed to go into a branch to "verify his identification" to "call back in a few days to apply for provisional

credit." BANA denies that Vasquez's EDD Prepaid Debit Card Account was frozen in December 2020. BANA denies that it unfroze Vasquez's EDD Prepaid Debit Card Account in January 2021. BANA denies that it credited Vasquez's EDD Prepaid Debit Card Account for $357 in January 2021, but avers that it credited Vasquez's EDD Prepaid Debit Card Account for $311.65 on December 16, 2020. BANA admits that the EDD stopped instructing BANA to deposit EDD unemployment benefits into Vasquez's EDD Prepaid Debit Card Account, and avers that Vasquez's was disqualified from EDD unemployment benefits by the EDD, which caused BANA to freeze Vasquez's EDD Prepaid Debit Card Account on May 26, 2022 based on information from EDD that Vasquez was not eligible for the benefits deposited into his EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 508, and therefore denies them.

509. BANA admits that Verdun received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in 2020. BANA denies that Verdun contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account on June 6, 2020, but avers that Verdun contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account on June 7, 2020. BANA denies that, in response to his alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told Verdun that $4,100 was "missing" from his EDD Prepaid Debit Card Account. BANA admits that Verdun's EDD Prepaid Debit Card Account call notes reflect that a caller contacted BANA, identified and authenticated themselves as Verdun, and requested a transfer of funds from Verdun's EDD Prepaid Debit Card Account prior to Verdun's June 7, 2020 call. BANA admits that, on the June 7, 2020 call, Verdun informed the BANA prepaid debit card call center representative that he did not request the funds transfer referenced in Paragraph 509. BANA admits that on the same day as the fund transfer request, a caller contacted

BANA regarding Verdun's EDD Prepaid Debit Card Account but was unable to provide certain information about the EDD Prepaid Debit Card Account in order to authenticate. BANA admits the caller who successfully requested the funds transfer was able to authenticate prior to making the request. BANA denies that, on the June 7, 2020 call, a BANA prepaid debit card call center representative told Verdun that they "would only freeze the account" and that they could not "process any type of fraud claim." BANA admits that, on a June 7, 2020 call, a BANA prepaid debit card call center representative told Verdun to contact the prepaid debit card claims department to file an alleged unauthorized transaction claim. BANA admits that Verdun contacted BANA multiple times on June 8, 2020, and that during one of those calls, Verdun reported to a BANA prepaid debit card call center representative that he was on hold for hours. BANA denies that all BANA would do was "close his Account and open a new one." BANA admits that on June 8, 2020, a prepaid call center representative assisted Verdun by ordering a replacement card and told him that he needed to contact the prepaid debit card claims department to file an unauthorized transaction claim. BANA admits it has not otherwise contacted Verdun about the alleged fraud or requested any additional information on the alleged fraud because Verdun did not file an alleged unauthorized transaction claim in June 2020. BANA denies that BANA ever received from Verdun a police report or a completed FTC fraud affidavit. BANA admits that it has not credited Verdun's EDD Prepaid Debit Card Account in relation to the alleged unauthorized transactions referenced in Paragraph 509. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 509, and therefore denies them.

510. [Removed]

511. BANA denies that Viramontes began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that transactions took place totaling at least $2,900 on Viramontes's EDD

Prepaid Debit Card Account in May and September 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in May and September 2020 were unauthorized. BANA admits that Viramontes contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in May 2020. BANA denies that, in response to Viramontes's alleged unauthorized transaction claim, a BANA prepaid debit card call center representative told him that BANA "experienced technical issues" regarding his EDD Prepaid Debit Card Account. BANA denies that Viramontes's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card Account was ever unfrozen. BANA denies that it credited Viramontes's EDD Prepaid Debit Card Account for $2,300 in February 2021, but avers that it credited Viramontes's EDD Prepaid Debit Card Account for $1,860 in February 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 511, and therefore denies them.

