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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF CALIFORNIA

ZACHARY BOSTICK, individually
and on behalf of himself and all others
similarly situated,

Plaintiff,

v.

INTUIT, INC. d/b/a TURBOTAX,
INTUIT TT OFFERINGS, INC.,
CK PROGRESS, INC. d/b/a CREDIT
KARMA LLC,
MVB BANK, INC.,
FIRST CENTURY BANK, N.A.
SANTA BARBARA TAX PRODUCTS
GROUP, LLC, and
GREEN DOT BANK,

Defendants.

Case No.: '26CV1444 H VET

CLASS ACTION

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF FOR
VIOLATIONS OF:**

- (1) THE MILITARY LENDING ACT,
10 U.S.C. § 987, et seq. – ACCOUNT
ACCESS**
- (2) THE MILITARY LENDING ACT,
10 U.S.C. § 987, et seq. – EXCESSIVE
FEES**
- (3) THE MILITARY LENDING ACT,
10 U.S.C. §987, et seq. – UNLAWFUL
WAIVER**

JURY TRIAL DEMANDED

1 Plaintiff Zachary Bostick, a dependent spouse of a member of the United States
2 Navy (“Plaintiff”), and a California citizen, on behalf of himself and all others similarly
3 situated, alleges the following based upon personal knowledge as to himself and upon
4 information and belief and the investigation of his counsel as to all other matters, and
5 brings this Class Action Complaint against Intuit Inc. d/b/a TurboTax, Intuit TT
6 Offerings, Inc., CK Progress Inc. d/b/a Credit Karma, MVB Bank, Inc., First Century
7 Bank, N.A., Santa Barbara Tax Products Group, LLC, and Green Dot Bank,
8 (collectively “Intuit” and/or “Defendants”) and alleges as follows:

9 **NATURE OF THE ACTION**

10 1. This Complaint seeks to protect active-duty military service members and
11 their families from Defendants’ unlawful lending practices which violate the Military
12 Lending Act, 10 U.S.C. § 987, *et seq.* (“MLA”).

13 2. The MLA was enacted to protect United States active-duty service
14 members and their dependents (collectively, “Covered Members”) from predatory or
15 unlawful lending practices. Such practices endanger our nation’s military readiness and
16 are detrimental to service member retention, morale, household stability, security
17 clearances, and career advancement.

18 3. Intuit, Inc. is the nation’s largest provider of online tax return preparation
19 and electronic filing services through its TurboTax platform. TurboTax markets and
20 facilitates short-term refund-based consumer loans known as “Refund Advance” loans,
21 allowing taxpayers to receive a portion of their anticipated federal refund shortly after
22 filing, often the same day.

23 4. These loans are repaid by a covered borrower’s expected refund when the
24 tax refund is received.

25 5. Refund Advance loans are issued by partner banks, including MVB Bank
26 or First Century Bank, N.A., but are facilitated through Intuit subsidiaries, including
27 Intuit TT Offerings Inc. and Intuit Financing Inc.

28

1 6. Defendants’ Refund Advance product is inseparable from a web of
2 required ancillary financial accounts that generate revenue despite Defendants’
3 marketing of the loan itself as “no-fee” and “0% APR.”

4 7. Consumers who use the Refund Advance product must open and maintain
5 a Credit Karma Money Spend checking account in order to apply for and receive loan
6 proceeds.

7 8. The loan agreement expressly provides that WebBank will not process a
8 Refund Advance application unless the consumer has first been approved for a Credit
9 Karma Money Spend account.

10 9. While Defendants represent the Refund Advance Loan carries no interest
11 or loan fees, repayment is structured through temporary deposit accounts—a “Refund
12 Account”—over which Defendants and their banking partner exercise exclusive
13 control.

14 10. Although Defendants represent that Refund Advance loans carry no
15 interest or loan fees, the required Credit Karma Money Spend account imposes
16 transaction-based fees, including ATM withdrawal charges, which are incurred incident
17 to the extension of credit and must be included in the Military Annual Percentage Rate
18 (“MAPR”).

19 11. The required account structure enables Defendants to extract value through
20 mandatory banking products and associated fees that reduce the consumer’s tax refund.
21 These costs are not incidental; they are integral to the Refund Advance Loan program
22 and disproportionately impact service members and/or their spouses or dependents
23 living paycheck to paycheck, rendering the product far more expensive than
24 Defendants’ marketing suggests.

25 12. Thus, although Defendants advertise the Refund Advance Loan as a “0%
26 APR” loan, the product’s structure and required ancillary services cause the MAPR to
27 far exceed the MLA’s 36% cap for Covered Borrowers, including active-duty service
28 members and their dependents.

1 13. The MLA prohibits creditors from extending consumer credit to covered
2 borrowers at a MAPR greater than 36%, calculated to include not only interest, but also
3 fees and charges imposed directly or indirectly as a condition of the extension of credit.
4 *See* 10 U.S.C. § 987, *et seq.*

5 14. Critically, the MAPR expressly includes: application fees, participation
6 fees, fees for ancillary products required to obtain credit, and fees imposed in
7 connection with a transaction for consumer credit.

8 15. Thus, Defendants’ reliance on a nominal “0% APR” is legally irrelevant if
9 the economic cost of credit, properly calculated, exceeds the MLA’s statutory ceiling.

10 16. In addition, consumers are required to agree to mandatory arbitration
11 provisions and class action waivers contained both in the Refund Advance loan
12 agreement and the Credit Karma Money Spend account agreement.

13 17. The MLA expressly prohibits creditors from requiring Covered Borrowers
14 to submit to arbitration or waive their rights to seek relief in court as a condition of
15 consumer credit. 10 U.S.C. § 987(e).

16 18. Plaintiff, a dependent spouse of member of the United States Navy, has
17 used Defendants’ tax services and, at relevant times, has obtained a Refund Advance
18 Loan.

19 19. By virtue of the unlawful arbitration agreement within each loan’s relevant
20 terms, as well as fees charged, Defendants extended consumer credit to Plaintiff on
21 numerous occasions in violation of the MLA.

22 20. As tax refund advance loans have become more popular, the parallels to
23 payday lending are striking.

24 21. In violation of the MLA, Defendants’ products charge an MAPR well in
25 excess of the MLA’s legal limit.

26 22. Defendants’ loans violate the MLA in at least six ways: by (1) charging
27 interest above the 36% statutory MAPR cap; (2) failing to provide credit disclosures
28 required by the MLA; (3) including purported class action ban and jury trial waiver; (4)

1 including a mandatory binding arbitration clause; (5) including unreasonable notice
2 requirements imposed on borrowers as a condition for legal action, and (6) using a
3 method of access to a deposit, savings, or other financial account maintained by the
4 borrower as security for the obligation. 10 U.S.C. §§ 987(b), (c) & (e)(1), (2), (4), (5),
5 (6).

