

1 **KALIELGOLD PLLC**
Sophia Gold (SBN 307971)
2 950 Gilman Street, Suite 200
3 Berkeley, California 94710
Telephone: (202) 350-4783
4 sgold@kalielgold.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/21/2023 10:12 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By D. Jackson Aubry, Deputy Clerk

5 **KALIELGOLD PLLC**
Jeffrey D. Kaliel (SBN 238293)
6 Amanda J. Rosenberg (278507)
7 1100 15th Street, NW, 4th Floor
Washington, D.C. 20005
8 Telephone: (202) 350-4783
jkaliel@kalielpllc.com
9 arosenberg@kalielgold.com

10 *Attorneys for Plaintiff and the Proposed Classes*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 ANDREW KING, on behalf of himself and all)
others similarly situated,)

Case No: **23STCV14327**

16)
17 Plaintiff,)

CLASS ACTION COMPLAINT

18 v.)

[DEMAND FOR JURY TRIAL]

19 NAVY FEDERAL CREDIT UNION and)
DOES 1-50, inclusive)

20 Defendants.)
21)

1 Plaintiff Andrew King (“Plaintiff”), on behalf of himself and all persons similarly situated,
2 allege the following based on personal knowledge as to allegations regarding the Plaintiff and on
3 information and belief as to other allegations.

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of himself and classes of all similarly situated
6 consumers against Defendant Navy Federal Credit Union (“NFCU”). In violation of state consumer
7 protection law, NFCU unfairly, deceptively, and unlawfully charges accountholders so-called
8 “Returned checks, deposited or cashed” fees (“Returned Checks, Deposited or Cashed Fees”) on
9 deposits that accountholders attempt to make into their NFCU accounts, but which fail because they
10 could not be processed against the originator’s account. In violation of its own adhesion contract,
11 NFCU charges accountholders such Returned Checks, Deposited or Cashed Fees even where no funds
12 were ever made available on an account.

13 2. Plaintiff and similarly situated accountholders are shocked when they are assessed
14 hefty Returned Checks, Deposited or Cashed Fees after attempting but failing to make a deposit into
15 their accounts or attempting but failing to cash checks.

16 3. NFCU’s practice is unlawful, unfair, deceptive and in violation of state consumer
17 protection law because Plaintiff and the putative class members have no control whatsoever over
18 whether the item attempted for deposit would be returned. Nor can the attempted depositor verify
19 with the check originator’s depository institution prior to depositing an item whether there are
20 sufficient funds in the issuer’s account for it to clear. Moreover, consumers like Plaintiff reasonably
21 understand they will only be assessed Returned Checks, Deposited or Cashed Fees when they are
22 actually provided and use the funds attempted for deposit and those actually deposited and actually
23 used funds are later reversed—not when attempted deposits are never made available or used by
24 accountholders in the first place.

25 4. NFCU’s fee assessment practice is also in breach of NFCU’s own adhesion contract
26 because that contract only authorizes NFCU to assess Returned Checks, Deposited or Cashed Fees
27 (and in some cases, Overdraft Fees) where it has actually cashed or deposited funds into an account,
28 where accountholders have actually used such funds, and where NFCU must then attempt to recoup

1 already-used funds. However, NFCU routinely charges such fees even where it has not made
2 deposited funds available to accountholders and such funds have not been used by accountholders for
3 any purpose. In such cases, the supposed “return” of a deposit or reversal of funds deposited into an
4 account are purely hypothetical.

5 5. In sum, and as explained in detail below, NFCU never represented to its
6 accountholders that it would charge Returned Checks, Deposited or Cashed Fees whenever they
7 attempted to make a deposit that failed, but instead promised such fees would be assessed only when
8 an item attempted for deposit actually was cashed successfully or funds were deposited, used by the
9 accountholder, and then later needed to be recouped by the Credit Union. Indeed, NFCU calls the fee
10 at issue a Returned Checks, Deposited or Cashed Fee, not a “Cashing Attempt or Deposit Attempt
11 Fee.”

12 6. Plaintiff, on behalf of himself and the Class (defined below), seeks to end NFCU’s
13 deceptive practices and force it to refund improper Returned Checks, Deposited or Cashed Fees.
14 Plaintiff seeks damages, restitution, and injunctive relief, as set forth more fully below.

15 **PARTIES**

16 7. Plaintiff, Andrew King, resides in Long Beach, California and holds an NFCU
17 checking account.

