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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO – CENTRAL DIVISION**

**Mohammad Farshad Abdollah Nia,**  
individually, and on behalf of all others  
similarly situated,

Plaintiffs,

v.

**Bank of America, N.A.,** a National  
Banking Association

Defendant.

Case No.: 37-2021-00036843-CU-CR-CTL

**CLASS-ACTION COMPLAINT**

- (1) Violation of the Equal Credit Opportunity Act, 15 U.S.C. § 1691 *et seq.*
- (2) Violations of Plaintiff’s Equal Rights Under 42 U.S.C. § 1981
- (3) Discrimination Under the California Unruh Civil Rights Act, Cal. Civil Code §§ 51, 51, 52(a)
- (4) Discrimination Under the California Unruh Civil Rights Act, Cal. Civil Code §§ 51, 51,5, 52(a)
- (5) Violations of the California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200-17210)

**DEMAND FOR JURY TRIAL**

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1 Plaintiff Mohammad Farshad Abdollah Nia (“Plaintiff” or “Mr. Nia”), by and through his  
2 attorneys, individually and behalf of all others similarly situated, brings this action against Defendant  
3 Bank of America, N.A. (“Bank of America” or “Defendant”) pursuant to Rule 23 of the Federal Rules  
4 of Civil Procedure, the Equal Credit Opportunity Act (“ECOA”), 15 U.S.C. § 1691 *et seq.*; federal  
5 civil rights law, 42 U.S.C. § 1981; and the California Unruh Civil Rights Act, Cal. Civ. Code §§ 51,  
6 51.5, and 52 (“Unruh Act”). Plaintiff alleges the following based on personal knowledge as to his own  
7 acts and based upon the investigation conducted by their counsel as to all other allegations:

## 8 I. INTRODUCTION

9 1. Plaintiff brings this civil-rights class-action lawsuit on behalf of himself and others who  
10 have been impacted by Defendant’s discriminatory practice of arbitrarily restricting and closing the  
11 accounts of persons of Iranian descent based on their race, religion, ancestry, citizenship, and/or  
12 immigration status.

13 2. Defendant’s discriminatory business practices are straightforward. On information and  
14 belief, Defendant, through its employees and representatives, identifies individual account holders  
15 with connections to Iran and restricts or closes their accounts. This is sometimes accomplished by  
16 conditioning the individual’s access to their account on their fulfillment of an arbitrary and pretextual  
17 requirement, such as the provision of a redundant or otherwise unnecessary document. In other cases,  
18 an individual may simply discover that their account has been restricted or closed and Defendant  
19 refuses to offer an explanation or justification for its actions.

20 3. When Defendant restricts or closes an account, the account holder loses access to their  
21 funds and is consequently left with only the amount of cash they have on hand. Without access to their  
22 bank accounts, many are unable to complete essential transactions such as rent, mortgage, and/or  
23 utility payments, and often incur fees for bounced checks, late payments, and other charges resulting  
24 from their inability to access their funds or credit lines.

25 4. Because of Defendant’s discriminatory practices, Plaintiff and the proposed Class  
26 members have also been denied the opportunity to use or obtain financial services from Defendant,  
27 such as mortgages, personal loans, bank accounts, credit accounts, insurance, investment  
28 opportunities, and financial consulting services for several years.

1           5.       Plaintiff and the members of the Class have suffered direct and proximate damages,  
2 including lost time, the loss of credit card reward points, and suffered financial hardships arising from  
3 the sudden loss of their accounts, including damage to their credit history. They have also suffered the  
4 indignity of discrimination.

5           6.       Plaintiff Mohammad Farshad Abdollah Nia is a permanent resident of the United States  
6 and an immigrant from Iran. He first moved to the United States in 2011 to obtain a doctoral degree  
7 in physics, and possessed a student visa in order to do so.

8           7.       Mr. Nia first opened a credit account with Defendant near the end of 2015. Until late  
9 2019, Mr. Nia used the credit card associated with his account primarily to purchase groceries and  
10 meals in restaurants.

11          8.       Mr. Nia became a victim of Defendant’s discriminatory business practices in the fall of  
12 2019 when Defendant arbitrarily restricted and then closed his credit card account. Defendant did so  
13 even after Mr. Nia provided valid proof of permanent residency with a document (Form I-797C) that  
14 Defendant had previously indicated in writing would satisfy its residency requirement.

15          9.       After asking for clarification, Defendant’s representatives replied, in words or  
16 substance, “we don’t have to do business with you.” The last representative Mr. Nia spoke to hung up  
17 on him.

18          10.      Defendant never provided a written explanation for closing his account.

19          11.      Mr. Nia felt humiliated and demeaned by Defendant’s behavior. He worried that he  
20 would be unable to avail himself of future financial services with Defendant and other financial  
21 institutions as the result of this experience.

22          12.      Defendant’s closure of Mr. Nia’s account is an instance of a larger pattern of  
23 discrimination against persons of Iranian or Middle Eastern descent based on their race, religion,  
24 ancestry, citizenship, and/or immigration status.

25          13.      This case seeks protection and relief for Mr. Nia and others impacted by Defendant’s  
26 discriminatory business practices.

27                   **II.        JURISDICTION, VENUE AND GOVERNING LAW**

28          14.      Jurisdiction of this Court arises under California Code of Civil Procedure § 410.10.

1 This matter is brought as a class action on behalf of Plaintiff and putative Class Members pursuant to  
2 Cal. Code Civ. Proc. § 382. The aggregated amount of damages incurred by Plaintiff and the Class  
3 exceeds the \$25,000 jurisdictional minimum of this Court.

4 15. This action arises out of the Defendant's violations of the ECOA, 15 U.S.C. § 1691 *et*  
5 *seq.*, and Plaintiff's equal rights under the law as defined under 42 U.S.C. § 1981. This action also  
6 arises out of Defendant's violations of the California Unruh Act.

7 16. The Court has personal jurisdiction over Defendant because its principal place of  
8 business is located, and they conduct substantial business, in this District.

9 17. Venue is proper in this Court under California Bus. & Prof. Code § 17203, Code of  
10 Civil Procedure §§ 395(a) and 395.5 because Defendant does business in the State of California, and  
11 in the County of San Diego, and a substantial part of the events giving rise to the claims alleged herein  
12 occurred in San Diego County. Plaintiff also resides in the County of San Diego.

### 13 **III. PARTIES**

14 18. Plaintiff is a permanent resident of the United States and resides in San Diego,  
15 California. He is an immigrant from Iran and his name is of Iranian origin.

16 19. Mr. Nia first moved to the United States in or around September 2011 to obtain a  
17 doctoral degree in physics.

18 20. Mr. Nia remained on a student visa for the duration of his studies. On April 30, 2019,  
19 Mr. Nia filed an application for permanent residency and on May 7, 2019, received a Form I-797C  
20 noting the receipt of his Application to Register Permanent Residence. Mr. Nia received permanent  
21 resident status on or around November 2019.

22 21. Defendant Bank of America is a National Banking Association with its principal place  
23 of business in Charlotte, North Carolina. Bank of America does business throughout California,  
24 including in the County of San Diego, and has provided business checking accounts and other banking  
25 services related to the subject matter of this complaint within the County of San Diego, California.

### 26 **IV. FACTUAL ALLEGATIONS**

27 22. Plaintiff repeats, reiterates, and incorporates the allegations contained previously  
28 within this Complaint with the same force and effect as if the same were set forth at length herein.

1 **A. Plaintiff was a Victim of Defendant’s Discrimination**

2 23. Mr. Nia maintains several banking and credit accounts with banking institutions in the  
3 United States. He is in good standing with all of these institutions except for Defendant.

4 24. He first opened a credit account with Defendant near the end of 2015. Mr. Nia used his  
5 credit account with Defendant primarily to purchase groceries and meals in restaurants. He was  
6 enrolled in Defendant’s rewards program and earned reward points until the card was closed. He  
7 always used the account for transactions within the United States. Mr. Nia is unaware of any  
8 transactions on his account that would have appeared suspicious or otherwise raised concerns. He has  
9 never used the card for any transaction relating to Iran or any other sanctioned country.

10 25. To prove his residency in connection with opening his credit account, Mr. Nia furnished  
11 his driver’s license to Defendant. Defendant deems a driver’s license to be a temporary residency  
12 document that must be updated annually, and Mr. Nia sent a copy of his driver’s license to Defendant  
13 upon Defendant’s request periodically thereafter.

14 26. Defendant’s letters to Mr. Nia regarding proof of residency identified four “Permanent  
15 Residency Documents,” including a United States Passport, Green Card, and Form I-797C, with no  
16 expiration or other temporal limitation noted (in contrast with the temporary residency documents,  
17 which the letters state must be updated annually). The stated purpose of these documents is to satisfy  
18 the requirements of the United States Department of the Treasury’s Office of Foreign Assets Control  
19 (“OFAC”).

20 27. Each of Defendant’s communications to Mr. Nia requesting documentation of his  
21 residency note his connections to Iran. Specifically, under the heading, “Additional information about  
22 OFAC compliance,” these letters state that Mr. Nia is not permitted to, for example, use his account  
23 from Iran or use his account to conduct business with Iran.

24 28. Defendant sent another request for proof of residency in May of 2019. In response, on  
25 May 17, 2019, Mr. Nia sent Defendant a valid Form I-797C, Notice of Action, issued by the United  
26 States Citizenship and Immigration Services (“USCIS”) and dated May 7, 2019. A Form I-797C was  
27 one of the documents that Defendant told Mr. Nia would suffice to prove his residency (*see* Paragraph  
28 25, *supra*).

1           29.     Subsequently, in a letter dated August 26, 2019, Defendant sent another request that  
2 ignored Mr. Nia’s submission. This letter stated that “the temporary residency documentation you  
3 provided will soon expire,” and requested that he submit “updated documents to us by October 17,  
4 2019.” Under the heading, “What you need to do,” the letter set forth several acceptable documents to  
5 prove residency, again including a Form I-797C. The letter warned that his account would be restricted  
6 if he failed to provide the requested documentation by September 25, 2019, and that all of his accounts  
7 with Defendant would be restricted if he failed to provide documentation by October, 17, 2019.

8           30.     Mr. Nia again submitted his Form I-797C through Defendant’s website.

9           31.     Defendant responded to Mr. Nia in a letter dated September 17, 2019 (the “Account  
10 Status Letter”), which stated that the “residency documentation [he] provided was not sufficient.” The  
11 Account Status Letter explained that the information provided by Mr. Nia was insufficient to meet  
12 Defendant’s standards for compliance with OFAC because he had provided an “Unapproved  
13 Document.” *Id.*

14           32.     On the enclosed sheet of the Account Status Letter, however, under the heading  
15 “Acceptable Documentation for Proving your Current Residence,” Defendant presented the Form I-  
16 797C, Notice of Action, as one of four options. The subheading on this page directs the recipient to  
17 “[p]lease provide a copy of any one of these. . . . Document must not be expired.” *Id.*

18           33.     The Account Status Letter warns that “This request is extremely time-sensitive, and we  
19 need you to act right away. As mentioned in previous communications, if your proof of residency  
20 documentation is not received and verified within the specified timeframes, your account(s) will be  
21 restricted.”

22           34.     Mr. Nia was confused by the contradiction between Defendant’s request for  
23 documentation—specifically, a Form I-797C—and its apparent rejection of his Form I-797C with no  
24 explanation as to why. He assumed the best, *i.e.*, that the letters had been sent in error, and continued  
25 to use his account.

26           35.     Plaintiff discovered that his account had been restricted in late September when he was  
27 unable to complete a purchase using his card. Plaintiff does not know the exact date when Defendant  
28 first restricted his account but believes it was on or around September 30, 2019.

1           36.     Mr. Nia called Defendant on or around October 21, 2019. On that call, a representative  
2 of Defendant informed Mr. Nia that Defendant could no longer accept the Form I-797C he had  
3 provided to prove his residency in mid-May because more than six months had elapsed from the date  
4 of its issue. Mr. Nia informed the representative that he expected to receive his Green Card in the near  
5 future and that he would promptly send it in once received. Defendant concurred that that would  
6 suffice. Mr. Nia left the call believing that Defendant had agreed to maintain his account in its  
7 restricted state until it received his Green Card.

8           37.     Unbeknownst to Mr. Nia, Defendant closed Mr. Nia’s account that day or shortly  
9 thereafter. On November 4, 2019, Mr. Nia attempted to access his account via Defendant’s website  
10 with the intent to upload a scan of his newly issued Green Card. Upon discovering that he was unable  
11 to access his account at this time, he called Defendant again.