6 23. Among the abusive lending practices that the MLA was designed to curb
7 was predatory loans made to service members.¹

8 24. In a Department of Defense (“DoD”) report on lending practices affecting
9 military members (the “Report”), the egregious lending practices prevalent in the
10 lending industry were highlighted.²

11 25. The Report noted that lenders were “heavily concentrated around military
12 bases,” with statistics showing that communities with military installations “rank
13 among the most heavily targeted communities in their respective states.”³

14 26. Military populations were targeted for an obvious reason: “active-duty
15 military personnel are three times more likely than civilians to have taken out a payday
16 loan,” with such loans “costing service members over \$80 million in abusive fees
17 annually as of 2005.”⁴

18 27. Defendants’ business practices violate the MLA and are part of a
19 systematic nationwide policy and practice.

20 28. Plaintiff seeks to hold Defendants accountable for their actions and prevent
21 their predatory lending practices from continuing.

22
23
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25 ¹ Report on Predatory Lending Practices Directed at Members of the Armed Forces and
26 Their Dependents, U.S. DEP’T OF DEFENSE (Aug. 9, 2006), available at
<https://apps.dtic.mil/sti/pdfs/ADA521462.pdf>.

27 ² *Id.* at 10–16.

28 ³ *Id.* at 10–11.

⁴ *Id.* at 11.

THE PARTIES

1
2 29. Plaintiff, a dependent spouse of a member of the United States Navy, is an
3 individual over 18 years of age. At all relevant times, Plaintiff was a natural person
4 resident of San Diego, California. During the class period, Plaintiff was a Covered
5 Member as that term is defined by the MLA.

6 30. Defendant Intuit, Inc. d/b/a TurboTax, is a California corporation with its
7 headquarters at 2700 Coast Ave, Mountain View, California 94043.

8 31. Defendant Intuit Inc. is a California corporation that is registered to do
9 business in the State of California. Defendant Intuit Inc.’s principal place of business is
10 in California, and this Defendant may be served at 2710 Gateway Oaks Drive, Suite
11 150N, Sacramento, CA 95833.

12 32. Defendant Intuit, Inc. has offered loan agreements to consumers, including
13 Covered Members, during the relevant time period.

14 33. Defendants Intuit Financial and Intuit TT Offerings, Inc., are subsidiaries
15 of Intuit, Inc. California corporation with their headquarters at 2700 Coast Ave,
16 Mountain View, California 94043.

17 34. Defendant Intuit TT Offerings Inc. serves as the transmitter of
18 electronically filed tax returns through TurboTax. Intuit TT Offerings Inc. is identified
19 as a transmitter and information-sharing entity in the refund processing and loan-related
20 agreements.

21 35. Defendant CK Progress Inc. d/b/a Credit Karma is the program partner
22 through which the Credit Karma Money Spend Account is offered and is headquartered
23 at 1100 Broadway, Oakland, California 94607.

24 36. Defendant MVB Bank, Inc. (“MVB”) provides the Credit Karma Money
25 Spend checking account that borrowers must open as a condition of obtaining a Refund
26 Advance Loan. MVB Bank is headquartered at 301 Virginia Avenue, Fairmont, West
27 Virginia, 26554.

28

1 37. Defendant First Century Bank, N.A. (“FCB”) is the originating lender that
2 underwrites and disburses Refund Advance Loans. FCB is headquartered at 1731 N
3 Elm St, Commerce, GA 30529.

4 38. Defendant Santa Barbara Tax Products Group, LLC, (“SBTPG”) a division
5 of Green Dot Corporation operates the Refund Processing Service and establishes the
6 temporary Green Dot Deposit Account through which refunds are received and
7 deductions are taken. Green Dot is headquartered at 114 W 7th St, Suite 240, Austin,
8 TX 78701.

9 39. Defendants have acted in concert and are jointly and severally liable for
10 their concerted and collective violations of the MLA.

11 JURISDICTION AND VENUE

12 40. This Court has jurisdiction over Defendants, because they, at all times
13 relevant herein, regularly conducted business in the State of California, including
14 providing tax preparation services in California and making loans or servicing loans to
15 service members in California.

16 41. Venue is proper in this District because Defendants coordinated business
17 operations in California, did business in California and in this District, and committed
18 the wrongful lending practices alleged herein in this District. Additionally, Plaintiff
19 interacted with Defendants’ products in San Diego County, and was forced to agree to
20 arbitration, in violation of the MLA, while physically located in San Diego County.

21 LEGAL BACKGROUND

22 **The MLA was Designed to Protect Covered Members Just Like Plaintiff** 23 **and the Class**

24 42. The Department of Defense’s Report on lending practices discussed the
25 payday lending industry at length.⁵ The Report noted that payday lenders were “heavily
26 concentrated around military bases,” with statistics showing that communities with
27

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⁵ Report, *supra* n.1.

1 military installations “rank among the most heavily targeted communities in their
2 respective states.”⁶

3 43. Military populations were targeted for an obvious reason: “active-duty
4 military personnel are three times more likely than civilians to have taken out a payday
5 loan,” with such loans costing service members millions in abusive fees.⁷ Moreover,
6 the military payment architecture, and the Uniform Code of Military Justice to which
7 service members are bound, make them particularly vulnerable to predatory payday
8 loans:

9 Check-holding, a central feature of payday loans, is particularly risky
10 for military borrowers. Every payday loan involves a prospective “bad”
11 check. Military borrowers are required to maintain bank accounts in
12 order to receive direct deposit of military pay and are subject to the
13 Uniform Code of Military Justice that penalizes deliberately writing a
14 check not covered by funds on deposit. Borrowers become trapped in
15 repeat borrowing or renewals of loans in order to keep the check used
16 to obtain the loan from bouncing, a key reason that payday loans are
17 debt traps.⁸

18 44. While the precise tax refund advance product offering was developed
19 somewhat recently, its genre of high interest loans is not new. In 2006, the DoD noted
20 military “borrowers encounter[ed] a booming virtual market of small loan offers,
21 payday loans, and ‘military loans’ via the Internet.”⁹ Those loans, like Defendants’
22 loans, “are delivered and collected online through electronic fund transfer.”¹⁰

23 ⁶ *Id.* at 10–11.

24 ⁷ *Id.* at 11.

25 ⁸ *Id.* at 14. To be sure, Refund Advance Loan providers like Defendants do not collect
26 physical checks from their customers at loan initiation but instead takes a virtual check
27 by requiring Covered Members to authorize automatic debits from their tax refunds
28 to repay their loans.

⁹ *Id.* at 15.

¹⁰ *Id.* at 16.

1 45. The Report noted key similarities between the various predatory lending
2 products that accurately encapsulate Defendants’ business model:

3 (1) Predatory lenders seek out young and financially inexperienced
4 borrowers who have bank accounts and steady jobs, but also have little
5 in savings, flawed credit or have hit their credit limit. These borrowers
6 are less likely to weigh the predatory loan against other opportunities
7 and are less likely to be concerned about the consequences of taking the
8 loan.

