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 Superior Court of California  
 County of San Diego  
**08/15/2023** at 11:52:30 PM  
 Clerk of the Superior Court  
 By Brandon Krause, Deputy Clerk

7 Attorneys for Plaintiff, on behalf of himself and all others similarly situated

8 **SUPERIOR COURT OF CALIFORNIA**  
 9 **BY AND FOR THE COUNTY OF SAN DIEGO**

10 JEFFREY CHEN, on behalf of himself and  
 11 all others similarly situated

12 Plaintiff,

13 v.

14 BANK OF AMERICA CORPORATION, a  
 Delaware corporation; and DOES 1-100,  
 15 inclusive

16 Defendants.

CASE NO. 37-2023-00035069-CU-MC-CTL

**CLASS COMPLAINT FOR  
 VIOLATIONS OF:**

**(1) THE CONSUMER LEGAL  
 REMEDIES ACT (Civil Code § 1750, et  
 seq.);**

**(2) THE FALSE ADVERTISING LAW  
 (Business and Professions Code § 17500,  
 et seq.); and**

**(3) THE UNFAIR COMPETITION  
 LAW (Business & Professions Code §  
 17200, et seq.).**

**DEMAND FOR JURY TRIAL**

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1 Class Representative Plaintiff Jeffrey Chen (“Plaintiff”), by and through his attorneys,  
2 individually and on behalf of others similarly situated, alleges upon information and belief as  
3 follows:

4 **INTRODUCTION**

5 1. This is a consumer class complaint seeking restitution of all monies unlawfully  
6 earned by Defendant Bank of America Corporation (“BOA” and/or “Defendants”) for the Bill Pay  
7 autopay program (“Bill Pay”) on their credit cards (“Credit Card”). Defendants have consistently  
8 failed to inform the public, including Plaintiff, that Bill Pay will be automatically cancelled after a  
9 certain amount of time that a Credit Card is inactive.

10 2. This is a class action alleging violations of the Consumer Legal Remedies Act  
11 (“CLRA”), Civil Code § 1750, *et seq.*, the False Advertising Law (“FAL”), Business & Professions  
12 Code § 17500, *et seq.*, and the Unfair Competition Law (“UCL”), Business & Professions Code  
13 §17200, *et seq.*, that seeks, among other things, injunctive relief, restitution, and disgorgement to  
14 remedy Plaintiff, a holder of the Credit Card resulting decades of Defendants' on-going failure to  
15 inform their clients that Bill Pay will be automatically cancelled after a certain amount of time that  
16 a Credit Card is inactive. This action further seeks to remedy Defendants' unfair, unlawful, and  
17 fraudulent business practices, and to ensure that all California consumers are warned that their Bill  
18 Pay registration will be automatically cancelled if they do not use their Credit Card for a certain  
19 period of time before registering for Bill Pay and/or availing of the Credit Card.

20 3. This class action is brought on behalf of Plaintiff and a putative class defined as all  
21 clients of Defendant whose credit cards are enrolled under the Bill Pay autopay program (“the  
22 “Class,” or the “Class Members”).

23 4. Class Representative Plaintiff does not seek any relief greater than or different from  
24 the relief sought for the Class of which Plaintiff is a member. The action, if successful, will enforce  
25 an important right affecting the public interest and would confer a significant benefit, whether  
26 pecuniary or non-pecuniary, for a large class of persons. Private enforcement is necessary and  
27 places a disproportionate financial burden on Class Representative Plaintiff in relation to Class  
28 Representative Plaintiff’s stake in the matter.

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**PARTIES, VENUE AND JURISDICTION**

5. This Court has jurisdiction over this action under California Code of Civil Procedure § 410.10. The aggregated amount of damages incurred by Plaintiff and the Class exceeds the \$25,000 jurisdictional minimum of this Court. The amount in controversy as to the Plaintiff individually and each individual Class member does not exceed \$75,000, including interest and any pro rata award of attorneys’ fees, costs, and damages. Venue is proper in this Court under California Bus. & Prof. Code § 17203, Code of Civil Procedure §§ 395(a) and 395.5 because Defendant does business in the State of California and in the County of San Diego. Defendant does business in the County of San Diego, which has caused both obligations and liability of Defendant to arise in the County of San Diego.

