

1 JAMES W. MCGARRY (admitted pro hac vice)
2 *JMcGarry@goodwinlaw.com*
3 **GOODWIN PROCTER LLP**
4 100 Northern Avenue
Boston, MA 02210
Tel.: +1 617 570 1000
Fax: +1 617 523 1231

5 YVONNE W. CHAN (admitted pro hac vice)
6 *YChan@jonesday.com*
7 **JONES DAY**
8 100 High Street
Boston, MA 02110
Tel.: +1 617 960 3939
Fax: +1 617 449 6999

9 Attorneys for Defendant
10 BANK OF AMERICA, N.A.

11 *[ADDITIONAL COUNSEL LISTED IN SIGNATURE BLOCK]*

12 **UNITED STATES DISTRICT COURT**
13 **SOUTHERN DISTRICT OF CALIFORNIA**
14 **SAN DIEGO DIVISION**

15 IN RE: BANK OF AMERICA
16 CALIFORNIA UNEMPLOYMENT
17 BENEFITS LITIGATION

Case No. 21-MD-02992-LAB-MSB

18 **MEMORANDUM OF POINTS**
19 **AND AUTHORITIES IN**
20 **SUPPORT OF DEFENDANT'S**
21 **PARTIAL MOTION TO DISMISS**
22 **THE FIRST AMENDED MASTER**
23 **CONSOLIDATED COMPLAINT**
24 **PURSUANT TO FED. R. CIV. P.**
25 **12(b)(6)**

26 Date: October 2, 2023
27 Time: 11:30 a.m. PST
28 Ctrm: 14A – 14th Floor
Judge: Hon. Larry Alan Burns

Filed/Lodged Concurrently with:
1. Notice of Motion and Partial
Motion to Dismiss
2. [Proposed] Order

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF CONTENTS

Page(s)

INTRODUCTION		1
PROCEDURAL BACKGROUND		2
ARGUMENT.....		2
I. THE DISMISSED CLAIMS THAT PLAINTIFFS FAILED TO		
AMEND SHOULD BE DISMISSED WITH PREJUDICE.....		2
II. PLAINTIFFS’ AMENDMENTS ARE INSUFFICIENT TO CURE		
THE DEFICIENCIES IDENTIFIED IN THE MTD ORDER.		5
A. THE “FREEZE ONLY” PLAINTIFFS’ AMENDMENTS		
STILL DO NOT STATE A CLAIM UNDER EFTA.		6
B. PLAINTIFF JENNIFER YICK’S AMENDMENTS DOOM		
HER CONTRACT CLAIM.		8
CONCLUSION.....		8
CERTIFICATE OF SERVICE.....		11

TABLE OF AUTHORITIES

Page(s)

Cases

<i>Beaver v. Omni Hotels Mgmt. Corp.</i> , 2021 WL 5042116 (S.D. Cal. Oct. 29, 2021).....	3
<i>Gerson Inst. v. Huntington</i> , 2011 WL 883762 (S.D. Cal. March 11, 2011).....	3
<i>Hardin v. Bank of Am., N.A.</i> , 2022 WL 3568568 (E.D. Mich. Aug. 18, 2022)	7
<i>Lazar v. City of Los Angeles</i> , 2010 WL 1583566 (9th Cir. April 21, 2010)	3
<i>Partanen v. W. U.S. Pipe Band Ass’n</i> , 2021 WL 5145246 (E.D. Cal., Nov. 4, 2021)	5
<i>Rupe v. Cate</i> , 2012 WL 259387 (E.D. Cal. Jan. 26, 2012).....	3
<i>Sanders v. Laidlaw Educ. Svcs.</i> , 2006 WL 8441688 (C.D. Cal. April 12, 2006)	3
<i>Watson v. Bank of Am., N.A.</i> , 2016 WL 6581846 (S.D. Cal. Nov. 7, 2016)	3

Statutes

15 U.S.C. § 1693f	6, 7
-------------------------	------

Other Authorities

12 C.F.R. § 1005.11	6, 7, 8
---------------------------	---------

INTRODUCTION

As the Court is aware, this multidistrict litigation involves the distribution of California state unemployment benefits through prepaid debit cards issued by Bank of America, N.A. (“BANA”) pursuant to a contract with the state agency responsible for administration of unemployment benefits, the California Employment Development Department (“EDD”). The Court previously examined Plaintiffs’ lengthy Master Consolidated Complaint (Dkt. 72) thoroughly and in detail in response to BANA’s motion to dismiss (Dkt. 84). The Court’s Order Granting in Part and Denying in Part BANA’s Motion to Dismiss the Master Consolidated Complaint (“MTD Order”) (Dkt. 126) allowed some claims and theories to proceed, dismissed some with prejudice, and dismissed others with leave to amend, giving Plaintiffs very clear explanations of the deficiencies and equally clear instructions for amendment. Nevertheless, Plaintiffs’ First Amended Master Consolidated Complaint (“FAMCC”) (Dkt. 136) continues to suffer from fatal deficiencies with respect to certain claims and theories. Those claims and theories, which do not satisfy either the requirements of Rule 12(b)(6) or the standards articulated by the Court in the MTD Order, must now be dismissed with prejudice.

BANA therefore files this partial motion to dismiss in order to address two principal defects in the FAMCC:

- *First*, with respect to certain of the claims and legal theories that were dismissed with leave to amend, Plaintiffs chose not to exercise that leave, conceding (in multiple places) that they “are unable to amend this claim at this time.” *See e.g.*, FAMCC at p. 280, n.33. Nevertheless, Plaintiffs continue to assert those claims in the FAMCC. Because Plaintiffs concede that they cannot remedy the deficiencies identified by the Court, those claims and legal theories (including claims for violations of the California Consumer Privacy Act based on BANA’s handling of Plaintiffs’ personal information, the entirety of the California Customer Records Act claim,

claims for negligence per se based on violations of the California Financial Information Privacy Act and California Customer Records Act, and nearly every Plaintiff's breach of contract claim) should now be dismissed with prejudice.