9 (2) Predatory lenders make loans based on access to assets (through checks,
10 bank accounts, car titles, tax refunds, etc.) and guaranteed continued
11 income, but not on the ability of the borrower to repay the loan without
12 experiencing further financial problems.¹¹

13 (3)... Increasingly the Internet is used to promote loans to service
14 members.

15 (4) Predatory products feature high fees/interest rates, with some requiring
16 balloon payments, while others pack excessive charges into the
17 product. The result of their efforts is to obfuscate the comparative cost
18 of their product with other options available to the borrower.

19 ...

20 (6) Predatory lenders attempt to work outside of established usury limits,
21 either by attempting to obtain exemptions from federal and state
22 statutes or by developing schemes designed to circumvent existing
23 laws.¹²

24 46. The Report further found “high interest loans, whether provided as a
25 payday loan, military installment loan, or as a result of unscrupulous automobile
26

27 ¹¹ To that end, lenders’ “use of checks, access to bank accounts, [and similar other
28 methods of extracting repayment] pressure the borrow to consider loan payments as
being their top priority.” *Id.* at 44.

¹² *Id.* at 21- 22

1 financing can leave a service member with enormous debt, family problems, difficulty
2 maintaining personal readiness and a tarnished career.”¹³ As if being trapped in a debt
3 cycle is not bad enough, some service member victims of payday and other lenders
4 experienced disciplinary action (ranging from reprimands to “loss of promotions and
5 separation from the military”) as a result of their financial hardship.¹⁴

6 47. Drawing from the bountiful evidence of service member abuse at the hands
7 of predatory lenders, the DoD concluded it could not “prevent predatory lending without
8 assistance from Congress, the state legislatures, and federal and state enforcement
9 agencies.”¹⁵

10 48. To curb usurious interest rates, excessive annual percentage rates
11 (“APRs”), and bogus fees, the DoD requested legislation that would prevent lenders
12 from preying on service members and endangering the nation’s military readiness.¹⁶

13 49. The American Bar Association and others expressed support for the DoD’s
14 request, noting the urgent need for remedial Congressional action to curb predatory loan
15 practices harming service members. The legislation requested was supported by the
16 DoD, military and veterans’ organizations, legal aid organizations, consumer advocacy
17 groups, faith-based organizations, and of course lawmakers.

18 50. Congress answered the call and passed the MLA to protect Covered
19 Members from unfair, deceptive, and excessively priced loans.

22 ¹³ *Id.* at 39.

23 ¹⁴ *Id.* at 41–42.

24 ¹⁵ *Id.* at 46.

25 ¹⁶ Specifically, the DoD requested legislation protecting service members “from unfair,
26 deceptive lending practices and usurious interest rates and to require uniform
27 disclosure of credit and terms. Specifically, lenders should not be permitted to base
28 loans on prospective bad checks, electronic access to bank accounts, mandatory
military allotments, or titles to vehicles. All costs involved in borrowing should be
included in interest rate calculations and disclosures. Laws and regulations must be
changed to close regulatory loopholes that leave non-resident military borrowers
unprotected in many states.” *Id.*

1 **The Military Lending Act**

2 51. In the wake of the DoD’s investigations, in 2006, the Military Lending Act,
3 10 U.S.C. § 987 *et seq.* was enacted.

4 52. The MLA makes it unlawful for a creditor to “impose an annual percentage
5 rate of interest greater than 36 percent with respect to the consumer credit extended to
6 a Covered Member or a dependent of a Covered Member.” 10 U.S.C. § 987(b).

7 53. The MLA also requires mandatory disclosures in “consumer credit”¹⁷
8 transactions with Covered Members, which include:

- 9 • A statement of the annual percentage rate of interest applicable to the
10 extension of credit, 10 U.S.C. § 987(c)(1)(A);
- 11 • Any disclosures required under the Truth in Lending Act, 10 U.S.C. §
12 987(c)(1)(B); and
- 13 • A clear description of the payment obligations of the member or
14 dependent, as applicable, 10 U.S.C. § 987(c)(1)(C).

15 54. Additionally, the MLA prohibits creditors from including provisions in a
16 consumer-credit transaction that require the Covered Borrower to submit to arbitration
17 or to waive the borrower’s right to legal recourse. 10 U.S.C. § 987(e).

18 55. The MLA also makes it unlawful to use a check or other method of access
19 to a deposit, savings, or other financial account maintained by the borrower as security
20 for the obligation. 10 U.S.C. § 987(e).

21 **FACTUAL BACKGROUND**

22 **Tax Refund Advance Loans**

23 56. Defendants market and facilitate short-term, refund-based consumer loans
24 known as TurboTax Refund Advance Loans (“Refund Advance Loans”), which allow
25 taxpayers to receive a portion of their anticipated federal tax refund shortly after filing.

26
27 ¹⁷ Under the MLA, consumer credit is defined as “credit offered or extended to a
28 Covered Member primarily for personal, family, or household purposes,” subject to a
finance charge or payable by written agreement in more than four installments and
outside the ambit of any of the identified exceptions.

1 57. Refund Advance Loans are originated by partner banks including First
2 Century Bank, N.A. and/or WebBank, but are offered through and inseparable from the
3 TurboTax platform operated by Intuit.

4 58. As a condition of receiving a Refund Advance Loan, borrowers must apply
5 for and be approved for a Credit Karma Money Spend checking account provided by
6 MVB Bank, Inc. The originating lender will not process a Refund Advance Loan
7 application unless the borrower has been approved for this required Spend Account (the
8 “Required Accounts”).

9 59. If the loan is approved, the originating lender disburses the proceeds
10 directly into the borrower’s Credit Karma Money Spend Account. The Spend Account
11 is offered on behalf of CK Progress Inc. d/b/a Credit Karma as MVB Bank’s program
12 partner.

13 60. Many consumers who obtain Refund Advance Loans, including Plaintiff
14 and similarly situated class members, are covered borrowers within the meaning of the
15 MLA, 10 U.S.C. § 987, including active-duty service members and/or their dependents.

16 61. Refund Advance Loans are repaid through direct routing and interception
17 of the borrower’s federal tax refund. Borrowers authorize the establishment of a
18 temporary deposit account through Green Dot Bank for the purpose of receiving their
19 federal tax refund.

20 62. Santa Barbara Tax Products Group, LLC (“Processor”) deducts from this
21 temporary deposit account not only the amount of the Loan, but also TurboTax-related
22 fees and charges before any remaining balance is transferred to the borrower.

23 63. Borrowers further authorize Processor to transfer the amount due on the
24 Loan directly to the originating lender, with only the remaining balance disbursed into
25 the Spend Account.

26 64. This repayment mechanism constitutes an unlawful method of using access
27 to a deposit account and federal tax refund proceeds as security for the obligation, in
28 violation of the MLA’s protections for Covered Borrowers.