6. Class Representative Plaintiff Jeffrey Chen is a citizen of the State of California, and a resident of San Diego County. For several years now, Plaintiff is a holder of Defendant’s Credit Card and enrolled in the Bill Pay autopay program. In or about June 2023, Plaintiff found out that his autopay registration was automatically cancelled and he was unenrolled from the Bill Pay program since he has not used his Credit Card for about a year now. Plaintiff belatedly found out that his enrolled autopay accounts were no longer being paid, causing them to be overdue and reported to the credit bureaus, thereby impacting Plaintiff’s credit rating. Had Plaintiff been aware that Bill Pay would be automatically cancelled due to non-use of the Credit Card, Plaintiff would never have enrolled in the program.

7. Defendant Bank of America Corporation is a Delaware corporation that is transacting and conducting substantial business within the State of California. Bank of America is one of the world's largest financial institutions, serving individuals, small- and middle-market businesses and large corporations with a full range of banking, investing, asset management and other financial and risk management products and services. The company serves approximately 56 million U.S. consumer and small business relationships. It is among the world's leading wealth management companies and is a global leader in corporate and investment banking and trading. Among the products Defendants offer is a Credit Card that can be enrolled in a Bill Pay autopay program.



1           13. Defendants' more detailed section on their website on the Bill Pay program  
2 contained in the How Online Bill Pay Works<sup>2</sup> section provides demos on how to use Bill Pay.  
3 Unfortunately, it is utterly lacking in providing warnings of how non-use of the Credit Card could  
4 lead to the automatic cancellation of the Bill Pay registration, non-payment of the enrolled bills  
5 causing them to be overdue, reported to the credit bureaus, and thereby affecting Plaintiff and the  
6 Class' credit standings.

7           14. Finally, Defendants provide a more detailed explanation on the features of Bill Pay  
8 and how it works in the Bill Pay and eBills FAQs<sup>3</sup> section of their website. While Defendants could  
9 have used this space and opportunity to discuss the requirement of continued use of the Credit Card  
10 to keep the Bill Pay registration active, they negligently failed to do so.

11           15. Defendants made false statements to Plaintiff, the Class Members, the general  
12 public, news media and government agencies regarding the Credit Card and the Bill Pay program,  
13 which, in turn, proximately caused Plaintiff's and the Class Members' harm through intentional  
14 efforts to deceive the general public and regulatory authorities as to the Credit Card and the Bill  
15 Pay program.

16           16. Because of Defendants' false statements and lack of disclosure, Plaintiff and the  
17 Class Members were erroneously assured that their bills were being paid continuously even if they  
18 were not using the Credit Card, only to find out later on that their registration to the Bill Pay  
19 program has been automatically cancelled, their bills were now overdue, and their credit ratings  
20 affected because these overdue accounts were reported to the credit bureaus.

21           17. To this day, many Class Members and consumers remain unaware of Defendants'  
22 practice of automatically cancelling Bill Pay registrations when a Credit Card has not been used for  
23 a certain period of time.

24           18. Defendants have always failed to disclose in their marketing materials and Credit  
25 Card Agreement that Bill Pay registrations will be automatically cancelled due to Credit Card  
26 inactivity.

27           19. Defendants, collectively and through explicit agreement and consciously parallel  
28 behavior, controlled the level of knowledge and information available to the public, including

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<sup>2</sup> <https://promotions.bankofamerica.com/digitalbanking/mobilebanking/billpay>, last visited 6/11/2023.

<sup>3</sup> <https://www.bankofamerica.com/online-banking/ebills-faqs/>, last visited 6/11/2023.

1 Plaintiff and the Class, regarding the automatic cancellation of Bill Pay registrations for non-use  
2 of a Credit Card.

3 20. Defendants, through agreement and consciously parallel behavior, knowingly  
4 and intentionally withheld this information on Bill Pay automatic cancellation, released, published  
5 and disseminated inaccurate and misleading data, containing misinformation and false  
6 statements regarding the need for Credit Card use to maintain a Bill Pay registration.

7 21. Defendants, deliberately chose to ignore the impact of this non-disclosure on the  
8 credit standings of Plaintiff and the Class Members and embarked upon a plan of deception  
9 intended to deprive the public at large in this State and elsewhere, including Plaintiff and the Class,  
10 of the effect of non-use of a Credit Card on the Bill Pay registration, which information remained  
11 in Defendants' exclusive possession and under their exclusive control.

