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15 *Attorneys for Plaintiff and the Putative Classes*

16 **IN THE FIRST JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA**
17
18 **IN AND FOR CARSON CITY**

19 CHRISTOPHER WATKINS, on behalf of
20 himself and all others similarly situated,

21 Plaintiff,

22 v.

23 RAPID FINANCIAL SOLUTIONS, INC.
24 d/b/a/ ACCESS FREEDOM CARDS;
25 CACHE VALLEY BANK; AXIOM BANK
N.A.; and DOES 1 through 10, inclusive,

26 Defendants.
27
28

Case No.: 2020 CV 00893
Dept. No.: #

CLASS ACTION COMPLAINT FOR VIOLATION OF:
(EXEMPT FROM ARBITRATION PURSUANT TO NAR 5)

1. Electronic Fund Transfers Act (15 U.S.C. § 1693)
2. Nevada Deceptive Trade Practices Act (NRS § 598.092(8 and 14) and NRS 598.0923(3);
3. Conversion;
4. Unjust Enrichment; and
5. Unconstitutional Taking

1 COMES NOW Plaintiff Christopher Watkins, on behalf of himself and all others
2 similarly situated brings this Class Action Complaint against Defendants RAPID FINANCIAL
3 SOLUTIONS d/b/a/ ACCESS FREEDOM CARDS, CACHE VALLEY BANK, and AXIOM
4 BANK N.A., as follows:

5 **INTRODUCTION**

6 1. This is a class action by a former prison inmate on behalf of himself and all those
7 similarly situated who, upon release from custody, was required to accept the return of his own
8 money in the form of a credit balance on a release debit card issued by Defendants, which was
9 not the functional equivalent of cash or a check because the value of the cards quickly and
10 permanently deteriorated. Just like the inmates who successfully sued the issuer of a similar
11 release debit card in the recent decision of the Ninth Circuit Court of Appeals in the case of
12 *Brown v. Stored Value Cards, Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020), Plaintiff alleges that
13 this conduct is a violation of the federal Electronic Fund Transfers Act (15 U.S.C. § 1693(b)
14 hereinafter also “EFTA”), Nevada Deceptive Trade Practices Act (NRS § 598.092(8) and (14),
15 and NRS 598.0923(3), as well as violation of state common law counts for conversion and unjust
16 enrichment.

17 2. Because there was no voluntary consent, there was no agreement based upon the
18 free will of the parties, and any alternative dispute resolution provision in any purported
19 agreement with Defendants is contrary to social policy, unconscionable and therefore void and
20 unenforceable. To the extent that any Defendants claim to be state actors, then they have
21 violated the Takings Clauses of the Fifth and Fourteenth Amendment to the United States
22 Constitution and Section 8(2) of Article 1 of the Nevada Constitution.

23 **JURISDICTION**

24 3. This Court has original jurisdiction over all Nevada state law claims herein, as
25 this is a class action with claims in excess of 15,000 in the aggregate, and a request for injunctive
26 relief.

27 4. This Court has concurrent and/or derivative jurisdiction over claims of violation
28 of federal Electronic Funds Transfer Act (15 U.S.C. § 1693 *et seq.*, hereinafter the “EFTA”)

1 because they arise from the same transactions or occurrences, or the same set or nucleus of
2 operative facts, as the state law claims alleged herein. The EFTA provides that suit to remedy
3 claims of a violation of the may be brought in this Court, stating at 15 U.S.C. § 1693m(g):
4 “Without regard to the amount in controversy, any action under this section may be brought in
5 any United States district court, *or in any other court of competent jurisdiction*, within one year
6 from the date of the occurrence of the violation.” (Emphasis supplied).

7 5. To the extent that Defendants may affirmatively claim that they were state actors,
8 then this court has jurisdiction pursuant to 42 U.S.C. § 1983 for claims of violation of the Fifth
9 and Fourteenth Amendment's Takings Clause, as well and Section 8(2) of Article 1 of the Nevada
10 Constitution. Pursuant to NRS 41.031 *et seq.* there is no sovereign immunity for state actors
11 from the non-constitutional claims as well.

12 6. Venue is proper in this District because each Defendant is subject to personal
13 jurisdiction in this District and Plaintiffs charged him fees for using and/or maintaining his
14 “Access Freedom” release debit card within this District, and thus a substantial part of the events
15 or omissions giving rise to the claim occurred within this District.

16 PARTIES

17 7. At all times relevant herein, Plaintiff CHRISTOPHER WATKINS is and was a
18 natural born person who was in the custody of the State of Nevada Department of Corrections
19 (“NDOC”) as an inmate at Stewart Conservation Camp for almost two years until his release on
20 April 13, 2020, at which time, he returned to the state of Pennsylvania with a debit card.

21 8. At all times relevant herein, Defendant RAPID FINANCIAL SOLUTIONS, INC.
22 d/b/a ACCESS FREEDOM CARDS is and was a corporation with its principle place of busines
23 in North Logan, Utah, engaged in the business of issuing debit cards to governmental state and
24 local governmental entities for use by correctional facilities as payment for sums owed to prison
25 inmates during incarceration and upon release.

26 9. At all times relevant herein, Defendant CACHE VALLEY BANK is and was a
27 privately held business entity doing business as an FDIC regulated bank with its principle place
28 of business located at 101 North Main, Logan, UT 84321. Upon information and belief,

1 Defendant CACHE VALLEY BANK maintains the master card banking network access
2 connection, holds the pooled account and holds each class member funds as directed by
3 Defendant RAPID FINANCIAL SOLUTIONS, INC.

4 10. At all times relevant herein, Defendant AXIOM BANK N.A. is and was a
5 nationally chartered community bank headquartered in Central Florida, that provides retail
6 banking services, including checking, deposit, and money market accounts, through 19 branch
7 locations, 17 of which are located inside select Walmart Supercenters. Upon information and
8 belief, Defendant AXIOM BANK N.A. also maintains the master card banking network access
9 connection, maintains the pooled account and holds class member funds as directed by Defendant
10 RAPID FINANCIAL SOLUTIONS, INC.

11 **FACTS**

12 11. Over 650,000 prisoners are released from state and federal prisons annually.
13 During the term of their incarceration, many earn wages from working at prison labor camps. In
14 addition, some inmates have money credited to their trust accounts, referred to as putting money
15 on their "Book" for purpose of buying goods for their use at the prison commissary. Finally,
16 some inmates have had money taken from them at the time of incarceration and this money is
17 held in trust by the prison for the inmate until release. All these sums are the property of the
18 prisoner and must be returned to the prisoner at the time of the release.

19 12. Traditionally, when individuals were released from prisons, and other detention
20 facilities, their jailers returned to them any wages earned but unspent during their term in prison,
21 any monies that had accrued in the individual prisoner's trust account (remaining on the books
22 of the commissary), or money taken at the time of incarceration in the form of cash or a check
23 payable upon demand without discount or fee at any bank and/or state chartered savings and loan
24 or other financial institution.

25 13. In many jurisdictions, however, instead of receiving their account balances in cash
26 or check upon release, prisoners are automatically given their account balances in the form of a
27 credit which can only be accessed by use of a prepaid debit cards, sometimes called a prison
28

1 release card. According to article by NBC News entitled “Inmates Charged Fee After Leaving
2 Jail:”¹

3 With about 650,000 prisoners released from state and federal prisons
4 and an estimated 12-million people processed through local jails
5 nationwide each year, there’s a built-in market for these cards. But
6 there’s also a cost, one that’s usually passed along to the inmates.

7 “These companies have a literally captive market where prisoners
8 frequently complain of being overcharged, but do not have proper
9 regulatory tools to protect themselves,” said Paul Wright at the
10 Human Rights Defense Center. “It would be one thing if people
11 were given the option of cash, a check or a debit card with fees, but
12 there is no consumer choice. I find the whole process offensive and
13 unfair.

14 14. Defendant RAPID FINANCIAL SOLUTIONS contracts with governmental
15 correctional and detention facilities like the State of Nevada Department of Corrections to
16 provide prepaid card programs for use by the operators of correctional facilities to pay inmates
17 who have earned wages during their term in prison, who have had money deposited in a trust
18 account on their behalf for use at a commissary (money on the inmate’s “book”), or who have
19 had cash taken from them at the time of incarceration the money that belongs to the inmate that
20 must be paid to the inmate upon release from custody.

21 15. Defendant RAPID FINANCIAL SOLUTIONS offers governmental correctional
22 facilities like the State of Nevada, Department of Corrections a method of paying these inmates
23 their money without the expense of handling cash or writing individual checks to the inmate upon
24 his or her release.

25 16. Defendant RAPID FINANCIAL SOLUTIONS give the correctional facility
26 operators blank plastic debit cards with no value initially, which then is issued to the inmate with
27 a credit balance equal to the amount owed to that inmate upon release.

28 ¹ Available at <https://www.nbcnews.com/business/consumer/inmates-charged-fee-after-leaving-jail-n329151> (last visited July 22, 2020).

1 17. Defendant RAPID FINANCIAL SOLUTIONS in turn contracts with Defendants
2 CACHE VALLEY BANK and/or AXIOM BANK N.A. as an issuing bank for its cards, and
3 MasterCard as the payment network sponsor.

4 18. If, at the time of release from incarceration, the correctional institution has money
5 due the inmate that must be returned to the inmate upon release, the inmate is given an release
6 debit card, which Defendants label the "ACCESS FREEDOM CARD," which is a prepaid debit
7 card loaded with a balance equal to the money that is owed the inmate. At the time of release,
8 the card is activated and ready for immediate use.

9 19. Defendant RAPID FINANCIAL SOLUTIONS, INC, describes this portion of its
10 business on its web pages at <https://rpdfin.com/government/> (last visited July 21, 2020) as
11 follows:

12 CORRECTION PAYOUTS MADE EASY AND EFFICIENT

13 With ReleasePay jails can reduce time, cost and workload by turning the manual,
14 time-consuming task of writing checks into an easy automated process, freeing you
15 up to focus on running your correctional facility. Processing jail payments is now
16 easy, secure and streamlined.

17 ReleasePay helps jail administrators gain greater efficiency across their
18 correctional facility by providing them with a digital money management solution.
19 All inmate data entered at the local level is automatically updated into a secure
20 centralized database, so the commissary records are accurate at all times. Extensive
21 audit records help state auditors maintain control.

22 20. Defendants earn revenue from the fees that it charges cardholders. As a result,
23 Plaintiff just like every inmate who is released from custody with an "ACCESS FREEDOM
24 CARD," instead of cash or a check in the amount of money owed, is required to pay fees to
25 Defendants in order to access his or her own money.

26 21. While in prison, plaintiff was voluntarily employed by the State of Nevada
27 fighting fires for which he was paid 10 cents of every hour worked. One of the purposes of this
28 job was to earn "walking money" to be paid when he was released from custody.

29 22. At the time of his release in April 2020, Plaintiff had earned and was credited with
30 approximately \$400.00.

1 23. Rather than provide Plaintiff with his money in cash or in the form of a check
2 payable without discount at any bank, Plaintiff had no choice but to accept in lieu of cash, an
3 “ACCESS FREEDOM CARD” provided by Defendant RAPID FINANCIAL SOLUTIONS. Inc.

4 24. Immediately upon release, Plaintiff attempted to withdraw cash money to pay for
5 transportation from the correctional facility using the card for the first time at a convenience store
6 down the street from the prison facility. For reasons unknown, the card was declined, and
7 Plaintiff was charged a fee. Plaintiff was unable to use the card for some time after his release,
8 and had no cash or a check he could cash to pay for transportation or other costs of the journey
9 home.

10 25. As stated in the fee schedule attached hereto as Exhibit 1, Defendants charge
11 cardholders a \$1.50 weekly maintenance fee, first charged only three days after card activation.
12 There is also a \$2.75 fee for every ATM withdrawal in addition to any fee charged by the ATM
13 itself. Other fees include a \$1.50 fee for each ATM balance inquiry made by the cardholder, and
14 a \$2.75 fee for each attempted transaction that was declined at any location (plus whatever fee
15 the ATM itself may charge) and a \$2.95 per card for lost or stolen card replacement. Generally,
16 these fees exceed the fees charged by the card issuer in the case of *Brown v. Stored Value Cards,*
17 *Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020).

18 26. Defendants can charge and collect these exorbitant fees because their exclusive
19 contracts with state and local agencies shield them from competitive market forces.

20 27. Individuals who are released from any NDOC facility have no choice but to accept
21 a “ACCESS FREEDOM CARD” provided by Defendant RAPID FINANCIAL SOLUTIONS.
22 Inc. in lieu of receiving the return of their own money in the form of cash or check.

23 28. The inmates do not voluntarily engage the company, enroll in the program, or take
24 any affirmative steps to form any contractual relationship with Defendants herein or MasterCard.

25 29. Plaintiff was a captive consumer for Defendants and Defendants took full
26 advantage of Plaintiff’s complete lack of bargaining power by requiring Plaintiff to pay various
27 exorbitant and/or unreasonable fees to retrieve his own money.

28

1 30. Of course, Plaintiff would never have agreed to receive his money in the form of
2 the extremely expensive "ACCESS FREEDOM CARD" provided by Defendant RAPID
3 FINANCIAL SOLUTIONS. Inc. if he had been given any choice or bargaining power. Plaintiff
4 never voluntarily consented to any term of any agreement with Defendants nor was there any
5 valid consideration for any such agreement.

6 31. But, like the thousands of other former inmates that Defendants charge to spend
7 their own money, Plaintiff had no choice to accept the release debit card and its onerous fees in
8 order to obtain his own money upon release.

9 32. Plaintiff and the putative Class represent an involuntary market where consumers
10 have no choice or say in whether they have to use prepaid debit cards to access their own money
11 or not.

12 33. Plaintiff and members of Plaintiff class did not agree to any of the terms imposed
13 by Defendants in any contract or writing, including any arbitration provision, since there was no
14 freely given consent, and the consideration was the inmates own money which is inadequate as
15 a matter of law. Any boilerplate contract with Defendants in this case made while the Plaintiff
16 was still in prison is voidable, and hereby voided, on the grounds of duress because a Plaintiff
17 and any class member making the claims here was forced to agree to such agreement by means
18 of a wrongful threat of withholding the inmates own money, while still in the custody of the
19 correctional facility, thereby precluding the exercise of free will necessary to establish consent.

20 34. In addition, the terms of any such agreement are communicated to the inmate
21 either simultaneously with the issuance of the card, or afterwards.

22 35. The arbitration provisions of the agreement between Defendants herein and
23 inmates was found not to be binding in the case of *Reichert v. Keefe Commissary Network, L.L.C.*,
24 No. C17-5848RBL (W.D. Wash. Oct. 30, 2019).

CLASS ACTION ALLEGATIONS

25
26 36. Plaintiffs reallege and incorporate by this reference all the paragraphs above in
27 this Complaint as though fully set forth herein.

28

1 37. Plaintiff brings this action on behalf of themselves and all other similarly situated
2 pursuant to Fed. R. Civ. P. 23(a), 23(b)(2) and 23(b)(3) on behalf of the following classes: The
3 Nationwide Card Class and the Nevada Card Class.

4 38. The **Nationwide Card Class** is defined as:

5 All persons who, upon release from a jail, prison, or detention
6 facility, were provided with a prepaid card issued by Defendant
7 RAPID FINANCIAL SOLUTIONS or its affiliates, and/or CACHE
8 VALLEY BANK of Utah, or its affiliates, and/or Defendant
9 AXIOM BANK N.A. of Florida, or its affiliates, in lieu of cash or a
10 check for the balance of funds belonging to the inmate at time of
11 release from custody and who were required to pay any fee in
12 conjunction with the use or maintenance of the card except those
13 persons who were released from prison in the State of Washington
14 and who are members of the class certified in the case of *Reichert v.*
15 *Keefe Commissary Network, L.L.C.*, No. 3:17-cv-05848-RBL (W.D.
16 Wash. May 8, 2019).

17 39. The **Nevada Card Class** is defined as

18 All persons who, upon release from a jail, prison, or detention
19 facility, within the state of Nevada, and who were provided with a
20 prepaid card issued by Defendant RAPID FINANCIAL
21 SOLUTIONS or its affiliates, and/or Defendant CACHE VALLEY
22 BANK of Utah, or its affiliates, and/or Defendant AXIOM BANK
23 N.A. of Florida, or its affiliates, in lieu of cash or a check for the
24 balance of funds belonging to the inmate at time of release from
25 custody and who were required to pay any fee in conjunction with
26 the use or maintenance of the card.

27 40. Plaintiff's situation is similar to all those they seek to represent because
28 Defendants took money from Plaintiff and all other released inmates and provided instead a debit
card that was not the functional equivalent of cash or a check because the value of the card
quickly and permanently deteriorated do to fees and charges associated with its use and
maintenance.

 41. Common questions of fact and/or law exist whether the involuntary taking of
money in exchange for a debit card that was not the functional equivalent of cash or a check, but
worth less than the money taken from the inmate, 1) constitutes a violation Section 16931-1 of
the Electronic Funds Transfer Act, which prohibits charging service fees to "general-use prepaid

1 cards,” 2) constitutes a violation of EFTA section § 1693i, which prohibits the issuance, absent
2 certain disclosures, of unsolicited validated cards that provide access to a “consumer’s account,”
3 3) violates NRS § 598.092 subsections 8 and 14 and NRS 598.0923(3) for all prisoners released
4 from NDOC facilities, 4) constitutes conversion under state common law, and 5) constitutes
5 unjust enrichment under state common law.

6 42. To the extent that Defendants plead an affirmative defense of state action, then
7 there is a common question of law and fact of whether they were state actors, and if so, did their
8 actions complained of herein constitute a governmental taking in violation of the Fifth and
9 Fourteenth Amendment of the Constitution.

10 43. Upon information and belief, each class is sufficiently numerous because there is
11 more than 1,000 Nevada Card Class members and more than 10,000 Nationwide Class Members
12 within the applicable statute of limitations.

13 44. Plaintiffs’ claims are typical to those of fellow class members because each class
14 member is and was subject to the same practices, plans, or policies as Plaintiff.

15 45. Plaintiff is an adequate representative of the class because 1) Plaintiff will fairly
16 and adequately represent the interests of the Class; 2) Plaintiff is a member of the Class, Plaintiff
17 has issues of law and fact in common with all members of the Class; and 3) Plaintiff does not
18 have interests that are antagonistic to Class members. Plaintiff has retained counsel experienced
19 in large class action and civil rights litigation who are financially able to bear the costs of this
20 litigation.

21 46. A class action is superior to other available means for the fair and efficient
22 adjudication of this controversy, since individual joinder of all members of the Class is
23 impractical, and common claims of whether Plaintiffs and Class Members are entitled to
24 compensation for the work activities performed predominate over individual issues. Class action
25 treatment will permit a large number of similarly situated persons to prosecute their common
26 claims in a single forum simultaneously, efficiently, and without unnecessary duplication of
27 effort and expense. Furthermore, the expenses and burden of individualized litigation would
28 make it difficult or impossible for individual members of the Class to redress the wrongs done to

1 them, while an important public interest will be served by addressing the matter as a class action.
2 Individualized litigation would also present the potential for inconsistent or contradictory
3 judgments.

4 **FIRST CAUSE OF ACTION**

5 Violation of the Electronic Funds Transfer Act, 15 U.S.C. § 1693 et seq.
6 (On Behalf of Plaintiff and the Nationwide Card Class Against Defendants)

7 47. Plaintiff re-alleges and incorporates by reference all of the allegations of this
8 Complaint as stated above with the same force and affect as if fully restated herein.

9 48. The primary objective of the EFTA is to protect consumer rights by providing a
10 basic framework establishing the rights, liabilities, and responsibilities of participants in the
11 electronic fund and remittance transfer systems.

12 49. Among its consumer protection provisions, the EFTA prohibits the unsolicited
13 issuance to a consumer of an electronic fund transfer card that does not meet all of the EFTA's
14 unsolicited access device criteria. *See* 15 U.S.C. § 1693(i).

15 50. ETFA Section 1693i prohibits the issuance, absent certain disclosures, of
16 unsolicited validated cards that provide access to a "consumer's account." ETFA § 1693i(c) says
17 that a card is "validated when it may be used to initiate an electronic fund transfer."

18 51. ETFA Section 1693l-1 prohibits charging service fees to "general-use prepaid
19 cards" unless the card has not been used for 12 months and other requirements have been met.
20 ETFA § 1693l-1(b).

21 52. A general-use prepaid card is (1) "redeemable at multiple, unaffiliated merchants
22 or services providers, or automated teller machines"; (2) "issued in a requested amount"; (3)
23 "purchased or loaded on a prepaid basis"; and (4) "honored . . . by merchants for goods or
24 services, or at automated teller machines." ETFA § 1693l-1(a)(2)(A). A general-use prepaid card
25 does not include a card that "is not marketed to the general public." *Id.* § 1693l-1(a)(2)(D)(iv).

26 53. The "FREEDOM ACCESS" card issued by Defendants RAPID FINANCIAL
27 SOLUTIONS, CACHE VALLEY BANK and/or AXIOM BANK N.A. are issued to inmates, a
28 very large sub-set of the general population, when inmates are released from jail or prison, and
rejoin the general public.

1 54. Defendants RAPID FINANCIAL SOLUTIONS, CACHE VALLEY BANK
2 and/or AXIOM BANK N.A. indirectly market the cards to released inmates.

3 55. Defendants RAPID FINANCIAL SOLUTIONS, CACHE VALLEY BANK
4 and/or AXIOM BANK N.A. are financial institutions as defined by 15 U.S.C. § 1693a (9)
5 because they directly hold accounts belonging to consumers.

6 56. Defendants RAPID FINANCIAL SOLUTIONS and/or Defendant CACHE
7 VALLEY BANK and/or Defendant AXIOM BANK N.A. violated 15 U.S.C. § 1693(i) by issuing
8 to consumers unsolicited electronic transfer cards that do not meet all of the EFTA's unsolicited
9 access device criteria.

10 57. By the violations of the EFTA and conduct alleged above, Defendants RAPID
11 FINANCIAL SOLUTIONS and/or Defendant CACHE VALLEY BANK and/or Defendant
12 AXIOM BANK N.A. have caused and continue to cause Plaintiff and the Class damages.

13 58. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees
14 charged to Plaintiff and members of the Nationwide Card Class for use of the ACCESS
15 FREEDOM debit Card, plus the maximum amount of statutory damages pursuant to 15 U.S.C.
16 § 1693m-(a)(2)(b) and (a)(3), together with interest attorneys fees and costs, according to law.

17 **SECOND CAUSE OF ACTION**

18 Violation of NRS § 598.092 subsections 8 and 14 and NRS 598.0923(3)
19 (On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

20 59. Plaintiff re-alleges and incorporates by reference all the allegations of this
21 Complaint above with the same force and affect as if fully restated herein.

22 60. The Nevada Deceptive Trade Practices Act (hereinafter also "NVDTPA") NRS
23 § 598.092 subsections 8 and 14 provides that "A person engages in a "deceptive trade practice"
24 when in the course of his or her business or occupation he or she: . . .

- 25 a. Knowingly misrepresents the legal rights, obligations, or remedies of a party to a
26 transaction. (section 8) or
27 b. Knowingly takes advantage of another person's inability reasonably to protect his
28 or her own rights or interests in a consumer transaction when such an inability is
due to illiteracy, or to a mental or physical infirmity or another similar condition

1 which manifests itself as an incapability to understand the language or terms of
2 any agreement. (section 14)

3 61. Under NRS 598.0923(3), “[a] person engages in a ‘deceptive trade practice’ when
4 in the course of his or her business or occupation he or she knowingly...[v]iolates a state or federal
5 statute or regulation relating to the sale or lease of goods or services.” NRS § 598.0923(3).

6 62. By the conduct describe above, Defendants and each of them has violated the
7 provisions of Sections 8 and 14 of NRS § 598.092 and NRS § 598.0923(3).

8 63. Under the NVDTPA, “[a]n action may be brought by any person who is a victim
9 of consumer fraud.” Nev. Rev. Stat. § 41.600(1). A claim under the NVDTPA “requires a ‘victim
10 of consumer fraud to prove that (1) an act of consumer fraud by the defendant (2) caused (3)
11 damage to the plaintiff.’”

12 64. Plaintiff and the members of the Nevada Class are each victims of consumer fraud
13 who have suffered an ascertainable loss as a result of Defendants’ unlawful trade practices and/or
14 unconscionable tactics.

15 65. Defendants’ unlawful trade practices and/or unconscionable tactics were willful.

16 66. Defendants’ unlawful trade practices have caused and continue to cause Plaintiff
17 and the Nevada Class actual damages.

18 67. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all
19 fees charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS
20 FREEDOM debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and
21 costs as allowed by law.

22 **THIRD CAUSE OF ACTION**
Conversion

(On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

23 68. Plaintiff re-alleges and incorporates by reference all of the allegations of this
24 Complaint with the same force and affect as if fully restated herein.
25

26 69. Defendants, and each of them, have performed each of the elements of a claim for
27 a common count claim of conversion, which in Nevada, are:
28

- 1 a. A distinct and intentional act of dominion by one which is wrongfully exerted
- 2 over the property of another;
- 3 b. Act committed in denial of, or inconsistent with the rightful owner's use and
- 4 enjoyment of the property;
- 5 c. Act committed in derogation, exclusion, or defiance of the owner's rights or titled
- 6 in the property; and
- 7 d. Causation and damages.

8 70. Defendants have wrongfully collected fees from Plaintiff and members of the
9 Class and have taken specific and readily identifiable funds from Plaintiff and the members of
10 the Class in payment of these fees in order to satisfy these fees charged unlawfully. Defendants,
11 without proper authorization, assumed and exercised the right of ownership over these funds, in
12 hostility to the rights of Plaintiff and the Class, without legal justification, and with full
13 knowledge that the conduct complained of herein was unlawful. See, e.g. *Reichert v. Keefe*
14 *Commissary Network, L.L.C.*, No. C17-5848RBL (W.D. Wash. Oct. 30, 2019); *Brown v. Stored*
15 *Value Cards, Inc.*, No. 18-35735 (9th Cir. Mar. 16, 2020).

16 71. Defendants continue to retain these funds unlawfully and without the consent of
17 Plaintiff or the Class.

18 72. Defendants intend to permanently deprive Plaintiff and the Class of these funds.

19 73. These funds are properly owned by Plaintiff and the Class, not Defendants herein,
20 who now claim that they are entitled to their ownership, contrary to the rights of Plaintiff and the
21 Class.

22 74. Plaintiff and the members of the Class are entitled to the immediate possession of
23 these funds.

24 75. Defendants have wrongfully converted these specific and readily identifiable
25 funds.

26 76. Defendants' wrongful conduct is continuing.

27 77. NRS § 598.0953 states that: "The deceptive trade practices listed in NRS
28 598.0915 to 598.0925, inclusive, are in addition to and do not limit the types of unfair trade

1 practices actionable at common law or defined as such in other statutes of this State.” Conversion
2 is an action at common law.

3 78. As a direct and proximate result of Defendants’ wrongful conversion, Plaintiff
4 and the Class have suffered and continue to suffer damages.

5 79. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees
6 charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM
7 debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and costs as
8 allowed by law.

9 **FOURTH CAUSE OF ACTION**

10 Unjust Enrichment

11 (On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

12 80. Plaintiff re-alleges and incorporates by reference all of the allegations of this
13 Complaint above with the same force and affect as if fully restated herein.

14 81. Defendants have been unjustly enriched by their assessment of fees upon Plaintiff
15 and the Nevada Card Class that are unfair, unconscionable, inflated, and oppressive.

16 82. The circumstances are such that it would be unjust and inequitable for Defendants
17 to retain the benefit that they unjustly received from Plaintiff and the Nevada Card Class.

18 83. NRS § 598.0953 states: “The deceptive trade practices listed in NRS 598.0915 to
19 598.0925, inclusive, are in addition to and do not limit the types of unfair trade practices
20 actionable at common law or defined as such in other statutes of this State.”

21 84. Unjust enrichment is actionable at common law.

22 85. Plaintiff and the Nevada Card Class have suffered and continue to suffer actual
23 damages as a result of Defendants’ unjust retention of proceeds from their acts and practices
24 alleged herein

25 86. Wherefore, Plaintiffs demand of Defendants, and each of them, return of all fees
26 charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM
27 debit Card, plus triple damages pursuant to NRS 42.005, interest, attorneys fees and costs as
28 allowed by law.

FIFTH CAUSE OF ACTION

Unconstitutional Taking

(On Behalf of Plaintiff and the Nevada Card Class Against Defendants)

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3 87. Plaintiff re-alleges and incorporates by reference all of the allegations of this
4 Complaint as stated above with the same force and affect as if fully restated herein.

5 88. Defendants are not acting like an agency of the government in performing the
6 acts described in this complaint.

7 89. Notwithstanding, if the Defendants claim to be a state actors, then Defendants are
8 subject to the provision of the Constitution of the State of Nevada for all acts occurring in Nevada,
9 and the United States Constitution.

10 90. Section 8, subsections 2 and 3 of Article 1 of the constitution of the state of Nevada
11 states:

12 2. No person shall be deprived of life, liberty, or property,
13 without due process of law.

14 3. Private property shall not be taken for public use without
15 just compensation having been first made, or secured, except in
16 cases of war, riot, fire, or great public peril, in which case
compensation shall be afterward made.

17 91. A state actor may not deprive any person of property without just compensation
18 and without due process pursuant to the Fifth and Fourteenth Amendment to the United States
19 Constitution and Section 8, subsections 2 and 3 of Article 1 of the constitution of the state of
20 Nevada.

21 92. To the extent Defendants may be considered state actors, then they have caused
22 and continue to cause Plaintiff and member of the Nevada Class actual damages by violation of
23 the Fifth and Fourteenth Amendment to the United States Constitution and Section 8, subsections
24 2 and 3 of Article 1 of the constitution of the state of Nevada.

25 93. Wherefore, Plaintiff demands of Defendants, and each of them, return of all fees
26 charged to Plaintiff and members of the Nevada Card Class for use of the ACCESS FREEDOM
27 debit Card, together with interest, attorneys fees and costs as allowed by law.

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PRAYER

WHEREFORE, Plaintiff, on behalf of herself and on behalf of the Nationwide Card Class and the Nevada Card Class, prays for the following relief:

1. An order certifying this case as a class action and appointing Plaintiff and the undersigned counsel to represent the Classes;
2. Declaration, judgment, and decree that Defendants RAPID FINANCIAL SOLUTIONS, INC., CACHE VALLEY BANK and/or AXIOM BANK N.A. conduct as alleged herein:
 - a. Violates the EFTA;
 - b. Constitutes conversion; and
 - c. Constitutes unjust enrichment;
3. Declaration, judgment, and decree that Defendants RAPID FINANCIAL SOLUTIONS, INC., CACHE VALLEY BANK and/or AXIOM BANK N.A. conduct alleged herein violates the NVDTPA;
4. Damages to Plaintiff and the Classes to the maximum extent allowed under state and federal law;
5. Restitution and/or disgorgement of ill-gotten gains;
6. An injunction against future violations of the EFTA;
7. An injunction requiring corrective measures to be taken to prevent Defendants from engaging in the above-described misconduct;
8. Pre- and post-judgment interest;
9. Reasonable attorneys' fees;

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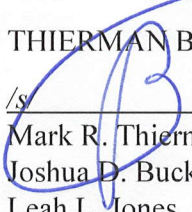
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- 10. Costs and disbursements of the action; and
- 11. Such other relief, in law and equity, as this Court may deem just and proper.

DATED this 30th day of July 2020

Respectfully Submitted,
THIERMAN BUCK LAW FIRM

/s/ _____
Mark R. Thierman
Joshua D. Buck
Leah L. Jones
Joshua R. Hendrickson

GABROY LAW OFFICE
Christian Gabroy
Kaine Messer

HENDRON LAW GROUP, LLC
Lance J. Hendron

Attorneys for the Plaintiff

EXHIBIT 1

EXHIBIT 1

Manage Your Money Your Way

Check your balance or change PIN (Personal Identification Number) three different ways.

 **Register online at**
www.AccessFreedomCard.com

-OR-
 **Download the *currency* mobile app**

-OR-
 **Call 877-287-2448**

Funds are available immediately once the account has been loaded.

Use your card anywhere MasterCard® is accepted to make purchases.

Or register for more options to use your money such as transfer to a bank, PayPal, gift cards, or a paper check.

Download the *currency* App from the App Store or Google Play Store to check your balance and transaction history.



App Store for iOS



Google Play Store for Android

39.20

12.22

CUSTOMER SERVICE
 877-287-2448

10.60

-8.47

FEES FOR ACCESSFREEDOM PREPAID CARD

Weekly fee	Per purchase	ATM withdrawal	Cash reload
\$1.50*	\$0	\$2.75	N/A
ATM balance inquiry	\$1.50		
Customer service	\$0		
Inactivity	\$0		
We charge 2 other types of fees. They are:			
ATM decline	\$2.75		
Card replacement	\$2.99		
*Fee begins 3 calendar days after the card is activated or 90 days after card issuance if not activated.			
No overdraft/credit feature. Your funds will be held or transferred to Axiom Bank, an FDIC-insured institution. For general information about prepaid accounts, visit cbp.gov/prepaid . Obtain details and conditions for all fees and services in the Cardholder Agreement on the reverse side of this card envelope.			

WAYS TO AVOID FEES

Do not use your card to "Pay at the Pump" at stations. For gas, see the attendant inside and specifying how much you want to spend. Your card may be declined at the pump if you do not have adequate funds, which imposes a decline fee. **Know your balance** and check your balance online, through the app, or call before using an ATM or making a purchase.

For best success run your card as credit to avoid potential fees. **Use cash advance** to remove your entire card balance at no charge by visiting any MasterCard® principal financial institution. **You can run your card as debit** when you make a transaction and ask for cash back.

Utilize the direct deposit transfer service to send funds from your card to your bank account.

Check your balance online or through customer service before using an ATM to avoid a decline fee.

If your card is rejected at an ATM, never attempt over and over again. Some ATM providers impose a fee even for declined transactions. The card provider also imposes a fee for declined transactions.

Watch gratuity as some merchants may authorize your card up to 25% more than the transaction to allow for gratuity, which can cause declined transactions and incur a decline fee.

Update your temporary PIN before use. Do this by calling 877-287-2448.

To avoid maintenance fees, use your Card in a timely manner. See fee table for details.

If you want to split your payment between this card and another form of payment, you must specify to the cashier the amount you would like run on the card. Be sure you know the balance on your card before you do this kind of transaction.

ACCESS FREEDOM

GET STARTED

with these options to receive your money.

ACTIVITY

Use Your Card

for immediate access to your money.

 Use your card anywhere MasterCard® is accepted.

 Get cash back when you make a debit transaction.

 Download the **currency** app to check your balance and transaction history or register for the options below.


-OR-


Register Your Card for additional ways to use your money.

Register online at the website on the back of your card or through the mobile app. Use all these options below at no cost.

 Move money to a bank account.

 Send money to PayPal.

 Buy gift cards.

 Request a paper check.

INDIVIDUALS WHO BELIEVE THEY HAVE RECEIVED THIS CARD NON-CONSENSUALLY WILL BE ENTITLED TO A FULL REFUND OF ANY FEES CHARGED TO THE CARD. INDIVIDUALS CAN CLAIM THEIR FULL BALANCE BY VISITING DAILYPAYME OR CALLING THE NUMBER ON THE BACK OF THE CARD.

-160 + fees

AGUETUENI IRIANI

Este Acuerdo del titular de la tarjeta... de su Tarjeta Prepagada... de su Tarjeta Prepagada... de su Tarjeta Prepagada...

El titular de la tarjeta... de su Tarjeta Prepagada... de su Tarjeta Prepagada... de su Tarjeta Prepagada...

El titular de la tarjeta... de su Tarjeta Prepagada... de su Tarjeta Prepagada... de su Tarjeta Prepagada...

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TOTAL CARGADO EN LA TARJETA... de su Tarjeta Prepagada... de su Tarjeta Prepagada...

¡ATENCIÓN! Registro en línea garantizará la seguridad de sus fondos. Por favor, visite www.accessfreedomcard.com para la protección y los beneficios adicionales tales como: Alertas móvil, 24/7 Monitoreo de transacciones, