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13
14 *Attorneys for Plaintiff Petra Lopez
and the Putative Class*

15
16 **UNITED STATES DISTRICT COURT**
17 **EASTERN DISTRICT OF CALIFORNIA**

18 PETRA LOPEZ, on behalf of herself and all
19 others similarly situated,

20 Plaintiff,

21 vs.

22 CITIBANK, N.A.,

23 Defendant.
24

Case No.

CLASS ACTION COMPLAINT

1 Plaintiff PETRA LOPEZ, on behalf of herself and all others similarly situated, sues
2 defendant CITIBANK, N.A., and alleges:

3 **INTRODUCTION**

4 1) Plaintiff asserts this action pursuant to Fed. R. Civ. P. 23, on behalf of herself and all
5 others similarly situated throughout the United States, for damages and other relief arising from
6 CITIBANK's routine practice of charging more than the \$12/month represented for basic checking
7 accounts—a practice that punishes CITIBANK's most economically vulnerable and cash-strapped
8 consumers.

9 2) This practices breaches CITIBANK's marketing representations—specifically, the
10 promise to charge no more than \$12/month for basic checking account services. Indeed, while
11 CITIBANK prominently informs consumers the circumstances in which its regular checking account
12 can cost less than \$12/month, it never once informs consumers that it will sometimes charge
13 consumers much more than \$12/month for basic checking account services.

14 3) But in fact CITIBANK charges up to \$46 a month for its basic checking account,
15 despite its express representations that such account services will cost no more than \$12/month. This
16 massive price increase occurs when, on accounts like Plaintiff's that have insufficient funds at a
17 certain point in the month to pay the monthly checking account fee, CITIBANK *assesses \$34*
18 *overdraft fees on its own checking account service charges.*

19 4) Such overdraft fees are an additional, intrinsic charge for the monthly checking
20 account services in disguise, since the CITIBANK provides no other service in exchange for the
21 overdraft fee, other than the provision of the checking account services that were marketed at
22 \$12/month.

23 5) There is no justification for these practices, other than to maximize CITIBANK's fee
24 revenue. In order not to violate its express marketing and contractual promise to charge only
25 \$12/month for basic checking account services, CITIBANK could have used its discretion not to
26 charge overdraft fees on its own service fees; or could have deducted its own service fees when
27 consumers' accounts had sufficient funds for the \$12/month charge. Instead, it charges nearly
28

1 \$50/month for checking account services, without ever telling consumers this was even a
2 possibility.

3 6) Besides being deceptive, unfair and unconscionable, these practices breach contract
4 promises made in CITIBANK's contracts. These practices also exploit contractual discretion to
5 gouge consumers like Plaintiff.

6 7) In plain, clear, and simple language, CITIBANK markets its basic checking account,
7 online and in-branch, as costing no more than \$12/month—and in some circumstances, costing
8 nothing at all.

9 8) CITIBANK also provides a fee schedule to its consumers and prospective consumers
10 stating precisely the same thing. *See* Exhibit A (Defendant's published fee schedule).

11 9) By prominently informing consumers the *lowest* potential price of the basic checking
12 account, but not similarly informing consumers of the *maximum* price of the checking account,
13 CITIBANK deceived consumers.

14 10) Plaintiff never would have chosen CITIBANK as her checking account provider had
15 CITIBANK truthfully and fairly informed her that her basic checking account services could cost
16 up to \$46 per month. On behalf of herself and the putative class, Plaintiff seeks damages and
17 restitution for CITIBANK's deceptive conduct. Additionally, Plaintiff seeks an injunction on
18 behalf of the general public to prevent CITIBANK from continuing to engage in its illegal and
19 deceptive practices.

20 **PARTIES**

21 11) Plaintiff, Petra Lopez, is a resident of the State of California and has used her
22 checking account with CITIBANK to conduct transactions in California, for all transactions
23 relevant to this Complaint.