- *Second*, certain of Plaintiffs' attempts at amendment fail. Numerous individual Plaintiffs continue to fail to allege a "qualifying error" as required to state an EFTA claim. And Plaintiff Yick's amended allegation that she has been reimbursed by BANA dooms her contract claim for the reasons previously articulated by the Court. BANA asks that the Court dismiss these claims with prejudice as well.

PROCEDURAL BACKGROUND

Plaintiffs filed a number of individual and class actions against BANA in the federal district courts in California, challenging BANA's efforts to manage the unprecedented surge in unemployment fraud prompted by the COVID-19 pandemic. In June 2021, the Judicial Panel on Multidistrict Litigation consolidated the actions in this district. (Dkt. 1). The Court ordered Plaintiffs to file a Master Consolidated Complaint, which they did in August 2021. (Dkt. 72). BANA moved to dismiss the Master Consolidated Complaint (Dkt. 84), and on May 25, 2023, this Court issued the MTD Order which granted in part and denied in part BANA's motion. (Dkt. 126). With respect to the parts of BANA's motion that were granted, certain of Plaintiffs' claims were dismissed with prejudice, and certain of Plaintiffs' claims were dismissed with leave to amend. *See generally*, MTD Order. On June 13, 2023, Plaintiffs filed the FAMCC. (Dkt. 136).

ARGUMENT

I. THE DISMISSED CLAIMS THAT PLAINTIFFS FAILED TO AMEND SHOULD BE DISMISSED WITH PREJUDICE.

In the MTD Order, this Court dismissed with leave to amend certain claims entirely and certain claims with respect to some theories but not others. *See*

1 *generally*, MTD Order. On a number of these claims and theories, Plaintiffs failed
2 to exercise the leave granted by the MTD Order and conceded in the FAMCC that
3 they “are unable to amend this claim at this time.” *See e.g.*, FAMCC at p. 280, n.33.
4 Those claims and theories should now be dismissed with prejudice.¹

5 In this Circuit, it is undisputed that dismissal with prejudice is appropriate
6 when leave to amend is granted but not exercised. *See Lazar v. City of Los Angeles*,
7 2010 WL 1583566, *1 (9th Cir. April 21, 2010) (“dismissal of the complaint with
8 prejudice” appropriate where plaintiff “failed to amend the complaint after obtaining
9 leave to do so”); *Gerson Inst. v. Huntington*, 2011 WL 883762, *4 (S.D. Cal. March
10 11, 2011) (“Because [Plaintiff] has failed to amend these claims successfully, they
11 will be dismissed without leave to amend.”); *see also Beaver v. Omni Hotels Mgmt.*
12 *Corp.*, 2021 WL 5042116, *2 n.3 (S.D. Cal. Oct. 29, 2021) (“As Plaintiffs chose not
13 to amend [certain claims that were dismissed with leave], the Court dismisses those
14 causes of action without leave to amend.”). This rule applies to claims that were
15 dismissed entirely as well as to dismissals of particular theories. *See, e.g., Watson v.*
16 *Bank of Am., N.A.*, 2016 WL 6581846, *4-9 (S.D. Cal. Nov. 7, 2016) (dismissing
17 claims based on some but not all legal theories with prejudice after plaintiff failed to
18 amend after leave); *Sanders v. Laidlaw Educ. Srvcs.*, 2006 WL 8441688, * 3 (C.D.
19 Cal. April 12, 2006) (dismissing Title VII claim based on retaliation theory “with
20 prejudice” for failure to amend that theory “in a meaningful manner” after being
21 previously granted leave to do so).

22 ¹ The FAMCC also continues to improperly assert claims that the MTD Order
23 dismissed *with prejudice*, including claims for violations of the California Unfair
24 Competition Law (Claim 4), contract claims on behalf of Plaintiffs who have been
25 fully reimbursed (Claim 7), breach of implied contract claims (Claim 8), and claims
26 for breach of contract as third-party beneficiaries of BANA’s contract with EDD
27 (Claims 11 and 12). These claims were fully and permanently dismissed by the MTD
28 Order, are no longer part of this case, and require no response. *See Rupe v. Cate*,
2012 WL 259387, *2 (E.D. Cal. Jan. 26, 2012) (“When answering Plaintiffs’ Second
Amended Complaint, Defendants do not need to respond to the [previously]
dismissed claims”). BANA will address Plaintiffs’ arguments for
reconsideration of the Court’s dismissal of their California Unfair Competition Law
claims (Claim 4) if the Court allows Plaintiffs’ Ex Parte Motion for Leave to File
Motion for Reconsideration. (Dkt. 141).

1 The Court should follow this precedent here, and dismiss with prejudice the
2 following claims and theories that Plaintiffs failed to amend:

- 3 • Claims for violations of the California Consumer Privacy Act based on
4 Plaintiffs' theory regarding unsecure data collection and storage (Claim 2),
5 as Plaintiffs concede that they "are unable to amend this claim at this time,"
6 (FAMCC at p. 276, n.32);
- 7 • Claims for violation of the California Customer Records Act (Claim 3), as
8 Plaintiffs concede they "are unable to amend this claim at this time,"
9 (FAMCC at p. 280, n.33); and
- 10 • Claims for negligence per se based on violations of the California Financial
11 Information Privacy Act and California Customer Records Act (Claim 5),
12 which Plaintiffs concede they "are unable at this time to amend based on
13 violations of the CFIPA or the CCRA," (FAMCC at p. 288, n.35).