12 22. Defendants conspired and/or acted in concert with each other and/or with other  
13 entities through agreement and consciously parallel behavior to falsely represent and withhold from  
14 consumers including Plaintiff and the Class Members information that a Bill Pay registration will  
15 be automatically cancelled if the Credit Card is not used for a certain period of time, which would  
16 lead to the bills linked to that registration to be overdue, reported to the credit bureaus, and thereby  
17 affecting their credit standings.

18 23. Plaintiff and the Class reasonably, and in good faith, relied upon the false and  
19 fraudulent representations made by Defendants regarding the Bill Pay program and were, therefore,  
20 deprived of an opportunity to make informed decisions concerning enrolling their Credit Card in  
21 the Bill Pay program.

22 24. Government regulatory bodies, and ultimately Plaintiff, the Class, and the general  
23 consuming public of this State, directly and/or indirectly relied upon Defendants' false  
24 representations regarding the Bill Pay program.

25 ~~25. Defendants, through agreement and consciously parallel behavior, intentionally~~  
26 failed to warn consumers, including Plaintiff, the Class, and the general consuming public in this  
27 State, of the serious effect that non-use of the Credit Card can have on their Bill Pay enrollment  
28 and their credit standing.

1           26. It should be further noted that BOA charges numerous fees if a Credit Card is past  
2 due such as a late fee of \$19 if the balance is \$100 or less, and up to a maximum of \$49 on a balance  
3 of \$5,000 or more; plus a penalty APR of 29.99% may apply to the current balance (not just the  
4 past-due balance, but everything posted to the credit card account).

5           27. At all times relevant to this action, Defendants have knowingly exposed  
6 California consumers to risks of having negative and/or lower credit standings without clear and  
7 reasonable warning to such individuals.

8           28. At all times relevant to this action, Defendants have failed to warn California  
9 consumers, including Plaintiff and the Class, on the effect of the non-use of a Credit Card on one's  
10 Bill Pay registration.

11           29. At all times relevant to this action, Defendants have failed to place a clear and  
12 reasonable warning regarding the Bill Pay registration on their marketing materials.

13           30. At all times relevant to this action, Defendants have failed to place a clear and  
14 reasonable warning regarding the Bill Pay registration on their branches.

15           31. At all times relevant to this action, Defendants have failed to place a clear and  
16 reasonable warning regarding the Bill Pay registration on their website and other social media  
17 accounts.

18           32. Further, by failing to place a clear and reasonable warning on their websites,  
19 products, or advertising, Defendants both actively and passively asserted to Plaintiff, the Class, and  
20 the general consuming public, that their bills will be automatically paid once they are enrolled in  
21 the Bill Pay program, when, as alleged above, they were not if the Credit Card was not used for a  
22 certain amount of time.

23           33. For several years now, Plaintiff is a holder of Defendant's Credit Card and enrolled  
24 in the Bill Pay autopay program. In or about June 2023, Plaintiff found out that his autopay  
25 registration was automatically cancelled and he was unenrolled from the Bill Pay program since he  
26 has not used his Credit Card for about a year now. Plaintiff belatedly found out that his enrolled  
27 autopay accounts were no longer being paid, causing them to be overdue and reported to the credit  
28 bureaus, thereby impacting Plaintiff's credit rating.

1 34. Upon further research, Plaintiff learned that this issue has impacted a lot of  
2 Defendants' clients, who, like Plaintiff, were unaware that because of the non-use of their Credit  
3 Card, their Bill Pay registrations were cancelled, their bills were left unpaid and overdue and  
4 reported to the credit bureaus, negatively affecting their credit ratings.

5 **CLASS ACTION ALLEGATIONS**

6 35. Class Representative Plaintiff brings this action on his own behalf and on behalf of  
7 all other persons similarly situated. The putative class that Class Representative Plaintiff seeks to  
8 represent is composed of:

9 All clients of Defendant whose credit cards are enrolled under the Bill Pay autopay  
10 program (hereinafter the "Class").

11 Excluded from the Class are the natural persons who are directors, and officers, of the  
12 Defendant. Class Representative Plaintiff expressly disclaims that he is seeking a class-wide  
13 recovery for personal injuries attributable to Defendant's conduct.

14 36. Plaintiff is informed and believes that the members of the Class are so numerous  
15 that joinder of all members is impracticable. While the exact number of the Class members is  
16 unknown to Class Representative Plaintiff at this time, such information can be ascertained through  
17 appropriate discovery, from records maintained by Defendant.

18 37. There is a well-defined community of interest among the members of the Class  
19 because common questions of law and fact predominate, Class Representative Plaintiff's claims  
20 are typical of the members of the class, and Class Representative Plaintiff can fairly and adequately  
21 represent the interests of the Class.