24 12) CITIBANK is a national bank with its U.S. headquarters and principal place of
25 business located in Sioux Falls, South Dakota. CITIBANK operates numerous retail banking
26 centers throughout nationwide and operates 269 branches in California. Among other things,
27 CITIBANK is engaged in the business of providing retail banking services to consumers, including
28 Lopez and members of the putative classes, which includes checking accounts.

1 **JURISDICTION**

2 13) This Court has original jurisdiction pursuant to the Class Action Fairness Act.

3 14) CITIBANK regularly and systematically conducts business and provides retail
4 banking services in this district, and provides retail banking services to its customers, including
5 Plaintiff and members of the putative class.

6 **VENUE**

7 15) Venue is likewise proper in this district pursuant to 28 U.S.C. § 1391 because
8 CITIBANK is subject to personal jurisdiction in this Court and regularly conducts business within
9 this district, and because Plaintiff conducted the relevant account transactions in this district. Thus,
10 a substantial part of the events giving rise to the claims asserted herein occurred and continue to
11 occur in this district.

12 **OVERVIEW**

13 **A. The Marketplace for Low-Balance Consumer Checking Accounts**

14 16) Historically, basic checking accounts were offered to consumers for free. However,
15 in recent years, banks have sought to recoup lost fee revenue by charging for basic checking
16 accounts. According to the Chicago Tribune:

17 Free checking accounts are slipping away, with only 46 percent of banks still
18 offering them to their customers.

19 That's a major change from 2009, when more than 78 percent of banks offered
20 the freebie, according to a national survey done by bank research firm Moeb's
Services.

21 <http://www.chicagotribune.com/business/ct-free-checking-banks-0127-biz-20160126-story.html>

22 (last visited February 2, 2018).

23 17) Still, most banks including CITIBANK still offer free checking accounts to
24 consumers able to maintain high monthly account balances, or meet other requirements.

25 18) This means that the consumers who are paying for checking account services are
26 likely the lowest-income, lowest-balance consumers in the country. The assessment of additional,
27 undisclosed fees for checking account services on this population is especially devastating.
28

1 19) Bank checking account maintenance fees are known to hit low-income consumers
2 especially hard, since higher income consumers can maintain sufficient balances to get fee waivers.

3 20) CITIBANK exacerbates this dynamic by making low-income people pay even more
4 for monthly fees.

5 21) According to an analysis by the Federal Reserve Bank of Washington, D.C.:

6 Most bank fees represent an example of add-on or aftermarket fees.
7 Aftermarkets can be found in many industries such as printers (for toner),
8 computers (software), razors (blades) and many others. Aftermarkets arise
9 when a consumer has to purchase a base product, in order to make use of
10 an additional product linked to the use of the base product. **In**
11 **aftermarkets, consumers consider the price of the base good in their**
12 **purchase decision**, but whether they consider the aftermarket good price
13 is focal to the analysis of aftermarkets. **Consumers with full information**
14 **would consider the entire cost (both prices) in their purchase**
15 **decisions.**

16 <https://www.federalreserve.gov/econres/feds/files/2017054pap.pdf> (last visited February 2, 2018).

17 22) CITIBANK deprives consumers of “full information” needed to make an informed
18 decision. Here, where overdraft fees can directly impact the cost of the checking account service,
19 consumers should be provided the choice based on that information.

20 **B. CITIBANK Account Sign Up Process**

21 23) CITIBANK markets its checking account services to consumers with both in-branch
22 representations and similar representations for consumers wishing to sign up for a checking
23 account online.

24 24) In both, CITIBANK expressly tells consumers that the bank will charge no more
25 than \$12/month for basic checking account services.

26 25) While CITIBANK prominently informs consumers the circumstances in which its
27 regular checking account can cost less than \$12/month, it never once informs consumers that it will
28 sometimes charge consumers much more than \$12/month for basic checking account services.