18 8. Defendant NFCU is engaged in the business of providing retail banking services to
19 consumers and businesses, including to Plaintiff and members of the putative Classes, which includes
20 the issuance of debit cards for use by its customers in conjunction with their checking accounts.
21 NFCU operates banking centers, and thus conducts business, throughout the State of California. Its
22 headquarters are in Vienna, Virginia.

23 **JURISDICTION AND VENUE**

24 9. This Court has jurisdiction over this matter because the amount in controversy exceeds
25 \$25,000.

26 10. Venue is proper in this District pursuant to CCP § 395(a) because Defendant the
27 contractual obligations at issue arose in Los Angeles County.

28

1 11. NFCU regularly and systematically provides retail banking services throughout the
2 State of California, including in this county, and provides retail banking services to its customers,
3 including members of the putative Classes. As such, it is subject to the personal jurisdiction of this
4 Court.

5 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

6 **A. NFCU Unfairly, Unlawfully and Deceptively Charges “Junk Fees” in the Form**
7 **of Returned Checks, Deposited or Cashed Fees**

8 12. NFCU’s accountholders are routinely charged Returned Checks, Deposited or Cashed
9 Fees on attempted deposits into their checking account that are returned unpaid because the deposit
10 could not be processed against the originator’s account. This occurs even when an attempted deposit
11 never results in the accountholder accessing or having access to the amount of the attempted deposit—
12 in other words, where no “deposit” actually occurs.

13 13. There are many reasons items attempted for deposit or cashing can be returned
14 unprocessed. For example, an originator may not have sufficient funds available in their account to
15 pay the amount stated on the check; an originator may have directed the issuing depository institution
16 to stop payment; the account referenced on the check may be closed or located in a foreign country;
17 or there may be questionable, erroneous, or missing information on the check, including with respect
18 to the signature, date, account number, or payee name.

19 14. Importantly, consumers like Plaintiff who attempt deposits or check cashing have no
20 control over whether, and no reason to anticipate that, the attempted deposit or cashing would be
21 returned. Nor can the depositor verify with the originator’s depository institution prior to depositing
22 an item whether there are sufficient funds in the issuer’s account for the item to clear.

23 15. In other words, accountholders have absolutely no control over whether the deposits or
24 check cashing they attempt with be returned unpaid—and no control over whether will be assessed
25 Returned Checks, Deposited or Cashed Fees by NFCU.

26 16. In its October 2022 Bulletin, The Consumer Financial Protection Bureau called this
27 type of blanket policy used by NFCU here “unfair”:
28

1 Blanket policies of charging Returned Deposited Item fees to consumers for all
2 returned transactions irrespective of the circumstances of the transaction or patterns of
behavior on the account are likely unfair.

3 Fees charged for Returned Deposited Items cause substantial injury to consumers.
4 Under the blanket policies of many depository institutions, Returned Deposited Item
5 fees cause monetary injury, in the range of \$10-19 for each returned item. ***Depository
6 institutions that charge Returned Deposited Item fees for returned checks impose
concrete monetary harm on a large number of customers.***

7 In many of the instances in which Returned Deposited Item fees are charged,
8 consumers would not be able to reasonably avoid the substantial monetary injury
9 imposed by the fees. ***An injury is not reasonably avoidable unless consumers are
10 fully informed of the risk and have practical means to avoid it.*** Under blanket policies
11 of many depository institutions, Returned Deposited Item fees are charged whenever
12 a check is returned because the check originator has insufficient available funds in
13 their account, the check originator instructs the originating depository institution to
14 stop payment, or the check is written against a closed account. But ***a consumer
15 depositing a check would normally be unaware of and have little to no control over
16 whether a check originator has funds in their account, will issue a stop payment
17 instruction, or has closed the account.*** Nor would a consumer normally be able to
18 verify whether a check will clear with the check originator's depository institution
19 before depositing the check or be able to pass along the cost of the fee to the check
20 originator.

21 Ex. A, *Bulletin 2022-06*, at pp. 3-4 (emphasis added).¹

22 17. Indeed, the CFPB explicitly stated it would be considered unfair under the Consumer
23 Financial Protection Act for financial institutions like NFCU to charge “Returned Deposited Item
24 Fees to consumer for all returned transactions irrespective of the circumstances of the transaction or
25 patterns of behavior on the account[.]” *See* Ex. A. And yet, NFCU does exactly that.