1 65. This required account is not optional or incidental; it is a condition of
2 obtaining the loan.

3 66. Although Defendants label the Refund Advance Loan as carrying “0%
4 interest,” the Military Lending Act requires calculation of the MAPR, which includes
5 not only stated interest, but also fees and charges imposed directly or indirectly as a
6 condition of the extension of credit. 10 U.S.C. § 987(i).

7 67. Refund Advance Loans are inseparable from a mandatory refund-
8 processing and account structure that enables Defendants and their partners to impose
9 fees incident to the extension of credit.

10 68. The fees imposed through the Required Accounts are incurred incident to
11 and as a practical condition of receiving the Refund Advance Loan and therefore must
12 be included in the MAPR calculation under the MLA.

13 69. As part of the Refund Advance program, borrowers authorize Green Dot
14 Bank to establish a temporary deposit account for the sole purpose of receiving the
15 borrower’s federal tax refund (the “Green Dot Deposit Account”).

16 70. Santa Barbara Tax Products Group, LLC (“Processor”) is then authorized
17 to deduct from this temporary deposit account not only the amount of the Loan, but also
18 TurboTax-related fees and charges before any remaining refund proceeds are disbursed
19 to the borrower.

20 71. Specifically, borrowers authorize Processor or the Bank to deduct from the
21 Green Dot Deposit Account:

- 22 a. Tax Product fees;
- 23 b. TurboTax fees and charges related to preparation, processing, and
24 transmission of the return;
- 25 c. The full amount of any Refund Advance Loan; and
- 26 d. Fees for additional products and services purchased.

27 72. In addition, the refund-processing agreement expressly provides for
28 mandatory transaction-based charges, including a \$30.00 “Return Item Fee” and a

1 \$30.00 “Account Research and Processing Fee,” which may be deducted from the
2 Green Dot Deposit Account and retained by Processor.

3 73. These fees are imposed in connection with the Refund Advance credit
4 transaction and reduce the borrower’s refund proceeds, functioning as finance charges
5 incident to the extension of consumer credit.

6 74. Because Refund Advance Loans are short-term advances repaid
7 automatically through interception of the borrower’s federal refund, even modest
8 mandatory fees result in an effective MAPR that can exceed the MLA’s 36% statutory
9 cap when properly calculated.

10 75. When these fees are annualized over the short duration of the Refund
11 Advance Loan—often lasting only days or weeks—the effective MAPR far exceeds the
12 MLA’s 36% statutory cap, particularly for lower-dollar advances.

13 76. Moreover, borrowers cannot obtain a Refund Advance Loan unless they
14 first apply for and are approved for a Credit Karma Money Spend Account provided by
15 MVB Bank, Inc.

16 77. This required account is not optional or incidental; it is a condition of
17 receiving loan proceeds and therefore any fees or charges imposed in connection with
18 that account must be included in the MAPR calculation under the MLA.

19 78. Defendants cannot evade the MLA’s protections by labeling these loans
20 “0% APR” while imposing mandatory fees through required accounts and transfer
21 mechanisms that effectively extract unlawful finance charges from service members.

22 79. As a result, Defendants extended consumer credit to covered borrowers at
23 an unlawful MAPR in violation of 10 U.S.C. § 987(b).

24 80. In connection with applying for and receiving Refund Advance Loans,
25 consumers are required to sign agreements containing mandatory arbitration provisions,
26 which purport to require binding individual arbitration and waive the right to participate
27 in class or representative actions.

28

1 81. The Credit Karma Money Spend account agreement likewise contains
2 mandatory arbitration provisions and expressly forbids class actions.

3 82. The Military Lending Act expressly prohibits creditors from requiring
4 Covered Borrowers to submit to arbitration or waive their rights to seek relief in court
5 as a condition of consumer credit. 10 U.S.C. § 987(e)(3). Additionally, the MLA
6 expressly prohibits a creditor from demanding unreasonable notice from a borrower as
7 a condition for legal action. 10 U.S.C. § 987(e)(4).

8 83. Defendants' inclusion and enforcement of arbitration provisions in
9 connection with Refund Advance Loans issued to covered borrowers violates the MLA
10 and renders those provisions void and unenforceable as to covered borrowers.

11 84. Accordingly, Defendants' inclusion of arbitration and other prohibited
12 provisions in connection with Refund Advance Loans issued to covered borrowers
13 violates the MLA and renders those agreements void and unenforceable as to covered
14 borrowers.

15 85. Defendants' practices described herein are standardized and uniformly
16 applied to all consumers who apply for and receive Refund Advance Loans.

17 86. Defendants knew or should have known that: the Required Account fees
18 would be incurred by borrowers in connection with the loan; those fees would cause the
19 MAPR to exceed the MLA's statutory cap; and the inclusion of arbitration provisions
20 violated the express protections afforded to service members under federal law.

21 **PLAINTIFF SPECIFIC ALLEGATIONS**

22 87. Plaintiff Zachary Bostick is the dependent spouse of an Active-Duty
23 Member of the United States Navy, and is a covered borrower within the meaning of
24 the Military Lending Act, 10 U.S.C. § 987, at all times relevant to this action.

25 88. In or around the 2024 tax filing season, Plaintiff used the TurboTax
26 platform operated by Defendant Intuit Inc. to prepare and electronically file his federal
27 income tax return.

28

1 89. In connection with filing his return through TurboTax, Plaintiff was
2 offered the option to obtain a TurboTax Refund Advance Loan (the “Refund Advance
3 Loan”), marketed as a short-term advance on his anticipated federal tax refund.

4 90. Plaintiff applied for and obtained a Refund Advance Loan originated by
5 Defendant First Century Bank, N.A. (“FCB”) and facilitated through TurboTax and
6 Credit Karma.

7 91. As part of the standardized Refund Advance Loan program, Plaintiff could
8 not obtain the loan unless he first applied for and was approved for a Credit Karma
9 Money Spend checking account provided by Defendant MVB Bank, Inc.

10 92. The Refund Advance Loan Agreement expressly provides that FCB “will
11 not process” a loan application unless the borrower has been approved for a Credit
12 Karma Money Spend Account provided by MVB Bank, Inc. In addition to the excessive
13 MAPRs, Plaintiff was required to electronically sign agreements containing mandatory
14 arbitration provisions in connection with applying for and receiving the Refund
15 Advance Loan.

16 93. Upon approval, the Refund Advance Loan proceeds were disbursed into
17 Plaintiff’s Credit Karma Money Spend Account, rather than being delivered directly to
18 Plaintiff without restriction.

19 94. The Refund Advance Loan Agreement further provides that the Credit
20 Karma Money Spend Account is offered on behalf of CK Progress Inc. d/b/a Credit
21 Karma as MVB Bank’s program partner.

