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10 UNITED STATES DISTRICT COURT
11 SOUTHERN DISTRICT OF CALIFORNIA
12

13 KRISTEN SCHERTZER, individually and
on behalf of all others similarly situated

14 Plaintiff,

15 v.

16 BANK OF AMERICA, N.A.,

17 Defendant.
18

Case No. '19CV0264 JM MSB

CLASS ACTION COMPLAINT

[DEMAND FOR JURY TRIAL]

1 Plaintiff Kristen Schertzer (“Plaintiff”), on behalf of herself and all persons similarly
2 situated, alleges the following based on personal knowledge as to allegations regarding the
3 Plaintiff and on information and belief as to other allegations.

4 **INTRODUCTION**

5 1. Plaintiff brings this action on behalf of herself and classes of all similarly
6 situated consumers against Defendant Bank of America (“BOFA,” or “Bank”), arising
7 from a practice that breaches the Bank’s contracts and is deceptive and designed to unfairly
8 increase the Bank’s fee revenue.

9 2. This consumer class action challenges Bank of America’s systematic practice
10 of charging more than its promised rate of 3.00% when it assesses International Transaction
11 Fees on its customers’ international debit card transactions.

12 3. International Transaction Fees are assessed by certain retail banks, including
13 Bank of America, when a customer makes a purchase with his or her debit card at an
14 international retailer or when a withdrawal is made at an international ATM. Retail banks,
15 including Bank of America, charge a flat percentage of the transaction amount.

16 4. BOFA’s standard account agreement, the “Deposit Agreement and
17 Disclosures” (Account Agreement) and its accompanying fee disclosures, the “Personal
18 Schedule of Fees,” (“Fee Schedule”) govern all of their consumer deposit accounts in the
19 United States, including Plaintiff Schertzer’s checking account.

20 5. As set forth in the Fee Schedule, BOFA charges accountholders International
21 Transaction Fees of exactly 3.00% of the purchase amount on: 1) debit card purchases
22 made at international vendors; 2) ATM withdrawals made at International ATM machines;
23 and 3) internet purchases using a debit card made on websites of international merchants.
24 *See* Exhibit No. 1, “Personal Schedule of Fees, P.9, November 2, 2018.

25 6. BOFA’s Account Agreement and Fee Schedule do not permit BOFA to charge
26 International Transaction Fees in excess of 3.00%. However, BOFA engages in a
27 systematic, routine process of “rounding up,” to the nearest penny, in the assessment of its
28

1 International Transaction Fees, which in turn, permits the Bank to assess International
2 Transaction Fees as high as 5.2% of the total value of the transaction.

3 7. BOFA undertakes to maximize International Transaction Fees with a
4 deceptive practice which also violates its contracts. As discussed more fully below, it is a
5 breach of the Bank's contract and of reasonable consumers' expectations for the Bank to
6 charge International Exchange Fees in excess of 3.00%.

7 8. This rounding up is improper. Other banks refuse to engage in this practice.
8 For example, one of BOFA's primary market competitors in California, Union Bank, N.A.,
9 has a policy of "rounding down" to stay beneath Union Bank's disclosed International
10 Transaction Fee of 2.00%.

11 9. Plaintiff, and other BOFA customers, have been injured by BOFA's improper
12 practices. On behalf of herself and the Class, Plaintiff seeks damages, restitution and
13 injunctive relief for BOFA's breach of contract and violation of California consumer
14 protection laws.

15 **PARTIES**

16 10. Kristen Schertzer is a citizen and resident of San Diego, California and holds
17 a BOFA checking account.

18 11. Defendant BOFA is national bank with over 4,500 retail branches. Bank of
19 America has its headquarters and principal place of business in Charlotte, North Carolina.
20 Among other things, Bank of America is engaged in the business of providing retail
21 banking services to customers, including Plaintiff Schertzer and members of the putative
22 class, which includes the issuance of debit cards for use by its customers in conjunction
23 with their checking accounts. Bank of America operates banking centers and conducts
24 business throughout the State of California.

25 **JURISDICTION AND VENUE**

26 12. This Court has original jurisdiction over the action under the Class Action
27 Fairness Act ("CAFA") of 2005. Pursuant to 28 U.S.C. §§ 1332(d)(2) and (6), this Court
28 has original jurisdiction because the aggregate claims of the putative class embers exceed

1 \$5 million, exclusive of interests and costs, and at least one member of the proposed class
2 is a citizen of a different state than BOFA.