14 Plaintiffs also concede that they cannot amend their allegations to state a breach
15 of contract claim (Claim 7) for those Plaintiffs whose claims were dismissed in the
16 MTD Order. *See* FAMCC at p. 297, n.36. Plaintiffs brought breach of contract
17 claims against BANA for alleged breach of the Cardholder Agreement based on three
18 theories: *first*, Plaintiffs alleged that BANA breached the claim investigation and
19 reimbursement provisions contained in Section 9 and Section 11 of the Cardholder
20 Agreement; *second*, Plaintiffs alleged that BANA breached the provisions in Section
21 2 of the Cardholder Agreement that allow BANA to freeze accounts on suspicion of
22 fraud; and *third*, Plaintiffs alleged that BANA breached provisions in Section 2 of
23 the Cardholder Agreement that require BANA to fund accounts at EDD's instruction.

- 24 • On Plaintiffs' first theory, the Section 9 and 11 contract claims brought by
25 Plaintiffs who alleged their claims were reimbursed by BANA were
26 dismissed with prejudice. *See* MTD Order at 51.² The remaining Section 9

27 ² As noted *supra* note 1, Plaintiffs continue to assert the contract claims of fully-
28 reimbursed Plaintiffs despite their dismissal with prejudice. The FAMCC's
allegations that certain Plaintiffs who were fully credited did not receive interest (*see*,

1 and 11 claims were dismissed with leave to amend as to all Plaintiffs except
2 for Plaintiffs Yick, Smith, Burns, and Horath, whose Section 9 and 11
3 contract claims were allowed to proceed. MTD Order at 52. (However,
4 Plaintiff Yick's amendments regarding reimbursement doom her contract
5 claim, as explained *infra* at 8.)

6 • On Plaintiffs' second theory, the Section 2 contract claims based on account
7 freezes were dismissed with leave to amend as to all Plaintiffs. MTD Order
8 at 53, 54.

9 • On Plaintiffs' third theory, the Section 2 contract claims based on EDD
10 instructions were also dismissed with leave to amend as to all Plaintiffs. *Id.*

11 As to all the contract claims that were dismissed with leave to amend (under
12 all three theories), the FAMCC concedes that "Plaintiffs are unable to amend those
13 claims at this time." FAMCC at 302, n.36. Therefore, the contract claims as to all
14 Plaintiffs, except for the Section 9 and 11 theories for Plaintiffs Smith, Burns and
15 Horath, should now be dismissed with prejudice (to be clear, Plaintiffs Smith, Burns
16 and Horath's contract claims under the second and third theories, based on alleged
17 violations of Section 2, should also be dismissed with prejudice).³

18 **II. PLAINTIFFS' AMENDMENTS ARE INSUFFICIENT TO CURE THE DEFICIENCIES**
19 **IDENTIFIED IN THE MTD ORDER.**

20 As for the dismissed claims that Plaintiffs attempted to amend, certain of those
21 attempts still fail. A number of individual Plaintiffs continue to fail to plead a
22 "qualifying error" as required to state an EFTA claim. And Plaintiff Yick's

23 *e.g.*, FAMCC at ¶¶ 159, 169) do not save these contract claims from dismissal
24 because (i) the Cardholder Agreement does not provide for interest, and (ii) those
25 Plaintiffs whose contract claims were previously dismissed on the basis of
26 reimbursement were dismissed with prejudice, and cannot be resurrected through
27 amendment. *Partanen v. W. U.S. Pipe Band Ass'n*, 2021 WL 5145246, at *14 (E.D.
28 Cal., Nov. 4, 2021).

³ A list of the Plaintiffs whose Section 9 and 11 contract claims in the FAMCC are
subject to dismissal are identified in Column E of Appendix A filed herewith (all
Plaintiffs' Section 2 contract claims should be dismissed with prejudice for failure to
amend those allegations).

1 amendment to concede that she has been reimbursed by BANA dooms her contract
2 claim. These claims also should be dismissed with prejudice.

3 **A. The “Freeze Only” Plaintiffs’ Amendments Still Do Not State A**
4 **Claim Under EFTA.**

5 *First*, individual Plaintiffs who continue to allege only account freezes or
6 restrictions do not state a claim under EFTA. As the Court held, “[n]either EFTA
7 nor Reg E lists account freezes as a qualifying error.” MTD Order at 15; *see also* 15
8 U.S.C. § 1693f(f); 12 C.F.R. § 1005.11(a)(1). Plaintiffs conceded as much, but
9 argued that a request for “additional information” is among the “qualifying errors”
10 specified in EFTA and its implementing Regulation, Regulation E. *See* MTD Order
11 at 15. The Court dismissed the EFTA claims of those individual Plaintiffs “who
12 reported account freezes only,” subject to their ability to plead that they made
13 information requests to BANA that were “qualifying error[s]” under the statute.
14 MTD Order at 15-16. In the FAMCC, certain individual Plaintiffs amended their
15 freeze-only allegations to provide additional information about their account freezes,
16 recharacterize their account freezes as “restricted access” to their accounts, and allege
17 that they asked BANA for “additional information regarding the restriction.” *See*,
18 *e.g.*, Plaintiff Flores, FAMCC ¶ 357.⁴

19 These allegations still fail to state a claim under EFTA. Both EFTA and
20 Regulation E contain provisions defining qualifying errors for purposes of the statute.
21 *See* 15 U.S.C. § 1693f(f) (EFTA definition of “acts constituting error”); 12 C.F.R. §
22 1005.11(a) (Reg E “[d]efinition of error”). As the Court recognized in the MTD
23 Order (at 15-16), both definitions make clear that an information request must
24 ***concern an electronic fund transfer*** to qualify as an error under the statute:

- 25 • EFTA’s information request provision states that a qualifying “error”
26 includes “a consumer’s request for additional information or clarification

27 ⁴ A list of the Plaintiffs whose EFTA claims in the FAMCC still fail to allege a
28 qualifying error and therefore are subject to dismissal are identified in Column D of
Appendix A filed herewith.