29 26) Both online and in-branch, CITIBANK makes its fee schedule available to
30 consumers. Exhibit A. That fee schedule plainly states that the monthly checking account service
31 fee for a basic checking account will be a *maximum* of \$12, and can be \$0 if certain conditions are

1 met. CITIBANK never informs consumers that true checking account service fees can be almost
2 quadruple the \$12/month rate that it prominently represents.

3 27) By prominently informing consumers the lowest potential price of the basic checking
4 account, but not similarly informing consumers of the maximum price of the checking account,
5 CITIBANK deceived consumers.

6 28) Reasonable consumers do not understand, in light of these representations and
7 omissions, that CITIBANK will choose to unilaterally raise the price of the checking account
8 service by assessing overdraft fees on the service charges.

9 29) Such overdraft fees are an additional, intrinsic charge for the monthly checking
10 account services in disguise, since CITIBANK provides no other service in exchange for the
11 overdraft fee, other than the provision of the checking account services that were marketed at
12 \$12/month.

13 **C. Plaintiff Lopez's Experience**

14 30) In September, 2017, Plaintiff Lopez signed up for a basic checking account in
15 CITIBANK's Carmichael, California branch.

16 31) She was provided a verbal explanation that the checking account would carry a
17 maximum monthly fee of \$12, and that the account would in some cases cost nothing. She was
18 also provided a fee schedule that stated the same thing.

19 32) Based on the representations that she would pay no more than \$12 per month for
20 checking account services, Plaintiff Lopez signed up for the checking account.

21 33) Plaintiff would not have signed up for a CITIBANK basic checking account if she
22 had been informed that CITIBANK would charge up to \$46/month for checking account services,
23 instead of the \$12/month promised.

24 34) Plaintiff has been charged \$46 for a month of checking account services, in violation
25 of CITIBANK's promises and representations.

26 ///

27 ///

28 ///

1
2 **CLASS ALLEGATIONS**

3 Plaintiff brings this action on behalf of herself and all others similarly situated pursuant to
4 Rule 23 of the Federal Rules of Civil Procedure. This action satisfies the numerosity, commonality,
5 typicality, adequacy, predominance and superiority requirements of Rule 23.

6 The proposed Class is defined as:

7 All CITIBANK checking account holders in California who, within the
8 applicable statute of limitations, were charged overdraft fees on monthly
9 checking account service fees.

10 35) Plaintiff brings this action on her own behalf and all others similarly situated
11 pursuant to Fed. R. Civ. P. 23. Excluded from the class are CITIBANK, its subsidiaries and
12 affiliates, its officers, directors and members of their immediate families and any entity in which
13 defendant has a controlling interest, the legal representatives, heirs, successors or assigns of any
14 such excluded party, the judicial officer(s) to whom this action is assigned, and the members of
15 their immediate families.

16 36) Plaintiff reserves the right to modify or amend the definition of the proposed Class if
17 necessary before this Court determines whether certification is appropriate.

18 37) This case is properly brought as a class action under Fed. R. Civ. P. 23(a) and (b)(3),
19 and all requirements therein are met for the reasons set forth in the following paragraphs.

20 38) Numerosity under Fed. R. Civ. P. 23(a)(1). The members of the Class are so
21 numerous that separate joinder of each member is impracticable. Upon information and belief, and
22 subject to class discovery, the Class consists of thousands of members or more, the identity of
23 whom are within the exclusive knowledge of and can be ascertained only by resort to
24 CITIBANK's records. CITIBANK has the administrative capability through its computer systems
25 and other records to identify all members of the Class, and such specific information is not
26 otherwise available to Plaintiff.

27 39) Commonality under Fed. R. Civ. P. 23(a)(2). There are numerous questions of law
28 and fact common to the Class relating to CITIBANK's business practices challenged herein, and

1 those common questions predominate over any questions affecting only individual Class members.

2 The common questions include, but are not limited to:

3 a) Whether CITIBANK represented that a basic checking account would cost
4 \$12/month.