512. BANA denies that Walker began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in November 2020. BANA denies that Walker received EDD unemployment benefits for $1,080 every two weeks. BANA denies that Walker's EDD Prepaid Debit Card Account was frozen or blocked in January 2021, but avers that Walker's EDD Prepaid Debit Card Account was frozen in December 2020. BANA admits that Walker contacted BANA to inquire about the status of his EDD Prepaid Debit Card Account in December 2020. BANA denies that a BANA prepaid debit card call center representative failed to provide information over the telephone or any additional information as to why a freeze was placed on Walker's EDD Prepaid Debit Card Account. BANA denies that it unfroze Walker's EDD Prepaid Debit Card Account in April 2021, but avers that it unfroze Walker's EDD Prepaid Debit Card Account in March 2021. BANA denies that BANA never provided Walker with a notice regarding the freeze or other additional information as to why a freeze was placed on her EDD Prepaid Debit Card

Account. BANA admits that transactions took place totaling at least $9,736 on Walker's EDD Prepaid Debit Card Account in the 60 days prior to May 2021, but denies that these transactions on his EDD Prepaid Debit Card Account in the 60 days prior to May 2021 were unauthorized. BANA admits that Walker contacted BANA to report alleged fraud on his EDD Prepaid Debit Card Account in May 2021. BANA denies that, in response to Walker's alleged unauthorized transaction claim, BANA "refused to provide" Walker with information and documentation. BANA denies that it did not credit Walker's EDD Prepaid Debit Card Account in relation to this alleged unauthorized transaction claim. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Walker's alleged unauthorized transaction claim. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 512, and therefore denies them.

513. [Removed]

514. [Removed]

515. BANA denies that Wilds began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA admits that a transaction totaling $200 took place on Wilds's EDD Prepaid Debit Card Account on March 9, 2021, but denies that this transaction on her EDD Prepaid Debit Card Account on March 9, 2021 unauthorized. BANA denies that Wilds contacted BANA to report alleged fraud on her EDD Prepaid Debit Card Account on March 11, 2021, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA admits that Wilds's EDD Prepaid Debit Card Account was frozen in March 2021. The allegations regarding the legality of the alleged freeze on Wilds's EDD Prepaid Debit Account state legal conclusions to which no response is required. To the extent a response is required, BANA denies them. BANA denies that it unfroze Wilds's EDD Prepaid Debit Card

Account on April 15, 2021, but avers that it unfroze Wilds's EDD Prepaid Debit Card Account on March 29, 2021. BANA admits that it credited Wilds's EDD Prepaid Debit Card Account for $200 on April 27, 2021. BANA denies that Wilds's EDD Prepaid Debit Card Account was frozen on May 25, 2021. BANA denies that it unfroze Wilds's EDD Prepaid Debit Card Account on May 31, 2021. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 515, and therefore denies them.

516. [Removed]

517. [Removed]

518. BANA admits that T. Williams received EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card. BANA admits that transactions took place on T. Williams's EDD Prepaid Debit Card Account in the 60 days prior to July 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in the 60 days prior to July 2020 were unauthorized. BANA admits that T. Williams contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account in July 2020. BANA admits that when T. Williams contacted BANA to report the allegedly unauthorized transactions on her EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated T. Williams as the caller and accessed and reviewed certain information relating to T. Williams's EDD Prepaid Debit Card Account. BANA denies that it never credited T. Williams's EDD Prepaid Debit Card Account in relation to this alleged unauthorized transaction claim. BANA denies that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating T. Williams's alleged unauthorized transaction claim. BANA admits that transactions continued to take place on T. Williams's EDD Prepaid Debit Card Account after July 2020, but denies that these transactions on her EDD Prepaid Debit Card Account after to July 2020 were unauthorized. BANA

admits that T. Williams's EDD Prepaid Debit Card Account had a balance of $0 between July 2020 and August 2023. BANA denies that T. Williams contacted BANA to report allegedly unauthorized transactions on her EDD Prepaid Debit Card Account after July 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told her in response. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 518, and therefore denies them.