22 95. Plaintiff’s Refund Advance Loan was structured to be repaid automatically
23 through interception of Plaintiff’s federal tax refund.

24 96. Plaintiff was required to authorize Green Dot Bank to establish a
25 temporary deposit account for the sole purpose of receiving his federal tax refund (the
26 “Green Dot Deposit Account”).

27 97. Plaintiff was further required to authorize Santa Barbara Tax Products
28 Group, LLC (“Processor”) to deduct from this temporary deposit account not only the

1 amount of the Refund Advance Loan, but also TurboTax-related fees and other charges,
2 before any remaining refund proceeds were disbursed to Plaintiff.

3 98. Specifically, Plaintiff authorized Processor or the Bank to deduct from the
4 Green Dot Deposit Account: (i) Tax Product fees; (ii) TurboTax fees; (iii) the amount
5 of the Loan; and (iv) fees for additional products and services purchased.

6 99. The refund-processing agreement governing Plaintiff's transaction also
7 provides for mandatory transaction-based fees, including a \$30.00 "Return Item Fee"
8 and a \$30.00 "Account Research and Processing Fee," which may be deducted from the
9 Green Dot Deposit Account and retained by Processor.

10 100. These fees and deductions are imposed in connection with the Refund
11 Advance Loan program and reduce the amount of Plaintiff's federal tax refund
12 ultimately received, functioning as finance charges incident to the extension of
13 consumer credit.

14 101. Because Refund Advance Loans are short-term advances repaid
15 automatically through federal refund interception, even modest mandatory fees and
16 charges imposed through the required account structure can cause the Military Annual
17 Percentage Rate ("MAPR") to exceed the MLA's 36% statutory cap.

18 102. In addition, Plaintiff was required, as part of obtaining the Refund Advance
19 Loan and related refund-processing services, to agree to mandatory arbitration
20 provisions and class action waivers.

21 103. The Refund Advance Loan Agreement provides that it contains a Mutual
22 Dispute Resolution and Arbitration Provision and Jury Trial and Class Action Waiver
23 governing disputes regarding the loan.

24 104. The refund-processing agreement likewise contains an arbitration
25 provision requiring claims to be decided by binding arbitration and prohibiting class or
26 representative actions.

27 105. The inclusion of mandatory arbitration provisions in connection with the
28 Loans violated the MLA's prohibition on requiring covered borrowers to submit to

1 arbitration, waive their right to seek relief in court, and impose onerous notice
2 requirements on service members seeking to bring legal claims.

3 106. The MLA expressly prohibits creditors from requiring Covered Borrowers
4 to submit to arbitration or waive their right to seek relief in court as a condition of
5 consumer credit. 10 U.S.C. § 987(e).

6 107. Defendants’ standardized Refund Advance lending structure—requiring
7 Covered Borrowers like Plaintiff to open mandatory accounts, route refunds through
8 temporary deposit accounts controlled by Defendants’ partners, authorize automatic
9 repayment deductions, and waive judicial remedies—violates the Military Lending Act.

10 108. Plaintiff brings this action on behalf of himself, and all similarly situated
11 Covered Borrowers to obtain relief for Defendants’ unlawful lending practices.

12 **TOLLING OF THE STATUTE OF LIMITATIONS**

13 109. The Servicemember Civil Relief Act (“SCRA”), 50 U.S.C. § 3901, *et seq.*,
14 tolls any and all limitations or repose periods for all active-duty military members until
15 their active-duty service concludes.

16 110. Specifically, § 3936(a) of the SCRA provides:

17 The period of a servicemember’s military service may not be included
18 in computing any period limited by law, regulation, or order for the
19 bringing of any action or proceeding in a court, or in any board, bureau,
20 commission, department, or other agency of a State (or political
21 subdivision of a State) or the United States by or against the
22 servicemember or the servicemember’s heirs, executors,
23 administrators, or assigns.

24 **CLASS ACTION ALLEGATIONS**

25 111. Plaintiff brings this action on behalf of himself and all other persons
26 similarly situated. The proposed “MLA Federal Refund Access Class,” the “MLA
27 Excessive MAPR Class” and the “MLA Waiver of Rights Class” (collectively, the
28 “Classes”) are defined as follows:

1 **MLA Federal Refund Access Class:** All Covered Borrowers who, within the
2 applicable limitations period, obtained a TurboTax Refund Advance Loan and
3 were required to authorize routing of their federal tax refund through a temporary
4 deposit account, for repayment of the loan and deduction of fees.

5 **MLA Excessive MAPR Class:** All Covered Borrowers, as defined by the
6 Military Lending Act, 10 U.S.C. § 987, who, within the applicable limitations
7 period, obtained a TurboTax Refund Advance Loan, where mandatory fees or
8 charges imposed directly or indirectly as a condition of the credit transaction
9 resulted in a Military Annual Percentage Rate (“MAPR”) exceeding 36%.

10 **MLA Waiver of Rights Class:** All Covered Borrowers who, within the
11 applicable limitations period, obtained a TurboTax Refund Advance Loan and
12 were required, as a condition of receiving that consumer credit, to agree to
13 mandatory arbitration provisions, jury trial waivers, or class action waivers
14 contained in the Refund Advance Loan Agreement and/or refund-processing
15 agreements.

16 Expressly excluded from the Classes are: (a) any Judge presiding over this action and
17 members of their families; (b) Defendants and any entity in which Defendant has a
18 controlling interest, or which has a controlling interest in any of Defendants, and their
19 legal representatives, assigns and successors; and (c) all persons who properly execute
20 and file a timely request for exclusion from the Classes.

21 112. Plaintiff reserves the right to amend the Class definitions if further
22 investigation and discovery indicates that the Class definitions should be narrowed,
23 expanded, or otherwise modified.

24 **Numerosity and Ascertainability**

25 113. Plaintiff is unable to state the precise number of members of the Classes
26 because such information is in the exclusive control of Defendants.

27 114. However, upon information and belief and the investigation of counsel,
28 Plaintiff believes the proposed Classes each contain members so numerous that separate

1 joinder of each member of the respective Class is impractical. There are tens or
2 hundreds of thousands of Class Members for the MLA Federal Refund Access Class,
3 MLA Excessive MAPR Class and the MLA Waiver of Rights Class, respectively.

4 115. Defendants’ scheme has harmed and continues to harm the members of the
5 Classes.

6 116. The identities of all Class members are readily ascertainable from the
7 business records of Defendants’.

8 117. The disposition of the claims of these Class Members in a single action
9 will provide substantial benefits to all parties and to the Court.