26 18. For the same reasons the CFPB has deemed the charging of Returned Deposited Item
27 fees to be “unfair” under the Consumer Financial Protection Act, the same is true under state
28 consumer protection law, which similarly bans unfair business practices.

29 ¹ *Bulletin 2022-06: Unfair Returned Deposited Item Fee Assessment Practices*, Bureau of Consumer
30 Financial Protection Bulletin, applicable as of November 7, 2022, available at
31 [https://www.federalregister.gov/documents/2022/11/07/2022-23933/bulletin-2022-06-unfair-
32 returned-deposited-item-fee-assessment-practices](https://www.federalregister.gov/documents/2022/11/07/2022-23933/bulletin-2022-06-unfair-returned-deposited-item-fee-assessment-practices) (last accessed March 21, 2023).

1 19. Even worse, NFCU has a blanket policy of charging \$15 Returned Checks, Deposited
2 or Cashed Fees on *attempted* deposits or *attempted* check cashing, even where *no actual deposit or*
3 *check cashing took place*.

4 20. This, too, is misleading. Indeed, NFCU itself named the relevant fee a Returned Checks,
5 Deposited or Cashed Fee, which reasonably indicates that such a fee will only be assessed by the
6 Credit Union where an item is *successfully* cashed so funds can be used by an accountholder. Instead,
7 the fee is charged to accountholders even when NFCU incurs no loss from the returned transaction
8 and indeed does not even make the funds available to accountholders at all, meaning NFCU has no
9 need to try to recoup such amounts.

10 21. “Returned checks, deposited or cashed” as those terms appear in NFCU’s Fee Schedule
11 reasonably refer to the circumstances in which a deposit is successfully performed, such that an
12 accountholder is provided the funds deposited for use. In financial industry terms, and according to
13 the Farlex Financial Dictionary, “cashed” means “to deposit a check at a bank or other institution and
14 to receive cash in exchange.” “Deposited” analogously means to deposit an item and to receive use
15 of the funds deposited in exchange. But as alleged herein, NFCU as a matter of policy assesses
16 Returned Checks, Deposited or Cashed Fees even where no cash has been received by an
17 accountholder and even where no funds have been provided for use by the accountholder.

18 22. In short, “cashed” or “deposited” as used in the Fee Schedule does not and cannot
19 reasonably mean that NFCU may assess a fee when it merely accepts and tries to effectuate a deposit
20 at a later time, nor can it reasonably mean a mere notation in a system or on a bank statement that
21 NFCU is considering whether to not make funds available as some future time.

22 23. It is unfair and deceptive to charge mis-named Returned Checks, Deposited or Cashed
23 Fees even where no “cashing” or “deposit” has occurred. The fee is not, after all, called an *Attempted*
24 *Cashed or Attempted Deposited Returned Check Fee*.

25 **NFCU Breaches Its Adhesion Contract When It Assesses Returned Checks,**
26 **Deposited or Cashed Fees on Deposits That Never Occurred**

27 24. When a deposit is attempted by an accountholder, funds may be provided by the Credit
28 Union immediately in the form of cash or immediately in the form of electronic access to the deposited

1 amount, both subject to later verification of the validity of the deposit. On the other hand, in other
2 cases and at the discretion of the Credit Union, no cash will be provided for the attempted deposit and
3 no funds will be made available immediately in the form of electronic access to the deposited amount,
4 while the Credit Union attempts to verify the validity of the attempted deposit. These provide two
5 very different paths when a determination is made by the Credit Union that an attempted deposit must
6 be returned.

7 25. In the former path (when cash or electronic access is provided immediately), the return
8 of a deposit causes real risk for the Credit Union. Having already provided cash or allowed the
9 accountholder to use funds deposited, the Credit Union must attempt to recoup those funds and must
10 debit funds from the account to ensure they can no longer be spent. Debiting those funds may cause
11 an overdraft on the account.

12 26. In the latter path (where no cash was provided for use by the accountholder) it is far
13 different. Having never provided cash or provided an increase in funds that an accountholder can use,
14 the Credit Union need not attempt to recoup any funds and need not attempt to debit funds from an
15 account to ensure they can no longer be spent. It need only make a bookkeeping notation in its records
16 that funds will not be provided for use in the future as a result of the attempted deposit.

