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6

7 *Attorneys for Plaintiff and the Proposed Class*
8
9

10 UNITED STATES DISTRICT COURT
11 FOR THE NORTHERN DISTRICT OF CALIFORNIA

12 PAULA SPARKMAN, on behalf of herself
and all others similarly situated,

13 Plaintiff,

14 v.
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16 COMERICA BANK, a foreign corporation,
CONDUENT BUSINESS SERVICES, LLC, a
17 foreign limited liability corporation,

18 Defendants.
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Case No. 3:23-cv-02028

CLASS ACTION COMPLAINT

DEMAND FOR JURY TRIAL

1 **I. NATURE OF ACTION**

2 1. Plaintiff Paula Sparkman is a single mother who relies on the child support funds
3 she receives through California’s “Way2Go Card” program to care for her daughter. The
4 Way2Go Card is a prepaid debit card issued by Defendants Comerica Bank and Conduent
5 Business Services. When Ms. Sparkman’s card was stolen and a series of unauthorized charges
6 drained more than a \$1,000 from her account, Defendants refused to help.

7 2. Defendants Comerica Bank and Conduent Business Services are required by
8 federal law to return funds taken from a consumer in unauthorized transactions. Defendants also
9 promised that “Mastercard’s Zero Liability Protection assures you do not lose any funds if your
10 Card is lost or stolen.”

11 3. When Ms. Sparkman promptly reported her card stolen, Defendants denied her
12 claim because they “could not confirm the fraud occurred” and claimed to have received
13 “conflicting information.” Defendants have not credited any of the stolen funds back to Ms.
14 Sparkman’s account.

15 4. Ms. Sparkman brings this action on behalf of herself and other Californians who
16 have reported unauthorized transactions but have not received those funds back because
17 Defendants could not confirm the fraud occurred based on shoddy investigation practices and
18 failure to communicate effectively with account holders who dispute unauthorized charges.

19 **II. JURISDICTION AND VENUE**

20 5. This Court has jurisdiction under 28 U.S.C. § 1331 and 15 U.S.C. § 1693m(g)
21 because Ms. Sparkman’s Electronic Funds Transfer Act Claim arises under federal law.

22 6. This Court has supplemental jurisdiction under 28 U.S.C. § 1367 to resolve Ms.
23 Sparkman’s claims arising under California law for breach contract and statutory violations.

24 7. This is the proper venue because a substantial part of the events or omissions
25 giving rise to Ms. Sparkman’s and the Class’s claims occurred in this district. 28 U.S.C.
26 § 1391(b)(2). Defendant Comerica Bank also operates numerous branches within this district.

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1 **III. PARTIES**

2 8. Plaintiff Paula Sparkman is a natural person domiciled in Tehama County,
3 California.

4 9. Defendant Comerica Bank is a Texas state chartered commercial bank with its
5 corporate headquarters in Dallas, Texas.

6 10. Defendant Conduent Business Services, LLC is a Delaware limited liability
7 corporation with its corporate headquarters in Florham Park, New Jersey.

8 **IV. FACTUAL ALLEGATIONS**

9 11. Paula Sparkman is a single mother who lives with her daughter in Red Bluff,
10 California.

11 12. All child support payments in California are made through California Child
12 Support Services. California Child Support Services contracts with Defendants to disburse child
13 support payments to recipients through prepaid debit cards.

14 13. Ms. Sparkman receives court ordered child support from her child’s father
15 through California’s Way2Go Card® Prepaid Mastercard.® Ms. Sparkman has had a Way2Go
16 Card since approximately 2020 when California Child Support Services contracted with
17 Defendants to issue payments by prepaid debit card. Ms. Sparkman has used a prepaid debit card
18 to access child support funds since 2015.

19 14. Defendants’ Way2Go Card informational sheet promises: “Mastercard’s Zero
20 Liability Protection assures you do not lose any funds if your Card is lost or stolen.”

21 15. Defendants’ Terms of Use also say that if the account holder notifies Defendants
22 within two business days after learning that a card was lost or stolen, a PIN was compromised, or
23 unauthorized transactions were made then “you can lose no more than \$50.”