5 b) Whether CITIBANK improperly charged more than \$12/month for basic
6 checking account services.

7 40) Typicality under Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims
8 of the other Class members in that they arise out of the same wrongful business practice by
9 CITIBANK, as described herein.

10 41) Adequacy of Representation under Fed. R. Civ. P. 23(a)(4). Plaintiff is an adequate
11 representative of the Class in that she has a CITIBANK checking account and has suffered
12 damages as a result of CITIBANK's assessment and collection of the improper overdraft fees. In
13 addition:

14 a) Plaintiff is committed to the vigorous prosecution of this action on behalf of
15 herself and all others similarly situated and has retained competent counsel experienced in the
16 prosecution of class actions and, in particular, class actions on behalf of consumers against financial
17 institutions;

18 b) There is no hostility of interest between Plaintiff and the unnamed Class
19 members;

20 c) Plaintiff anticipates no difficulty in the management of this litigation as a class
21 action; and

22 d) Plaintiff's legal counsel have the financial and legal resources to meet the
23 substantial costs and legal issues associated with this type of litigation.

24 42) Predominance under Fed. R. Civ. P. 23(b)(3). The questions of law and fact
25 common to the Class as set forth in the "commonality" allegation above predominate over any
26 individual issues. As such, the "commonality" allegations (paragraph 22 and subparts) are restated
27 and incorporated herein by reference.

28

SECOND CLAIM FOR RELIEF

**(Violation of the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200
Fraudulent Prong)**

1
2
3
4 48) Plaintiff incorporates the preceding allegations by reference as if fully set forth
5 herein.

6 49) CITIBANK’s conduct described herein violates the Unfair Competition Law (the
7 “UCL”), codified at California Business and Professions Code section 17200, *et seq.*

8 50) CITIBANK’s conduct violates the UCL’s “fraudulent” prong in the following
9 respect, among others:

10 CITIBANK’s practice of falsely indicating in marketing representations
11 and account documents that basic checking account service fees will not exceed
12 \$12/month.

13 51) As a result of CITIBANK’s violations of the UCL’s “fraudulent” prong, Plaintiff and
14 members of the Class have paid, and/or will continue to pay, unreasonably excessive amounts of
15 money for banking services and thereby have suffered and will continue to suffer actual damages.

16 52) Plaintiff seeks class-wide restitution and a public injunction under the UCL, which
17 would prohibit Defendant from charging the excessive and unjust fees alleged herein, throughout
18 California.

19
20 **THIRD CAUSE OF ACTION**

21 **(For Violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §
22 17200—Unfair and Unlawful Prongs)**

23 53) Plaintiff incorporates the preceding allegations by reference as if fully set forth
24 herein.

25 54) California Business & Professions Code § 17200 prohibits acts of “unfair
26 competition,” including any “unlawful, unfair or fraudulent business act or practice.” CITIBANK’s
27 conduct violates each of this statute’s three prongs.
28

1 55) Defendant committed an unlawful business act or practice in violation of Cal. Bus. &
2 Prof. Code § 17200, *et seq.*

3 56) Defendant committed an unfair business act or practice by charging up to \$46/month
4 for basic checking accounts that it marketed as costing no more than \$12/month.

5 57) As a direct and proximate result of the foregoing unlawful practices, Plaintiff and
6 Class members suffered and will continue to suffer actual damages.