17 27. According to the NFCU Deposit Agreement, **Ex. B** and the NFCU Fee Schedule, **Ex.**
18 **C**, NFCU is only authorized by contract to:

19 ...accept or reject any check presented; revoke any settlement with respect to a check
20 accepted by us, and to charge back to your account the amount of the check based on
21 the return of the check or a receipt of notice of non-payment of the check, or claim a
refund for such credit ...

22 Ex. B, at 10 (emphasis added).

23 28. However, NFCU's Deposit Agreement never mentions that the Credit Union routinely
24 charges Returned Check Fees, Cash or Deposited, when there is no reversal or debit of funds because
25 the attempted deposit failed.

26 29. The above provision reiterates this fundamental premise—there will be no Returned
27 Checks, Deposited or Cashed Fees assessed where the funds were not actually made available to the
28

1 accountholder. An amount can only be “revoked” from an account where it has been previously
2 provided. Nor is there any need to “claim a refund for such credit” where no credits were made
3 available in the first place.

4 30. Worse, NFCU’s monthly statements and online banking interfaces are incorrect and
5 misleadingly show attempted deposits being credited for immediate use to accounts, when that is not
6 true and no new funds have been made available.

7 31. Where there is no cash provided—in other words, where only an *attempted* deposit
8 occurs—NFCU is not authorized by contract to assess a Cashed or Deposited Item Returned Fee.

9 32. Indeed, the Deposit Agreement makes clear the Credit Union may provide cash to a
10 person depositing a check drawn on another bank—that, in other words, NFCU may “cash” such a
11 check and will retain certain protections when it does so:

12 If we cash a check for you that is drawn on another financial institution, we may
13 withhold the availability of a corresponding amount of funds that are already in your
14 account. Those funds will be available on the day they would have been available as
though you had deposited the check.

15 *Id.*, 10.

16 33. The above provision does not apply and does not provide the Credit Union the ability
17 to “claim a refund for such credit” when no cash was ever provided and no deposit was made in the
18 first place.

19 34. Lastly, and as described in more detail above, the Fee Schedule, Ex. B, makes the same
20 promise that a Returned Checks, Deposited or Cashed Fee will only be assessed where cash or
21 immediate availability was provided to an accountholder:

22 Returned checks, deposited or cashed \$ 15.00

23 Ex. C.

24 **C. Plaintiff’s Experience**

25 35. Plaintiff maintains a personal checking account with NFCU.

26 36. As an example, in July of 2022, Plaintiff attempted to deposit \$38,206.65 into his
27 NFCU account.

28

1 37. To Plaintiff's surprise, and by no fault of his own, Plaintiff's attempted deposit failed,
2 and Plaintiff was charged a \$15.00 Returned Checks, Deposited or Cashed Fee on August 1, 2022.
3 This fee was unfair, misleading, and unauthorized by the contract.

4 **CLASS ACTION ALLEGATIONS**

5 38. Plaintiff brings this action on behalf of himself and on behalf of all others similarly
6 situated. The Class includes:

7 All NFCU accountholders who, during the applicable statute of limitations through the
8 date of class certification, were charged Returned Checks, Deposited or Cashed Fees
on attempted deposits that were returned.

9 39. Plaintiff reserves the right to modify or amend the definitions of the proposed Class
10 before the Court determines whether certification is appropriate.

11 40. Excluded from the Class are NFCU, its parents, subsidiaries, affiliates, officers and
12 directors, any entity in which NFCU has a controlling interest, all personal accountholders who make
13 a timely election to be excluded, governmental entities, and all judges assigned to hear any aspect of
14 this litigation, as well as their immediate family members.

15 41. The members of the Class are so numerous that joinder is impractical. The Class
16 consists of at least thousands of members, the identity of whom is within the knowledge of, and can
17 be ascertained only by resort to, NFCU's records.

18 42. The claims of the representative Plaintiff are typical of the claims of the Class he seeks
19 to represent in that the representative Plaintiff, like all members of the Class, was charged improper
20 and deceptive fees as alleged herein. The representative Plaintiff, like all members of the Class, was
21 damaged by NFCU's misconduct in that he was assessed deceptive Returned Checks, Deposited or
22 Cashed Fees. Furthermore, the factual basis of NFCU's misconduct is common to all members of the
23 Class and represents a common thread of unfair and unconscionable conduct resulting in injury to all
24 members of the Class. And NFCU has no unique defenses that would apply to Plaintiff and not the
25 Class.

26 43. There are numerous questions of law and fact common to the Class and those common
27 questions predominate over any questions affecting only individual members of the Class.

28 44. Among the questions of law and fact common to the Class include the following:

- 1 a. Whether NFCU's assessment of Returned Checks, Deposited or Cashed Fees was
- 2 unfair, deceptive, or misleading;
- 3 b. Whether NFCU's assessment of Returned Checks, Deposited or Cashed Fees was in
- 4 breach of its contract;
- 5 c. The proper method or methods by which to measure damages and/or restitution and/or
- 6 disgorgement; and
- 7 d. Whether Plaintiff and the Class are entitled to declaratory and injunctive relief and the
- 8 nature of that relief.

9 45. Plaintiff' claims are typical of the claims of other members of the Class, in that they
10 arise out of the same wrongful NFCU Returned Checks, Deposited or Cashed Fee policies and
11 practices. Plaintiff has suffered the harm alleged and has no interests antagonistic to the interests of
12 any other member of the Class.

13 46. Plaintiff is committed to the vigorous prosecution of this action and has retained
14 competent counsel experienced in the prosecution of class actions and, in particular, consumer class
15 actions against financial institutions. Accordingly, Plaintiff is adequate representatives and will fairly
16 and adequately protect the interests of the Class.

17 47. A class action is superior to other available methods for the fair and efficient
18 adjudication of this controversy. Since the amount of each individual member of the Class claim is
19 small relative to the complexity of the litigation, and due to the financial resources of NFCU, no
20 member of the Class could afford to seek legal redress individually for the claims alleged herein.
21 Therefore, absent a class action, the members of the Class will continue to suffer losses and NFCU's
22 misconduct will proceed without remedy.

23 48. Even if members of the Class himself could afford such individual litigation, the court
24 system could not. Given the complex legal and factual issues involved, individualized litigation would
25 significantly increase the delay and expense to all parties and to the Court. Individualized litigation
26 would also create the potential for inconsistent or contradictory rulings. By contrast, a class action
27 presents far fewer management difficulties, allows claims to be heard which might otherwise go
28 unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of

1 adjudication, economies of scale and comprehensive supervision by a single court.

2 49. Plaintiff knows of no difficulty to be encountered in the maintenance of this action that
3 would preclude its treatment as a class action.

4 50. NFCU has acted or refused to act on grounds generally applicable to each of the Class,
5 thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to
6 each Class as a whole.

7 51. All conditions precedent to bringing this action have been satisfied and/or waived.

8 **CAUSES OF ACTION**

9 **FIRST CLAIM FOR RELIEF**

10 **Breach of Contract, Including Breach of the Implied Covenant**
11 **(On Behalf of Plaintiff and the Class)**

12 52. Plaintiff incorporates by reference each of the allegations set forth above.

13 53. Plaintiff and NFCU have contracted for bank account deposit, checking, ATM, and
14 debit card services, as embodied in NFCU's Deposit Agreement and related documentation.

15 54. No contract provision authorizes NFCU to charge Returned Checks, Deposited or
16 Cashed Fees even on *attempted* deposits even when *no actual deposit took place*.

17 55. Therefore, NFCU breached the terms of its Account Agreement by charging these fees.

18 56. Additionally, good faith is an element of every contract pertaining to the assessment of
19 fees. Good faith and fair dealing, in connection with executing contracts and discharging performance
20 and other duties according to their terms, means preserving the spirit – not merely the letter – of the
21 bargain. Put differently, the parties to a contract are mutually obligated to comply with the substance
22 of their contract in addition to its form. Evading the spirit of the bargain and abusing the power to
23 specify terms constitute examples of bad faith in the performance of contracts.

24 57. NFCU has breached the covenant of good faith and fair dealing in the Account
25 Agreement through its policies and practices as alleged herein. Plaintiff and members of the Class
26 have performed all, or substantially all, of the obligations imposed on them under the Account
27 Agreement.

28 58. Plaintiff and members of the Class have sustained damages as a result of NFCU's

1 breaches of the account contract.

2 **SECOND CLAIM FOR RELIEF**
3 **Violation of California’s Unfair Competition Law (“UCL”)**
4 **Cal. Bus. & Prof. Code § 17200, et seq.**
5 **(On Behalf of Plaintiff and the Class)**

6 59. Plaintiff incorporates by reference each of the allegations set forth above.