519. BANA admits that W. Williams began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA admits that transactions totaling at least $10,000 took place on W. Williams's EDD Prepaid Debit Card Account in July and August 2020, but denies that these transactions on her EDD Prepaid Debit Card Account in July and August 2020 were unauthorized. BANA denies that W. Williams contacted BANA in August 2020 and reported fraud on his EDD Prepaid Debit Card Account, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA denies that W. Williams's EDD Prepaid Debit Card Account was ever frozen, and therefore also denies his EDD Prepaid Debit Card was ever unfrozen. BANA denies that it has not credited W. Williams's EDD Prepaid Debit Card Account since August 2020. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 519, and therefore denies them.

520. [Removed]

521. [Removed]

522. [Removed]

523. BANA admits that Wood began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in April 2020. BANA denies that there was a freeze or block on Wood's EDD Prepaid Debit Card Account in

December 2020, and therefore denies that a freeze or block prevented Wood from accessing his EDD Prepaid Debit Card Account in December 2020. BANA denies that Wood contacted BANA in December 2020, and therefore denies the allegations about what a BANA prepaid debit card call center representative told him in response. BANA admits that Wood did not receive information over the telephone or any additional information as to why a freeze or block was placed on Wood's EDD Prepaid Debit Card Account because Wood's EDD Prepaid Debit Card Account was never blocked or frozen. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 523, and therefore denies them.

524. BANA admits that Yeats began receiving EDD unemployment benefits through a BANA-issued EDD Prepaid Debit Card in March 2020. BANA denies that Yeats received EDD unemployment benefits for $1,060 every two weeks. BANA admits that three ATM withdrawals totaling approximately $2,780 took place on Yeats's EDD Prepaid Debit Card Account in the 60 days prior to December 2020, but denies that these transactions on his EDD Prepaid Debit Card Account in the 60 days prior to December 2020 were unauthorized. BANA admits that Yeats contacted BANA to report allegedly unauthorized transactions on his EDD Prepaid Debit Card Account in December 2020. BANA admits that when Yeats contacted BANA to report the allegedly unauthorized transactions on his EDD Prepaid Debit Card Account, a BANA prepaid debit card call center representative authenticated Yeats as the caller and accessed and reviewed certain information relating to Yeats's EDD Prepaid Debit Card Account. BANA denies that, in response to Yeats's alleged unauthorized transaction claim, it did not send him relevant information and documentation. BANA denies that it "refused" to credit Yeats's EDD Prepaid Debit Card Account in relation to this allegedly unauthorized transaction. BANA denies that it never credited Yeats's EDD Prepaid Debit Card Account in relation to the alleged unauthorized transaction claim referenced in Paragraph 524. BANA denies

that it failed to provide any additional notification, in writing or otherwise, as to how it reached its conclusion in investigating Yeats's alleged unauthorized transaction claim. BANA denies that it never credited Yeats's EDD Prepaid Debit Card Account. BANA lacks knowledge and information sufficient to admit or deny the remaining allegations in Paragraph 524, and therefore denies them.

525. [Removed]

526. [Removed]

V. CLASS ACTION ALLEGATIONS

527. Paragraph 527 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 bring causes of action on behalf of a class. BANA denies that class treatment is appropriate in this action, denies any liability with respect to the alleged putative classes, and denies that the alleged putative classes are ascertainable or entitled to damages or any other relief.

528. Paragraph 528 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 bring causes of action on behalf of Subclasses. BANA denies that class treatment is appropriate in this action, denies any liability with respect to the alleged putative subclasses, and denies that the alleged putative subclasses are ascertainable or entitled to damages or any other relief.

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

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

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

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

VI. CLAIMS FOR RELIEF

FIRST CLAIM FOR RELIEF

VIOLATIONS OF THE ELECTRONIC FUND TRANSFERS ACT ("EFTA")

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

(Brought by All Plaintiffs)

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

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

535. Paragraph 535 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 535 asserts a cause of action by those Plaintiffs whose Count I causes of action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 535.