7 58) Plaintiff and the Class further seek an order enjoining Defendant's unfair or
8 deceptive acts or practices, and an award of attorneys' fees and costs under Cal. Code of Civ. Proc.
9 § 1021.5.
10

11 59) Plaintiff seeks class-wide restitution and a public injunction under the UCL, which
12 would prohibit Defendant from charging the excessive and unjust fees alleged herein, throughout
13 California.
14

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff and the members of the Class demand a jury trial on all claims so
17 triable and judgment against Defendant as follows:

18 A. An order certifying that this action may be maintained as a class action, that Plaintiff
19 be appointed Class Representative and Plaintiff's counsel be appointed Class Counsel;

20 B. Issuing public injunctive relief, including to ensure compliance with the and UCL;

21 C. A judgment awarding Plaintiff and all members of the Class restitution and/or other
22 equitable relief, including, without limitation, restitutionary disgorgement of all profits and unjust
23 enrichment that Defendant obtained from Plaintiff and the Class as a result of its unlawful, unfair and
24 fraudulent business practices described herein;

25 D. Declaring that CITIBANK violated the UCL by charging more than \$12/month for
26 basic checking accounts;

27 E. Ordering class-wide injunctive relief to ensure compliance with the UCL;

28 F. Ordering CITIBANK to immediately cease the wrongful conduct set forth above;

1 G. A judgment awarding Plaintiff her costs of suit; including reasonable attorneys' fees
2 and pre and post-judgment interest;

3 H. A judgment awarding actual and punitive damages to Plaintiff and the Class in an
4 amount to be determined at trial; and

5 I. Such other and further relief as may be deemed necessary or appropriate.

6 J. Granting such other relief as the Court deems just and proper.

7
8 **DEMAND FOR JURY TRIAL**

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

11
12 Dated: February 7, 2018

Respectfully submitted,

13
14 /s/ Jeffrey D. Kaliel (as authorized on 2-7-18)

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20 /s/ Robert R. Ahdoot

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27 *Attorneys for Plaintiff and the Putative Class*

EXHIBIT A

There's only one thing you need to help manage your fees: The facts.

Basic Banking Package: Summary of Common Fees and Features

Account Opening and Usage	Minimum Deposit Needed to Open a Checking Account	\$0		
	Monthly Service Fee	\$12	Waived if you satisfy ONE of the following: 1. 1 Qualifying Direct Deposit credited to a Regular Checking, savings or money market account in a Basic Banking Package and 1 Qualifying Bill Payment posted to a Regular Checking account per statement cycle OR 2. Maintain \$1,500 or more in combined average monthly balances in a Regular Checking account and linked savings or money market accounts in a Basic Banking Package OR 3. First-listed owner on the account is age 62 or older	
	Waived When Requirements Are Met	\$0		
	Interest Checking		Not available	
	Citibank ATM Fee	\$0	Get cash with no surcharge fee through our network of thousands of ATMs in the U.S. Locate one near you at www.citibank.com/locations	
	Non-Citibank ATM Fee	\$2.50 or waived	Per withdrawal fee for using a Non-Citibank ATM. (No fee for Citibank transfers or balance inquires). Other banks may assess a third party ATM surcharge fee even if first-listed owner on the account is age 62 or older	
	Deposited Check Returned Unpaid	\$12	Per check you deposit that is returned unpaid	
Stop Payment Fee	\$30	Per item you ask to stop payment on		
Overdraft and Returned Items	For Debit Card Purchases and ATM Withdrawals	\$0	If you do not have available funds to cover a debit card purchase or ATM transaction, we will decline the transaction at no cost to you	
	Insufficient Funds Fee*	\$34	An insufficient funds fee occurs when we do not pay the item	
	Overdraft Fee (in cases of insufficient funds)*	\$34	An overdraft fee may occur when we pay the item in cases of insufficient funds	
	Safety Check		Citibank can automatically transfer available funds to your Checking from your Savings or Money Market account to pay overdrafts covered by this service.	
	Checking Plus (Variable Rate)		Revolving line of credit that automatically transfers funds from your credit line to your checking account to cover your banking transactions. Checking Plus (variable rate) will prevent a check from being returned unpaid only to the extent your line of credit is unused and available for this purpose.	
Your Deposits and Withdrawals	The order in which your deposits and withdrawals are processed	Generally, your deposits and withdrawals are processed as follows: First: Deposits made before the cut-off time are added to your account balance. Second: Fees for services we provide. Third: Transactions received real-time during the day are deducted as they occur if there is a sufficient available balance in the account to pay for the transaction and any associated fee. Example: ATM, debit PIN or teller withdrawals including cashed checks; transfers or Citibank® Online bill payments initiated by you, debit card purchases at a merchant and most ACH debits** that we receive throughout the day. Fourth: Checks presented for payment and any ACH debit not deducted during the day are deducted from your remaining available balance in the order of lowest to highest dollar amount. **ACH (Automated Clearing House) debits are received electronically through a merchant you have instructed to bill your checking account (i.e., for your utility or phone bill).		
	When your deposits to your checking account become available	Cash Deposit with Teller	Generally available immediately on same Business Day of deposit	
		Cash Deposit at ATM	Generally available immediately, but no later than next Business Day after the Business Day of deposit	
		Check Deposit with Teller	Generally available no later than the next Business Day after the Business Day of deposit	
		Check Deposits at Proprietary Citibank ATMs	Generally available no later than the next Business Day after the Business Day of deposit	
		Direct Deposit	Same Business Day of deposit	
		Wire Transfer	Same Business Day of deposit	
If a longer delay is placed on your deposit, we will tell you when you make the deposit, and the first \$200 of your deposit will be made available the next Business Day after the Business Day of deposit. If your deposit is not made directly with a teller, or if we decide to place a longer delay on your deposit after you have left the branch, we will mail you the notice by the next Business Day. A "Business Day" is any day of the week that is not a Saturday, Sunday, or bank holiday. The end of Business Day is posted at each branch and varies by location.				