7 60. California Business & Professions Code § 17200 prohibits acts of “unfair competition,”
8 including any “unlawful, unfair or fraudulent business act or practice.” NFCU’s conduct related to
9 deceptively engaging in the practice of charging Returned Checks, Deposited or Cashed Fees on
10 bounced checks, without any fault or control on the part of the consumer violates each of the statutes’
11 “unfair,” “unlawful,” and “fraudulent” prongs.

12 61. The UCL imposes strict liability. Plaintiff need not prove that NFCU intentionally or
13 negligently engaged in unlawful, unfair, or fraudulent business practices—but only that such practices
14 occurred.

15 62. A business act or practice is “unfair” under the UCL if it offends an established public
16 policy or is immoral, unethical, oppressive, unscrupulous, or substantially injurious to consumers,
17 and that unfairness is determined by weighing the reasons, justifications, and motives of the practice
18 against the gravity of the harm to the alleged victims.

19 63. A business act or practice is “fraudulent” under the UCL if it is likely to deceive
20 members of the public.

21 64. A business act or practice is “unlawful” under the UCL if it violates any other law or
22 regulation.

23 65. NFCU committed unfair and fraudulent business acts and practices in violation of Cal.
24 Bus. & Prof. Code § 17200, *et seq.*, by charging Returned Checks, Deposited or Cashed Fees even on
25 *attempted* deposits or *attempted* check cashing, even where *no actual deposit or check cashing took*
26 *place.*

27 66. Defendant’s acts and practices offend an established public policy of fee transparency
28 in the marketplace, and constitute immoral, unethical, oppressive, and unscrupulous activities that are
substantially injurious to consumers.

1 67. The harm to Plaintiff and the Class outweighs the utility of Defendant’s practices. There
2 were reasonably available alternatives to further Defendant’s legitimate business interests, other than
3 the misleading and deceptive conduct described herein.

4 68. NFCU’s business practices have misled Plaintiff and the proposed Class and will
5 continue to mislead them in the future.

6 69. Plaintiff relied on Defendant’s misrepresentations about the Returned Checks,
7 Deposited or Cashed Fees.

8 70. By omitting material facts regarding its account practices, NFCU deceived Plaintiff and
9 Class members into making banking decisions they otherwise would not make.

10 71. Had Plaintiff known the truth of the Returned Checks, Deposited or Cashed Fees, *i.e.*,
11 that NFCU’s charged such fees even where no actual deposit or check cashing took place, he would
12 have banked elsewhere.

13 72. As a direct and proximate result of NFCU’s unfair, fraudulent, and unlawful practices,
14 Plaintiff and Class members suffered and will continue to suffer actual damages. Defendant’s
15 fraudulent conduct is ongoing and presents a continuing threat to Class members that they will be
16 deceived into depositing checks at NFCU.

17 73. As a result of its unfair, fraudulent, and unlawful conduct, NFCU has been unjustly
18 enriched and should be required to disgorge its unjust profits and make restitution to Plaintiff and
19 Class members pursuant to Cal. Bus. & Prof. Code § 17203 and 17204.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff and the Class demand a jury trial on all claims so triable and
22 judgment as follows:

- 23 1. Declaring NFCU’s Returned Checks, Deposited or Cashed Fees policies and practices
24 to be wrongful, unfair, and unconscionable;
- 25 2. Restitution of all Returned Checks, Deposited or Cashed Fees paid to NFCU by
26 Plaintiff and the Class, as a result of the wrongs alleged herein in an amount to be determined at trial;
- 27 3. Disgorgement of the ill-gotten gains derived by NFCU from its misconduct;
- 28 4. Actual damages in an amount according to proof;

- 1 5. Punitive and exemplary damages;
- 2 6. Pre-judgment interest at the maximum rate permitted by applicable law;
- 3 7. Costs and disbursements assessed by Plaintiff in connection with this action, including
- 4 reasonable attorneys' fees pursuant to applicable law; and
- 5 8. Such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

7 Plaintiff and all others similarly situated hereby demand trial by jury on all issues in this
8 Complaint that are so triable as a matter of right.

9 Dated: June 19, 2023

KALIELGOLD. PLLC

11 *Sophia Horen Gold*
 12 By: _____
 13 JEFFREY D. KALIEL
 14 SOPHIA G. GOLD
 15 AMANDA J. ROSENBERG

Attorneys for Plaintiff and the Putative Classes

28

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Navy Federal Credit Union Charges Unfair 'Junk Fees' for Failed Deposits, Class Action Says](#)