1 **concerning an electronic fund transfer,**” (15 U.S.C. § 1693f(f)(6)
2 (emphasis added)); and

- 3 • Regulation E’s information request provision similarly states that a
4 qualifying “error” includes “[t]he consumer’s request for . . . additional
5 information or clarification **concerning an electronic fund transfer,**
6 including a request the customer makes to determine whether an error exists
7 [as defined by] this section,” (12 C.F.R. § 1005.11(a)(1)(vii) (emphasis
8 added)).

9 In *Hardin v. Bank of Am., N.A.*, another case regarding BANA’s handling of
10 pandemic fraud claims, the court clarified the narrow scope of the qualifying error
11 definitions, dismissing the plaintiffs’ EFTA claims even though they had requested
12 information from BANA about their accounts because the requests did not
13 specifically concern an electronic fund transfer. *See Hardin v. Bank of Am., N.A.*,
14 2022 WL 3568568, *3 (E.D. Mich. Aug. 18, 2022). As the court explained, “requests
15 for additional information or clarification **apply only to requests ‘concerning an**
16 **electronic fund transfer.’”** *Id.* (emphasis added). The court found that because
17 “[n]either [plaintiff] requested information or clarification **about an electronic funds**
18 **transfer,**” their allegations about requests for additional information from BANA
19 were not qualifying errors and thus did not state a claim under EFTA. *Id.* (emphasis
20 added).

21 The freeze- or restricted access-only Plaintiffs’ allegations in the FAMCC,
22 even as amended, fail for the same reason. These Plaintiffs allege only that they
23 called BANA to request, for example, “all the information [BANA] relied upon
24 which caused the freeze of [the] account,” (Plaintiff Blacksands, FAMCC ¶ 309) or
25 “additional information regarding the restriction” (Plaintiff Flores, FAMCC ¶ 357).
26 None of them allege that their calls to BANA regarding their frozen or restricted
27 accounts were “request[s] for additional information or clarification **concerning an**
28 **electronic fund transfer**” as required by EFTA. 15 U.S.C. § 1693f(f)(6) (emphasis

1 added); *see also* 12 C.F.R. § 1005.11(a)(1)(vii). None of these Plaintiffs have
2 identified the electronic fund transfer that they sought information or clarification
3 about. In fact, these Plaintiffs make no allegations regarding any electronic fund
4 transfers on their accounts at all; rather, their allegations are that they sought
5 information about freezes or restrictions that **prevented** transfers on their accounts.
6 Their EFTA claims therefore do not allege a “qualifying error,” and should be
7 dismissed with prejudice.

8 **B. Plaintiff Jennifer Yick’s Amendments Doom Her Contract Claim.**

9 *Second*, Plaintiff Yick’s Section 9 and 11 contract claim should now be
10 dismissed, with prejudice, because Yick amended her allegations to state that her
11 unauthorized transaction claims have been reimbursed in full by BANA. FAMCC ¶
12 126. Under the MTD Order, “any Plaintiff that has been completely reimbursed can’t
13 recover contract damages, and can’t state a claim for breach of contract.” MTD Order
14 at p. 51. Thus, Yick’s Section 9 and 11 contract claim, as amended, must be
15 dismissed with prejudice (as noted above, Yick’s contract claims based on both
16 theories of alleged violations of Section 2 were dismissed with leave to amend by the
17 MTD Order, at 53-54, and should now be dismissed with prejudice because Yick
18 failed to amend those allegations, *see supra* 5-6).⁵

19 **CONCLUSION**

20 For the foregoing reasons, BANA respectfully requests that the Court dismiss
21 the following claims and theories with prejudice:

- 22 • EFTA claims for those Plaintiffs who allege only an account freeze or
23 restriction, as identified in Column D of Appendix A (Claim 1);

24 ⁵ Other Plaintiffs also amended their allegations to reflect either that they have been
25 reimbursed by BANA (*e.g.*, Plaintiff Zoelle, FAMCC ¶ 249) or that they cannot plead
26 that they **have not** been reimbursed by BANA (*e.g.*, Plaintiff Hicks, FAMCC ¶ 260,
27 n. 17, and Plaintiff Blankenship, FAMCC ¶ 284, both conceding they do not know
28 whether they were reimbursed). These Plaintiffs’ contract claims were already
dismissed with leave to amend, and should now be dismissed with prejudice, as
explained *supra* at 5-6, due to Plaintiffs’ inability to amend. Their amendments
regarding reimbursement provide yet another reason to dismiss their contract claims
with prejudice.

- All Plaintiffs' claims for violations of the California Consumer Privacy Act based on Plaintiffs' unsecure data collection and storage theory (Claim 2);
- All Plaintiffs' claims for violation of the California Customer Records Act (Claim 3);
- All Plaintiffs' claims for negligence per se based on violations of the California Information Privacy Act and California Customer Records Act (Claim 5); and
- All breach of contract claims for all Plaintiffs except for the Section 9 and 11 claims for Plaintiffs Smith, Burns and Horath, as identified in Column E of Appendix A (Claim 7).

Dated: July 11, 2023

Respectfully submitted,

By: /s/ James W. McGarry

JAMES W. MCGARRY (pro hac vice)
JMcGarry@goodwinlaw.com
GOODWIN PROCTER LLP
100 Northern Avenue
Boston, MA 02210
Tel.: +1 617 570 1000
Fax: +1 617 523 1231

THOMAS M. HEFFERON (pro hac vice)
Thefferon@goodwinlaw.com
GOODWIN PROCTER LLP
1900 N St. NW
Washington, DC 20036
Tel: +1 202 346 4000
Fax: +1 202 346 4444

YVONNE W. CHAN (pro hac vice)
YChan@jonesday.com
JONES DAY
100 High Street
Boston, MA 02110
Tel.: +1 617 960 3939
Fax: +1 617 449 6999

JANICE P. BROWN (SBN 114433)
jbrown@myersnave.com
MATTHEW B. NAZARETH (SBN 278405)
mnazareth@myersnave.com
MEYERS NAVE
600 B Street, Suite 1650

San Diego, CA 92101

Attorneys for Defendant
BANK OF AMERICA, N.A.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing with the clerk of the court for the United States District Court for the Southern District of California by using the CM/ECF system on July 11, 2023. I further certify that all participants in the case are registered CM/ECF users and that service will be accomplished by the CM/ECF system. I certify under penalty of perjury that the foregoing is true and correct.