3 13. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because BOFA
4 is subject to personal jurisdiction here and regularly conducts business in this District, and
5 because a substantial part of the events or omissions giving rise to the claims asserted
6 herein occurred in this District.

7 **FACTUAL BACKGROUND AND GENERAL ALLEGATIONS**

8
9 14. International Transaction Fees are charged by debit card-issuing retail banks
10 when transactions made by their customers process in foreign currencies or pass through a
11 foreign bank in the payment settlement process.

12 15. International Transaction Fees are usually comprised of two components. The
13 first is a fee levied by the retail bank, which is typically a 1.00% to 2.00% fee on purchases
14 or ATM withdrawals made abroad. Second, the card's payment network, such as Visa or
15 Mastercard will tack on another fee, typically 1% of the total value of the transaction. The
16 1% added by the payment network(s) is referred to in the industry as the currency
17 conversion fee, which is assessed by the payment network when a purchase is made in a
18 currency other than U.S. dollars.

19 16. Despite these separate components, International Transaction Fees are
20 typically disclosed and presented to retail banking customers in deposit account agreements
21 and/or fee disclosure schedules as a fixed percentage, flat fee, ranging from 1.00% to 3.00%
22 of the total value of the international transaction at issue.

23 17. Bank of American's Foreign Transaction Fee is not mentioned in its standard,
24 70 page, Deposit Agreement and Disclosures. *See* Exhibit, "2" Deposit Agreement and
25 Disclosures (Effective November 2, 2018). It appears only, as incorporated by reference,
26 in the Bank of America Personal Schedule of Fees. *See* Exhibit "1" Bank of America
27 Personal Schedule of Fees, P.9.

1 18. Bank of America levies International Transaction Fees at the highest rate
2 among the largest consumer retail banks in the U.S., at 3% per transaction.

3 19. Bank of America processes hundreds of thousands of international debit card
4 transactions each day. When the Bank rounds up each International Transaction Fee
5 amount in violation of its contract, it goes largely unnoticed by accountholders, but the
6 Bank creates for itself millions of dollars in extra revenue annually.

7 **A. BOFA’s International Transaction Fee**

8 20. The BOFA standard Deposit Agreement and Disclosures (Effective
9 November 2, 2018) is the contract which governs the relationship between each account
10 holder and the bank. The standard Deposit Agreement and Disclosures incorporates by
11 reference, the Personal Schedule of Fees (Effective November 2, 2018). The Personal
12 Schedule of Fees states:

<p>13 International 14 Transaction 15 Fee</p>	<p>16 3% of the U.S. 17 Dollar amount 18 of 19 the 20 transaction</p>	<p>21 • Fee applies if you use your card to purchase 22 goods or services in a foreign currency or in 23 U.S. Dollars with a foreign merchant (a 24 “Foreign Transaction”). Foreign Transactions include internet transactions made in the U.S. but with a merchant who processes the transaction in a foreign country.</p> <p>• Fee also applies if you use your card to obtain foreign currency from an ATM. Visa® or Mastercard® converts the transaction into a U.S. dollar amount , and the International Transaction Fee applies to that converted U.S. dollar amount. ATM fees may also apply to ATM transactions. See ATM Fees section below.</p> <p>• See disclosure information that accompanied your card for more information about this fee.</p>
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25 See Exhibit No. 1, Fee Schedule, P. 9, Effective November 2, 2018.

26 21. The Personal Schedule of Fees states unambiguously that Bank of America
27 will not charge more than 3% of the U.S. Dollar amount of the transaction. Simply put, the
28

1 Bank may not ever assess an International Transaction Fee that exceeds 3.00% of the
2 transaction amount.

3 22. However, BOFA charges in excess of 3.00% on approximately half of all
4 international debit card transactions. In fact, in violation of its contract and without
5 disclosing this to its accountholders, BOFA systematically rounds up International
6 Transaction Fee amounts. This systematic, automated, rounding practice ensures that
7 Bank of America charges foreign transaction fees in amounts greater than the 3.00%
8 contractual limit and in some cases up to 5% of the total transaction amount.