536. Paragraph 536 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that

Paragraph 536 asserts a cause of action by those Plaintiffs whose Count I causes of action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 536.

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

538. Paragraph 538 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 538 asserts a cause of action by those Plaintiffs whose Count I causes of action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 538.

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

540. Paragraph 540 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 540 asserts a cause of action by those Plaintiffs whose Count I causes of action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 540.

541. Paragraph 541 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 541 asserts a cause of action by those Plaintiffs whose Count I causes of

action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 541.

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

543. Paragraph 543 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 543 asserts a cause of action by those Plaintiffs whose Count I causes of action were dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 543.

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

545. Paragraph 545 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 545 asserts a cause of action by those Plaintiffs whose Count I causes of action were

dismissed by the Court in its May 25, 2023 Order, *see generally* ECF No. 126, BANA denies the allegations set forth in Paragraph 545.

SECOND CLAIM FOR RELIEF

VIOLATIONS OF THE CALIFORNIA CONSUMER PRIVACY ACT ("CCPA")

Cal. Civ. Code §§ 1798.100 et seq.

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

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

547. Paragraph 547 states legal conclusions to which no response is required. To the extent a response is required, BANA admits only that Plaintiffs purport to bring a cause of action pursuant to CCPA. BANA denies any liability thereunder. To the extent that Paragraph 547 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 547 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.

548. Paragraph 548 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 548 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 548 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.

549. Paragraph 549 states legal conclusions to which no response is required. To the extent a response is required, BANA admits that it is a "business" as defined by the CCPA. To the extent that Paragraph 549 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 547 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. To the extent a response is required to the remaining allegations in Paragraph 549, BANA denies them.

550. Paragraph 550 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 550 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 550 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.

551. Paragraph 551 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 551 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 551 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.

552. Paragraph 552 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 552 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 552 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.

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

554. Paragraph 554 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 554 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 554 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.

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 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.

559. To the extent that Paragraph 559 asserts a cause of action based on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal information in adequately secure manner, BANA denies the allegations set forth in Paragraph 559 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.

560. To the extent that Paragraph 560 asserts a cause of action based on allegations that BANA failed to collect, transmit, and/or store Plaintiffs' personal information in adequately secure manner, BANA denies the allegations set forth in Paragraph 560 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.

561. Paragraph 561 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 561 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 561 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.

THIRD CLAIM FOR RELIEF

VIOLATIONS OF THE CALIFORNIA CUSTOMER RECORDS ACT

Cal. Civ. Code §§1798.80 et seq.

562. [Removed]

563. [Removed]

564. [Removed]

565. [Removed]

566. [Removed]

567. [Removed]

568. [Removed]

569. [Removed]

570. [Removed]

571. [Removed]

572. [Removed]

573. [Removed]

574. [Removed]

FOURTH CLAIM FOR RELIEF

VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW

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

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

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

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

577. Paragraph 577 states legal conclusions to which no response is required. To the extent a response is required, BANA admits only that Plaintiffs purport to bring a cause of action pursuant to the UCL, EFTA and Regulation E, the CCPA, the Due Process Clauses of the U.S. and California Constitutions, and common law. BANA denies any liability thereunder. To the extent that Paragraph 577 asserts a cause of action based on BANA's alleged violations of the California Financial Information Privacy Act ("CFIPA"), BANA denies the allegations set forth in Paragraph 577 because causes of action based on the CFIPA were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See* ECF Nos. 126 at 43, 297 at 9.

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

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

580. Paragraph 580 states legal conclusions to which no response is required. To the extent a response is required, BANA admits only that it is a "financial

institution" as defined under Cal. Fin. Code §4052(c). BANA denies the remaining allegations set forth in Paragraph 580 because causes of action based on the CFIPA were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See* ECF Nos. 126 at 43, 297 at 9.