Executed: July 11, 2023

/s/ James W. McGarry

APPENDIX A

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Abarr	Paul	¶ 286	N/A	Failed to exercise leave and amend their contract claim.
Abbot	Kobe	¶ 287	N/A	Failed to exercise leave and amend their contract claim.
Adams	Michael	¶ 289	N/A	
Aders	Jordan	¶ 288	N/A	Failed to exercise leave and amend their contract claim.
Aguirre	Jonathan	¶ 290	N/A	Failed to exercise leave and amend their contract claim.
Allison	Christopher	¶ 291	N/A	Failed to exercise leave and amend their contract claim.
Alvarez	Kevin	¶ 292	N/A	Failed to exercise leave and amend their contract claim.
Alvarez	Courtney	¶ 293	N/A	Failed to exercise leave and amend their contract claim.
Alvarez	Rosa	¶ 294	N/A	
Anderson	David	¶ 295	N/A	Failed to exercise leave and amend their contract claim.
Anderson	Rebekah	¶ 296	N/A	Failed to exercise leave and amend their contract claim.
Andrade	Amanda	¶ 297	N/A	Failed to exercise leave and amend their contract claim.
Anistik	Sheila	¶ 299	N/A	Failed to exercise leave and amend their contract claim.
Arnoldstarr	Robert	¶ 300	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Arrey	Vanessa	¶ 301	N/A	Failed to exercise leave and amend their contract claim.
Auburn	Ursula	¶¶ 254–57	N/A	<i>Dismissed with prejudice by MTD Order</i>
Ayala	Christal	¶ 302	N/A	Failed to exercise leave and amend their contract claim.
Back	Celina	¶ 303	N/A	Failed to exercise leave and amend their contract claim.
Baker	Cindy	¶¶ 250–53	N/A	<i>Dismissed with prejudice by MTD Order</i>
Barnette	Mark	¶ 304	N/A	Failed to exercise leave and amend their contract claim.
Beckham	Douglas	¶ 305	N/A	Failed to exercise leave and amend their contract claim.
Beehler	Sky	¶ 306	N/A	Failed to exercise leave and amend their contract claim.
Bennett	Amber	¶ 307	N/A	Failed to exercise leave and amend their contract claim.
Berlt	Forrest	¶ 308	Failed to allege an Error under EFTA.	<i>Dismissed with prejudice by MTD Order</i>
Blacksands	Stone	¶ 309	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Blankenship	Claire	¶¶ 279–84	N/A	Failed to exercise leave and amend their contract claim. In the alternative, they cannot allege that they have not been reimbursed.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Bommel	Dean	¶ 310	N/A	Failed to exercise leave and amend their contract claim.
Brady	Nicholas	¶ 311	N/A	Failed to exercise leave and amend their contract claim.
Brooks	James	¶ 312	N/A	Failed to exercise leave and amend their contract claim.
Brotman	Adam	¶ 313	N/A	<i>Dismissed with prejudice by MTD Order</i>
Bruno	James	¶ 314	N/A	<i>Dismissed with prejudice by MTD Order</i>
Burns	Beth	¶ 315	N/A	N/A
Burrow	Dwight	¶ 316	N/A	Failed to exercise leave and amend their contract claim.
Bynum	Mario	¶ 317	N/A	Failed to exercise leave and amend their contract claim.
Byrn	Daniel	¶ 318	N/A	Failed to exercise leave and amend their contract claim.
Cajas	Clara	¶¶ 195–99	N/A	<i>Dismissed with prejudice by MTD Order</i>
Calzado	Joseph	¶ 319	N/A	Failed to exercise leave and amend their contract claim.
Camberos	Stacey	¶ 320	N/A	Failed to exercise leave and amend their contract claim.
Cardenas Cortez	Victor	¶ 333	N/A	Failed to exercise leave and amend their contract claim.
Carpenter	Kimberly	¶ 321	N/A	<i>Dismissed with prejudice by MTD Order</i>
Castillo	Patricia	¶ 322	N/A	<i>Dismissed with prejudice by MTD Order</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Caton	Richard	¶ 323	N/A	Failed to exercise leave and amend their contract claim.
Chapple	Susan	¶ 324	N/A	Failed to exercise leave and amend their contract claim.
Chase	Randy	¶ 325	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Chavez	Angela	¶ 326	N/A	Failed to exercise leave and amend their contract claim.
Chavez	Phillip	¶ 327	N/A	Failed to exercise leave and amend their contract claim.
Chong	Kuang Ting	¶¶ 261–67	N/A	<i>Dismissed with prejudice by MTD Order</i>
Cochran	Tiffany	¶ 328	N/A	Failed to exercise leave and amend their contract claim.
Collins	LaMar	¶ 329	N/A	Failed to exercise leave and amend their contract claim.
Contreras	Jennifer	¶ 330	N/A	Failed to exercise leave and amend their contract claim.
Contreras	Jose	¶ 331	N/A	Failed to exercise leave and amend their contract claim.
Corella	Donmonique	¶ 332	N/A	Failed to exercise leave and amend their contract claim.
Cortez-Gonzalez	Crystal	¶ 334	N/A	Failed to exercise leave and amend their contract claim.
D'Agostino Criado	Teresa	¶ 335	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Dale	Heather	¶ 336	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
De Hoyos	Marcus	¶ 400	N/A	Failed to exercise leave and amend their contract claim.
De Los Angeles, Sr.	Samuel	¶ 298	N/A	Failed to exercise leave and amend their contract claim.
de Vera	Michell	¶ 337	N/A	Failed to exercise leave and amend their contract claim.
Deasy	Timothy	¶ 338	N/A	Failed to exercise leave and amend their contract claim.
Delariva	Luis	¶ 339	N/A	Failed to exercise leave and amend their contract claim.
Delgado	Delbert	¶ 340	N/A	Failed to exercise leave and amend their contract claim.
Delgado	Selena	¶ 341	N/A	Failed to exercise leave and amend their contract claim.
Dirickson	Nickolaus	¶ 342	N/A	Failed to exercise leave and amend their contract claim.
Dones	Lorina	¶ 343	N/A	Failed to exercise leave and amend their contract claim.
Douglas	Anthony	¶ 344	N/A	Failed to exercise leave and amend their contract claim.
Douglass	Benjamin	¶ 345	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Duey	Kayli	¶ 346	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Eason	Roxanne	¶ 347	N/A	Failed to exercise leave and amend their contract claim.
Echeverria	Peter	¶ 348	N/A	Failed to exercise leave and amend their contract claim.
Edwards	Linda	¶ 349	N/A	Failed to exercise leave and amend their contract claim.
Escalante	Maritza	¶ 350	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Espalin	Marley	¶ 351	N/A	Failed to exercise leave and amend their contract claim.