22 38. Common questions of law and fact exist as to all members of the Class and  
23 predominate over any questions affecting solely individual members of the Class. Among the  
24 questions of law and fact common to the Class are:

- 25 (a) Whether Defendant engaged in unfair or deceptive acts or practices with regard to  
the Credit Card's Bill Pay autopay registration in violation of the Consumer Legal  
Remedies Act ("CLRA");
- 26 (b) Whether Defendant made false and/or misleading statement with regard to the  
Credit Card's Bill Pay autopay registration in violation of the False Advertising Law  
27 ("FAL");
- 28 (c) Whether Defendant engaged in an unfair practice and violated section 17200 of the  
California Business and Professions Code by engaging in unfair or deceptive acts or



1 practices and providing false and/or misleading information with regard to the  
2 Credit Card's Bill Pay autopay registration in violation of the CLRA and FAL;

3 (d) Whether Plaintiff and the Class are entitled to restitution under Business and  
4 Professions Code § 17200;

5 (e) The proper formula(s) for calculating damages, interest, and restitution owed to  
6 Plaintiff and the Class Members;

7 (f) The nature and extent of class-wide damages.

8 Class Representative Plaintiff's claims are typical of those of the other Class members because  
9 Class Representative Plaintiff, like every other Class member, was exposed to virtually identical  
10 conduct and is entitled to the same relief under the FAL, CLRA, and the UCL.

11 39. Class Representative Plaintiff will fairly and adequately protect the interests of the  
12 Class. Moreover, Class Representative Plaintiff has no interest that is contrary to or in conflict with  
13 those of the Class he seeks to represent during the Class Period. In addition, Class Representative  
14 Plaintiff has retained competent counsel experienced in class action litigation to further ensure such  
15 protection and intend to prosecute this action vigorously.

16 40. The prosecution of separate actions by individual members of the Class would create  
17 a risk of inconsistent or varying adjudications with respect to individual members of the Class,  
18 which would establish incompatible standards of conduct for the Defendant in the State of  
19 California and would lead to repetitious trials of the numerous common questions of fact and law  
20 in the State of California. Class Representative Plaintiff knows of no difficulty that will be  
21 encountered in the management of this litigation that would preclude its maintenance as a class  
22 action. As a result, a class action is superior to other available methods for the fair and efficient  
23 adjudication of this controversy.

24 41. Proper and sufficient notice of this action may be provided to the Class members  
25 through direct mail.

26 42. Moreover, the Class members' individual damages are insufficient to justify the cost  
27 of litigation, so that in the absence of class treatment, Defendant's violations of law inflicting  
28 substantial damages in the aggregate would go unremedied without certification of the Class.  
Absent certification of this action as a class action, Class Representative Plaintiff and the members

1 of the Class will continue to be damaged by the deceptive and misleading acts, practices, and  
2 advertising of Defendants.

3 **CAUSES OF ACTION**  
4 **FIRST CAUSE OF ACTION**  
5 **Violation of the Consumers Legal Remedies Act**  
6 **[Civil Code § 1750 *et seq.*]**  
7 **(Against All Defendants)**

8 43. The allegations of the preceding paragraphs are incorporated by reference as if fully  
9 set forth herein.

10 44. The Credit Card and the Bill Pay program are “goods” within the meaning of the  
11 CLRA, Civil Code sections 1761(a) and 1770.

12 45. Each Defendant is a “person” within the meaning of the CLRA, Civil Code sections  
13 1761(c) and 1770.

14 46. Holders of the Credit Card enrolled in the Bill pay program, including Plaintiff and  
15 the Class, are “consumers” within the meaning of the CLRA, Civil Code sections 1761(d) and 1770.

16 47. Plaintiff’s and the Class Members’ availment of the Credit Card and the subsequent  
17 enrollment to the Bill Pay program constitute “transactions” within the meaning of the CLRA, Civil  
18 Code sections 1761(e) and 1770.

19 48. Defendants’ unfair or deceptive acts or practices as described herein, were  
20 undertaken by Defendants in transactions intended to result or which resulted in the sale of goods  
21 to consumers, and were intended to induce, and did in fact induce, Plaintiff to avail of the Credit  
22 Card and enroll in the Bill Pay program, which they would not have otherwise done.

