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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

IN RE BANK OF AMERICA CALIFORNIA UNEMPLOYMENT BENEFITS LITIGATION	Case No. 3:21-md-02992-GPC-MSB **DECLARATION OF KUANG TING CHONG IN SUPPORT OF PLAINTIFFS' MOTION FOR CLASS CERTIFICATION**
This Document Relates to All Actions	Judge: Hon. Gonzalo P. Curiel

I, KUANG TING CHONG, declare as follows:

1. I am one of the named Plaintiffs in this case. I am submitting this declaration in support of Plaintiffs' Motion for Class Certification. I have personal knowledge of the facts in this declaration. If called upon to do so, I could and would testify to these facts.

2. In June 2020, I began receiving EDD unemployment insurance benefits that were paid through a Bank of America EDD debit card ("EDD debit card") that was directly linked to a Bank of America EDD debit card account ("EDD debit card account") in my name.

3. My Bank of America EDD debit card had a magnetic stripe. There was no EMV chip in the card.

4. On July 20, 2020, when I attempted to withdraw cash from my EDD debit card account at a Bank of America (the "Bank") branch ATM in Monterey Park, CA, the ATM screen stated that I had reached the daily amount I could withdraw for the day. At that point, I realized there had been an unauthorized ATM withdrawal because I had not withdrawn any cash earlier that day. I immediately went home and checked my EDD debit card account and saw one ATM withdrawal for $1,000 from the same day that I had not authorized and did not know anything about.

5. Within minutes of discovering the unauthorized withdrawal on my EDD debit card account, I printed out the transaction record and brought the printout with me to a Bank branch location to speak with a Bank teller about the fraud on my account. The Bank teller informed me the branch could not help me and instructed me to call the Bank instead.

6. After leaving the branch location, I called the Bank's customer service to report the unauthorized ATM withdrawal and to ask the Bank to credit my EDD debit card account for the $1,000 that was stolen from me. When I reached the claims department, I spoke with a Bank representative and made an unauthorized transaction claim concerning the unauthorized $1,000 ATM withdrawal. I informed the Bank that I

did not make or authorize the $1,000 withdrawal, that it was made in Alhambra—a different city than my usual transactions—and that $1,000 was approximately double the size of my typical transactions.

7. On or around July 30, 2020, the Bank provisionally credited my account $1,000.

8. On September 2, 2020, the Bank mailed me a letter informing me that the $1,000 provisional credit was now permanent. The letter stated: "We've completed our investigation of this disputed transaction. The provisionally issued credit for $1,000.00 is now permanent."

9. On September 28, 2020, the Bank froze my account and the freeze remained in effect until October 4, 2020. The Bank did not provide me with any prior notice that it was going to freeze my account, nor did it explain why it was freezing my account.

10. The Bank sent me a letter dated October 2, 2020, stating that my claim (the one that the Bank had already previously permanently credited on or about September 2, 2020) had been closed because "we believe the account or the claim have been the subject of fraud or suspicious activity. Any temporary credit that was applied to your account related to this claim, including any related reimbursement of fees, had been or will be debited from your account and reflected in your available balance, if any."

11. On October 4, 2020, despite the Bank having sent me a notice that its $1,000 credit was permanent, the Bank rescinded the $1,000 credit, creating a negative balance in my account. While I continued receiving EDD benefits in my EDD debit card account, the Bank denied me access to these funds because the funds were applied against the negative account balance created by the Bank.

12. I repeatedly called the Bank in an effort to obtain access both to my $1000 in unemployment funds that had been stolen from my account and then rescinded by the Bank, and to my additional EDD funds that I was unable to access because it was

credited against the negative balance that the Bank itself created in my account when it rescinded the $1000.

13. Between September 28, 2020, and November 15, 2020, I called the Bank to request assistance with the rescinded claim credit to my account on at least seven separate occasions, sometimes making multiple calls, waiting on hold for hours, and being shuffled between multiple agents in one day. During this period, I estimate that I spent more than an hour on hold each time I called and nearly three hours on the phone with the Bank's representatives trying to resolve these issues. There were typically long wait times every time I called the Bank about my rescinded credit, yet the Bank did not offer me any option to receive a call back when the next agent became available. Calling the Bank's toll-free number was the only option the Bank provided me for reaching a customer service representative. I am not aware of any communication from the Bank advising me, or other EDD debit cardholders, of any other options for reaching a customer service representative, such as by email or online.

14. After I filed a class action lawsuit against the Bank in the U.S. District Court for the Central District of California in November 2020, I received a letter from the Bank dated December 10, 2020, stating that the Bank had performed an additional review of my claim and had credited me with the $1,000 that had been stolen from me the previous September. I received this credit 143 days after I submitted my unauthorized transaction claim to the Bank and 67 days after the Bank rescinded the $1,000 credit.

15. In this case, I seek to be appointed as a class representative.

16. Since becoming involved in this case, I have had many communications with my attorneys regarding discovery, case updates, case filings, and other matters. I have also searched for and produced documents and have responded to written discovery requests and verified my responses. I intend to continue working with my attorneys, and if appointed by the Court as a class representative, I intend to continue to pursue this case by, among other things, reviewing important case filings, participating in the discovery

and trial process, staying informed and participating in discussions with my attorneys regarding significant developments in the case. I am committed to working with my attorneys to obtain the best possible result for the class consistent with good faith and sound judgment.

17. I understand that if I am appointed as a class representative, I will be responsible for overseeing the prosecution of this case by my attorneys. My interests in this matter are consistent with, and not antagonistic to, the interests of the members of each of the classes that I seek to represent. I understand and will fulfill the duties of a class representative, including the duties to prosecute this case on behalf of each class as a whole, and to consider the interests of each class as a whole just as I consider my own interests.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 26, 2024, at 2024, California.

KUANG TING CHONG