12           38.     A representative of Defendant confirmed that Defendant had closed his account on or  
13 shortly after October 21, 2019—the date Mr. Nia first called Defendant to inquire about the restrictions  
14 placed on his account. This representative stated that Defendant had closed Mr. Nia’s account because  
15 he had provided insufficient documentation of his residency and explained that the Form I-797C  
16 expired or was otherwise invalid after six months. Defendant’s representative refused to clarify the  
17 policy pursuant to which it closed Mr. Nia’s account. When pressed by Mr. Nia on the fact that  
18 Defendant’s letters showed the Form I-797C as valid proof of permanent residency, one of  
19 Defendant’s representatives replied, in words or substance, “we don’t have to do business with you.”  
20 They also acknowledged that they had not sent a notice of closure to Mr. Nia and refused to send a  
21 notice or other written explanation for their actions even after the closure.

22           39.     As a result of his account closure, Mr. Nia lost the reward points he had accrued in  
23 connection with his account and he was forced to make purchases in cash or use other accounts that  
24 did not offer rewards. On or around September 17, 2019, shortly before the account was restricted,  
25 Mr. Nia had redeemed points toward a balance payment. But, he made approximately \$2,000 in  
26 purchases between roughly September 17 and September 30 (when his account was restricted), for  
27 which he lost rewards points.

28           40.     He also suffered adverse effects to his credit from the sudden and involuntary closure

1 of his credit account.

2 41. In addition, Mr. Nia missed days of work trying to communicate with Defendant during  
3 his business hours and receive clarification as to why his account was suddenly closed. He estimates  
4 approximately 10-20 hours of lost working time.

5 42. Mr. Nia also felt humiliated and demeaned by Defendant's repeated insistence that he  
6 provide immigration documentation, its refusal to accept his valid documents as sufficient, and its  
7 sudden restriction and closure of his account. He worried that he would be unable to avail himself of  
8 future financial services with Defendant and other financial institutions as the result of this experience.

9 43. Neither Defendant nor its representatives provided warning to Mr. Nia prior to closing  
10 his account. All of Defendant's communications stated only that his account would be "restricted" if  
11 he did not timely comply with Defendant's demand for additional documentation. Defendant did not  
12 threaten account closure. And, after his account had been closed, Defendant refused to provide any  
13 explanation for its actions beyond the false claim that Mr. Nia's Form I-797C had expired. Mr. Nia  
14 has received no written notice or explanation regarding the closure of his account.

15 44. There is no basis for Defendant's contention that Mr. Nia's Form I-797C had expired.  
16 A Form I-797C is valid for the duration of an immigration proceeding and therefore does not expire  
17 after a set period of time. Moreover, a Form I-797C is a "notice of action"—in Mr. Nia's case, noting  
18 the receipt of his Application to Register Permanent Residence—and not a document that an applicant  
19 can "renew" or otherwise seek a more recent issue of.

20 45. Moreover, Defendant's documents and written communications to Mr. Nia did not  
21 explain that a Form I-797C would, for the purpose of establishing residency to Defendant's  
22 satisfaction, expire six months after the date of issuance. On the contrary, Defendant's written  
23 communications to Mr. Nia clearly showed that the Form I-797C was a valid document for the purpose  
24 of establishing residency on par with a United States passport or Green Card (in contrast with  
25 temporary residency documents, which had to be renewed annually). Even assuming Defendant does  
26 have an unwritten policy that Form I-797Cs must be "renewed" every six months, **Defendant began**  
27 **harassing Mr. Nia in August, only three months after his Form I-797C was issued, and closed**  
28 **his account in October—just over five months from the date of issue.**



1           46. Defendant targeted Mr. Nia and imposed arbitrary and contradictory demands on him  
2 which he could not satisfy, and which ultimately led to the restriction and closure of his account, solely  
3 because of his race, religion, ancestry, citizenship, and/or immigration status.

4 **B. Defendant Regularly Discriminates against those of Iranian or Middle Eastern Descent**

5           47. Multiple publications and other sources have documented and detailed Defendant’s  
6 practice of targeting persons of Iranian or Middle Eastern descent and closing or threatening to close  
7 their accounts for illegitimate reasons. Defendant’s pattern of behavior strongly suggests that they  
8 targeted these persons based on their race, religion, ancestry, citizenship, and/or immigration status.

9           48. In 2018, Saeed Moshfegh, an Iranian pursuing a Ph.D in physics at the University of  
10 Miami, and who had been living in the United States for seven years, found that he could no longer  
11 access the money in the checking account he held with Defendant. *See* Rob Wile, *He’s been studying*  
12 *in the U.S. legally for 7 years. Bank of America froze his account anyway*, MIAMI HERALD (Aug. 30,  
13 2018), available at <https://www.miamiherald.com/news/business/article217095125.html> (last visited  
14 August 6, 2021).

15           49. When Mr. Moshfegh called to inquire, a representative of Defendant told Mr.  
16 Moshfegh that “the documentation he had provided could not be accepted. Bank officials insisted he  
17 produce a different form . . . .” even though the document Mr. Moshfegh had provided on multiple  
18 occasions had previously sufficed. *Id.* As a result of Defendant’s actions, Mr. Moshfegh was unable  
19 to pay his rent or credit cards while his account was restricted. *Id.*

20           50. Also in 2018, Defendant contacted a Miami businessman of Middle Eastern descent,  
21 who used the pseudonym Rami Abboud in the reporting article, and threatened to close his account if  
22 he did not take their call immediately. *See* Kevin G. Hall and Rob Wile, *Are Muslim-owned accounts*  
23 *being singled out by big banks?*, MCCLATCHYDC.COM (Dec. 17, 2018), available at  
24 <https://www.mcclatchydc.com/latest-news/article221921090.html> (last visited August 25, 2021).  
25 Although Mr. Abboud had banked with Defendant for approximately twenty-five years, the  
26 representative proceeded to ask Mr. Abboud to confirm his birthday and asked whether Mr. Abboud  
27 was a dual citizen. *Id.*

28           51. Defendant’s discriminatory actions against Mr. Nia and the members of the Class

1 reflect a deeply ingrained corporate culture of discrimination. Indeed, over the past decade Defendant  
2 has paid out hundreds of millions of dollars in fines and settlement payments relating to unlawful  
3 discrimination against racial and ethnic minorities.

4 52. In 2019, the U.S. Department of Labor found that Defendant had engaged in hiring  
5 discrimination against minority job applicants in locations scattered across four states. *See* Vin  
6 Gurrieri, *BofA Strikes \$4.2M Deal To End DOL Hiring Bias Probe*, CHARLOTTE OBSERVER (Sep. 30,  
7 2019), available at <https://www.law360.com/articles/1204169> (last visited August 25, 2021). In  
8 connection therewith, Defendant agreed to pay \$4.2 million in back wages and interest—one of the  
9 largest settlements in the history of similar actions. *Id.*

10 53. In 2013, Defendant was fined \$2.2 million for discriminating against minority job  
11 candidates over the prior two decades. *See* Alanna Petroff, *Bank of America fined \$2 million for race*  
12 *discrimination*, CNN.COM (Sep. 24, 2013), available at  
13 <https://money.cnn.com/2013/09/24/news/companies/bofa-racial-discrimination/> (last visited August  
14 25, 2021). In this matter, the U.S. Department of Labor found that Defendant had discriminated against  
15 1,100 African-Americans seeking entry-level positions. *Id.*

16 54. Just two years prior, Defendant agreed to pay \$335 million to resolve allegations that  
17 it engaged in a widespread pattern of discrimination against qualified African-American and Hispanic  
18 borrowers seeking home mortgage loans. *Bank of America settles discrimination suit for \$335M*,  
19 CBSNEWS.COM (Dec. 21 2011), available at [https://www.cbsnews.com/news/bank-of-america-](https://www.cbsnews.com/news/bank-of-america-settles-discrimination-suit-for-335m/)  
20 [settles-discrimination-suit-for-335m/](https://www.cbsnews.com/news/bank-of-america-settles-discrimination-suit-for-335m/) (last visited August 25, 2021).

21 55. Defendant’s discriminatory actions against persons of Iranian or Middle Eastern  
22 descent also fit within a larger trend impacting the retail banking industry:

23 Banking experts say that as banks have faced increasing scrutiny from  
24 regulators in a post-recession world, they are eliminating as much risk as  
25 possible. Lacking clarity on what might trigger government fines, banks are  
being overly cautious, some experts say.

26 “It’s not inconceivable to think an Islamic American or Arab American  
27 would be closed due to their perceived higher risk because of their  
28 connections to high-risk jurisdictions,” said Brian Kindle of the Assn. of  
Certified Financial Crime Specialists. “There’s something going on here,  
and I think it ties back to the de-risking trend.”

1 Paresh Dave, *Bank Clients of Middle Eastern Descent Want Answers on Closed Accounts*, L.A. TIMES  
2 (Sep. 7, 2014), available at [https://www.latimes.com/nation/la-na-banks-muslims-20140907-](https://www.latimes.com/nation/la-na-banks-muslims-20140907-story.html)  
3 [story.html](https://www.latimes.com/nation/la-na-banks-muslims-20140907-story.html) (last visited August 25, 2021).

4 56. According to Gadeir Abbas, senior litigation attorney for the Council on American-  
5 Islamic Relations, “It is what it looks like, the closure of bank accounts held by Muslims or those  
6 mistaken as Muslim. It’s Islamophobia . . . something is systematically happening that is resulting in  
7 the closure of bank accounts held by Muslims and Islamic institutions.” See Kevin G. Hall and Rob  
8 Wile, *Are Muslim-owned accounts being singled out by big banks?*, MCCLATCHYDC.COM (Dec. 17,  
9 2018), available at <https://www.mcclatchydc.com/latest-news/article221921090.html> (last visited  
10 August 25, 2021).

11 57. Consumers across the country have complained of Defendant’s discrimination against  
12 them when using their Bank of America accounts based on their Middle Eastern or Iranian origin. For  
13 example, the following consumer complaints were lodged with Defendant’s primary regulator, the  
14 Consumer Financial Protection Bureau:

16 <b>Complaint Date:</b> 6/3/2020	16 <b>Consumer State:</b> Florida	16 <b>CFPB ID:</b> 3712152
17 Complaint Narrative: Bank of America offered to open my business account online, I accepted 18 and opened 2 accounts, after rigorous Identity verification all information was confirmed the 19 accounts was opened (account number XXXX) and charged my debit card to fund the initial 20 deposit. Then 3 days later without any explanations the bank closed the accounts, I called the customer service and they told me that they are unable to give me any information. Now the online ID are deactivated and the accounts closed without any reason, It seem to be like a discrimination, XXXX act and misleading advertising from Bank of America.		

21 <b>Complaint Date:</b> 2/2/2020	21 <b>Consumer State:</b> California	21 <b>CFPB ID:</b> 3538297
22 23 Complaint Narrative: My primary checking and savings accounts were frozen by Bank of 24 America ( BoA ) on or around XXXX XXXX XXXX. I was not notified or aware of this 25 until XXXX XXXX XXXX after receiving information from my university 's financial aid 26 office that my tuition payment was rejected due to a " Dishonored Account. " I promptly 27 called the BoA customer line ( XXXX ) at XXXX XXXX on XXXX XXXX XXXX and 28 spoke to a representative. I was informed that my account was frozen because there was missing information from a co-owner, my mother. She does not have access to the account and should have been removed from co-ownership over a year ago. However, BoA 's records indicated that she is still a co-owner on the account. I am the sole owner of the accounts and have been since I opened the accounts in XXXX. The representative informed me that my accounts could not be unfrozen until XXXX updated " profile information " with the bank. Federal Customer Identification Program (CIP) laws were cited as the		

1 reasoning behind the frozen account. Getting nowhere with the representative on the phone,  
 2 I visited a local BoA branch in XXXX XXXX at XXXX XXXX XXXX XXXX XXXX  
 3 XXXX and spoke with a Relationship XXXX, XXXX XXXX. Initially XXXX XXXX was  
 4 not able to even locate my accounts in the system using various points of information --  
 5 including my SSN and previous addresses. Once we were able to locate my accounts in the  
 6 system, a message indicated that we needed to call the Texas branch of BoA and speak  
 7 with a representative over the phone. Again, I was told that the co-owner must " update  
 8 profile information " before the account could be unfrozen. No information about the nature  
 9 of " profile information " was given and at no time was proper notice given to me. XXXX  
 10 CFR XXXX - " Customer identification programs for banks, savings associations, credit  
 unions, and certain non-Federally regulated banks " laws do not require additional  
 information be provided to the banks after the initial opening of accounts -- which occurred  
 around 11 years ago. I believe my accounts have been frozen under immigration/citizenship  
 questioning as many others have reported with BoA since XXXX -- despite both co-owners  
 being natural-born citizens. I believe that these actions are unlawful and these actions by  
 BoA have caused several of my normally occurring bills to bounce, become late, negatively  
 impact my credit, and incur additional fees from billing agencies. This has caused me undue  
 financial hardship and negatively impacts my job status as I have needed to spend hours  
 away trying to sort it out.