581. Paragraph 581 states legal conclusions to which no response is required. To the extent that Paragraph 581 asserts a cause of action based on BANA's alleged violations of the CFIPA and the California Customer Records Act ("CCRA"), BANA denies the allegations set forth in Paragraph 581 because those causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 297. To the extent that Paragraph 581 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 581 because allegations based on those causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.To the extent a response is required, BANA denies them.

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

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

584. Paragraph 584 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. .

FIFTH CLAIM FOR RELIEF

NEGLIGENCE AND NEGLIGENCE PER SE

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

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

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

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

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

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

590. Paragraph 590 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that

Paragraph 589 asserts a cause of action based on allegations that BANA violated the CFIPA and CCRA, BANA denies the allegations set forth in Paragraph 589 because those Count V causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

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

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

593. Paragraph 593 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 593 asserts a cause of action or purports to seek relief based on allegations that BANA violated the CFIPA and CCRA, BANA denies the allegations set forth in

Paragraph 592 because those Count V causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

SIXTH CLAIM FOR RELIEF

NEGLIGENT HIRING, SUPERVISION, AND RETENTION

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

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

595. BANA admits that it hired subcontractors, including TTEC Holdings, Inc. ("TTEC") "to provide customer service, call center operations, and other services for [BANA] and to perform various functions and services under" BANA's contract with EDD as stated in Paragraph 595. As to the allegations in Paragraph 595 regarding unnamed subcontractors and their employees and agents, and unnamed putative class members, BANA lacks information and knowledge sufficient to admit or deny them, and therefore denies them. All remaining allegations in Paragraph 595 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

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

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

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

599. BANA states that its contract with EDD referenced in Paragraph 599 speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of BANA's contract with EDD. As to the allegations in Paragraph 599 regarding unnamed agents, BANA lacks information and knowledge sufficient to admit or deny them, and therefore denies them. All remaining allegations in Paragraph 599 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

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

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

602. Paragraph 602 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.

SEVENTH CLAIM FOR RELIEF

BREACH OF CONTRACT

(Brought by Plaintiffs Stephanie Smith and Crystal Horath)

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

604. BANA admits that it entered into a contract with EDD, and that BANA managed those Cards and the related Accounts pursuant to this contract. BANA admits that EDD distributed benefits to Plaintiffs through a BANA-issued EDD Debit Card. As to the allegations in Paragraph 604 that BANA administers EDD benefits or that EDD benefits can only be received through a prepaid debit card, BANA denies them. To the extent that Paragraph 604 asserts a cause of action for breach of contract except for the Section 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns and Crystal Horath, BANA denies the allegations set forth in Paragraph 604 because those Count VI causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293. The remaining allegations in Paragraph 604 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

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

606. BANA states that the Cardholder Agreement speaks for itself and is the best evidence of its content and denies any characterization inconsistent with the text of the Cardholder Agreement. To the extent that Paragraph 606 asserts a cause of action for breach of contract except for the Section 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns and Crystal Horath, BANA denies the allegations set

forth in Paragraph 606 because those Count VI causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

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

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

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

610. Paragraph 610 states legal conclusions to which no response is required. To the extent a response is required, BANA admits only that Plaintiffs seek relief on behalf of themselves and a purported 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. BANA further denies that class treatment is appropriate insomuch as Plaintiff Stephanie Smith no longer seeks to represent a class based on her counsel's letter dated January 29, 2024. To the extent that Paragraph 610 asserts a cause of action for breach of contract except for the Section 9 and 11 theories of Plaintiffs Stephanie Smith, Beth Burns and Crystal Horath, BANA denies the allegations set forth in Paragraph 610 because those Count VI causes of action were dismissed by the Court in its May 25, 2023 and June 25, 2024 Orders. *See generally* ECF Nos. 126, 293.

EIGHTH CLAIM FOR RELIEF

BREACH OF IMPLIED CONTRACT

611. [Removed]

612. [Removed]

613. [Removed]

614. [Removed]

615. [Removed]

616. [Removed]

617. [Removed]

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 TAMCC. 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.