Helpful Ways to Avoid or Reduce Fees

- Get cash with **no surcharge fee** through our network of thousands of ATMs in the U.S. Locate one near you at www.citibank.com/locations
- Use your **no monthly fee debit card** for cash back at select merchants that offer this service
- Set up **balance and bill payment alerts** on Citibank Online to help manage your accounts and avoid overdrafts
- Consider our **overdraft protection services**: Safety Check links a money market or savings account to your checking account to help avoid check overdrafts. Or you can apply for a Checking Plus (Variable Rate) line of credit
- Use our **Online Wire Transfer services** to reduce wire transfer fees
- Use **Citibank Online** to get up to 7 years of online statement history, reducing potential statement copy fees
- Send a **Citibank Global Transfer** from your Citibank account to other eligible Citibank accounts in the world with no transfer fee. If the Citibank Global Transfer is made in a foreign currency, the exchange rate includes a commission for the currency conversion. Citibank Global Transfers are limited to select countries. Limits apply and vary by country.

Any questions? Call us at **1-888-CITIBANK (1-888-248-4226)** | **TTY 1-800-945-0258.**

Make the Most of Your Citibank Relationship

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- **Mobile and online banking options** to help manage finances wherever you are
- Set up free **Online Bill Payment** to save on postage and minimize number of checkbook orders
- **Direct deposit** of your paycheck or other checks to save on trips to the branch or ATM
- Use **Citi Financial Tools[®]** to manage your budget
- Set up **Auto Save** to help with your monthly savings plan