24 16. Defendants’ Terms of Use further provide that if the account holder notifies
25 Defendants more than two days after learning of the loss, theft, or unauthorized use of the
26 account holder’s Way2Go Card, and Defendants can show that they could have stopped the
27 unauthorized transactions if they had been informed sooner, then the account holder “could lose
28 as much as \$500,” but not more.

1 17. Defendants’ Terms of Use further provide that the account holder “will not be
2 responsible for unauthorized use of your Card.”

3 18. On November 29 or 30, 2022, Ms. Sparkman’s Way2Go Card was stolen out of
4 her parked car.

5 19. Ms. Sparkman called the Way2Go Card Program on December 1, 2022, and
6 reported the card stolen. Defendants assigned Ms. Sparkman’s claim the following Tracking ID:
7 1-6950303458. Defendants’ agent told Ms. Sparkman that Defendants could not stop the
8 unauthorized charges from going through and that Ms. Sparkman could not dispute the
9 fraudulent charges until they went through.

10 20. Defendants issued Ms. Sparkman a replacement Way2Go Card within 5-7 days
11 after she reported her card stolen.

12 21. Defendants’ agent told Ms. Sparkman would receive paperwork to dispute the
13 unauthorized transactions within ten days. She never received the paperwork.

14 22. Ms. Sparkman followed up with Defendants by phone many times, including on
15 December 9, 2022, when Defendants directed her to hand write out the list of charges she
16 disputed.

17 23. On approximately December 13, 2022, Ms. Sparkman emailed to Defendants a
18 handwritten list of 21 disputed charges made using her card on November 30 and December 1,
19 2022. The charges total more than \$1,000. She sent a photo of the handwritten list via email as
20 directed by one of Defendants’ agents.

21 24. The unauthorized charges on Ms. Sparkman’s account were made without entry
22 of a PIN. They were instead processed as credit transactions with a signature.

23 25. Ms. Sparkman always uses her PIN to make purchases with her Way2Go Card.
24 She never signs for charges on the card.

25 26. Ms. Sparkman filed a police report with the Red Bluff Police Department
26 reporting the stolen card and fraudulent charges.

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1 27. Ms. Sparkman received no paperwork from Defendants until after she made
2 repeated follow up calls and was eventually told that Defendants had already denied her claim
3 for reimbursement of the disputed charges.

4 28. On approximately January 5, 2023, Defendants mailed Ms. Sparkman a packet of
5 information that included reprinted copies of letters dated December 1, 2022 and December 14,
6 2022. Ms. Sparkman had not previously received either letter from Defendants.

7 29. Defendants' letter dated December 1, 2022 acknowledged receipt of Ms.
8 Sparkman's complaint the same date. Defendants' other records confirm that Defendants opened
9 her dispute claim on December 1, 2022, the day after she discovered the card was stolen.

10 30. Defendants' letter to Ms. Sparkman dated December 14, 2022, is on letterhead
11 from the Go Program Fraud Services Department. The letter denies Ms. Sparkman's claim for
12 reimbursement for the unauthorized transactions. The letter states the following grounds for the
13 denial (1) "we found a conflict in the information provided by you and the information resulting
14 from our research"; and (2) "we cannot confirm that fraud occurred."

15 31. The December 14 letter appears to be form letter and includes in the lower left
16 corner the following identifying code: "FRD7-GO-v01."

17 32. Ms. Sparkman continued to follow up with Defendants by phone and email,
18 including by submitting an appeal of Defendants' decision not to reimburse the stolen funds.
19 Defendants have not credited the stolen funds to Ms. Sparkman's account.

20 33. Ms. Sparkman was shocked and upset to learn that Defendants did not promptly
21 cancel the pending transactions or credit her account after she reported her card stolen. Without
22 the missing funds, Ms. Sparkman could not afford to host her daughter's birthday party—despite
23 invitations already having been sent before the theft. Ms. Sparkman was also unable to purchase
24 a Christmas tree or many gifts. She has suffered anxiety, humiliation, and worry as a result of
25 Defendants' conduct.