9 23. For example, on a transaction amount of \$10.17, Bank of America calculates
10 the Foreign Transaction fee by multiplying 3% (0.03) x \$10.17 = \$0.3051. It then,
11 systematically rounds up the \$0.3051 to \$0.31. However, in so doing, it violates its Personal
12 Schedule of Fees, because \$0.31 is actually 3.04% of the \$10.17, not 3.00% as provided
13 for by the contract. Simply stated, in order to avoid exceeding the maximum permissible
14 fee of 3.00%, Bank of America is required to round down when calculating the fee. This is
15 why other banks, including one of its largest California competitors, Union Bank, N.A.,
16 for example, “rounds down” when assessing its customers’ foreign transaction fees to avoid
17 a similar occurrence.

18 24. BOFA breached its contract and deceived its customers when it assessed
19 International Transaction Fees in excess of 3.00% due to the Bank’s uniform rounding
20 practice.

21 **B. Plaintiff Schertzer’s Experience**

22 25. Ms. Schertzer maintains a regular checking account at BOFA. Ms. Schertzer
23 is a citizen of California and resides in San Diego, California 92101. On or about June 28,
24 2018, Ms. Schertzer traveled to London on her way to a European vacation. Ms. Schertzer,
25 engaged in several foreign debit card transactions over the course of her nearly two week
26 vacation.

27 26. For example, Ms. Schertzer made a debit card purchase in Amsterdam,
28 Netherlands on July 9, 2018 for \$0.19. BOFA, in its processing of the International

Transaction Fee, multiplied the \$0.19 x 3% and arrived at \$0.0055 cents, a fraction of a penny. Rather than waiving this charge as *de minimis*, Bank of America, “rounded up” and assessed Ms. Schertzer a Foreign Transaction Fee of \$0.01. The \$0.01 Foreign Transaction Fee applied by Bank of America to Ms. Schertzer’s \$0.19 charge is approximately 5.26% of the total value of her transaction – well over the total permissible contract rate of 3.00%. Ms. Schertzer received several additional overcharges on her trip as a result of Bank of America’s rounding practice.

27. On or about August 13, 2018, Ms. Schertzer traveled to Tijuana, Mexico for a brief trip. Bank of America again assessed her International Transaction Fees in excess of the permissible contract rate delineated by the Fee Schedule.

28. Ms. Schertzer was charged the following International Transaction Fees on her two trips (one to Europe in July 2018 and one to Mexico in August of 2018) in violation of the mandated 3.00% as set forth on the BOFA Fee Schedule:

///

Date of Transaction:	Amount of Debit Card Purchase:	Int. Tran. Fee Assessed by BOFA:	Total % of the International Transaction Fee:
			Max Rate = 3.00%
07/02/2018	\$13.22	\$0.40	3.03%
07/02/2018	\$6.61	\$0.20	3.03%
07/02/2018	\$18.50	\$0.56	3.03%
07/02/2018	\$6.61	\$0.20	3.03%
07/02/2018	\$11.90	\$0.36	3.03%
07/02/2018	\$30.87	\$0.93	3.01%
07/05/2018	\$4.96	\$0.15	3.02%
07/05/2018	\$0.19	\$0.01	5.26%
07/09/2018	\$56.84	\$1.71	3.01%

1	07/09/2018	\$26.89	\$0.81	3.01%
2	07/09/2018	\$23.53	\$0.71	3.02%
3	07/09/2018	\$3.52	\$0.11	3.13%
4	07/09/2018	\$23.54	\$0.71	3.02%
5	07/11/2018	\$16.60	\$0.50	3.01%
6	07/11/2018	\$10.97	\$0.33	3.01%
7	07/11/2018	\$12.30	\$0.37	3.01%
8	8/13/2018	\$10.17	\$0.31	3.05%
9	8/13/2018	\$17.19	\$0.52	3.02%

11 29. Ms. Schertzer was overcharged \$0.18 on her two trips alone from July, 2018
 12 and August 2018. Bank of America boasts over 47 million accounts (*See* Bank of
 13 American Annual Report 2017, p.35, Executive Summary; Business Overview). If even
 14 one quarter or one third of those accountholders engaged in international travel or made
 15 internet purchases from foreign retailers, the Bank’s ill-begotten gains from its rounding
 16 practice amount to millions of dollars per year.

17 30. Simply stated, the stolen pennies add up to millions of dollars.

18 **C. BOFA Abuses Discretion**

19 31. To the extent the account documents do not explicitly permit the charging of
 20 International Transaction Fees in excess of 3.00%, as described above, BOFA exploits
 21 contractual discretion to the detriment of accountholders and breaches good faith and fair
 22 dealing when it uses these policies.