10 **Commonality**

11 118. There are common questions of law and fact affecting the rights of each
12 Class Member and common relief by way of damages. The harm that Defendants have
13 caused is substantially uniform with respect to Class Members. Common questions of
14 law and fact that affect the Class Members include, but are not limited to:

- 15 a. Whether Plaintiff, MLA Federal Refund Access Class, MLA
16 Excessive MAPR Class and the MLA Waiver of Rights Class are
17 Covered Members subject to the protections of the MLA;
18 b. Whether Defendants are “creditors” subject to the requirements and
19 limitations of the MLA;
20 c. Whether Defendants’ loan products constitute an extension of
21 “consumer credit” subject to the protections and limitations of the
22 MLA;
23 d. Whether Defendants entered into standard form loan agreements
24 with Covered Members;
25 e. Whether Defendants’ loans required access to protected accounts;
26 f. Whether Defendants’ loans exceed the MLA’s statutory rate cap of
27 36% MAPR;
28

- 1 g. Whether Defendants failed to provide required credit disclosures in
2 violation of the MLA;
- 3 h. Whether Defendants' standard form loan agreements contain a class
4 action waiver provision, jury trial waiver provision, or onerous legal
5 provisions in violation of the MLA;
- 6 i. Whether Defendants' standard form loan agreements contain an
7 arbitration clause in violation of the MLA;
- 8 j. Whether Plaintiff, the MLA Federal Refund Access Class, MLA
9 Excessive MAPR Class and the MLA Waiver of Rights Class are
10 entitled to actual or statutory damages for the aforementioned
11 violations and, if so, in what amounts;
- 12 k. Whether Defendants should be enjoined from continuing their
13 lending practices in the manner challenged herein;
- 14 l. Whether Defendants are subject to punitive damages, and, if so, the
15 proper measure of such damages and remedies to which Plaintiff,
16 the MLA Federal Refund Access Class, MLA Excessive MAPR
17 Class and the MLA Waiver of Rights Class are entitled under 10
18 U.S.C. § 987(f)(5); and
- 19 m. Whether Plaintiff, the MLA Federal Refund Access Class, MLA
20 Excessive MAPR Class and the MLA Waiver of Rights Class are
21 entitled to any other declaratory and/or injunctive relief.

22 **Typicality**

23 119. The claims and defenses of Plaintiff are typical of the claims and defenses
24 of the MLA Federal Refund Access Class, MLA Excessive MAPR Class and the MLA
25 Waiver of Rights Class Members because Plaintiff is a Covered Member and loan
26 agreements with Defendants are typical of the type of personal, household, or family
27 loans that Defendants normally and routinely provide to Covered Members.

1 120. Additionally, Defendants use the same or substantially similar standard
2 form loan agreements in all of their lending transactions. While versions may change
3 from year to year, Defendants use substantially similar form documents with all
4 borrowers. The documents involved relevant transactions that were standard form
5 documents, and the violations are statutory in nature.

6 121. Plaintiff suffered damages of the same type and in the same manner as the
7 MLA Federal Refund Access Class, MLA Excessive MAPR Class and the MLA
8 Waiver of Rights Class.

9 122. There is nothing peculiar about Plaintiff's claims. Plaintiff has no interests
10 antagonistic to the interests of the other members of the MLA Federal Refund Access
11 Class, MLA Excessive MAPR Class and the MLA Waiver of Rights Class.

12 **Adequate Representation**

13 123. Plaintiff is an adequate class representative because his interests do not
14 conflict with the interests of the MLA Federal Refund Access Class, MLA Excessive
15 MAPR Class and the MLA Waiver of Rights Class and he will adequately and fairly
16 protect the interests of the MLA Federal Refund Access Class, MLA Excessive MAPR
17 Class and the MLA Waiver of Rights Class Members.

18 124. Plaintiff intends to prosecute this action vigorously and has taken actions
19 before filing this Complaint by hiring skilled and experienced counsel. There is no
20 conflict between Plaintiff and the MLA Federal Refund Access Class, MLA Excessive
21 MAPR Class and the MLA Waiver of Rights Class Members.

22 125. Plaintiff's counsel are adequate counsel, are experienced in class action
23 litigation in state and federal courts across the United States and have particular skill in
24 litigating statutory claims under state and federal law. Additionally, attorney Domenica
25 Russo, who will seek admission *pro hac vice* is a veteran, having served the United
26 States as a member of the Army and Army Reserves.

27 126. Plaintiff and his counsel are committed to vigorously prosecuting the
28 action on behalf of the MLA Federal Refund Access Class, MLA Excessive MAPR

1 Class and the MLA Waiver of Rights Class and have the financial resources to do so.
2 Neither Plaintiff nor his counsel have interests adverse to those of the Classes.

3 **Predominance and Superiority**

4 127. The common questions of law and fact set forth herein predominate over
5 any questions affecting only individual Class Members. A class action provides a fair
6 and efficient method for the adjudication of this controversy for the following reasons
7 which are superior to the alternative methods involved in individual litigation:

- 8 • The MLA Federal Refund Access Class, MLA Excessive MAPR Class
9 and the MLA Waiver of Rights Class Members are so numerous as to
10 make joinder impracticable. However, the MLA Federal Refund
11 Access Class, MLA Excessive MAPR Class and the MLA Waiver of
12 Rights Class Members are not so numerous as to create manageability
13 problems. There are no unusual legal or factual issues that would create
14 manageability problems. Prosecution of separate actions by individual
15 members of the MLA Federal Refund Access Class, MLA Excessive
16 MAPR Class and the MLA Waiver of Rights Class would create a risk
17 of inconsistent and varying adjudications against Defendants when
18 confronted with incompatible standards of conduct;
- 19 • Adjudications with respect to individual members of the MLA Federal
20 Refund Access Class, MLA Excessive MAPR Class and the MLA
21 Waiver of Rights Class Members could, as a practical matter, be
22 dispositive of any interest of other members not parties to such
23 adjudications, or substantially impair their ability to protect their
24 interests; and
- 25 • The claims of the individual MLA Federal Refund Access Class, MLA
26 Excessive MAPR Class and the MLA Waiver of Rights Class Members
27 are small in relation to the expenses of individual litigation, making a
28 class action the only procedural method of redress in which MLA

1 Federal Refund Access Class, MLA Excessive MAPR Class and the
2 MLA Waiver of Rights Class Members can, as a practical matter,
3 recover for the harms caused by Defendants.

4 128. Given the above, the proposed MLA Federal Refund Access Class, MLA
5 Excessive MAPR Class and the MLA Waiver of Rights Class both fulfill the certification
6 criteria of Federal Rule of Civil Procedure 23(a), (b)(2), and (b)(3).

7 **FIRST CAUSE OF ACTION**

8 **UNLAWFUL SECURITY INTEREST / ACCOUNT ACCESS**

9 **Violations of the Military Lending Act 10 U.S.C. § 987, et seq.**
10 **Unlawful Account Access and Refund Interception**
11 ***(On Behalf of Plaintiff and the MLA Class Excessive MAPR Class)***

12 129. Plaintiff realleges and incorporates by reference herein the allegations set
13 forth in the above paragraphs.

14 130. The Military Lending Act prohibits creditors from extending consumer
15 credit to Covered Borrowers on terms that require unlawful repayment mechanisms or
16 access to a borrower’s deposit account as a condition of the extension of credit. 10
17 U.S.C. § 987(e)(5); 32 C.F.R. § 232.8.

18 131. The Military Lending Act prohibits creditors from extending consumer
19 credit to Covered Borrowers on terms that require unlawful repayment mechanisms or
20 access to a borrower’s deposit account as a condition of the extension of credit. 10
21 U.S.C. § 987(e)(5); 32 C.F.R. § 232.8.

22 132. In particular, the MLA makes it unlawful for a creditor to require a
23 Covered Borrower to establish an allotment or to repay a consumer credit obligation
24 through preauthorized access to a deposit account, except in narrowly defined
25 circumstances. 10 U.S.C. § 987(e)(5).

26 133. Plaintiff and members of the MLA Federal Refund Access Class are
27 “Covered Borrowers” entitled to the MLA’s heightened protections.

28

1 134. Defendants are “creditors” within the meaning of the MLA because they
2 regularly arrange, facilitate, service, and profit from consumer credit extended to
3 Covered Borrowers through the TurboTax Refund Advance loan program. 10 U.S.C. §
4 987(i)(5); 32 C.F.R. § 232.3(i).

5 135. Defendants’ Refund Advance lending model is structured around
6 Defendants’ access to and control over the borrower’s federal tax refund stream.

7 136. As a condition of obtaining a Refund Advance Loan, borrowers are
8 required to authorize Defendants and their designated financial intermediaries to route,
9 intercept, and apply the borrower’s federal tax refund proceeds toward repayment of
10 the loan.

11 137. Defendants’ Refund Advance Loan program requires borrowers to
12 authorize Green Dot Bank to establish a temporary deposit account for receipt of federal
13 tax refund proceeds.

14 138. The Refund Advance Loan Agreement requires borrowers to instruct and
15 authorize the lender and a designated “Processing Bank” to deduct amounts owed on
16 the loan directly from the borrower’s federal tax refund.

17 139. Borrowers must authorize Santa Barbara Tax Products Group, LLC to
18 deduct loan repayment and fees from that account before any remaining proceeds are
19 disbursed.

20 140. Borrowers further authorize Processor to transfer the amount due on the
21 Loan directly to the originating lender.

22 141. This repayment mechanism functions as an unlawful method of securing
23 the obligation through direct access to the borrower’s refund proceeds and deposit-
24 account infrastructure, depriving Covered Borrowers of control over their federally
25 protected refund funds.

26 142. Defendants’ required refund-routing and Processing Bank deduction
27 structure constitutes an impermissible repayment condition prohibited by the MLA and
28 its implementing regulations. 10 U.S.C. § 987(e)(5); 32 C.F.R. § 232.8.

1 143. Defendants’ conduct is standardized and uniformly applied to all
2 borrowers who obtain Refund Advance Loans, including Covered Borrowers.

3 144. As a direct and proximate result of Defendants’ unlawful practices,
4 Plaintiff and members of the MLA Federal Refund Access Class have suffered injury,
5 including the loss of control over their federal tax refunds and the imposition of
6 unlawful loan repayment conditions.

7 145. Accordingly, pursuant to 10 U.S.C. § 987(f)(5), on behalf of himself and
8 the MLA Federal Refund Access Class, Plaintiff seeks an order awarding statutory
9 damages, actual and punitive damages, declaratory and injunctive relief, and such other
10 relief as the Court deems just and proper.

11 146. Further, Plaintiff is entitled to an award of attorneys’ fees and costs
12 pursuant to 10 U.S.C. § 987(f)(5)(B).

13
14 **SECOND CAUSE OF ACTION**
15 **EXCESSIVE INTEREST AND FEES**

16 **Violations of the Military Lending Act 10 U.S.C. § 987, et seq.**
17 **Excessive MAPR**
18 ***(On Behalf of Plaintiff and the MLA Class Excessive MAPR Class)***

19 147. Plaintiff realleges and incorporates by reference herein the allegations set
20 forth in the above paragraphs.

21 148. A “Covered Member” in the statute is a member of the armed forces who
22 is on active duty under a call or order that does not specify a period of 30 days or less.

23 149. Plaintiff and the MLA Excessive MAPR Class are “Covered Members”
24 and are therefore afforded the protections granted by the MLA.

25 150. A Covered Member is a consumer who, at the time the consumer becomes
26 obligated to a consumer credit transaction or establishes an account for consumer credit,
27 is a Covered Member of the armed forces or a dependent of a Covered Member (as
28 defined in 32 CFR 232.3(g)(2) and (g)(3)).

1 151. Plaintiff is considered a “Covered Member” with respect to his loans
2 because Plaintiff is the dependent spouse of an active-duty service member who is
3 obligated by law to repay loans he took out for personal, family, or household purposes.

4 152. Defendants are “creditors” subject to the requirements and limitations
5 imposed by the MLA in that Defendants engage in the business of extending consumer
6 credit to Covered Members protected by the MLA. 10 U.S.C. § 987(i)(5); 32 C.F.R. §
7 232.3(i).

8 153. The Military Lending Act makes it unlawful for a creditor to extend
9 consumer credit to a Covered Borrower with a MAPR greater than 36%. 10 U.S.C. §
10 987(b).

11 154. Defendants’ standard form loan agreements include mandatory arbitration
12 agreements in violation of 10 U.S.C. § 987(e)(3).

13 155. Defendants offered and facilitated TurboTax Refund Advance Loans to
14 Covered Borrowers, including Plaintiff, originated by First Century Bank, N.A. and/or
15 WebBank through the TurboTax platform.

16 156. The Refund Advance Loan program requires borrowers to open and
17 maintain a Credit Karma Money Spend Account provided by MVB Bank, Inc. as a
18 condition of receiving loan proceeds.

19 157. The loan and refund-processing structure further requires borrowers to
20 authorize the establishment of a temporary Green Dot Deposit Account and the
21 deduction of loan repayment and fees from refund proceeds.

22 158. The refund-processing agreement provides for mandatory transaction-
23 based fees, including a \$30 Return Item Fee and a \$30 Account Research and Processing
24 Fee, which may be deducted from refund proceeds and retained by Processor.

25 159. These fees and charges are imposed incident to, and as a condition of, the
26 extension of consumer credit and therefore must be included in the MAPR calculation
27 under the MLA.

28

1 160. When properly calculated, the MAPR for Defendants’ Refund Advance
2 Loans exceeds the MLA’s 36% statutory cap.

3 161. As a result, Defendants have and continue to violate the Military Lending
4 Act, 10 U.S.C. § 987.

5 162. Accordingly, pursuant to 10 U.S.C. § 987(f)(5), on behalf of himself and
6 the MLA Excessive MAPR Class, Plaintiff seeks an order from the Court awarding
7 statutory damages in the amount of \$500 per violation, actual and punitive damages,
8 along with injunctive relief pursuant to 10 U.S.C. § 987(f)(5).

9 163. Further, Plaintiff is entitled to an award of attorneys’ fees and costs
10 pursuant to 10 U.S.C. § 987(f)(5)(B).

11
12 **THIRD CAUSE OF ACTION**

13 **WAIVER OF RIGHTS**

14 **Violations of the Military Lending Act 10 U.S.C. § 987, et seq.**
15 **Unlawful Arbitration and Waiver**
16 ***(On Behalf of Plaintiff and the MLA Waiver of Rights Class Members)***

17 164. Plaintiff realleges and incorporates by reference herein the allegations set
18 forth in the above paragraphs.

19 165. A “Covered Member” in the statute is a member of the armed forces who
20 is on active duty under a call or order that does not specify a period of 30 days or less.

21 166. Plaintiff and the MLA Waiver of Rights Class Members are “Covered
22 Members” and are therefore afforded the protections granted by the MLA.

23 167. A Covered Member is a consumer who, at the time the consumer becomes
24 obligated to a consumer credit transaction or establishes an account for consumer credit,
25 is a Covered Member of the armed forces or a dependent of a Covered Member (as
26 defined in 32 CFR 232.3(g)(2) and (g)(3)).

1 168. Plaintiff is considered a “Covered Member” with respect to his loans
2 because Plaintiff is the dependent spouse of an active-duty service member who is
3 obligated by law to repay loans he took out for personal, family, or household purposes.

4 169. Defendants are “creditors” subject to the requirements and limitations
5 imposed by the MLA in that Defendants engage in the business of extending consumer
6 credit to Covered Members protected by the MLA. 10 U.S.C. § 987(i)(5); 32 C.F.R. §
7 232.3(i).

8 170. The MLA prohibits creditors from attempting to secure the waiver of
9 various rights. 10 U.S.C. § 987(e).

10 171. Defendants’ standard form loan agreements include mandatory arbitration
11 agreements in violation of 10 U.S.C. § 987(e)(3).

12 172. Defendants’ standard form loan agreements include class action waivers
13 and jury trial waivers in violation of 10 U.S.C. § 987(e)(3).

14 173. Defendants’ standard form loan agreements include a demand for
15 unreasonable notice from borrowers as a condition for legal action. 10 U.S.C. §
16 987(e)(4).

17 174. As a result, Defendants have and continue to violate the Military Lending
18 Act, 10 U.S.C. § 987.

19 175. Accordingly, pursuant to 10 U.S.C. § 987(f)(5), on behalf of himself and
20 the MLA Wavier of Rights Class, Plaintiff seeks an order from the Court awarding
21 statutory damages in the amount of \$500 per violation, actual and punitive damages,
22 along with injunctive relief pursuant to 10 U.S.C. § 987(f)(5).

23 176. Further, Plaintiff is entitled to an award of attorneys’ fees and costs
24 pursuant to 10 U.S.C. § 987(f)(5)(B).

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff, on behalf of himself and the Classes demands a jury trial on all issues
27 and Counts so triable.

28 **PRAYER FOR RELIEF**

1 **WHEREFORE**, on behalf of the MLA Federal Refund Access Class, MLA
2 Excessive MAPR Class, and the MLA Waiver of Rights Class, Plaintiff prays for
3 judgment against Defendants, jointly and severally, as follows:

- 4 a. That the Court determine that this action may be litigated as a class action
5 and that Plaintiff and his counsel be appointed class representative and
6 class counsel, respectively;
- 7 b. That the Court enter judgment against Defendants and in favor of Plaintiff
8 and the Classes on all counts;
- 9 c. That the Court find and declare that Plaintiff, the MLA Federal Refund
10 Access Class, MLA Excessive MAPR Class, and the MLA Waiver of
11 Rights Class Members' standard form loan agreements violate the MLA;
- 12 d. That the Court find and declare that Defendants violated the MLA and
13 award Plaintiff and MLA Federal Refund Access Class, MLA Excessive
14 MAPR Class, and the MLA Waiver of Rights Class Members actual
15 damages of not less than \$500 per violation pursuant to 10 U.S.C. §
16 987(f)(5)(A)(i);
- 17 e. That the Court award Plaintiff and MLA Federal Refund Access Class,
18 MLA Excessive MAPR Class, and the MLA Waiver of Rights Class
19 Members punitive damages pursuant to 10 U.S.C. § 987(f)(5)(A)(ii);
- 20 f. An order awarding Plaintiff and MLA Federal Refund Access Class, MLA
21 Excessive MAPR Class and the MLA Waiver of Rights Class actual,
22 statutory, and all other damages available by law, with pre- and post-
23 judgment interest;
- 24 g. An order preventing Defendants from attempting to collect on any loans
25 that violated the MLA from Plaintiff and the Class members;
- 26 h. That the Court enjoin Defendants from continuing to engage in unlawful
27 lending practices in violation of the MLA;
- 28

- 1 i. That Defendants be required by this Court’s Order to compensate
2 Plaintiff’s counsel for their attorneys’ fees and costs of suit, and that
3 Defendants be ordered to bear the cost of notice to the absent class
4 members, as well as the administration of any common fund;
5 j. That the Court award reasonable attorneys’ fees as provided by applicable
6 law, including under the MLA, and/or applicable statutes or code of civil
7 procedure;
8 k. That the Court award all costs of suit; and
9 l. That the Court award such other and further relief as the Court may deem
10 just and proper.

11 DATED: March 6, 2026

Respectfully submitted,

ALMEIDA LAW GROUP

By: /s/ Victor J. Sandoval

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*to seek admission *pro hac vice*

*Attorneys for Plaintiff and the Proposed
Classes*

CIVIL COVER SHEET

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

Zachary Bostick, individually and on behalf of himself and all others individually situated,

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

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

Almeida Law Group, 111 W. Ocean Boulevard, Suite 426, Long Beach, CA 90802, Phone: 916-235-3616

DEFENDANTS

Intuit, Inc. dba TurboTax, Intuit TT Offerings, Inc., CK Progress, Inc. dba Credit Karma LLC, MVB Bank, Inc., et al.

County of Residence of First Listed Defendant Santa Clara Co., CA (IN U.S. PLAINTIFF CASES ONLY)

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

Attorneys (If Known)

'26CV1444 H VET

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

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

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

- Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, PTF DEF, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation

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

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, INTELLECTUAL PROPERTY RIGHTS, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories like Personal Injury, Real Property, Labor, etc.

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, 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): Military Lending Act, 10 U.S.C. § 987, et seq. Brief description of cause: Unlawful lending practices which violate the Military Lending Act, 10 U.S.C. § 987, et seq.

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 3/6/2026 SIGNATURE OF ATTORNEY OF RECORD /s/ Victor J. Sandoval

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

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.
- 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 cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

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