23 49. Defendants’ practices, acts and course of conduct with respect to their distribution  
24 and sale of the Credit Card and the Bill Pay program violate the CLRA in that Defendants’ non-  
25 disclosure of the effect of non-use of the Credit Card on the Bill Pay registration constitutes: (1) a  
26 misrepresentation as to their source, sponsorship, approval, or certification in violation of Civil  
27 Code § 1770(a)(2); and (2) a representation, whether express or implied, that they have sponsorship,  
28 approval, characteristics, ingredients, uses or benefits which they do not have in violation of Civil  
Code § 1770(a)(5). Here, despite knowing that failure to use the Credit Card could lead to automatic  
cancellation of a Bill Pay registration, Defendants continue to withhold that information from

1 consumers, including Plaintiff and the Class.

2 50. Defendants' practices, acts and course of conduct in connection with the Credit Card  
3 and the Bill Pay program are likely to mislead a reasonable consumer acting reasonably under the  
4 circumstances to his or her detriment. Further, the non-disclosure of this information is clearly  
5 material to the determination to avail of the Credit Card, enroll in the Bill Pay program, as the  
6 potential harm to the consumer's credit standing is significantly greater than the value conferred by  
7 the Credit Card and the Bill Pay program, there are equivalent products that confer a similar benefit  
8 to the consumer that the Credit Card and Bill Pay program provided, and, as a result, no reasonable  
9 consumer, including Plaintiff and the Class, would avail of the Credit Card and enroll in the Bill  
10 Pay program, had they known that their registration could be automatically cancelled for non-use  
11 of the Card and their bills could become overdue and reported to the credit bureaus, and could  
12 potentially affect their credit standing.

13 51. As a direct and proximate result of Defendants' violations of law, Plaintiff and the  
14 Class have suffered damages by not receiving what was promised to them in exchange for signing  
15 up for the Credit Card and the Bill Pay program, which Defendants contended would automatically  
16 pay their enrolled bills.

17 52. By filing this Complaint, Plaintiff and the Class seek an order enjoining Defendants  
18 from the continued sale of the Credit Card and the Bill Pay program; an Order enjoining Defendants  
19 from collecting money from Plaintiff and the Class from the sale of such products; and an Order  
20 requiring Defendants to notify consumers of their violations of the CLRA and the remedy they will  
21 provide to them. Plaintiff is entitled to equitable relief in the form of restitutionary disgorgement  
22 of all earnings, profits, compensation, and benefits obtained by Defendants as a result of their  
23 violations of the CLRA, along with other appropriate relief including reasonable attorneys' fees

24 and expenses.

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**SECOND CAUSE OF ACTION**  
**Violation of the False Advertising Law**  
**[Business And Professions Code Section 17500, Et Seq.]**  
**(Against all Defendants)**

53. Plaintiff and the Class hereby incorporate by reference all previous paragraphs of this Complaint as if fully set forth herein and further alleges as follows:

54. Plaintiff and the Class bring this cause of action pursuant to California Business & Professions Code § 17500. California Business & Professions Code § 17500 provides that it is unlawful for any person, firm, corporation or association to dispose of property or perform services, or to induce the public to enter into any obligation relating thereto, through the use of untrue or misleading statements.

55. Plaintiff and the Class availed of Defendant’s Credit Card and signed up for the Bill Pay program and have suffered injury in fact and have lost money or property as a result of the unlawful, unfair, or fraudulent business practices and unfair, deceptive, untrue or misleading advertising.

56. At all times herein alleged, Defendants have committed acts of disseminating untrue and misleading statements as defined by California Business & Professions Code § 17500 by engaging in the following acts and practices with intent to induce members of the public to sign up for the Credit Card and the Bill Pay program: (a) Representing that the enrolled bills would be automatically paid after signing up for the program, knowing that said representations were false, and concealing that the Bill Pay registration can be automatically cancelled if the Credit Card is not used for a certain period of time, which can lead to the enrolled bills being unpaid and overdue, reported to the credit bureaus, and negatively impacting consumers’ credit rankings. (b) Issuing promotional literature and commercials deceiving potential users of the Credit Card and the Bill Pay program by relaying positive information and concealing material relevant information regarding these products; and other unfair, unlawful and fraudulent conduct.

57. The foregoing practices constitute false and misleading advertising within the meaning of California Business & Professions Code § 17500.