23 32. BOFA routinely and systematically charges International Transaction Fees
 24 over and above the contractually permissible rate of 3.00% of the total amount of the
 25 transaction, by rounding up, in the calculation of the fee to the nearest penny. What this
 26 means is when BOFA multiplies 3% times the total dollar amount of the foreign
 27 transaction, if the third decimal place results in a “5” or higher number, the fee assessed is
 28 “rounded up” to the nearest penny. The result of this rounding is that fractional charges of

1 a penny, become full pennies, pushing the aggregate International Transaction Fee well
2 above the permissible 3.00%.

3 33. BOFA uses its discretion to round up these calculations without informing or
4 disclosing to its customers that, in so doing, the aggregate International Transaction Fee
5 will exceed 3.00%. BOFA uses its discretion in an unreasonable way that violates common
6 sense and reasonable consumer expectations. BOFA uses its contractual discretion to set
7 the meaning “3%” to include charges of 3.01%-5.26% of the aggregate foreign transaction
8 amount; a choice that directly causes an improper amount of International Transactional
9 Fees to be imposed.

10 34. By assessing International Exchange Fees in this manner, BOFA engages in
11 bad faith and contradicts reasonable consumer expectations.

12 **CLASS ACTION ALLEGATIONS**

13
14 35. Plaintiff brings this action on her own behalf and all others similarly situated.
15 The Class includes:

16 All holders of a BOFA checking account who, within the applicable statute
17 of limitation preceding the filing of this lawsuit, incurred an International
18 Transaction Fee in excess of 3.00% on an International Transaction
conducted with a Debit Card (the “National Class”).

19 All holders of a BOFA checking account in the State of California who,
20 within the applicable statute of limitation preceding the filing of this lawsuit,
21 incurred an International Transaction Fee in excess of 3.00% on an
22 International Transaction conducted with a Debit Card (the “California
Class”).

23
24 36. Excluded from the Classes are Defendant, its subsidiaries and affiliates, their
25 officers, directors and members of their immediate families and any entity in which
26 defendants have a controlling interest, the legal representatives, heirs, successors or assigns
27 of any such excluded party, the judicial officer(s) to whom this action is assigned, and the
28 members of their immediate families.

1 37. Plaintiff reserves the right to modify or amend the definition of the proposed
2 Class and/or to add a Subclass(es) if necessary before this Court determines whether
3 certification is appropriate.

4 38. The questions here are ones of common or general interest such that there is a
5 well-defined community of interest among the class members. These questions
6 predominate over questions that may affect only individual class members because BOFA
7 has acted on grounds generally applicable to the class. Such common legal or factual
8 questions include, but are not limited to:

9 a. Whether BOFA improperly “rounds up,” to the nearest penny, all
10 International Transaction Fees assessed on foreign debit card
11 transactions.

12 b. Whether such conduct violates the contract;

13 c. Whether such conduct is deceptive or in bad faith; and

14 d. Whether Plaintiff and other members of the Class have sustained
15 damages as a result of BOFA’s wrongful business practices described
16 herein, and the proper measure of damages.

17 39. The parties are numerous such that joinder is impracticable. Upon information
18 and belief, and subject to class discovery, the Classes consist of thousands of members or
19 more, the identity of whom are within the exclusive knowledge of and can be ascertained
20 only by resort to BOFA’s records. BOFA has the administrative capability through its
21 computer systems and other records to identify all members of the Class, and such specific
22 information is not otherwise available to Plaintiff.

23 40. It is impracticable to bring Class members’ individual claims before the Court.
24 Class treatment permits a large number of similarly situated persons or entities to prosecute
25 their common claims in a single forum simultaneously, efficiently and without the
26 unnecessary duplication of evidence, effort, expense, or the possibility of inconsistent or
27 contradictory judgments that numerous individual actions would engender. The benefits
28 of the class mechanism, including providing injured persons or entities with a method for

1 obtaining redress on claims that might not be practicable to pursue individually,
2 substantially outweigh any difficulties that may arise in the management of this class
3 action. No consumer would individually pursue a claim for these amounts. This type of
4 conduct is precisely within the ambit of the F.R.C.P. Rule 23.

5 41. Plaintiff's claims are typical of the claims of the other Class members in that
6 they arise out of the same wrongful business practice by BOFA, as described herein.