26 34. Despite their obligation under the Electronic Fund Transfer Act ("EFTA"),
27 15 U.S.C. § 1693, *et seq.*, to promptly credit Ms. Sparkman's account, and their contractual
28

1 promises that she would not lose money or would lose only a small amount if her card was
2 stolen, Defendants refused to credit the amounts of the stolen funds.

3 **V. CLASS ALLEGATIONS**

4 35. Ms. Sparkman brings this case as a proposed class action under Federal Rule of
5 Civil Procedure 23. The proposed Class and Sub-Class are defined as follows:

6 **Class:** All persons issued a California Way2Go Card® Prepaid Mastercard® who
7 (1) notified Defendants that one or more charges on their account were
8 unauthorized or disputed; and (2) were denied reimbursement on the grounds that
9 Defendants (i) could not confirm fraud occurred; or (ii) found a conflict in
information provided during an investigation, through the date of any class
certification order in this action.

10 **EFTA Sub-Class:** All persons in the Class who (1) were denied on or after April
11 27, 2022 through the date of any class certification order in this action and (2)
12 whose denial was with regard to a disputed charge (or charges) totaling more than
\$50.

13 36. Plaintiff reserves the right to amend or modify the proposed class and sub-class
14 definitions or add other proposed subclasses based on information obtained after the filing of this
15 Complaint.

16 37. **Numerosity** under Federal Rule 23(a)(1) is satisfied.

17 38. There are at least thousands of Californians who receive payments on California
18 Way2Go Cards issued by Defendants.

19 39. Unauthorized charges resulting from theft, loss of cards, and fraud is common and
20 Defendants' standard practices for investigating and denying reimbursement of funds to fraud
21 victims therefore injured at least 40 other people. As a result, the class is sufficiently numerous
22 that joinder of all members is impracticable.

23 40. The number of class members, their identities, and their contact information can
24 be found in Defendants' records.

25 41. There are **questions of law and fact common** to the class members under Rule
26 23(a)(2), including:
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1 a) Whether Defendants have a standardized practice of denying
2 reimbursement for transactions disputed by consumers unless the consumer establishes the
3 transactions were not authorized;

4 b) Whether Defendants’ denial of disputes on the grounds that they could not
5 confirm fraud occurred is unlawful under the EFTA;

6 c) Whether Defendants’ denial of disputes on the grounds that they found a
7 conflict information during their investigation is unlawful under the EFTA;

8 d) Whether Defendants’ denial of disputes on the grounds that they could not
9 confirm fraud occurred breaches Defendants’ contractual promises;

10 e) Whether Defendants’ denial of disputes on the grounds that they found a
11 conflict information during their investigation breaches Defendants’ contractual promises;

12 f) Whether Defendants’ investigations of disputed transactions are
13 inadequate, unreasonable, or unfair;

14 g) Whether Defendants’ Terms of Use contain unconscionable, illegal, void,
15 or unenforceable provisions pertaining to choice of law, waiver of jury trial rights, and waiver of
16 rights under Rule 23;

17 h) Whether Defendants business practices were unlawful or unfair under
18 California’s Unfair Competition Law; and

19 i) The remedies available to Plaintiff and the Class.

20 42. Ms. Sparkman’s claims are **typical** of the proposed Class members claims under
21 Rule 23(a)(3). Ms. Sparkman disputed unauthorized charges and Defendants denied her claim for
22 reimbursement of the disputed charges on the grounds that Defendants received conflicting in
23 information during their investigation and could not confirm that fraud occurred.

24 43. Ms. Sparkman is an **adequate** class representative under Rule 23(a)(3) because
25 she will fairly and adequately the interests of the Class members. She has no interests that
26 conflict with interests of other Class members. She has retained counsel who are experienced
27 trial lawyers, have prosecuted many consumer class actions, and have the resources to vigorously
28 prosecute the action.

1 44. The common questions outlined above **predominate** over any individual issues
2 under Rule 23(b)(3).