<b>Complaint Date:</b> 10/19/2019	<b>Consumer State:</b> California	<b>CFPB ID:</b> 3411225
<p>Complaint Narrative: Hello I have been a customer of bank of America for over 2 years and 5 months ago they closed all of my accounts plus 4 credit cards 2 personal and 2 buisness and said after months of them saying we get back to you as to why saying they need 45 to 60 days for the investigation which they were doing nothing never been late on any payments always had money in my checking accounts and finally when I went to the branch to get answers as to why the banker said because of my race that I am XXXX and that's discrimination and illegal in America and was told there is a lawsuit going on because of bank of America closing accounts because of race particularly being armenian which is horrible to experience that and would like it if you can help me resolve this issue thank you</p>		

<b>Complaint Date:</b> 8/29/2019	<b>Consumer State:</b> New York	<b>CFPB ID:</b> 3358213
<p>Complaint Narrative: I opened a new Bank of America credit card in XX/XX/XXXX in one day to the other two weeks later they just closed it down. and when I called them they told me that I have very good credit they just want I should go down to a Branch with my license. I went down to fax the documents that they needed and still, they don't want to open up the card. that's real discrimination I have a good relationship with all the banks and they should open the account as soon as possible</p>		

<b>Complaint Date:</b> 7/1/2019	<b>Consumer State:</b> Washington	<b>CFPB ID:</b> 3292510
<p>Complaint Narrative: I am writing to you about a serious issue regarding Bank of America. My wife and I have been dealing with ongoing attacks by Bank of America : For the past year ( since XX/XX/XXXX ) Bank of America has frozen our accounts multiple times with absolutely no prior notice. We find out our card being denied when we are shopping. When we call in, they transfer us multiple times until someone asks us information about our residence, our jobs, and our citizenship. We do not hold dual citizenship. When they ask what is our nationality, of course we identify as XXXX, with our sole citizenship with U.S. ( meaning ethnically we identify as XXXX ) On Thursday XX/XX/XXXX they closed our credit cards with no notice. We called and went into the branch several times and they said they can't provide any information and the only thing they told us is that we are a 'High Risk</p>		

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' customer ( we have perfect credit scores and have never missed a payment ). Then they proceeded to close our checking, savings [ with no notice in mail until we called in and asked them to send us a written notice! ]. Merrill Edge, a Bank of America company, also closed our Cash Management Account, and our Roth IRA. Merrill Edge gave us a 1-day notice via a letter before closing our account. We have been bank-less for a few days now, and regardless this has caused a lot of frustrations. Can you please assist us in seeing what next steps there are regarding this matter? Thank you in advance.

<b>Complaint Date:</b> 7/25/2018	<b>Consumer State:</b> New York	<b>CFPB ID:</b> 2973090
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Complaint Narrative: Bank of America closed my checking account and my debit card without notifying me. They did not send me any communication prior to closure and closed my account on the basis of my wife 's nationality. I have a shared account with my wife, and according to BOA representative on the phone they closed my account " because they needed some information and documents " relating to my wife 's nationality and therefore they decided to close her checking account and mine! They did not call me to ask for " information and documents ", did not email me, sent me no letter through mail and just decided to close both my checking account and my wife 's checking account. This is targeting individuals based on their nationality and treating them unfairly. This is discrimination based on national origin. We do not deserve to receive a warning letter/email/phone call because we are of XXXX origin. And now we will not have access to our funds in the checking account for 10 days until they send checks to our address. I asked the representative if we can at least walk in to a BOA branch and receive the checks today in person, and the answer was no, we will have to wait 10 days for the checks to be " approved " and " processed ". They want to " approve " whether they should give me my money or not!

<b>Complaint Date:</b> 7/4/2018	<b>Consumer State:</b> New York	<b>CFPB ID:</b> 2953294
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Complaint Narrative: I have had checking and credit accounts with Bank of America for many years. I have been residing in the US for many years as well. My national origin is XXXX. In XX/XX/XXXX, Bank of America started to send me letters asking me to provide proof of my residency. The letters have specific dates before which I had to provide the required documents ; otherwise, all my Bank of America accounts would be restricted as explained in the letters. The letters state that the bank has " certain rules " if it is " operating accounts for individuals who are citizens of US-sanctioned countries. " I responded to previous letters and provided proof my residency in the US. The most recent letter was on XX/XX/XXXX ( see attachment ). I believe Bank of America is discriminating against me based on my national origin. Because Bank of America is discriminating against me based on my national origin, the bank has been unduly asking me to provide proof of my residency ; otherwise, the bank threatens to restrict my accounts. I have been continually residing in the US since XX/XX/XXXX ( well before I received any letters from Bank of America requiring proof of my residency ).

<b>Complaint Date:</b> 6/19/2018	<b>Consumer State:</b> Unknown	<b>CFPB ID:</b> 2940577
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Complaint Narrative: My name is XXXX XXXX. I am XXXX y/o ; I am US citizen and my elderly mother lives in XXXX, XXXX ; I traveled there to visit her and apparently accessed two weeks ago my bank account in Bank of America while there ; Bank of America had my account arbitrarily frozen. They say that this is because I " operated " my account from XXXX and the international sanctions require this. This is not true. I contacted Office of Foreign Assets Control (OFAC) U.S. Department of the Treasury and asked them if this was true that I am forbidden to do banking in XXXX. They responded today. Yes, XXXX is under sanctions, but they say " Fortunately, OFAC has issued a general license (General License No. 4) authorizing US persons to send and receive funds to or from the

XXXX region of XXXX or for or on behalf of an individual ordinarily resident in the XXXX region of XXXX in cases in which the transfer involves a noncommercial, personal remittance. In short, personal remittances to XXXX are authorized so long as the transaction meets the criteria of the general license. " But Bank of America told me that The Supervisor made " final decision " that I need to present myself at the BoA branch holding papers for them to see and thn they will remove the hold! My explanations that I am abroad and BoA are only in US does not move them ... Now, this is my only money I had access to. This is the only money I have ; My mother needs operation and I can not transfer the money to pay for operation. I am left with no money in a foreign country because BoA ... wait, I can not even understand the reason why they are holding my money! I spoke to BofA at least 6-7 times ; Second time I spoke to them, the representative told me all they needed was copy of my passport and that they would remove the hold on account ; Three days later the account was still on hold, I called and spoke to somebody else who told me that they would not restore the account and implied that this was because I was rude to the representative that called the first time ; I spoke also to the manager, XXXX XXXX XXXX ( if he gave me the true name ) who would not tell me even the reason the account was blocked. Their position now is basically this : the don't have to explain anything to me, manager made final decision that I need to go to BofA branch in order to restore the account ; my explanation that I am abroad and s But today they called again and said that now they want to close account all together and want to send me a check. I informed them that I am traveling and banks in XXXX do not take checks. I instructed them to not send check to my old address ; It is very difficult to speak to them. Their reps speak broken English, hide their names ; fake bad connection when they don't know what to say ... Pathetic ... I am not sure they even understand what I tell them ... How can a Bank behave like this? They can solve this in a minute but would not ... If they needed to identify myself, why me coming to their branch? They have a number of ways to check if this is myself, I can send them my passport, the Embassy can wouch for me etc ; They just want to show they have power and a client does not -this is how it seems ... Because.The.Manager.Made.Final.Decision ... It appears from the Office of Foreign Assets Control explanation that the reason BoA provides can't be a valid reason. They don't reveal the real reason. They just want to show who is the Boss. Never thought a bank could do this! This can not be legal ... I did not violated sanction regime because I am a private citizen and can get funds from US in XXXX according to explanations I received from Office of Foreign Assets Control ; If it was legal we all would be in danger to loose our money because somebody in the bank did not like us or just had a bad day ... I am not talking about the fact that now I am abroad without any money because this is the only bank account I have capable to send money to XXXX ; They blocked the only debit card I have. I need money for medical expenses and to buy ticket home and I was counting with the money I entrusted to Bank of America ... What do I do now? I wrote letter to the member of BofA board but not sure this would help ... Thanks in advance, XXXX

<b>Complaint Date:</b> 5/25/2018	<b>Consumer State:</b> California	<b>CFPB ID:</b> 2918282
Complaint Narrative: I am an international student with valid status and XXXX form my school. For unknown reasons ( probably being a citizen of those sanctioned countries ), Bank of America closed my credit line and blocked my checking and savings account. Bank of america already had my XXXX, passport, visa and drivers license documents on their file. Closure of my credit line has affected my credit score adversely.		

<b>Complaint Date:</b> 2/13/2018	<b>Consumer State:</b> New York	<b>CFPB ID:</b> 2812975
Complaint Narrative: On or about XX/XX/XXXX I used my credit card at XXXX at XXXX XXXX, located at XXXX XXXX XXXX XXXX, XXXX XXXX, NY XXXX, to pay for my lunch and it was the first time I realized that the credit card is not working. Since then, I tried to use the card in few other occasions to make sure it is not working. All		

1 those transactions were declined. In the meantime, I started using my debit card to pay for  
2 my purchases. I believe the first time that I contacted Bank of America ( BoA ) to find out  
3 about the problem with my credit card was on XX/XX/XXXX when after waiting on the  
4 line for several minutes I was told that the account was suspended due to  
5 suspicious/fraudulent activity. The representative went through some transactions and I  
6 was told that the account was fixed and ready to be used. However, right after the call I  
7 checked my Mobile Banking Application and I still saw that the credit card was not  
8 available. I called again and I was told that the account was ready to be used at the fact that  
9 the application was not reflecting that was probably because of the delay in update. I tried  
10 to use my credit card again the next date or the day after and the transaction was declined  
11 again. Again, I started to use my debit card. Few days later on XX/XX/XXXX I called the  
12 bank and after waiting for about 20 minutes and talking to different representatives I was  
13 told that there was nothing that the representative could do as it was Sunday and there was  
14 no specialist present to assist me. I was asked to call back the day after. In the morning of  
15 XX/XX/XXXX, I received a notification on my cellphone reading that the debit card linked  
16 with my XXXX is not working ( a notification by XXXX, not by BoA ). I called BoA again  
17 around XXXX XXXX to talk with a representative to follow up on my call on the day  
18 before. After a long wait and talking to 2-3 different representatives, I was referred to a  
19 person from the BoA compliance, called XXXX. He told me that my credit line has been  
20 cancelled for compliance reason and he told me that a letter was sent to me asking for my  
21 most updated immigration documents. I mentioned I havent received anything but an Alert  
22 on my Mobile Banking Application few months earlier and at the time I uploaded my work  
23 authorization with the expiration date of XX/XX/XXXX. I pointed out that I have not  
24 received any other letter and he mentioned that in the allegedly sent letter we asked for the  
25 most recent immigration document. As I saw no progress in the conversation I ended the  
26 call. Then I went to a branch located on XXXX XXXX, XXXX XXXX, NY XXXX. I  
27 talked with a relationship manager at the Branch called XXXX who tried to help me but he  
28 was not able to do anything on his own. He called a number apparently noted on my profile  
and he was speaking with a person in compliance department. He then sent a copy of my  
driver license to that person on the phone and she said it was not accepted. I asked to call  
directly to the person on the line and he passed the phone to me. The person on the line was  
called XXXX XXXX. She told me that bank needs my latest immigration documents. I  
mentioned that the one already uploaded by me earlier is valid by XX/XX/XXXX while  
we are on XX/XX/XXXX. She did not clear that for me and she again referred to an  
allegedly sent letter. I asked what the reason for restricting my account is. Specifically, I  
asked if it is because of my immigration documentation or my nationality and she  
responded my nationality. I had already explained to the relationship manager that I am in  
the process of changing my status and I will have the documentation of that once XXXX  
provides me with those. He explained it to her and still she was repeating the same thing  
about the policy of the bank. I also, had with myself XXXX FAQs about the extension of  
Optional Practical Training ( OPT ) Program for qualified students where it is explained  
even after the expiration of the XXXX XXXX there is a 60 day preparation for departure  
yet it was not accepted. ( See 8 CFR 214.2 ( f ) ( iv ) : ( iv ) Preparation for departure. An  
XXXX student who has completed a course of study and any authorized practical training  
following completion of studies will be allowed an additional 60-day period to prepare for  
departure from the United States or to transfer in accordance with paragraph ( f ) ( 8 ) of  
this section. An XXXX student authorized by the DSO to withdraw from classes will be  
allowed a 15-day period for departure from the United States. However, an XXXX student  
who fails to maintain a full course of study without the approval of the XXXX or otherwise  
fails to maintain status is not eligible for an additional period for departure. ( Revised  
effective XX/XX/XXXX ; 67 FR XXXX ) XXXX XXXX XXXX ) I also asked if I am  
able to receive any payment on my account while it is restricted and the response was  
negative. This is the case while I am expecting my salary to be paid on this account on  
Friday, XX/XX/XXXX. I was asked if I am still in the school and I explained that I am  
working and this question is irrelevant. All and all, as I found it useless to discuss more I