7 42. Plaintiff is more than an adequate representative of the Classes in that she has
8 a BOFA checking account and has suffered damages as a result of BOFA's usurious and
9 improper business practices. In addition:

10 a. Plaintiff is committed to the vigorous prosecution of this action on behalf of
11 herself and all others similarly situated and has retained competent counsel
12 experienced in the prosecution of class actions and, in particular, class actions on
13 behalf of consumers against financial institutions;

14 b. There is no conflict of interest between Plaintiff and the unnamed Class
15 members;

16 c. They anticipate no difficulty in the management of this litigation as a class
17 action; and

18 d. Plaintiff's legal counsel has the financial and legal resources to meet the
19 substantial costs and legal issues associated with this type of litigation.

20 43. Plaintiff knows of no difficulty to be encountered in the maintenance of this
21 action that would preclude its maintenance as a class action.

22 44. BOFA has acted or refused to act on grounds generally applicable to the class,
23 thereby making appropriate final injunctive relief or corresponding declaratory relief with
24 respect to the class as a whole.

25 45. All conditions precedent to bringing this action have been satisfied and/or
26 waived.

27 **CAUSES OF ACTION**

28 **FIRST CAUSE OF ACTION**
BREACH OF CONTRACT INCLUDING THE COVENANT
OF GOOD FAITH AND FAIR DEALING

(On Behalf of Plaintiff, the Nationwide Class, and the California Class)

1 46. Plaintiff incorporates the preceding allegations by reference as if fully set
2 forth herein.

3
4 47. Plaintiff and BOFA contracted for checking account and debit card services,
5 as embodied in the Account Agreement and Fee Schedule.

6 48. The Fee Schedule states that BOFA will assess an International Transaction
7 Fee *capped at 3%*. See Exhibit No. 1, Fee Schedule, P. 9. (bold and italics added).

8 49. BOFA breached its contract with Ms. Schertzer and class members when it
9 assessed International Transaction Fees in excess of 3.00%, as described herein.

10 50. Plaintiff and members of the putative Class have performed all of the
11 obligations on them pursuant to Account Agreement and Fee Schedule.

12 51. Plaintiff and members of the putative Class have sustained monetary damages
13 as a result of Defendant's breach.

14 52. Under the laws of the State of California and other states where BOFA does
15 business, good faith is an element of every contract. Whether by common law or statute,
16 all such contracts impose upon each party a duty of good faith and fair dealing. Good faith
17 and fair dealing, in connection with executing contracts and discharging performance and
18 other duties according to their terms, means preserving the spirit—not merely the letter—
19 of the bargain. Put differently, the parties to a contract are mutually obligated to comply
20 with the substance of their contract in addition to its form. Evading the spirit of the bargain
21 and abusing the power to specify terms constitute examples of bad faith in the performance
22 of contracts.

23 53. Subterfuge and evasion violate the obligation of good faith in performance
24 even when an actor believes their conduct to be justified. Bad faith may be overt or may
25 consist of inaction, and fair dealing may require more than honesty. Examples of bad faith
26 are evasion of the spirit of the bargain, willful rendering of imperfect performance, abuse
27 of a power to specify terms, and interference with or failure to cooperate in the other party's
28 performance.

1 54. BOFA breached the covenant of good faith and fair dealing in its Account
2 Agreement and Fee Schedule by engaging in the policies and practices as alleged herein.
3 Specifically, BOFA abuses its discretion under the contract by rounding up transactions
4 such that BOFA charges International Transaction Fees exceeding 3.00% on a per
5 transaction basis.

6 55. Plaintiff and members of the Class have performed all, or substantially all, of
7 the obligations imposed on them under the contract.

8 56. Plaintiff and members of the Class have sustained damages as a result of
9 BOFA's breach of the contract and breach of the covenant of good faith and fair dealing.

10 **SECOND CAUSE OF ACTION**
11 **VIOLATION OF THE UCL**
12 **Cal. Bus. & Prof. Code § 17200, et seq.**
13 **(On Behalf of Plaintiff and the California Class)**

14 57. Plaintiff incorporates the preceding allegations by reference as if fully set
15 forth herein.

16 58. California Business & Professions Code § 17200 prohibits acts of "unfair
17 competition," including any "unlawful, unfair or fraudulent business act or practice."
18 BOFA's conduct related to the imposition of International Exchange Fees violated the
19 statute's "unfair" and "fraudulent" prongs.

20 59. BOFA committed unfair business acts and practices in violation of Cal. Bus.
21 & Prof. Code § 17200, et seq., by representing to Plaintiff and the public that it will charge
22 only a flat 3.00% fee for international debit card transactions. BOFA failed to disclose that
23 its rounding practices result in the assessment of such fees in excess of 3.00%.

24 60. BOFA committed fraudulent business acts and practices in violation of Cal.
25 Bus. & Prof. Code § 17200, et seq., when it affirmatively and knowingly misrepresented
26 that it charges a flat 3.00% International Transaction Fee.

27 61. As a direct and proximate result of BOFA's unfair and deceptive practices,
28 Plaintiff and Class members suffered and will continue to suffer actual damages.

1 62. As a result of its unfair and deceptive conduct, BOFA has been unjustly
2 enriched and should be required to disgorge its unjust profits and make restitution to
3 Plaintiff and Class members pursuant to Cal. Bus. & Prof. Code §§ 17203 and 17204.

4 63. Plaintiff and the Class further seek an order enjoining BOFA's unfair or
5 deceptive acts or practices, and an award of attorneys' fees and costs under Cal. Code of
6 Civ. Proc. § 1021.5.

7 **THIRD CAUSE OF ACTION**
8 **CONVERSION**

9 **(On Behalf of Plaintiff, the National Class, and the California Class)**

10 64. Plaintiff incorporates the preceding allegations by reference as if fully set
11 forth herein.

12 65. BofA had and continues to have a duty to maintain and preserve its customers'
13 checking accounts and to prevent their diminishment through its own wrongful acts.

14 66. BofA has collected excessive International Transaction Fees from Plaintiff
15 and the members of the Classes, and has taken specific and readily identifiable funds from
16 their accounts in payment of these fees in order to satisfy them.

17 67. BofA has, without proper authorization, assumed and exercised the right of
18 ownership over these funds, in hostility to the rights of Plaintiff and the members of the
19 Classes, without legal justification.

20 68. BofA continues to retain these funds unlawfully without the consent of
21 Plaintiff or members of the Classes.

22 69. BofA intends to permanently deprive Plaintiff and the members of the Classes
23 of these funds.

24 70. These funds are properly owned by Plaintiff and the members of the Classes,
25 not BofA, which now claims that it is entitled to their ownership, contrary to the rights of
26 Plaintiff and the members of the Classes.

27 71. Plaintiff and the members of the Classes are entitled to the immediate
28 possession of these funds.

72. BofA has wrongfully converted these specific and readily identifiable funds.

1 73. BofA's wrongful conduct is continuing.

2 74. As a direct and proximate result of this wrongful conversion, Plaintiff and the
3 members of the Classes have suffered and continue to suffer damages.

4 75. By reason of the foregoing, Plaintiff and the members of the Classes are
5 entitled to recover from BofA all damages and costs permitted by law, including all
6 amounts that BofA has wrongfully converted.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff demands judgment against Defendant for herself and the
10 Class members as follows:

- 11 (a) Certifying this matter as a class action;
- 12 (b) Designating Plaintiff as an appropriate Class representative and her
13 counsel as Class Counsel;
- 14 (c) Declaring BOFA's practice of charging International Transaction Fees
15 in excess of 3.00% to be wrongful, unfair, deceptive, and a breach of
16 contract;
- 17 (d) Restitution of all relevant International Exchange Fees paid to BOFA
18 by Plaintiff and the Classes, as a result of the wrongs alleged herein an
19 amount to be determined at trial;
- 20 (e) Disgorgement of the ill-gotten gains derived by BOFA from its
21 misconduct;
- 22 (f) Actual damages in an amount according to proof;
- 23 (g) Statutory, punitive, and exemplary damages, as permitted by law;
- 24 (h) Pre-judgment interest at the maximum rate permitted by applicable
25 law;
- 26 (i) An order enjoining BOFA from continuing to misrepresent its
27 International Transaction Fee policies in its publicly available
28 documents and marketing materials, such as its "Account Agreement"
and "Fee Schedule"

- 1 (j) Costs and disbursements assessed by Plaintiff in connection with this
2 action, including reasonable attorneys' fees pursuant to applicable
3 law; and
4 (k) Such other relief as this Court deems just and proper.

5 **DEMAND FOR JURY TRIAL**

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

8 Dated: February 5, 2019

9 **CARLSON LYNCH SWEET**
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