3 45. A class action is **superior** to individual actions under Rule 23(b)(3) because the
4 damages suffered by each Class member are likely to be relatively small and absent class
5 litigation, many members of the proposed Class would likely receive no relief at all.

6 46. The Class's claims for injunctive relief can be certified under Federal Rule of
7 Civil Procedure 23(b)(2) because Defendants act on grounds generally applicable to the Class
8 such that declaratory and injunctive relief with respect to the Class as a whole is appropriate.

9 **FIRST CAUSE OF ACTION**

10 **(Violations of Electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq.)**

11 47. Ms. Sparkman incorporates by reference all preceding allegations.

12 48. Defendants' California Way2Go Cards are access devices within the meaning of
13 the EFTA and Regulation E. 12 C.F.R. § 205.2(a).

14 49. The EFTA and Regulation E place sharp limitations on consumer liability for
15 unauthorized transactions. *See* 15 U.S.C. § 1693g ("Consumer liability"); 12 C.F.R. § 1005.6
16 ("Liability of consumer for unauthorized transfers").

17 50. The EFTA requires that financial institutions limit consumer liability for
18 unauthorized electronic funds transfers to \$50 if the consumer notifies the bank within two
19 business days after learning of the loss or theft of an access device such as a prepaid debit card.
20 12 C.F.R. § 205.6(b)(1).

21 51. The EFTA places the burden of proof on the financial institution to demonstrate
22 that challenged transfers were authorized or, if they were unauthorized, that the consumer can be
23 held liable for them. 15 U.S.C. § 1693g(b).

24 52. Specifically, under Section 1693g(b), Defendants' must show that the disputed
25 transfer was authorized:

26 **BURDEN OF PROOF.**--In any action which involves a consumer's liability for an
27 unauthorized electronic fund transfer, the burden of proof is upon the financial
28 institution to show that the electronic fund transfer was authorized or, if the
electronic fund transfer was unauthorized, then the burden of proof is upon the

1 financial institution to establish that the conditions of liability set forth in subsection
2 (a) have been met, and, if the transfer was initiated after the effective date of section
3 905, that the disclosures required to be made to the consumer under section
4 905(a)(1) and (2) were in fact made in accordance with such section.

5 53. As a Federal Reserve Board Examiner has explained, “When the alleged error is
6 an unauthorized EFT, the EFTA places the burden of proof on the financial institution to
7 establish the transaction was authorized. Therefore, if the institution cannot establish the disputed
8 EFT transaction was authorized, the institution must credit the consumer’s account.”¹

9 54. Defendants explicitly reverse that burden, regularly denying claims on grounds
10 that they “cannot confirm that fraud occurred” or found “conflicting information.”

11 55. Defendants acts and omissions set forth above violate the EFTA.

12 56. As a direct and proximate result of Defendants’ violations of the EFTA, Ms.
13 Sparkman and members of the EFTA Sub-Class are entitled to an award of statutory and actual
14 damages as well as attorney’s fees and costs.

15 57. Defendants’ inadequate investigations and imposition of the burden of proof on
16 the consumer contrary to the statute is a violation of 1693f(e), entitling Ms. Sparkman and all
17 EFTA Sub-Class members to treble damages.

18 **SECOND CAUSE OF ACTION**
19 **(Breach of Contract)**

20 58. Ms. Sparkman incorporates by reference all preceding allegations.

21 59. Defendants promised that, under “Mastercard’s Zero Liability Protection,” Ms.
22 Sparkman and members of the Class would “not lose any funds if your Card is lost or stolen.”
23 This is an enforceable contract between Defendants and California Way2GO cardholders.

24 ¹ Scott Sonbuchner, *Error Resolution and Liability Limitations Under Regulations E and Z:*
25 *Regulatory Requirements, Common Violations, and Sound Practices*, Consumer Compliance
26 Outlook (2021), available at [https://www.consumercomplianceoutlook.org/2021/second-](https://www.consumercomplianceoutlook.org/2021/second-issue/error-resolution-and-liability-limitations-under-regulations-e-and-z/)
27 [issue/error-resolution-and-liability-limitations-under-regulations-e-and-z/](https://www.consumercomplianceoutlook.org/2021/second-issue/error-resolution-and-liability-limitations-under-regulations-e-and-z/). See also, *Exarhos v.*
28 *JPMorgan Chase Bank, N.A.*, 2021 U.S. Dist. LEXIS 135292, at *5-6 (N.D. Ill. July 20, 2021);
Acafrao v. United States Century Bank, 2010 U.S. Dist. LEXIS 162849, at *22 (S.D. Fla. Aug. 9,
2010); *Brown v. Bank of Am., N.A.*, 2022 U.S. Dist. LEXIS 108749, at *4 (D. Md. June 17,
2022).

1 60. Defendants promised that if the account holder notifies Defendants within two
2 business days after learning that a card was lost or stolen, a PIN was compromised, or
3 unauthorized transactions were made, then “you can lose no more than \$50.”

4 61. Defendants promised that if the account holder notifies Defendants more than two
5 days after learning of the loss, theft, or unauthorized use of the account holder’s Way2Go Card,
6 and Defendants can show that they could have stopped the unauthorized transactions if they had
7 been informed sooner, then the account holder “could lose as much as \$500,” but not more.

8 62. Defendants promised that the account holder “will not be responsible for
9 unauthorized use of your Card.”

10 63. Defendants breached their promises by failing to reimburse California Way2Go
11 card holders for unauthorized transactions.

12 64. Defendants breached their promises by failing to properly investigate disputed
13 transactions, putting the onus on consumers to establish that fraud occurred, and denying valid
14 claims on the basis of “conflicting” information.

15 65. Ms. Sparkman and the Class were harmed in the amount of the sums not credited
16 back to their accounts as Defendants promised.

17 66. As a direct and proximate result of Defendant’s breach Ms. Sparkman and
18 members of the Class are entitled to an award of nominal and actual damages.

19 **THIRD CAUSE OF ACTION**
20 **(Unlawful Business Practices in Violation of California Unfair Competition Law, Cal. Bus.**
21 **& Prof. Code § 17200 et seq.)**

22 67. Ms. Sparkman incorporates by reference all preceding allegations.

23 68. California’s Unfair Competition Law (UCL) prohibits any “unlawful, unfair, or
24 fraudulent business act or practice.” Cal. Bus. & Prof. Code § 17200 *et seq.*

25 69. Defendants’ business practices fail to comply with the requirements of the EFTA
26 and Regulation E and are therefore unlawful under the UCL.

27 70. The EFTA places sharp limitations on consumer liability for unauthorized
28 transactions. *See* 15 U.S.C. § 1693g (“Consumer liability”); 12 C.F.R. § 1005.6 (“Liability of

1 consumer for unauthorized transfers”).

2 71. The EFTA requires that financial institutions limit consumer liability for
3 unauthorized electronic funds transfers to \$50 if the consumer notifies the bank within two
4 business days after learning of the loss or theft of an access device such as a prepaid debit card.
5 12 C.F.R. § 205.6(b)(1).

6 72. The EFTA places the burden of proof on the financial institution to demonstrate
7 that challenged transfers were authorized or, if they were unauthorized, that the consumer can be
8 held liable for them. 15 U.S.C. § 1693g(b).

9 73. Defendants failed to comply with the requirements of the EFTA and Regulation
10 E.

11 74. Under the UCL, Ms. Sparkman and the Class may enjoin these acts and practices
12 and obtain restitution of all funds retained by Defendants by reason of or through the use of these
13 unlawful acts or practices.

14 75. Ms. Sparkman individually and on behalf of all members of the general public
15 who are, have been, or may be subjected to Defendants’ unlawful business acts and practices are
16 entitled to declaratory and preliminary and permanent injunctive relief prohibiting such practices
17 in the future, and other orders as may be necessary to restore to any person in interest, any
18 money or property, Defendants retained by means of such unlawful business practices. Because
19 consumers who receive payments through California’s Child Support Services and other
20 California programs cannot choose a different prepaid debit card program, they are likely to be
21 injured by Defendants’ conduct in the future.

22 76. In addition, Ms. Sparkman and the Class may recover reasonable attorneys’ fees,
23 costs, and expenses incurred in bringing this action under California Code of Civil Procedure
24 § 1021.5.

25 **FOURTH CAUSE OF ACTION**
26 **(Unfair Business Practices in Violation of California Unfair Competition Law,**
27 **Cal. Bus. & Prof. Code § 17200)**

28 77. Ms. Sparkman incorporates by reference all preceding allegations.

1 78. Defendants' acts or practices, including failure to properly investigate
2 cardholder's disputes, placement of the onus on cardholder to prove that transactions are
3 fraudulent, and failure to promptly credit cardholder's accounts for fraudulent transactions
4 despite both legal obligations and promises to do so, are unfair.

5 79. Ms. Sparkman and the Class lost money as a result of Defendants' unfair
6 violations of the UCL, specifically the amounts they were entitled to be reimbursed for
7 fraudulent transactions but did not receive.

8 80. Under the UCL, Ms. Sparkman and the Class may enjoin these acts and practices
9 and obtain restitution of all funds retained by Defendants by reason of and through the use of
10 these unlawful acts and practices.

11 81. Ms. Sparkman individually and on behalf of all members of the general public
12 who are, have been, or may be subjected to Defendants' unfair business acts and practices are
13 entitled to declaratory and injunctive relief prohibiting such practices in the future, and other
14 orders as may be necessary to restore to any person in interest, any money or property,
15 Defendants retained by means of such unfair business practices. Because consumers who receive
16 payments through California's Child Support Services and other California programs cannot
17 choose a different prepaid debit card program, they are likely to be injured by Defendants'
18 conduct in the future.

19 82. Ms. Sparkman and the Class may recover reasonable attorneys' fees, costs, and
20 expenses incurred in bringing this action under California Code of Civil Procedure § 1021.5.

21 **VI. PRAYER FOR RELIEF**

22 Ms. Sparkman seeks judgment in her favor and damages against Defendants, and:

23 A. An order certifying this case as a class action under Federal Rule of Civil
24 Procedure 23 appointing Ms. Sparkman as Class Representative and her attorneys as Class
25 Counsel;

26 B. An award of all damages to which Ms. Sparkman and the Class are entitled
27 including actual damages, treble damages, statutory damages, nominal damages;

28 C. Restitution;

1 D. Prejudgment interest;

2 E. An award of attorneys' fees and costs; and

3 F. Injunctive relief precluding Defendants from continuing to engage in the acts or
4 practices described throughout this complaint when handling disputes received from California
5 Way2Go Card cardholders.

6 **VII. DEMAND FOR JURY TRIAL**

7 Ms. Sparkman demands a trial by jury on all claims so triable.

8 RESPECTFULLY SUBMITTED AND DATED this 26th day of April, 2023.

9 TERRELL MARSHALL LAW GROUP PLLC

10 By: /s/ Beth E. Terrell, CSB #178181

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Attorneys for Plaintiff and the Proposed Class

ATTESTATION

Pursuant to Civil L.R. 501(h)(3), the undersigned attests that each of the other Signatories have concurred in the filing of the document.

Dated: April 26, 2023

By: /s/ Sophia M. Rios
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CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Paula Sparkman, on behalf of herself and all others similarly situated

(b) County of Residence of First Listed Plaintiff Tehama County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Sophia M. Rios, Berger Montague PC, 401 B Street, Suite 2000, San Diego, CA 92101; Tel: (619) 489-0300

DEFENDANTS

Comerica Bank, a foreign corporation, Conduent Business Services, LLC, a foreign limited liability corporation

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 15 U.S.C. 1693 et seq and 28 U.S.C. 1331

Brief description of cause:

violations of the electronic funds transfer act, breach of contract, and unfair business practices

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$

CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE

DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only)

- SAN FRANCISCO/OAKLAND
SAN JOSE
EUREKA-MCKINLEYVILLE

DATE 04/26/2023

SIGNATURE OF ATTORNEY OF RECORD

/s/ Sophia M. Rios