Optional Services Available

Service	Fee	What does this service provide?
Transfer Services		
Wire Transfer:		
Incoming Domestic and International	\$15	Transfer funds into your account from anywhere in the U.S. or abroad
Outgoing Domestic/International	\$35/\$45	Fee for initiating a wire transfer in a branch
Online Outgoing Domestic/International	\$25/\$35	Fee for initiating a wire transfer online
Travel/Foreign Currency Services		
Foreign Currency Exchange \$1,000 and over/Under \$1,000	no charge/\$5	Changing U.S. dollars into foreign currency or vice versa
Foreign Exchange Fee	3% of transaction amount	Transactions made outside the U.S. and Puerto Rico using a Citibank Banking card
Bank Checks/Official Checks/Checkbooks/Debit Cards		
Checkbook Orders	varies	Order and delivery of a checkbook
Official Check	\$10	Obtaining a check that is the obligation of a bank
Expedited Domestic Delivery of Replacement Debit Cards	\$6	Rush delivery in 1 to 2 business days of your debit card
Money Order for Customers	\$5	A money order can be used instead of a check
Research and Process Fees		
Consular Verification or Reference Letter	\$25	A Consular letter issued to Consulates or the Immigration Department to provide customer identification or a reference letter about a customer's account
Legal Process Compliance	\$125 per defendant and occurrence	Court-ordered bank levy, account liens, etc.
Collection Services		
Bond Coupon Redemption (per series)	\$10	Collect payment for a bond issued by a corporation, federal, state or local government agency
Collection of Notes and Sight Drafts on Domestic Bank	\$25	Accepting notes for deposit into accounts and collecting and depositing of note interest upon maturity
Collection of Checks from Foreign Banks	\$30 plus 3 rd party bank charges	Collection of checks drawn on foreign banks
Domestic Bank Collections	\$25 plus 3 rd party bank charges	When a U.S. check is sent for payment on a collection basis
Copy of Checks, Statements, Records and Certificates		
Copy of Canceled Check	\$5/item two free per month	Charged for ordering photocopies of checks
Interim Statement	\$5	Providing a copy of a statement from your last statement date to a mid point date you provide us
Miscellaneous Copies	\$5	Making copies of other documents such as deposit tickets or IRS Form 1099
Statement Copy (previous month)	\$5	Fee for obtaining a statement copy from the previous statement cycle; free statements are available online

We're here to help

Just give us a call anytime at **1-888-CITIBANK (1-888-248-4226)** TTY **1-800-945-0258**, speak with a Personal Asker at your nearest local branch, Tweet us at **@AskCiti** or visit us at **www.citibank.com**.

Additional Account Packages to Meet Your Needs

We also offer the **Citigold Account**, **Citi Priority Account**, **Citibank Account** and **Access Account** packages that may be right for you.

Don't have an account?

Apply now or call us at **1-800-374-9500 (TTY 1-800-945-0258)**.

This fact sheet is a summary of certain fees and features of your account. For more complete information about your account, please see your **Marketplace Addendum** and **Client Manual – Consumer Accounts**.

Terms, conditions and fees for accounts, products, programs and services are subject to change.

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CIVIL COVER SHEET

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The JS 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 by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Petra Lopez, on behalf of herself and all others similarly situated

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Robert R. Ahdoot (CSB 172098) AHDOOT & WOLFSON, PC 10728 Lindbrook Drive, Los Angeles CA 90024; 310-474-9111

DEFENDANTS

Citibank, N.A.

County of Residence of First Listed Defendant Sioux Falls, SD (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
3 Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant
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)

- Citizen of This State PTF 1 DEF 1
Citizen of Another State PTF 2 DEF 2
Citizen or Subject of a Foreign Country PTF 3 DEF 3
Incorporated or Principal Place of Business In This State PTF 4 DEF 4
Incorporated and Principal Place of Business In Another State PTF 5 DEF 5
Foreign Nation PTF 6 DEF 6

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

Click here for: Nature of Suit Code Descriptions.

Table with 5 columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Contains various legal categories and checkboxes.

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): 28 USC § 1332(d)(2)
Brief description of cause: Violations of Cal. Bus. & Prof Code § 17200

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 5,000,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 02/07/2018 SIGNATURE OF ATTORNEY OF RECORD s/ Robert R. Ahdoot

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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Case 2:18-at-00146 Document 1-2 Filed 02/07/18 Page 2 of 2
INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
 United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
 Original Proceedings. (1) Cases which originate in the United States district courts.
 Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
 Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: Citibank Charges as Much as \\$50 Per Month for Basic Checking Accounts 'Without Ever Telling Consumers'](#)