Estrada	Juan	¶ 352	N/A	Failed to exercise leave and amend their contract claim.
Farina	Dawn	¶ 353	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Ferraro	Cody	¶ 354	N/A	Failed to exercise leave and amend their contract claim.
Flores	Jacob	¶ 355	N/A	Failed to exercise leave and amend their contract claim.
Flores	Arnold	¶ 356	N/A	Failed to exercise leave and amend their contract claim.
Flores	Stephanie	¶ 357	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Franks	Anthony	¶ 358	N/A	Failed to exercise leave and amend their contract claim.
Friday	Meredith	¶ 359	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Friend	Joseph	¶ 360	N/A	Failed to exercise leave and amend their contract claim.
Gage	Latisha	¶ 362	N/A	Failed to exercise leave and amend their contract claim.
Galicia	Abigail	¶ 361	N/A	Failed to exercise leave and amend their contract claim.
Garcia	Monica	¶ 363	N/A	Failed to exercise leave and amend their contract claim.
Gaynor	Glynda	¶ 364	N/A	Failed to exercise leave and amend their contract claim.
George	Laquitta	¶ 365	N/A	Failed to exercise leave and amend their contract claim.
Giddens	Elizabeth	¶ 366	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Glassflowers	Seante	¶ 367	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Gonzalez	Angela	¶ 368	N/A	Failed to exercise leave and amend their contract claim.
Gonzalez	Barton	¶ 369	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Gonzalez	Lizet	¶ 370	N/A	Failed to exercise leave and amend their contract claim.
Graham	Lainie Ann	¶ 371	N/A	Failed to exercise leave and amend their contract claim.
Grant	Audrey	¶ 372	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Gray	Willie	¶ 373	N/A	Failed to exercise leave and amend their contract claim.
Grimes	Sean	¶ 374	N/A	Failed to exercise leave and amend their contract claim.
Guadalajara	Jeffrey	¶ 375	N/A	Failed to exercise leave and amend their contract claim.
Guirguis	Noah	¶ 376	N/A	Failed to exercise leave and amend their contract claim.
Gutcher	Lyndsey	¶ 377	N/A	Failed to exercise leave and amend their contract claim.
Gutierrez	Andres	¶ 378	N/A	Failed to exercise leave and amend their contract claim.
Gutierrez	Angelica	¶ 379	N/A	Failed to exercise leave and amend their contract claim.
Gutierrez	Crystal	¶ 380	N/A	Failed to exercise leave and amend their contract claim.
Hakopian	Shant	¶ 381	N/A	Failed to exercise leave and amend their contract claim.
Hanes	James	¶ 382	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Haney	Micah	¶ 383	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Hanna	Preston	¶ 384	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Harden	Rebecca	¶ 385	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Harper	Johnny	¶ 386	N/A	Failed to exercise leave and amend their contract claim.
Harris	Ivan	¶ 387	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Harris	Markee	¶ 388	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Hart	Steven	¶ 389	N/A	
Hassanshahi	Bahram	¶ 390	N/A	Failed to exercise leave and amend their contract claim.
Hayden	Kaytricia	¶ 391	N/A	Failed to exercise leave and amend their contract claim.
Heinz	Gretchen	¶ 392	Failed to allege an Error under EFTA.	<i>Dismissed with prejudice by MTD Order.</i>
Hernandez	Ronnie	¶ 393	N/A	Failed to exercise leave and amend their contract claim.
Hernandez	Ruben	¶ 394	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Hernandez	Vanessa	¶ 395	N/A	Failed to exercise leave and amend their contract claim.
Hicks	Julie	¶¶ 258–60	N/A	Failed to exercise leave and amend their contract claim. In the alternative, they cannot allege that they have not been reimbursed.
Hollingsworth	Anthony	¶ 396	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Holloway	Lindsie	¶ 397	N/A	Failed to exercise leave and amend their contract claim.
Horath	Crystal	¶ 398	N/A	N/A
Howze	Terrance	¶ 399	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Hutchins	Sharonna	¶ 401	N/A	Failed to exercise leave and amend their contract claim.
Huynh	Quoc	¶ 402	N/A	Failed to exercise leave and amend their contract claim.
Idemudia	John	¶ 403	N/A	Failed to exercise leave and amend their contract claim.
Isles	Juanita	¶ 404	N/A	Failed to exercise leave and amend their contract claim.
Jabara	Derrick	¶ 405	N/A	Failed to exercise leave and amend their contract claim.
Jackson	Shreel	¶ 406	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Jaurigue, Jr.	Robert	¶ 407	N/A	Failed to exercise leave and amend their contract claim.
Jeff	Anthony	¶ 408	N/A	Failed to exercise leave and amend their contract claim.
Johnson	Evelt	¶ 409	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Johnson	Lester	¶ 410	N/A	Failed to exercise leave and amend their contract claim.
Johnson	Terrell	¶ 411	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Jones	Brian	¶ 412	N/A	Failed to exercise leave and amend their contract claim.
Jones	Victoria	¶ 413	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Karam	Alan	¶¶ 203–15	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Kelly	Olivia	¶ 414	N/A	Failed to exercise leave and amend their contract claim.
Kessler	Erick	¶ 415	N/A	Failed to exercise leave and amend their contract claim.
Knight	Deandre	¶ 416	N/A	Failed to exercise leave and amend their contract claim.
Koole	Candace	¶¶ 136–43	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Lawson	Corey	¶ 417	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Laxton	Sabrina	¶ 418	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Lind	Tonya	¶ 419	N/A	Failed to exercise leave and amend their contract claim.
Littles	Limmie	¶ 420	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Lopez	Ronda	¶ 421	N/A	Failed to exercise leave and amend their contract claim.
Loredo	Ernie	¶ 422	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Madrid	Raina	¶ 423	N/A	Failed to exercise leave and amend their contract claim.
Madrid	Mario	¶ 424	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Magallan	Joseph	¶ 425	N/A	Failed to exercise leave and amend their contract claim.