1 asked for the direct number of the compliance department and I finished the conversation.  
 2 On XX/XX/XXXX, I received a call from BoA compliance department, XXXX XXXX,  
 3 who advised me to close my account among other things. I asked to talk to her manager  
 4 and tried to explain the situation but out of no avail. The manager, XXXX XXXX, kept  
 5 repeating a piece of the BoA policy and she told us untruthfully that the bank would be  
 6 fined for \$ XXXX for every single transaction processed through my account. ( Which as  
 7 a person who works in XXXX Compliance department of another bank, I can say this is  
 8 factually incorrect. ) I was conveyed that I can only withdraw money form ATMS or from  
 9 tellers ; so I went to the same location as previously mentioned and tried to withdraw from  
 10 the ATM and it was declined. Then I went to the teller asking to withdraw {\$200.00} so I  
 11 can pay my daily expenses ( e.g. food and transportation ) and she declined. I asked for a  
 12 letter explaining the reason that they can not give me the money and she said she could not.  
 13 She called her manger, XXXX XXXX, and he repeated the same thing and called BoA  
 14 Compliance Department at XXXX XXXX XXXX. A person called XXXX responded and  
 he did not provide any new thing and he said I can close my account. I asked for his last  
 name and he refused to give me that. Now I have my credit line canceled and my checking  
 and saving account restricted. It is also worthwhile that I was charged in the period that my  
 credit card was suspended ( or canceled ) for a charge on car rental fees. I am an Iranian  
 national and I have my current work authorization expired on XX/XX/XXXX, my XXXX  
 on XX/XX/XXXX. I am in the process of filing a petition for XXXX XXXX which allows  
 me for change of status and staying in the country lawfully. This is in addition of the 60  
 day so called Grace period which I can stay in the country after my XXXX expiration date.  
 It is notable that I have to pay the legal fees for my immigration services by the end of the  
 week but now due to the restriction of my account I am not able to do so. Besides, I  
 currently have no other account with any other bank and I do not have any access to any  
 banking services. It has been two days now that I have had no access to my funds and it  
 has crippled my life.

<b>Complaint Date:</b> 9/28/2017	<b>Consumer State:</b> Maryland	<b>CFPB ID:</b> 2687139
<p>Complaint Narrative: Dear Sir or Madam, Back in XXXX, when my wife and I were trying to receive XXXX gift from our families abroad to put a down payment for our first home purchase, our family in XXXX used a money exchange company to send the money to our Bank of America account. It looks, due to the XXXX sanctions, the money transfer company did not use the global wire or swift system, and instead did it through bartering. After noticing some cash deposits in our account, Bank of America called us and asked if we know the people who made those deposits. We told the story and gave them full authority to investigate the case and if needed return the money to the people. On XXXX XXXX, we both received letters from Bank of America saying they have decided to close our accounts. We asked for the reason, but was told the bank has the rights to end her business with us anytime they want and is not obliged to give us the reason. We accept that, but asked BoA to give us any kind of documents or evidence of blocking that XXXX so our parents back in XXXX can take the money exchange company to curt and ask for the refund. Since then, we have not received any update or answer from Bank of America. They simply ignore us, and despite calling more than XXXX times to people who we are told are working on our case, we have not heard a word. BoA even kept the sum of \$ XXXX in my wife 's saving account which has had nothing to do with that disputed deposits. It is so frustrating to see that how Bank of America instead of treating us as victims, incriminating us, most likely profiling us because our relations to XXXX, and treating us with ultimate ignorance. And all of this has happened after we both were loyal customers of BoA for more that 5 years, and have got excellent records with them.</p>		



1           58.     The National Iranian American Council (“NIAC”) has also fielded several complaints  
2 from Iranian-American consumers who have experienced similar acts of discrimination—most  
3 prominently, sudden and unexplained account closure—when trying to use their accounts with Bank  
4 of America. The volume of complaints prompted NIAC to engage in formal advocacy, including  
5 writing a letter to Bank of America on July 19, 2019, which reads:

6                     I am writing on behalf of the National Iranian American Council (“NIAC”),  
7 the largest grassroots organization in the United States representing the  
8 interests of Iranian Americans, regarding Bank of America’s treatment of its  
9 U.S. customers of Iranian origin. Over the past several years, we have  
10 received persistent questions and complaints from Iranian Americans and  
11 Iranian nationals in the U.S. whose bank accounts have been abruptly closed  
12 by Bank of America – in some cases without notice and in other cases even  
13 when documents requested by the bank were submitted by these customers  
14 that confirmed that the provision of services to such customers was lawful.  
15 Our review of this material indicates that Bank of America has adopted  
16 policies and practices that are clearly discriminatory towards customers of  
17 Iranian origin. We therefore request that Bank of America immediately  
18 remediate its internal policies and procedures to ensure that such  
19 discrimination ceases. Absent such steps, we reserve the right to pursue  
20 litigation regarding this matter.

21                     While we understand from past engagement that Bank of America cites U.S.  
22 sanctions on Iran as the basis for its actions, the actions undertaken by Bank  
23 of America are unwarranted as a matter of law. U.S. sanctions targeting Iran  
24 do not prohibit Bank of America from holding accounts on behalf of  
25 customers of Iranian origin. Instead, U.S. sanctions prohibit Bank of  
26 America from servicing “Iranian accounts,” which are defined for purposes  
27 of the Iranian Transactions and Sanctions Regulations (“ITSR”), 31 C.F.R.  
28 Part 560, as “accounts of persons ordinarily resident in Iran, except when  
such persons are not located in Iran.” Unless Bank of America has indication  
that a customer is a person ordinarily resident in Iran and is physically  
located in Iran, Bank of America has no legal obligation to deny services to  
a given customer under the ITSR.

We find it egregious that Bank of America would treat its customers of  
Iranian origin in such a manner rather than appropriately tailoring its  
compliance policies and procedures in such a way as to ensure it conforms  
its conduct to the demands of U.S. law while respecting its customers’ rights  
and providing its customers exceptional service. We remain interested in  
discussing steps that Bank of America can take to ensure that its customers  
of Iranian origin are not treated in a discriminatory manner by the bank, and  
we reserve the right to pursue litigation to resolve this issue if necessary.

We look forward to your response.

59.     A sampling of the complaint narratives received by NIAC is below:

1 **Complaint Date:** Estimated 2017-2018

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3 Complaint Narrative: One U.S. citizen had an account that was to be used for a down  
4 payment on a home frozen by Bank of America, in spite of the fact that they had not been  
to Iran in two decades and had already sent official documentation to the bank to confirm  
their U.S. citizenship.

5 **Complaint Date:** Estimated 2017-2018

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7 Complaint Narrative: An Iranian national studying at a U.S. university had their account at  
8 Bank of America closed, where the individual had put all of their savings while in the  
United States. To add insult to injury, the bank reportedly sent the funds to the individual  
by check, which was lost in the mail and added further delay and hardship.

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10 **Complaint Date:** Estimated 2019

11 Complaint Narrative: Another family was subject to two separate hardships by Bank of  
12 America. A 17-year-old woman born in the United States who had never set foot in Iran  
had her account closed with the bank claiming that they could not verify her information  
13 in spite of the fact that the family made regular deposits to the account and got routine  
statements from the bank. Separately, the bank threatened to close their 90-year-old  
14 grandmother's account – also a U.S. citizen – if they did not fill out a form asking for  
citizenship, residency, and other contact information already on file.

15 **Complaint Date:** 2018-2019

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17 Complaint Narrative: Finally, two U.S. citizens had their accounts with Bank of America  
18 blocked multiple times with no prior notice. Their credit card was closed with no notice  
and they were told by their local bank branch that the bank “can’t provide any information”  
19 regarding the reasons for the closure and that they are regarded as “high risk” customers.  
Later, Bank of America closed their checking and savings accounts, while Merrill Edge –  
20 a Bank of America company – closed their retirement account with only 1-day notice.

21 **Complaint Date:** April 2014

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23 Complaint Narrative: I was trying to pay my tax (I believe in April 2014) when I realized  
24 that my checking account and credit cards were not working. I called Bank of America  
and was told that my accounts were frozen because I had dual citizenship. The issue was  
25 resolved after a few days but it caused unnecessary stress. I’ll be happy to share my story  
privately, and perhaps later publicly, if needed.

26 **Complaint Date:** Ongoing

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28 Complaint Narrative: Every time I log into my account, I receive a popup asking me if I  
am a dual citizen. (I am.) No one other BOA cardholder I know gets this question.

1 **Complaint Date:** 2015 & 2019

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3 Complaint Narrative: I had an encounter with BofA which was truly shocking to me. I have  
4 maintained an account with them since 2007. In 2015 while I was living in Pittsburgh, I  
5 was contacted by BofA to verify my residence status in the US. They requested a copy of  
6 my ID to assure I am still living in America. After faxing them a copy of my state ID, they  
7 rejected it and said it's not acceptable. They requested me to present myself to a branch of  
8 BofA to prove I am living in America! There was no branch of BofA in Pittsburgh and  
9 they told me to go to Ohio to a branch of BofA! It was beyond ridiculous. They threatened  
10 to close my account. I emptied the account proactively so that they don't steal my money  
11 from me in the name of "vigilance against terrorism" finally after I raised hell, they  
12 accepted my state ID and let me keep my account. Last month a friend tried to send me  
13 300\$ from Germany. And they acted as if a terror cell is contacting me . They raised so  
14 many shenanigans with deutsche bank and asked a boatload of questions about my German  
15 friend. And eventually after a month, they refused to accept fund transfer from Germany.  
16 I am considering closing my account with this crooked racist bank and be done with them  
17 forever.

18 **Complaint Date:** Estimated 2016

19 Complaint Narrative: In or around 2016, Bank of America froze our non-profit  
20 organization's bank account, and demanded us to answer a series of questions about our  
21 relationship with Iran, if we receive donations/funding from Iran, or whether we fund any  
22 activities in Iran. Since we did not have any direct financial relations with Iran, our bank  
23 account was eventually OKed.

24 **Complaint Date:** 2017

25 Complaint Narrative: I and my brother in law are both citizens of the U.S., while my sister  
26 is in permanent residence in the United States. Our bank account that we all share was  
27 closed even though we complied with all of their demands such as non sense paperworks  
28 and many documentation that we are citizens. Finally they told us that since she doesn't  
live permanently in United States which she does, our account will be closed. It was closed  
despite we had opened this account in 1987. Their loss and not ours. Since we opened  
accounts in other banks.

29 **Complaint Date:** 2018

30 Complaint Narrative: Husband is Iranian national and US GC holder. BOA froze all  
31 accounts and cards, including debit card linked to a joint account with wife and a CC that  
32 she is an authorized user on. Husband is not traveling and has not traveled recently. Both  
33 are US residents. BOA demanded additional documentation from him to release his  
34 accounts, and he had no access to accounts and his wife was out of town.

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**Complaint Date:** 2017

Complaint Narrative: Iranian student in USA working for a company on OPT status. Two months before contacting NIAC, his wife became pregnant but they had no health insurance. Babak asked his brother to send him some money for medical expenses. Brother sent \$9,500 using a legal-registered money exchange company in Iran. BOA froze checking and savings account after \$9,500 deposited. Two weeks later they unfroze the accounts but continued to hold the \$9,500. Three weeks later they closed both accounts and informed Babak he may be referred for investigation. They continued to hold the \$9,500 for about 3 months until he contacted NIAC and we got BOA to issue him a check for \$9,500.