1           67. The acts and practices described above also violate the Consumer Legal Remedies  
2 Act, and the False Advertising Law, as described above, in that Defendants have represented to  
3 Plaintiff, the Class, and the general public, that signing up for the Credit Card and the Bill Pay  
4 program would mean automatic payments of their enrolled bills. Thus, these statements made by  
5 Defendants constitute unlawful acts within the meaning of California Business & Professions Code  
6 § 17200.

7           68. Further, by offering the Credit Card and the Bill Pay program throughout the State  
8 of California, Defendants violated and violate the Consumer Legal Remedies Act, by passively  
9 intimating that these products complied with all of California's laws, when, in fact, they were not.  
10 This conduct, prohibited by the CLRA, also constitutes unlawful acts within the meaning of  
11 California Business & Professions Code § 17200.

12           69. The acts and practices described above were and are also likely to mislead the  
13 general public and therefore constitute unfair business practices within the meaning of California  
14 Business & Professions Code § 17200, including unfair, unlawful, and/or fraudulent practices.

15           70. The acts of untrue and misleading advertising set forth in the preceding paragraphs  
16 are incorporated by reference and are, by definition, violations of California Business &  
17 Professions Code § 17200. This conduct is set forth fully herein, and includes, but is not limited to:  
18 (a) Representing that the enrolled bills would be automatically paid after signing up for the program,  
19 knowing that said representations were false, and concealing that the Bill Pay registration can  
20 be automatically cancelled if the Credit Card is not used for a certain period of time, which can lead  
21 to the enrolled bills being unpaid and overdue, reported to the credit bureaus, and negatively  
22 impacting consumers' credit rankings. (b) Issuing promotional literature and commercials  
23 deceiving potential users of the Credit Card and the Bill Pay program by relaying positive  
24 information and concealing material relevant information regarding these products; and other  
25 unfair, unlawful and fraudulent conduct.

26           71. These practices constitute unlawful, unfair and/or fraudulent business acts or  
27 practices, within the meaning of California Business & Professions Code § 17200. The fraudulent  
28 conduct includes representing that enrolled bills would be automatically paid once a Credit Card is

1 signed up to the Bill Pay program and failing to warn Plaintiff and the Class that non-use of the  
2 Credit Card would lead to the automatic cancellation of the Bill Pay registration and the non-  
3 payment of the enrolled bills, which would then be overdue, reported to the credit bureaus, and  
4 thereby negatively impacting their credit ratings.

5 72. The unlawful, unfair and fraudulent business practices of Defendants described  
6 above present a continuing threat to members of the public in that Defendants continue to engage  
7 in the conduct described therein.

8 73. As a result of their conduct described above, Defendants have been and will be  
9 unjustly enriched. Specifically, Defendants have been unjustly enriched by receipt of millions of  
10 dollars in ill-gotten gains from the sale of the Credit Card and the Bill Pay program in California  
11 to Plaintiff, the Class, and the other consumers, sold in large part as a result of the acts and  
12 omissions described herein.

13 74. Plaintiff and the Class, pursuant to California Business & Professions Code § 17203,  
14 seek an order of this court compelling the Defendants to provide restitutionary disgorgement  
15 and injunctive relief calling for Defendants, and each of them, to cease unfair business practices in  
16 the future.

17 **DEMAND FOR JURY TRIAL**

18 75. Plaintiff and the Class hereby demand trial by jury.  
19

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff and the Class, pray for judgment against Defendants as follows:

- 22 1. An order certifying this action as a class action under Code of Civil Procedure §382,  
23 defining the Class as requested herein, appointing the undersigned as Class counsel, and  
24 finding that Plaintiff is a proper representative of the Class requested herein;  
25 2. For an order awarding reimbursement, restitution and disgorgement from Defendants of  
26 the benefits unjustly conferred by Plaintiff and the Class;  
27 3. For an order awarding injunctive and other equitable relief;  
28 4. For an order awarding declaratory relief;

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- 5. For an order awarding pre- and post-judgment interest to Plaintiff and the Class, at the highest rate allowed by law;
- 6. For an order awarding costs, including experts' fees, and attorneys' fees and expenses, and the costs of prosecuting this action; and
- 7. For an order awarding granting such other and further relief as is just and proper.

Dated: August 15, 2023

**POTTER HANDY LLP**

/s/ James M. Treglio

By: \_\_\_\_\_  
Mark Potter, Esq.  
James M. Treglio, Esq.  
Attorneys for Plaintiff



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Bank of America Did Not Warn Credit Cardholders About Auto Bill Pay Cancellation Terms, Class Action Says](#)

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