Main	Joseph	¶ 426	N/A	Failed to exercise leave and amend their contract claim.
Martinez	Danela	¶ 427	N/A	Failed to exercise leave and amend their contract claim.
Mathews	Rosemary	¶¶ 160–70	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Matson, Jr.	Russell	¶ 428	N/A	Failed to exercise leave and amend their contract claim.
Matthews	Vernon	¶ 429	N/A	Failed to exercise leave and amend their contract claim.
Maurer	Janelle	¶ 430	N/A	Failed to exercise leave and amend their contract claim.
McCafferty	Christina	¶ 431	N/A	<i>Dismissed with prejudice by MTD Order.</i>
McCann	Brenda	¶ 432	N/A	Failed to exercise leave and amend their contract claim.
McClure	Lindsay	¶¶ 187–91	N/A	<i>Dismissed with prejudice by MTD Order.</i>
McCrary	Michael	¶ 434	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Meza	Jennifer	¶ 433	N/A	Failed to exercise leave and amend their contract claim.
Middleton	Travis	¶ 435	N/A	Failed to exercise leave and amend their contract claim.
Miller	Linda	¶ 436	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Moon	Azuri	¶¶ 144–51	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Moore	Stephanie	¶¶ 268–73	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Moore	Lavell	¶ 437	N/A	Failed to exercise leave and amend their contract claim.
Morales	Sara	¶ 438	N/A	Failed to exercise leave and amend their contract claim.
Morales	Albert	¶ 439	N/A	Failed to exercise leave and amend their contract claim.
Morgan	Sharise	¶ 440	N/A	Failed to exercise leave and amend their contract claim.
Morrell	Tiffany	¶ 441	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Morris	Heather	¶ 442	N/A	<i>Failed to exercise leave and amend their contract claim.</i>
Mouck	Janette	¶ 443	N/A	<i>Failed to exercise leave and amend their contract claim.</i>
Murphy	Robert	¶ 444	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Murphy	Sarah	¶ 445	N/A	Failed to exercise leave and amend their contract claim.
Nicholson	Kimberly	¶ 446	N/A	Failed to exercise leave and amend their contract claim.
Ojeda	Lelanya	¶ 447	N/A	Failed to exercise leave and amend their contract claim.
Oosthuizen	Roland	¶¶ 152–59	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Ortiz, Jr.	Frank	¶ 448	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Owen	Kelly	¶ 449	N/A	Failed to exercise leave and amend their contract claim.
Owensby	Mark	¶ 450	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Paningbatan	Flouzel	¶ 451	N/A	Failed to exercise leave and amend their contract claim.
Payton	Laura	¶ 452	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Pena, Jr.	Ismael	¶ 453	N/A	Failed to exercise leave and amend their contract claim.
Perez	Luis	¶¶ 216–24	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Perez	Ann	¶ 454	N/A	Failed to exercise leave and amend their contract claim.
Perez	Paul	¶ 455	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Perkins	Kenyon	¶ 456	N/A	Failed to exercise leave and amend their contract claim.
Petrova	Zinaida	¶¶ 274–78	N/A	Failed to exercise leave and amend their contract claim.
Piette	Melanie	¶ 457	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Pita	Ryan	¶ 458	N/A	Failed to exercise leave and amend their contract claim.
Pitts	Darnell	¶ 459	N/A	Failed to exercise leave and amend their contract claim.
Pitts	Vannessa	¶ 460	N/A	Failed to exercise leave and amend their contract claim.
Pointer	Misty	¶ 461	<i>Dismissed with prejudice by MTD Order.</i>	<i>Dismissed with prejudice by MTD Order.</i>
Pomeroy	Tina	¶ 462	N/A	Failed to exercise leave and amend their contract claim.
Posten	Randle	¶ 463	N/A	Failed to exercise leave and amend their contract claim.
Pummill	Joshua	¶ 464	N/A	Failed to exercise leave and amend their contract claim.
Quesada	Andrea	¶ 465	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Quiroz	Maurilio	¶ 466	N/A	Failed to exercise leave and amend their contract claim.
Raiff	Mykela	¶ 467	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Ray	Moaney	¶ 468	N/A	Failed to exercise leave and amend their contract claim.
Reed	Kawana	¶ 469	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Rima-Fleurima	Nehemiah	¶ 470	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Ritchey	Rhonda	¶ 471	N/A	Failed to exercise leave and amend their contract claim.
Rivera	Vanessa	¶¶ 127–35	N/A	Failed to exercise leave and amend their contract claim.
Rivera	Israel	¶ 472	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Roa	Miguel	¶ 473	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Robinson	Carmen	¶ 474	N/A	Failed to exercise leave and amend their contract claim.
Robinson	Stanley	¶ 475	N/A	Failed to exercise leave and amend their contract claim.
Robles	Joe	¶ 476	N/A	Failed to exercise leave and amend their contract claim.
Rodriguez	Carlos	¶¶ 171–76	N/A	Failed to exercise leave and amend their contract claim.
Rodriguez	Catrina	¶ 477	N/A	Failed to exercise leave and amend their contract claim.
Rodriguez Romo	Jose	¶ 479	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Rojas de Charolet	Elana Martina	¶ 478	N/A	
Royston	Melissa	¶ 480	N/A	Failed to exercise leave and amend their contract claim.
Salaz	Raylene	¶ 481	N/A	Failed to exercise leave and amend their contract claim.
Salazar	Miguel	¶ 482	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Saldade	Frankie	¶ 483	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Schmidt	Michael	¶ 484	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Schmitz	Timothy	¶ 485	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Serrato	Melissa	¶ 486	N/A	Failed to exercise leave and amend their contract claim.
Sevilla	Arminda	¶ 487	N/A	Failed to exercise leave and amend their contract claim.
Silva	Jenna	¶ 488	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Simpson	Jessica	¶ 489	N/A	Failed to exercise leave and amend their contract claim.
Sims II	Michael	¶ 490	N/A	Failed to exercise leave and amend their contract claim.
Smith	Stephanie	¶¶ 200–02	N/A	N/A
Smith	Jonathan	¶¶ 229–36	N/A	<i>Dismissed with prejudice by MTD Order.</i>

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Smith	Denise	¶ 491	N/A	Failed to exercise leave and amend their contract claim.
Smith	Nicole	¶ 492	N/A	Failed to exercise leave and amend their contract claim.
Sparks	Jonathan	¶ 493	N/A	Failed to exercise leave and amend their contract claim.
Stanfill	Amy	¶ 494	N/A	Failed to exercise leave and amend their contract claim.
Stephens	Lucas	¶ 495	N/A	Failed to exercise leave and amend their contract claim.
Stidham	Crystal	¶ 496	N/A	Failed to exercise leave and amend their contract claim.
Talia	Danny	¶ 497	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Tamayo	Cesar	¶ 498	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Taylor	Michelle	¶ 499	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Taylor	Tonya	¶ 500	N/A	Failed to exercise leave and amend their contract claim.
Tonna	Nicholas	¶ 501	N/A	Failed to exercise leave and amend their contract claim.
Trammel	Tasha	¶ 502	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Tressler	Jimmy	¶ 503	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Turnbull	Jason	¶ 504	N/A	Failed to exercise leave and amend their contract claim.
Turner	Thomas	¶ 505	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Valadez	Reina	¶ 506	N/A	Failed to exercise leave and amend their contract claim.
Valenzuela	Juan	¶ 507	N/A	Failed to exercise leave and amend their contract claim.
Vasquez	David	¶ 508	N/A	Failed to exercise leave and amend their contract claim.
Verdun	Jessie	¶ 509	N/A	
Villagomez	Manuel	¶ 510	N/A	Failed to exercise leave and amend their contract claim.
Viramontes	Luis	¶ 511	N/A	Failed to exercise leave and amend their contract claim.
Walker	Norman	¶ 512	N/A	Failed to exercise leave and amend their contract claim.
Wallace	Jason	¶ 513	N/A	Failed to exercise leave and amend their contract claim.
Wiggins	Brian	¶¶ 225–28	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Wilburn	Cameren	¶ 514	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Wilds	Denise	¶ 515	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Wilkins	Terrence	¶ 516	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Williams	Zacharia	¶ 517	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Williams	Tyrisha	¶ 518	N/A	Failed to exercise leave and amend their contract claim.
Williams	Willie	¶ 519	N/A	Failed to exercise leave and amend their contract claim.
Williamson	Latasha	¶ 520	N/A	Failed to exercise leave and amend their contract claim.
Willis	Leanna	¶ 521	N/A	Failed to exercise leave and amend their contract claim.
Willrich	J. Michael	¶¶ 177–86	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Wilson	Robert L.	¶¶ 192–94	N/A	<i>Dismissed with prejudice by MTD Order.</i>
Wise	Lacey	¶ 522	N/A	Failed to exercise leave and amend their contract claim.
Wood	Colton	¶ 523	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Yeats	Matthew	¶ 524	N/A	Failed to exercise leave and amend their contract claim.
Yick	Jennifer	¶¶ 114–26	N/A	Alleged they have been reimbursed.
Young	Glen	¶ 525	N/A	Failed to exercise leave and amend their contract claim.
Yuan	Alex	¶¶ 237–45	N/A	Failed to exercise leave and amend their contract claim.

Plaintiff			Claim	
Last Name	First Name	FAMCC Paragraphs	Reason for Dismissal of EFTA Claim (Claim 1)	Reason for Dismissal of Section 9 and 11 Contract Claim (Claim 7)
Zettlemoyer	Christopher	¶ 526	Failed to allege an Error under EFTA.	Failed to exercise leave and amend their contract claim.
Zoelle	Jory	¶¶ 246–49	N/A	Failed to exercise leave and amend their contract claim. In the alternative, they alleged they have been reimbursed.