**Complaint Date:** 2018

Complaint Narrative: Student visa holder working in US while finishing degree. BOA froze his account and blocked money despite member providing them documents regarding residency in the US. BOA refuses to close the account and give member his money to move it to another bank. Causing member serious financial hardship.

60. On online forums and social media, consumers of Iranian origin have also complained of the same acts of discrimination. A sampling of statements made in (or that originated in) a private immigrant advocacy Facebook group on this topic are below. Each statement was made by an individual with a name traditionally of Iranian origin about an incident that happened with Bank of America in the United States. Note that at times Plaintiff followed-up to gather additional details from the posts, which were summarized and added to the entries below. Also note that some posts were translated from Persian. At all times, the narratives convey the sum and substance, if not the exact words, of the consumers' experience as conveyed to Plaintiff:

**Incident Date(s):** 2015-2016      **Consumer State:** California

Complaint Narrative: Between 2015 and 2016 they asked for my proof of residency 3 times. Every time I took my green card to the branch but then they sent me the same letter. The two branches that I visited:  
1) Bank of America, 2600 San Miguel Dr, Newport Beach, CA 92660  
Time: between Summer of 2014 and Spring of 2015  
2) Bank of America Financial Center, 1510 The Alameda, San Jose, CA 95126  
Time: July, August, or September 2015  
Finally I closed both my savings and checking accounts but kept my credit card. They then sent me the same letter about my credit card which I didn't respond to and they closed my credit card. Interestingly, after they closed my credit card, they ran my credit without my consent, opened a new credit account for me and sent me a new card which I closed immediately. I never did business with them again and probably won't do in future.

1	<b>Incident Date(s):</b> Approximately 2016-2018	<b>Consumer State:</b> Louisiana
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Complaint Narrative: They [Bank of America] rejected my [online] credit card application because I am Iranian. ... I didn't keep the letter but I think it said that you were born in one of the countries to which we can't give a credit card. It also said if you have a green card or are a citizen send your documents for consideration.

5	<b>Incident Date(s):</b> Unknown from post	<b>Consumer State:</b> California
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Complaint Narrative: My BoA account was also closed .. with a letter saying we are closing it because of the sanctions. I didn't keep the letter though.

8	<b>Incident Date(s):</b> June 2019	<b>Consumer State:</b> Massachusetts
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Complaint Narrative: I had an account with BoA and they closed my account for no reason and without any warning. They closed my credit account in June 2019 in Massachusetts and said I had two weeks to remove my money from my checking account. The bank gave me no notification until I realized my credit card was not working anymore. I contacted the bank to ask why. The only answer they gave was that it has been our business decision to close your account. I was traveling in March that year and had updated my documents at that time. I had informed the bank that I would be in a different state, California, so my information with them was up-to-date [when they closed the account.]

15	<b>Incident Date(s):</b> 2014-2020	<b>Consumer State:</b> New Mexico and California
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Complaint Narrative: I am an Iranian national student on F1 visa and I had faced difficulties using my bank account in Bank of America. Upon my arrival to the US, Albuquerque NM, in Fall 2014, I opened an account with BofA which included showing my traveling visa, F1 document, passport, and my admission letter. After two months, in Fall 2014, I received a mail from BofA concerning with my bank account and how I have to show that I am a resident in the US and I need to comply with OFAC which indicates that Iran is economically sanctioned. To resolve this issue, I went in person to the same BofA location that I had opened the bank account, Albuquerque NM, and provided additional evidences on my legal residency in the US (SS card, apartment lease contract etc.). The employee convinced me that everything checks out I should be "fine". After two weeks my account got frozen on the same grounds of being subject to OFAC regulations. At the time two of account restriction, 2 transactions were returned with \$100 fee! This included my rent which back fired and I had to pay extra since I missed the due date (The other was credit card payment). I was able to activate the account by AGAIN going in person to the same office location, Albuquerque NM. I moved to Southern California Summer 2015 and I continued to receive the same series of letters with the same "threatening" language on a regular basis (Summer 2016, Winter 2017, Spring 2018, Summer 2019, Summer 2020) and every time I used the exact same documents to prove my lawful residency in the US. In all times none of the employees were trained to understand the situation and could not help in a smooth way and on average I had to spend about 2 hours in the bank resolving the issue. This has led to many troublesome situations including having to postpone or cancel my travels fearing that my account may get frozen while being away in a conference or giving a talk at some institutes. The last time was in Summer 2020! With the pandemic and the social unrest going on I did risk the health of my housemates and myself to AGAIN go in person and resolve the same exact issue.

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<b>Incident Date(s):</b> 2016-2017	<b>Consumer State:</b> New York
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Complaint Narrative: I also have similar experiences like others. Between 2016-2017 they asked for my proof of residency 2-3 times by letter or they simply deactivated my card without previous notice and when I called BOA, I was informed that I need to update my proof of residency. Every time, I took my EAD card (had not received my green card yet back then) to a branch at 5806 Broadway, The Bronx, NY 10463 and had them scanned it. I don't exactly remember if they deactivated my credit card/debit card when they were waiting for my document but I think they did. Finally, I closed my checking accounts but kept my credit card. After I took my green card to the same branch, they did not ask for a proof any more. Later, I got an email offer to get \$200-\$300 if I open a checking or saving account (don't remember the exact offer but something like that). I go to a branch at 8100 Forsyth Blvd, Clayton, MO 63105 with my Iranian passport and green card to take the offer and open an account. But, although now I am a green card holder, and used to have a checking account with them, they did not open an account for me because I am an Iranian and also due to sanctions! The manager of the branch ,who was originally a French guy, was so ashamed and apologetic and tried to do his best, he even went and talked to his manager and they made some calls but eventually he came back and said it was out of his control and he tried to talk to people above him but unfortunately, due to sanctions they can't open an account for Iranians. And when we asked about why I could open an account with other banks like TD bank but can't do the same with BOA, he said the system is not letting me do so.  
I left the bank and promise myself never step in to another BOA branch ever again! I have been to many other banks and opened other sort of accounts and never had any similar experience! What they are doing against Iranians are unbelievable and unjustifiable!

<b>Incident Date(s):</b> Unknown from post	<b>Consumer State:</b> Massachusetts
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Complaint Narrative: same thing happened to me to and they frozen my account after I gave them all required documents for three days and it was with no warning and during a long weekend and I didn't have any other account or cash available. In a foreign country with no family around. I called them and their answers were helpless as always.

<b>Incident Date(s):</b> Several years beginning 2014	<b>Consumer State:</b> Texas
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Complaint Narrative: Dude, it became one of my annual rituals to provide extra documents for BoA, each year since 2014. A discrimination behavior which is accepted as what it is.

<b>Incident Date(s):</b> Unknown from Post	<b>Consumer State:</b> Unknown from Post
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Complaint Narrative: they closed my credit card for one month late payment of after 10 years of paying all balance each month on time, without even a notice, while I had over \$600 in points in same credit card that could cover the entire payment!... I still have what they reported as late payment in my credit report and this happened when I was trying to get a loan which badly affected my credit score resulting in my loan request getting rejected.

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<b>Incident Date(s):</b> 2013-2014	<b>Consumer State:</b> Virginia
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Complaint Narrative: It happened to both of us, me and my husband , I sent them my green card information back then and that's was it , I still have accounts with them, and they never asked me again. My husband who I tagged him on the post, as soon as he saw the letter, I think he called them and asked why they needed his citizenship status and again I am not sure what happened since it's way back in 2013 or 2014 , but he told me that's an obvious discrimination and he closed all his accounts with them before even sending them any prove of residency.

<b>Incident Date(s):</b> 2018	<b>Consumer State:</b> California
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Complaint Narrative: About two years ago BoA canellectd my credit cards (I had two credit accounts with them). I went to the local branch in person and the people working there had no information about the reason the cards were closed. In my presence, they contacted the central office and they eventually said that the bank randomly audits the accounts held by Iranians and some other nationalities and if necessary they close the accounts. The bank representative was surprised after this phone call and apologized to me. The bank had given me no warning before! I also had no financial connections to Iran. This happened in California.

<b>Incident Date(s):</b> Unknown from Post	<b>Consumer State:</b> Illinois
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Complaint Narrative: Same thing happened to me with BoA, they closed my account after 3-4 years and was asked for some residency documents, had to go there several times to reopen it again. I don't remember exactly, I think I received a letter saying I needed to upload some residency documents or they will close the account. I did upload them but they still closed (restricted?) the account. I went to the bank branch, I think twice, and it was resolved the last ime. I know it happened to a few friends of mine too.

<b>Incident Date(s):</b> 2014	<b>Consumer State:</b> Texas
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Complaint Narrative: BoA closed my account without a notice and blocked my money for 2 months when I was student. I even didn't have enough money to pay rent.... I opened my BoA account in Aug 2014 shortly after I came to Texas with student visa. They had a copy of my I-20 and passport. I also had one secure credit card and later a travel credit cart with BoA. Couple of months later (believe was end of 2014) my credit card was declined and I received a mail that said all my accounts at boa has been closed for a reason that cannot be disclosed with me and I will receive a check with my money. There was a number on that letter that was an auto and I could only leave a message. So I went to the local branch ( college station, TX) and asked for the \$8k that it was in my account. I explained that I'm a student and I don't have any funding nor a job and I need that money to pay rent & tuition installments. They said they cannot disclose any info and offered me \$200!!!! And literally kicked me out of the branchIt took them more than 7 weeks to send me a check with my money and my online access to their website was limited to only paying my credit card balance. They also mentioned in the mail that never ever I can have any sort of account with BoA.

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<b>Incident Date(s):</b> 2018	<b>Consumer State:</b> Unknown
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Complaint Narrative: I'm an F1 visa holder, having lived in the US for more than 3 years. Got an MSc in Computer Science, and I'm now an R&D Engineer working on Information Security and Cryptography. I've been a BofA customer for that entire time. After getting my Master's I got the Optional Practical Training status, which lets you work for up to 3 years after your graduation for STEM majors. The original Employment Authorization Document (EAD) is valid for a year, and you are allowed to apply for an extension up to 60 days before it's due. The average processing time for an extension application is more than 90 days. So, your work status will remain valid up to 180 days after its expiry if you have applied for an extension. Now here's where Bank of America comes in. They decided to freeze all my accounts and deny me \$12K of my hard earned money, in spite of my completely legal status, just because I'm from Iran. Because I've done mostly contract work last year, I owe the IRS about \$9K worth of taxes, which now I cannot pay because I don't have access to my money. I've talked to them so many times explaining the situation, from my legitimate status to the need to pay taxes. But they have been completely uncompromising. It seems to me that not only they are screwing me over, they're screwing over America. This is the summary I wrote at that time. Because of the timing schedule for EAD Extension application, one has to use their old EAD for at least one more month. The bank would not accept this [older EAD] and said that it was expired, while legally it was still valid. The form I-20 [Student F1 status] was also among their acceptable documents; I gave them that and they still rejected it. And while my account was frozen they even dishonored my [tax] payment to the IRS which is really interesting! These events happened in early 2018. After I received my new EAD card and my accounts were unfrozen I closed them all.

<b>Incident Date(s):</b> 2014-2015	<b>Consumer State:</b> Unknown
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Complaint Narrative (transcribed from phone follow-up by Plaintiff): they refused to open a new account online/over phone and required me to go in person to the branch amid the pandemic, only because I am Iranian. I tried and could proceed if I selected other nationalities online. This is despite the fact that I held bank accounts and credit cards with bank of America for over 5 years, and had presented copies of many official documents, including my green card when opening those accounts.

<b>Incident Date(s):</b> 2016	<b>Consumer State:</b> Massachusetts
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Complaint Narrative: BoA closed my account several times in 2016 in MA when I first arrived in the states. Each time they would state my visa is expired (I have a single entry F1 visa), I would go there and explain my visa status to them, they had my I20, I94 and my school's proof of enrolment. They would tell me it's fixed and it'll take few hours for my card to start working again, which was not true. After three times I had to talk to the manager and spent hours trying fixing this issue. For months I had no access to my bank account, could not buy anything or pay for transportation. The problem got solved, which I think might be related to getting my SNN.