622. Paragraph 622 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them. To the extent that Paragraph 622 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 622 because those Count IX allegations were dismissed by the Court in its May 25, 2023 Order. *See generally* ECF No. 126.

623. BANA denies the allegations in Paragraph 158. To the extent that Paragraph 623 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 623 because those Count IX allegations were dismissed by the Court in its May 25, 2023 Order. *See generally* ECF No. 126.

624. Paragraph 624 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 624 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 624 because those Count IX allegations were dismissed by the Court in its 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 TAMCC.

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

630. BANA states that the 2015 Proposal, the Cardholder Agreement, BANA's websites, and BANA's contract with EDD referenced in Paragraph 630 speak for themselves and are the best evidence of their contents and denies any characterization inconsistent with the text of those documents and contracts. To the extent a response is required, BANA re-alleges and incorporates its responses to Paragraphs 43-44, 70-71, 73, 98, 105. All remaining allegations in Paragraph 630 state legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

631. BANA states that BANA's contract with EDD and the Cardholder Agreement referenced in Paragraph 631 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 631 states legal conclusions to which no response is required. To the extent a response is required, BANA denies them.

632. BANA states that BANA's contract with EDD and the Cardholder Agreement referenced in Paragraph 632 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 632 state legal conclusions

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

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

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

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

636. Paragraph 636 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.

ELEVENTH CLAIM FOR RELIEF

BREACH OF CONTRACT (THIRD-PARTY BENEFICIARIES)

637. [Removed]

638. [Removed]

639. [Removed]

640. [Removed]

641. [Removed]

642. [Removed]

643. [Removed]

644. [Removed]

TWELFTH CLAM FOR RELIEF

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

645. [Removed]

646. [Removed]

647. [Removed]

648. [Removed]

649. [Removed]

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 TAMCC.

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.

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

661. Paragraph 661 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.

FOURTEENTH CLAIM FOR RELIEF

VIOLATIONS OF CALIFORNIA DUE PROCESS CLAUSE

Cal. Const. art. I, § 7(a)

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

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

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

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

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

666. Paragraph 666 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.

VII. PLAINTIFF'S PRAYER FOR RELIEF

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

VIII. AFFIRMATIVE DEFENSES

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

FIRST AFFIRMATIVE DEFENSE

(Waiver, Release, Accord and Satisfaction, Judgment)

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

SECOND AFFIRMATIVE DEFENSE

(Equitable Relief)

Plaintiffs' demand for equitable relief is barred or limited because Plaintiffs have an adequate remedy at law and such relief is otherwise unnecessary, unduly 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 which Plaintiffs complain, and BANA cannot be held responsible for having caused those circumstances.

SEVENTH AFFIRMATIVE DEFENSE

(Consent and Voluntary Agreement)

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

EIGHTH AFFIRMATIVE DEFENSE

(Authorization, and Comparative or Contributory Fault)

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

TENTH AFFIRMATIVE DEFENSE[2]

(Failure, Refusal, or Neglect to Mitigate Damages)

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

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[2] In BANA's Answer to the SAMCC, BANA inadvertently misnumbered its Affirmative Defenses to omit the "Ninth" Affirmative Defense, which is intentionally omitted in this Answer to correspond with the previous numbering.

ELEVENTH AFFIRMATIVE DEFENSE

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

The Complaint, and all allegations and causes of action set forth therein, fail 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.

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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.

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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.

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TWENTY-NINETH 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.

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

THIRTY-FIFTH AFFIRMATIVE DEFENSE

(Due Process)

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

THIRTY-SIXTH AFFIRMATIVE DEFENSE

(Governing Law)

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

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THIRTY-SEVENTH AFFIRMATIVE DEFENSE

(Lack of Standing)

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

THIRTY-EIGHTH AFFIRMATIVE DEFENSE

(Cure)

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

Dated: February 7, 2025

Respectfully Submitted,

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