

DX 3

**REDACTED VERSION OF
DOCUMENT SOUGHT TO
BE SEALED PURSUANT TO
STIPULATED
PROTECTIVE ORDER**

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12 **BANK OF AMERICA, N.A.**

13 **UNITED STATES DISTRICT COURT**
14 **FOR THE SOUTHERN DISTRICT OF CALIFORNIA**
15 **SAN DIEGO DIVISION**

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

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

19 **DECLARATION OF JENNIFER**
20 **LENNON IN SUPPORT OF**
21 **DEFENDANT BANK OF AMERICA,**
22 **N.A.'S MOTION FOR PARTIAL**
23 **SUMMARY JUDGMENT**

24 Date: April 17, 2026

25 Time: 1:30 p.m.

26 Ctrm: 12A – 12th Floor

27 Judge: Hon. Gonzalo P. Curiel

28 FILED PROVISIONALLY UNDER SEAL
PURSUANT TO STIPULATED PROTECTIVE
ORDER

1 I, Jennifer Lennon, hereby declare as follows:

2 1. I am employed by Defendant Bank of America, N.A. (BANA) as its
3 Prepaid Unemployment Programs Executive. I make this declaration based upon
4 personal knowledge and belief, upon BANA’s records maintained in the ordinary
5 course and scope of business, and upon information gathered from other BANA
6 employees within the scope of their responsibilities. If called to testify as to any of
7 the matters set forth in this declaration, I could and would competently testify thereto.

8 2. In my capacity as the Prepaid Unemployment Programs Executive for
9 BANA, my responsibilities include leading the following functions as part of
10 managing the Prepaid Business: prepaid controls and quality assurance; prepaid
11 change management and transformation, including Visa and product oversight;
12 prepaid end-to-end check issuance oversight and balance reduction; prepaid data
13 management and analytics; prepaid call center, complaints, fraud policy, and return
14 of funds process; and prepaid claims processing, [REDACTED]
15 [REDACTED],
16 and cardholder communications.

17 **The CFPB and OCC Remediation Plan**

18 3. BANA entered into consent orders (Consent Orders) with the Office of
19 the Comptroller of the Currency (OCC) and the Consumer Financial Protection
20 Bureau (CFPB) in July 2022.

21 a. A true and correct copy of the Consent Order of the Office of the
22 Comptroller of the Currency (No. AA-ENF-2022-21), executed in full
23 on July 14, 2022, is attached to the Declaration of Laura G. Brys (Brys
24 Dec.) as DX¹ 41.

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28 ¹ Exhibits to the Brys Dec. shall be referred to as “DX” in connection with BANA’s
Motion for Partial Summary Judgment.

1 b. A true and correct copy of the Consent Order of the Consumer Financial
2 Protection Bureau (File No. 2022-CFPB-0004), executed in full on July
3 14, 2022, is attached to the Brys Dec. as DX 42.

4 4. In connection with those Consent Orders, BANA also submitted a

5 [REDACTED].
6 a. A true and correct copy of the [REDACTED]
7 [REDACTED]
8 [REDACTED],
9 is attached to the Brys Dec. as DX 43.A.

10 b. A true and correct copy of the [REDACTED]
11 [REDACTED]
12 [REDACTED]
13 [REDACTED], is attached to the Brys Dec. as DX 43.B.

14 c. A true and correct copy of the [REDACTED]
15 [REDACTED]
16 [REDACTED]
17 [REDACTED], is attached to the Brys Dec. as DX 43.C.

18 5. The [REDACTED]
19 [REDACTED]. DX 43.A, Remediation Plan at 1.

20 Among other things, the Remediation Plan [REDACTED]
21 [REDACTED]
22 [REDACTED]
23 [REDACTED]
24 [REDACTED] *Id.*

25 6. [REDACTED]
26 [REDACTED]
27 [REDACTED]
28 [REDACTED] *Id.* at 2. As the

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[REDACTED]

[REDACTED]

[REDACTED] *Id.*

7. Prior to the implementation of the Remediation Plan, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED].

8. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *See id.* at 5. [REDACTED]

[REDACTED]

[REDACTED].

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.* at 4. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.* at 4, n.16.

10. Under the Remediation Plan, [REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED] *Id.* at 2.

11. The Remediation Plan also [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] *Id.* [REDACTED]

[REDACTED]

[REDACTED].

12. BANA's remediation efforts and implementation of the Remediation

Plan were [REDACTED]

[REDACTED]

[REDACTED].

13. BANA's remediation efforts and implementation of the Remediation

Plan were [REDACTED]

[REDACTED].

14. BANA's remediation efforts and implementation of the Remediation

Plan were [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BANA No Longer Provides EDD Prepaid Debit Card Services.

15. BANA and EDD agreed that the EDD Agreement would not be renewed, and BANA would cease providing prepaid debit card services to EDD cardholders, effective February 15, 2024.

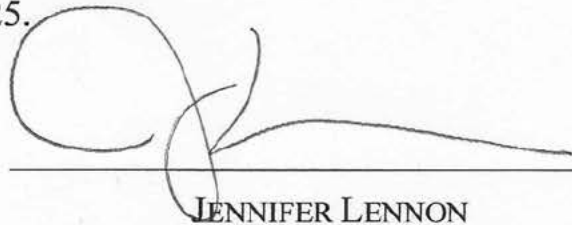
16. As of February 15, 2024, BANA no longer sets up or issues new prepaid cards nor receives funds for cardholders for the EDD UI benefits program.

1 17. Beginning on February 15, 2024, EDD stopped funding any benefits that
2 were previously distributed through BANA's prepaid debit cards. Instead, EDD
3 transitioned to a new vendor, Money Network, for the distribution of unemployment,
4 disability, and Paid Family Leave benefits.

5 18. EDD publicly announced the transition from BANA to Money Network
6 on December 1, 2023, and informed BANA that it notified all active EDD benefits
7 recipients (i.e., those who were eligible to receive benefits as of January 2024), of
8 the transition from BANA to Money Network, and that these individuals had been
9 sent a new Money Network card for future EDD benefits loads.

10 19. In connection with this transition, all BANA EDD prepaid cards were
11 closed on or before May 5, 2024, and the EDD Agreement officially expired in July
12 2025.

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14 I declare under the penalty of perjury that the foregoing is true and correct.
15 Executed on this 16th day of October, 2025.

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JENNIFER LENNON