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<b>Incident Date(s):</b> Unknown	<b>Consumer State:</b> Unknown
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Complaint Narrative: This bank blocked my account in one of the worst moments in my life despite having complete documents! I eventually closed my account with them. What happened is that my Form I-20 (student F1 status) was still valid but for less than 6 months, so the bank froze my account on its own. No other bank would do this, so I switched banks to solve this problem

<b>Incident Date(s):</b> Unknown	<b>Consumer State:</b> Texas
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Complaint Narrative: I have had a same experience with BOFA, when I came to US I deposited all my money there and I gave all my documents and explained them that I am newcomer to Dallas, and I will receive my GC later this month or next. They accepted to open an account for me, but unfortunately after 2 days they suspended my account and left me with a 2-year old child without of money here. It takes 2 days that I could convince them to release my account temporarily. I understand that they have some policy and all bank follow that policy, but when I saw that every year or even less than a year BOFA suspend my account to check my residential status (while other bank only check it at the beginning) I closed my account with them.

<b>Incident Date(s):</b> 2014	<b>Consumer State:</b> Florida
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Complaint Narrative: I moved to the US in 2014 and since then, they kept asking for my updated immigration documents every year to show I am present in the US legally. They never froze my account though.

<b>Incident Date(s):</b> September 2018 and October 2019	<b>Consumer State:</b> Washington
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Complaint Narrative: My husband and I both opened our first bank account in the US at BOA with student visa F-1. This branch is in We were fine for few years, I guess they asked for some documents once in a while, and we would go to a branch and provide it. After 5 years [in September 2018], they asked my husband some documents, and he went to a branch [in Seattle at 15401 Westminster Way N, Shoreline, WA 98133] and provided all the required documents from his I-20 to Driving licence. After a while he would notice something is wrong since his automatic payment were failed. He went to a branch with his documents a few more times and every time they said oh sorry we don't know what happened, everything is fine now, and it happened again and again for 4-5 times until they actually closed all his accounts, checking, saving, and credit, with no notice. All this time my account was just fine! Earlier this year, I received a letter asking for documents with a 2 month deadline, I provided all documents immediately in a branch [in Seattle at UVillage with the address 4622 25th Ave NE, Seattle, WA 98105], and the clerk assured me every thing has been taken care of. After 6-7 weeks when I was logging into the bank portal online, there was a prompt notice that if you don't send us the documents we'll close your accounts in 1-2 weeks. Again, no email or mail notice, and if I didn't log into my online account, I wouldn't have had any idea about this. I called customer service, explained the situation, and the documents weren't available in their system for some unknown reason! Anyway, I emailed, and faxed the required documents 2-3 more times, and talked to a customer service

1 representative every day for a week, confirming that they have received it, and it is all on-  
2 file, and my account is safe. A day after my last call which was about 5th confirmation I  
3 got from them, my credit card was suddenly closed! I talked to the customer service and  
4 some supervisors for about 5 hours that they, and they didn't even admit that this was their  
5 fault, with no apologies. By that time, I had already tried all the three ways I could have  
6 possibly sent them my documents and they still closed my credit account, after 5-6 times  
7 verbal confirmation that my account is OK. [This happened about Oct. 2019].

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12 **Incident Date(s):** January or February of 2018 **Consumer State:** Florida

13 Complaint Narrative: [T]he bank asked for two series of documents [in January 2018. The  
14 request came from corporate]. I turned in the second series of documents to the local branch  
15 [at 10081 W Flagler St, Miami, FL 33174] before the deadline. But a few days later I  
16 received some calls from the bank which I couldn't take because I was busy and didn't know  
17 it was from the bank. They left me a voice message saying that my account was restricted  
18 and the entire balance had been mailed to me as a check!! I went to the local branch where  
19 I had given the documents. They said apparently the documents had not reached the main  
20 office in time. Or (I believe) they had not even sent it to the main office!!

21 **Incident Date(s):** 2012 **Consumer State:** Virginia

22 Complaint Narrative (from phone conversation): I entered the US in 2008 and opened  
23 accounts with BOA at that time. Had good standing with them until I received a letter  
24 telling me I had to complete documents. This happened in 2012 in Virginia. I went to the  
25 bank and was asked to provide citizenship/green card documents. I had a green card at that  
26 time. Upon research I found this request to be discriminatory and therefore refused to  
27 provide these documents. I told the bank that I would close my accounts if they insisted on  
28 this request. Since the bank insisted, I closed all of my accounts with them, including a  
checking, saving, and credit account.

29 **Incident Date(s):** Summer of 2018 and **Consumer State:** Texas  
30 Summer of 2019

31 Complaint Narrative: I am a student too and every year both me and my husbank get this  
32 letter asking to show immigration documents to keep the account open.

33 **Incident Date(s):** 2018 **Consumer State:** Pennsylvania

34 I had a Bank of America checking account that was opened a few days after my arrival in  
35 the US (August 2013). The bank was opened in LA, California. The account opening went  
36 smooth enough. Fast forward several years later to 2018, I am in Pittsburgh, PA. The bank  
37 account and all the credit cards were closed without any reason being given to me. It was  
38 simply closed without any reasons, or at least no real reason. I cannot remember the exact  
39 reason, but it was something along the lines that "We can no longer do business with you  
40 due to internal reviews". The closure of all my credit cards also impacted my credit score  
41 quite a bit, as those were my oldest credit cards.

<b>Incident Date(s):</b> Approximately 2017 and 2018	<b>Consumer State:</b> Texas
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Complaint Narrative: They have blocked my account twice. The first time I sent them the documents [in response to a letter they sent] and they fixed it. For the second time [also in response to a letter they sent] I sent the documents online but after a while they blocked the account again for some reason while I was waiting for an important wire transfer. The issue was not resolved via phone call either and I had to take the immigration documents in person to fix it [at a branch location in downtown Austin, Texas at Congress Ave and 6<sup>th</sup> St.].

<b>Incident Date(s):</b> Between 2016-2018	<b>Consumer State:</b> California
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Complaint Narrative: I too had a similar experience. When I was a student and close to my graduation and I was waiting for my EAD card for OPT, they once asked for documents and I gave it to them but then they blocked my account without any notice. It was blocked for about a week. I eventually closed my account with this bank. I might have kept some of my communication records with them, not sure.

<b>Incident Date(s):</b> 2020	<b>Consumer State:</b> New York
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Complaint Narrative: today, I took my mom to a BoA branch (I had an appointment previously) to open a checking account for her. She has a valid immigration visa (category IR5) in her passport with proof of residency in the U.S. As soon as they find out her nationality, they did not let her open any account. (I asked if they could get the bank to produce any letter/email confirming they wont open the account and why). I will email them today. Their oral response was: "Citizens of certain countries including Iran" need to provide Green Card in addition to two other IDs (Proof of residency and Valid passport) before they could have an account with BoA.

<b>Incident Date(s):</b> 2017-2018	<b>Consumer State:</b> California
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Complaint Narrative: BoA blocked my credit card claiming I'm a resident of Iran in their system and would not reopen until I came to a branch and showed them my proof of citizenship. [By letter], [t]hey threatened that they would close my account permanently by the end of the month if I didn't come in. Mind you, I'm a (US) citizen and have been living here in California for the past 13 years. It happened sometime in 2017 or 2018 if I'm not mistaken. SF, California. ...

<b>Incident Date(s):</b> 2019-2020	<b>Consumer State:</b> Washington and California
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Complaint Narrative: In December 2019 I was contacted from Bank of America for proof of residency. I took my documents to the bank (branch) a few days later (it is registered in the bank that I took the documents that day). I have a green card, by the way. My account was blocked on January 13th and two of my credit cards with this bank were closed with no nitice or letter! I went to the bank every day and the branch manager who remembered me said the bank employee had failed to upload to your documents by mistake. With the help of the branch manager and my persistent calls we forced the bank to reconsider re-opening my credit cards. I repeatedly told them in my calls that I did not want to re-apply

1 (for credit) and did not permit a new credit inquiry. Two weeks later I received a letter  
2 stating that they were unable to open my account, and that they had done two hard inquiries,  
3 despite me having explicitly said that I did not permit any hard inquiries. The letter said  
4 that the inquiries were part of the process. Together with the letter there was another letter  
5 that belonged to someone else and had been sent to my address by mistake. I took this letter  
6 to the branch manager and he said I had all the rights to file a lawsuit against the bank! I  
7 closed my checking account with them and confirmed several times that it was closed. A  
month ago when I was going to delete the app I checked and saw that I was charged 3  
maintenance fees for a closed account! I went to the bank again while I was very angry at  
them and the bank manager quickly removed my account and I was finally done with this  
horrible bank. I have a very good credit history and in these four years I have never had a  
credit problem such as late payment or high balance. As a result of these incidents, my  
credit score dropped by about 50 units and my history has decreased to one year now.

8 [In response to follow-up request from voice messages:]  
9 I opened my checking and a credit card in 2014 in Seattle, but since I did not use that credit  
10 account for seven months while I was gone to Iran, that credit account was closed. But it  
11 wasn't a big deal for me at that time since I had recently come to the US and was new. I  
12 opened another credit account in late 2015 and another in 2016. My checking account  
13 stayed the one opened in 2014. I had updated my driver's license and other residency info  
14 with the bank in 2016 when I opened my accounts, and no documents were [obviously]  
15 expired at that time. ... The branch manager mentioned above was actually an "Assistant  
16 Branch Manager" ... Their mistakes were that they had failed to upload my documents and  
17 had sent the account information of someone else (a man in Washington) to me in my letter  
18 envelope. The discrimination part is that they requested these additional documents and  
19 closed my account without any notice at all! And I got two hard inquiries and the account  
20 was not reopened. They offered no reasonable excuse and said we could invite you to apply  
21 again if you want. It was a big mental hassle for 1-2 months. I had opened the account in  
22 Seattle, WA and had later updated all the account info in Los Angeles, CA, where I  
23 currently live.

17 **Incident Date(s):** Approximately 2015

**Consumer State:** California

18 **Complaint Narrative:** About five years ago the bank blocked my account with the excuse  
19 that some money was transferred from Dubai to my account. I went to the bank to ask  
20 multiple times but they did not give me a response and their behavior was very impolite. I  
21 finally went to the main branch where I had opened the account and they knew me there.  
22 They told me verbally there that the accounts of all the Iranians had been closed and/or  
restricted, and there was nothing that could be done. I didn't follow up seriously after that  
since I had recently received my green card, and went to another bank.  
[From Follow-up Q&A:]

23 - Plaintiff: Where the branches you mentioned in the same city/state? Which city and state?  
Did they return the money that was sent to your account and your existing balance?

24 - Consumer: No, unfortunately they had sent a letter saying the account would be closed  
25 but I was on travel at that time, so when I returned the account was closed with all the  
26 money I had in there and they never returned the money [!!]. I live in Irvine, California and  
27 went to the local branches in this city.... I had a long story with Bank of America; they  
took all the money in my account, in addition to about a thousand dollars that was in the  
account beforehand and they never gave me a proper answer.

28 A few months ago I received a letter from the State Treasury saying that they intended to  
return the money! I realized at that point that all of this was meant to harass me, because if

1 the money actually problematic and it came from Dubai, then why is the bank now giving  
2 the money to the state controller?

3 -Plaintiff: Were you aware of the money or any issues?

4 -Consumer: Not at all. This was sent by the reputable exchange company [in Iran] that we  
5 always use to transfer money.

6 [Note: due to the lack of direct banking between the United States and Iran, people  
7 commonly use intermediary companies to lawfully transfer money, usually through Dubai].

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<b>Incident Date(s):</b> Unknown	<b>Consumer State:</b> Unknown
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Complaint Narrative: They closed my account too after asking that I send green card or ID, which I did not send. I only had a credit card with them. Interestingly, this is the only bank that treats Iraninans with such discrimination. I have accounts with 5-6 other banks and none of them have treated me like BoA.

<b>Incident Date(s):</b> November / December 2019	<b>Consumer State:</b> Texas
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Complaint Narrative: I wanted to say my personal experience with Bank of America. I had a credit card with this bank for four years with \$10,000 credit limit. I had no late payments and my credit score is 770. Last year, I did not use my credit card for a few months because I was working on my PhD dissertation and defense, until I received a letter stating that your credit account has been closed!! I emphasize again that I had no late payments and my credit score is excellent. When I called them and asked why they closed my account they said we do not have access to this account information because it has been closed and you can apply again if you want a credit card!!

<b>Incident Date(s):</b> 2014	<b>Consumer State:</b> California
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Complaint Narrative: [I]n response to BOA lawsuit here is my story: They froze my husband and my account in 2014, even though we are both US citizen and my husband is born in US and he had opened his BOA account the first time with his US passport. They asked us to show them our Iranian passport and after scanning it, they unfroze our accounts.

61. This trend, and the stories it has produced, prompted New Jersey Senator Robert Menendez to send a formal inquiry to the Chief Executive Officer of Defendant, Brian Moynihan. *See* Letter from Robert Menendez and Catherine Cortez Masto to Brian Moynihan dated Oct. 1 2018 (the “Menendez Letter”), *available at* <https://www.menendez.senate.gov/imo/media/doc/Letter%20to%20Bank%20of%20America.pdf> (last visited August 25, 2021). The letter begins by stating that “We are alarmed by recent reports that Bank of America is requesting customers’ citizenship status, and unjustly freezing customers’

1 accounts.” *Id.* at 1.

2 62. The Menendez Letter listed a number of questions for Defendants, including: how  
3 many accounts Defendant has frozen over questions of citizenship; how Defendant identifies  
4 individuals from whom it requests additional citizenship information; what Defendant considers to be  
5 a satisfactory answer to its inquiries; and whether Defendant reimburses individuals who have incurred  
6 bounced check, late payment, or other fees because their accounts were frozen or closed. *Id.* at 2-3.

7 **V. CLASS ALLEGATIONS**

8 63. Plaintiff brings this action and all counts, as set forth below, on behalf of himself and  
9 all others similarly situated, pursuant to California Code of Civil Procedure (“CCP”) § 382. The  
10 proposed Class consists of the following **Nationwide Class** defined as:

11 **Nationwide Class:**

12 All present or former Bank of America credit card or checking account  
13 holders with a first or last name of Iranian or Middle Eastern origin who  
14 had an account closed within six months after Bank of America sent a  
request for documents establishing residency in the United States (the  
“Nationwide Class”).

15 64. In addition to and/or in the alternative to claims asserted on behalf of the Nationwide  
16 Class, Plaintiff asserts claims on behalf of the following **California Subclass**:

17 **California Subclass:**

18 All present or former Bank of America credit card or checking account  
19 holders in California with a first or last name of Iranian or Middle Eastern  
20 origin who had an account closed within six months after Bank of America  
sent a request for documents establishing residency in the United States (the  
“California Subclass”).

21 65. The Nationwide Class and the California Subclass are referred to together herein as the  
22 “Class.” Plaintiff reserves the right to modify, change, or expand the definitions of the Class based  
23 upon discovery and further investigation.

24 66. The Class excludes the following: Defendant, its affiliates, and its current and former  
25 employees, officers and directors, and the Judge assigned to this case.

26 67. Certification of Plaintiff’s claims for class-wide treatment is appropriate because  
27 Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would  
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1 be used to prove those elements in individual actions alleging the same claims.

2 68. This action is properly brought as a class action for the following reasons:

3 69. *Numerosity*: The Class is so numerous that joinder of all members is impracticable. At  
4 least tens of thousands of Class members have been subjected to Defendant's conduct. The class is  
5 ascertainable by reference to records in the possession of Defendant.

6 70. *Commonality and Predominance*: Common questions of law and fact exist as to all  
7 members of the Class. These questions predominate over questions affecting individual members of  
8 the Class and include:

- 9 a. Whether the Defendant targeted members of the Class based on their race  
10 or other protected characteristics;
- 11 b. Whether Defendant sent notice and explanation of adverse actions to the  
12 Class members as required by ECOA;
- 13 c. Whether Defendant violated civil rights statutes and the other claims  
14 asserted herein.

15 71. *Typicality*: Plaintiff's claims are typical of the claims of the members of the Class, as  
16 all such claims arise out of Defendant's conduct in regard to the banking and credit accounts of the  
17 Class. All of Plaintiff's claims are typical of the claims of the Class since Plaintiff and all Class  
18 members were injured in the same manner by Defendant's uniform course of conduct described herein.  
19 Plaintiff and all Class members have the same claims against Defendant relating to the conduct alleged  
20 herein, and the same events giving rise to Plaintiff's claims for relief are identical to those giving rise  
21 to the claims of all Class members. Plaintiff and all Class members sustained economic injuries  
22 including, but not limited to, ascertainable losses arising out of Defendant's course of conduct as  
23 described herein. Plaintiff is advancing the same claims and legal theories on behalf of themselves and  
24 all absent Class members.

25 72. *Adequacy of Representation*: Plaintiff will fairly and adequately protect the interests of  
26 the members of the Class and have no interests antagonistic to those of the Class. Plaintiff has retained  
27 counsel experienced in the prosecution of complex class actions including, but not limited to,  
28 consumer class actions involving, *inter alia*, violations of civil rights laws and claims of

1 discrimination.

2 73. *Superiority*: A class action is superior to other available methods for the fair and  
3 efficient adjudication of this controversy, since individual joinder of all members of the Class is  
4 impracticable, and the amount at issue for each Class member would not justify the cost of litigating  
5 individual claims. Should individual Class members be required to bring separate actions, this Court  
6 would be confronted with a multiplicity of lawsuits burdening the court system while also creating the  
7 risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case  
8 basis, in which inconsistent results will magnify the delay and expense to all parties and the court  
9 system, this class action presents far fewer management difficulties while providing unitary  
10 adjudication, economies of scale and comprehensive supervision by a single court.

11 74. *Manageability*: Plaintiff is unaware of any difficulties that are likely to be encountered  
12 in the management of this action that would preclude its maintenance as a class action.

13 75. Defendant has acted, and refused to act, on grounds generally applicable to the Class,  
14 thereby making appropriate final equitable relief with respect to the Class as a whole.

15  
16 **FIRST CAUSE OF ACTION**  
17 **VIOLATION OF THE EQUAL CREDIT OPPORTUNITY ACT**  
18 **15 U.S.C. § 1691 ET SEQ.**  
19 **(On behalf of the Nationwide Class)**

20 76. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth  
21 herein.

22 77. Congress enacted the Equal Credit Opportunity Act making it “unlawful for any  
23 creditor to discriminate against any applicant with respect to any aspect of a credit transaction . . . on  
24 the basis of race, color, religion, national origin, sex or marital status, or age.” 15 U.S.C. § 1691(a).

25 78. Plaintiff, Mohammad Farshad Abdollah Nia, is a natural person and an “applicant” as  
26 defined by the ECOA.

27 79. The ECOA defines an “applicant” as “any person who applies to a creditor directly for  
28 an extension, renewal, or continuation of credit, or applies to a creditor indirectly by use of an existing  
credit plan for an amount exceeding a previously established credit limit.” *Id.*

80. Plaintiff also meets the definition of “applicant” supplied by the Bureau of Consumer



1 Financial Protection (the “Bureau”). 12 C.F.R. § 202.2. “Applicant” is defined by the Bureau as “any  
2 person who requests or who has received an extension of credit from a creditor, and includes any  
3 person who is or may become contractually liable regarding an extension of credit.” *Id.*

4 81. The Bureau’s definition of “applicant” is applicable here based on the authority granted  
5 by Congress to the agency to promulgate regulations to achieve the goals of the ECOA. 15 U.S.C. §  
6 1691b. Additionally, the statute provides that courts should defer to the interpretation of the Bureau  
7 regarding any provision of the ECOA “as if that agency were the only agency authorized to apply,  
8 enforce, interpret, or administer” it. *Id.*, § 1691b(g).

9 82. Pursuant to the ECOA, the broader definition of “applicant” supplied by the Bureau is  
10 given deference, and thus applies to Plaintiff as a person who has requested and received credit from  
11 Defendant and has become contractually liable for that credit.

12 83. Because Plaintiff would continue to remain contractually liable for any balance on his  
13 credit account, Plaintiff meets the definition of an applicant.

14 84. The Defendant is a “creditor” as defined by the ECOA. Defendant “regularly extends,  
15 renews, or continues credit.” 15 U.S.C. § 1691a(e).

16 85. The action of Defendant in closing the credit card accounts of Plaintiff qualifies as an  
17 “adverse action” as defined by the ECOA, *i.e.*, “a denial or revocation of credit, a change in the terms  
18 of an existing credit arrangement, or a refusal to grant credit in substantially the amount or on  
19 substantially the terms requested.” 15 U.S.C. § 1691(d)(6).

20 86. As described above, Defendant has intentionally, knowingly, and purposefully engaged  
21 in a number of discriminatory practices that deny persons of Iranian or Middle Eastern descent access  
22 to credit through Defendant’s business based on their race, religion, and/or national origin.

23 87. The ECOA also requires creditors to notify and explain any adverse decision in a timely  
24 fashion:

25 (2) Each applicant against whom adverse action is taken shall be entitled to  
26 a statement of reasons for such action from the creditor. A creditor satisfies  
27 this obligation by—

28 (A) providing statements of reasons in writing as a matter of course to

1 applicants against whom adverse action is taken; or

2 (B) giving written notification of adverse action which discloses (i) the  
3 applicant's right to a statement of reasons within thirty days after receipt by  
4 the creditor of a request made within sixty days after such notification, and  
5 (ii) the identity of the person or office from which such statement may be  
6 obtained. . . .

7 (3) A statement of reasons meets the requirements of this section only if it  
8 contains the specific reasons for the adverse action taken.

9 15 U.S.C. § 1691(d).

10 88. A notice requirement was included in the statute as one way to ensure that creditors do  
11 not unlawfully act discriminatorily. *Schlegal v. Wells Fargo*, 720 F.3d 1204, 1210 (9th Cir. 2013).

12 89. While the ECOA was enacted for the purpose of preventing discrimination in the  
13 granting of credit by creditors, affirmative evidence of discrimination is not necessary to state a claim  
14 when a creditor fails to meet the statute's notice requirement. *Costa v. Mauro Chevrolet, Inc, et. al.*,  
15 390 F. Supp. 2d 720 (N.D. Ill. 2005).

16 90. In *Costa*, the court held that "without regard to allegations of discrimination, a  
17 creditor's failure to provide a written rejection notice is actionable under the ECOA." *Id.* at 728.  
18 Additionally, the court reasoned that "because § 1691(d) of the ECOA sets forth a notification  
19 requirement separate and apart from the statute's antidiscrimination provisions . . . [the plaintiff's]  
20 allegation that [the defendant] failed to provide written notification of an adverse credit action is  
21 sufficient to establish an ECOA claim." *Id.* at 729.

22 91. Similarly, here, Defendant's failure to provide a statement of reasons upon Plaintiff's  
23 request regarding closure of his credit card account is sufficient to create a cause of action under the  
24 ECOA. § 1691(d).

25 92. Defendant did not inform Plaintiff of its adverse action in writing, send him a statement  
26 of specific reasons explaining the closure of his credit card account, or even inform him of his right to  
27 request a statement of specific reasons for the closure of his account. In fact, when Plaintiff inquired  
28 about the reasons for his account's closure, Defendant's representative told him that Defendant did

1 not need to do business with him.

2 93. A statement of reasons meets the requirements of the ECOA “only if it contains the  
3 specific reasons for adverse action taken.” § 1691(d)(3). Defendant provided no specific reasons at all  
4 for the closure of Plaintiff’s credit card accounts other than that he had provided insufficient  
5 documentation. But this explanation rings hollow given that Defendant’s own documents state that a  
6 Form I-797C is sufficient to prove residency. Additionally, there is no basis for Defendant’s assertion  
7 that the Form I-797C expires or otherwise needs renewal after six months. Given these facts,  
8 Defendant’s stated reasons for closing Mr. Nia’s account appear to be mere pretext for discrimination  
9 based on Mr. Nia’s race, religion, and/or national origin.

10 94. The Ninth Circuit has followed the plain meaning of “revocation” and held that  
11 cancelling the right to defer payment of a debt rightfully gives rise to a cause of action under the  
12 ECOA. *Schlegal*, 720 F.3d at 1211 (9th Cir. 2013). There, the court held that the defendant bank failed  
13 to abide by the terms of a loan modification made between the parties, and the court held that this  
14 constituted an adverse action under the statute. *Id.*

15 95. Similarly, here, Defendant revoked Plaintiff’s right to defer payment of a debt by  
16 closing Plaintiff’s credit card accounts and failing to provide a sufficient statement of reasons for doing  
17 so.

18 96. The written communications from Defendant, were defective and in violation of the  
19 ECOA because they failed to even mention that Plaintiff’s account might be closed, much less provide  
20 a statement of specific reasons as to why Defendant elected to close his credit card account.

21 97. Due to Defendant’s failure to provide a statement of reasons for its decision to take  
22 adverse action against Mr. Nia, he is entitled to relief under the ECOA.

23 98. Congress has created civil liability for any creditor that fails to comply with the terms  
24 of the ECOA. 15 U.S.C. § 1691e(a). A creditor who does not meet the requirements imposed by the  
25 act becomes “liable to the aggrieved applicant for any actual damages sustained by such applicant. *Id.*  
26 Additionally, punitive damages may be granted to up to \$10,000. *Id.*, § 1691e(b).

27 99. In addition to actual damages, aggrieved applicants may be entitled to equitable and  
28 declaratory relief. § 1691e(c). They can also collect reasonable attorneys’ fees. 15 U.S.C. § 1691e(d).

1  
2 **SECOND CAUSE OF ACTION**  
3 **VIOLATION OF PLAINTIFF'S EQUAL RIGHTS**  
4 **42 U.S.C. § 1981**  
5 **(On behalf of the Nationwide Class)**

6 100. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth  
7 herein.

8 101. Federal law provides that “[a]ll persons within the jurisdiction of the United States shall  
9 have the same right in every State and Territory to make and enforce contracts, to sue, be parties, give  
10 evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and  
11 property as is enjoyed by white citizens, and shall be subject to like punishment, pains, and penalties,  
12 taxes, licenses, and exactions of every kind, and to no other.” 42 U.S.C. § 1981(a).

13 102. The right to “make and enforce contracts” is defined as including the “making,  
14 performance, modification, and termination of contracts, and the enjoyment of all benefits, privileges,  
15 terms, and conditions of the contractual relationship.” 42 U.S.C. § 1981(b).

16 103. Further, “the rights protected by this section are protected against impairment by  
17 nongovernmental discrimination and impairment under color of State law.” 42 U.S.C. § 1981(c).

18 104. In order to assert a claim under § 1981, a plaintiff must:

19 . . . initially identify an impaired contractual relationship under which the  
20 plaintiff has rights. *Domino’s Pizza, Inc. v. McDonald*, 546 U.S. 470, 476,  
21 126 S. Ct. 1246, 163 L. Ed. 2d 1069 (2006). The plaintiff must also  
22 plausibly allege that the defendant impaired that relationship on account of  
23 intentional discrimination. *See Gen. Bldg. Contractors Ass’n, Inc. v. Pa.*,  
24 458 U.S. 375, 391, 102 S. Ct. 3141, 73 L. Ed. 2d 835 (1982) (holding that  
25 “§1981 . . . can be violated only by purposeful discrimination”).

26 *Astre v. McQuaid*, No. 18-17231, 2020 U.S. App. LEXIS 9297, at \*2 (9th Cir. Mar. 25, 2020).

27 105. Plaintiff’s complaint more than adequately pleads a prima facie discrimination claim  
28 under Section 1981.

106. Defendant here acted discriminatorily by closing Plaintiff’s credit card account,  
thereby denying him the equal opportunity to enjoy the benefits of his contractual relationship. Mr.  
Nia was involved in a contractual relationship with Defendant through his credit card account, which  
Defendant severed for discriminatory purposes. This act of discrimination was intentional and based  
on Plaintiff’s national origin. As an immigrant from Iran, Mr. Nia was targeted by Defendant in clear

1 violation of federal law.

2 107. The allegation that Plaintiff’s accounts were closed for discriminatory purposes is  
3 based on: (1) the fact that Defendant’s stated reasons for closing Mr. Nia’s account appear to be  
4 arbitrary and even nonsensical (*i.e.*, claiming that his Form I-797C had expired when it was less than  
5 six months old); (2) the fact that Defendant elected not to provide any written explanation for Mr.  
6 Nia’s account closure in violation of ECOA; and (3) evidence of Defendant’s pattern of similar  
7 behaviour against persons of Iranian or Middle Eastern origin.

8  
9 **THIRD CAUSE OF ACTION**  
10 **RACE, ANCESTRY, CITIZENSHIP, AND IMMIGRATION STATUS DISCRIMINATION**  
11 **UNRUH CIVIL RIGHTS ACT, CAL. CIVIL CODE §§ 51, 52(a)**  
12 **(On behalf of the California Subclass)**

13 108. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth  
14 herein.

15 109. The Unruh Act provides that “All persons within the jurisdiction of this state are free  
16 and equal, and no matter what their sex, race, color, religion, ancestry, national origin, disability,  
17 medical condition, genetic information, marital status, sexual orientation, citizenship, primary  
18 language, or immigration status are entitled to the full and equal accommodations, advantages,  
19 facilities, privileges, or services in all business establishments of every kind whatsoever.” Cal. Civ.  
20 Code § 51(b).

21 110. “The purpose of the [Unruh] Act is to create and preserve a non-discriminatory  
22 environment in California business establishments by banishing or eradicating the arbitrary, invidious  
23 discrimination by such establishments. The Act stands as a bulwark protecting each person’s inherent  
24 right to full and equal access to all business establishments. In enforcing the act, courts must consider  
25 its broad remedial purpose and overarching goal of deterring discriminatory practices by businesses.  
26 The act must be construed liberally in order to carry out its purpose.” *White v. Square, Inc.*, 7 Cal. 5th  
27 1019, 1025 (2019).

28 111. Defendant is a business establishment under the Unruh Act, because: it has a fixed  
location of business in California; it has an online place of business that sells services to consumers  
throughout California; its primary purpose and goal in operating its business is to conduct business,

1 generate revenue, and earn profit; and it earns millions of dollars in revenues from its business  
2 activities in California.

3 112. As described above, Defendant has intentionally, knowingly, and purposefully engaged  
4 in a number of discriminatory practices that deny persons of Middle Eastern or Iranian descent the full  
5 and equal accommodations, advantages, facilities, and services of Defendant's business based on their  
6 race, religion, ancestry, citizenship, and/or immigration status, including but not limited: to grouping  
7 and targeting them for harassing demands and threats of account restriction and/or closure; restricting  
8 and closing their accounts and thereby excluding them from receiving financial services; and denying  
9 them the benefits of Defendant's services, including, but not limited to, lost accrued credit card reward  
10 points.

11 113. Defendant is liable to Plaintiff and the members of the California Subclass for  
12 statutory damages pursuant to section 52(a) of the California Civil Code for each and every offense,  
13 as well as attorneys' fees, costs, and expenses incurred in bringing this action.

14 114. Plaintiff is further entitled to all other legal and equitable relief available, including  
15 injunctive relief on behalf of himself and the California Subclass.

16  
17 **FOURTH CAUSE OF ACTION**  
18 **RACE, ANCESTRY, CITIZENSHIP, AND IMMIGRATION STATUS DISCRIMINATION**  
19 **UNRUH CIVIL RIGHTS ACT, CAL. CIVIL CODE §§ 51.5, 52(a)**  
20 ***(On behalf of the California Subclass)***

21 115. Plaintiff incorporates by reference all preceding paragraphs as though fully set forth  
22 herein.

23 116. Section 51.5 of the California Civil Code provides that "No business establishment of  
24 any kind whatsoever shall discriminate against, boycott or blacklist, or refuse to buy from, contract  
25 with, sell to, or trade with any person in this state on account of any characteristic listed or defined in  
26 subdivision (b) or (e) of Section 51 . . . because the person is perceived to have one or more of those  
27 characteristics, or because the person is associated with a person who has, or is perceived to have, any  
28 of those characteristics."

117. Through the actions described above, Defendant has intentionally discriminated  
against, boycotted, and/or refused to provide services to persons of Middle Eastern or Iranian descent

1 based on their race, religion, ancestry, citizenship, and/or immigration status, including by restricting  
2 and closing their banking and/or credit accounts for no legitimate reason.

3 118. Defendant is liable to Plaintiff and the members of the California Subclass for statutory  
4 damages pursuant to section 52(a) of the California Civil Code for each and every offense, as well as  
5 attorneys' fees, costs, and expenses incurred in bringing this action.

6 119. Plaintiff is further entitled to all other legal and equitable relief available, including  
7 injunctive relief on behalf of himself and the California Subclass.

8  
9 **FIFTH CAUSE OF ACTION**  
10 **VIOLATIONS OF THE CALIFORNIA UNFAIR COMPETITION LAW**  
11 **(“UCL”)**  
12 **CAL. BUS. & PROF. CODE §§ 17200-17210**  
13 ***(On behalf of the California Subclass)***

14 120. Plaintiff incorporates by reference all preceding paragraphs as  
15 though fully set forth herein.

16 121. The UCL proscribes acts of unfair competition, including  
17 “any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or  
18 misleading advertising.” Cal. Bus. & Prof. Code § 17200. Defendant’s conduct violates each of  
19 these prohibitions.

20 **Unlawful Conduct**

21 122. Defendant’s conduct is unlawful because, as set forth herein, it  
22 violates Title VII, ECOA the Civil Rights Act of 1866, and the California Unruh Civil Rights Act,  
23 among other laws.

24 **Unfair Conduct**

25 123. Defendant’s conduct is unfair because it violated state and federal public policy,  
26 including those declared under civil rights law, which demand equal rights and treatment under the  
27 law and under ECOA, which requires a satisfactory written explanation for adverse credit actions.

28 124. Defendant acted in an immoral, unethical, oppressive, and

1 unscrupulous manner, in at least the following respects:

- 2 a. Targeting Plaintiff and California Subclass members to impose arbitrary and  
3 onerous demands that result in account restriction and/or closure because of their  
4 race, religion, ancestry, citizenship, and/or immigration status;
- 5 b. Misrepresenting to Plaintiff and California Subclass members the reasons for the  
6 imposition of arbitrary and onerous demands on their accounts as well as the  
7 reasons that their accounts become restricted and/or closed; and
- 8 c. Failing to provide a truthful written communication that states the accounts of  
9 Plaintiff and California Subclass members will be restricted and/or closed and the  
10 reasons for the restriction and/or closure

11 125. The gravity of the harm resulting from Defendant's unfair conduct outweighs any  
12 potential utility of the conduct. The practice of discrimination has gravely harmed Plaintiff, the  
13 California Subclass members, and the public at large with no countervailing benefit.

14 126. To the extent Defendant contends that its action were as a result of OFAC  
15 compliance, there are reasonably available alternatives that its competitors use and that would have  
16 served Defendant's business interests without harming Plaintiff and California Subclass members.

17 127. The harm from Defendant's unfair conduct was not reasonably avoidable by  
18 consumers. Plaintiff and the California Subclass did not know and could not have known that  
19 Defendant would discriminate against them and in the manner that it did.

### 20 **Fraudulent Conduct**

21 128. Defendant's conduct is fraudulent in violation of the UCL. Defendant's fraudulent  
22 acts include knowingly misrepresenting to, and concealing from, Plaintiff and the California  
23 Subclass the true, discriminatory reasons for restricting and/or closing their accounts.

24 129. Defendant's misrepresentations and omissions alleged herein caused Plaintiff and the  
25 California Subclass to spend significant time and money to comply with arbitrary, onerous, and  
26 pretextual requirements imposed by Defendant under the false promise that compliance would keep  
27 the accounts open.  
28





- 1 G. Award statutory damages;
- 2 H. Award pre-judgment and post-judgment interest on such monetary relief;
- 3 I. Award equitable relief pursuant to 15 U.S.C. § 1691e(c); Cal. Bus. & Prof. Code §
- 4 17200; and other applicable law.
- 5 J. Award declaratory relief including by finding that Defendant violated the ECOA and
- 6 acted discriminatorily;
- 7 K. Enter a judgment in favor of Plaintiff against Defendant for an amount of damages to
- 8 be determined at trial;
- 9 L. Award Plaintiff attorneys' costs and fees;
- 10 M. Appoint a monitor to ensure that Defendant complies with the injunction provisions
- 11 of any decree that the Court orders; and
- 12 N. Grant such further relief that this Court deems appropriate.

13 **VII. JURY DEMAND**

14 Plaintiff and the Class members hereby demand trial by jury of all issues triable as of right by  
15 jury.

16 Dated: August 27, 2021

MIGLIACCIO & RATHOD LLP

18 By: /s/ Jason S. Rathod  
19 Jason Rathod, *pro hac vice anticipated*  
20 Nicholas Migliaccio, *pro hac vice anticipated*

21 Dated: August 27, 2021

SINGLETON SCHREIBER MCKENZIE & SCOTT, LLP

23 By: /s/ Benjamin I. Siminou  
24 Benjamin I. Siminou, Esq.  
25 Alicia M. Zimmerman, Esq.

26 Attorneys for Plaintiff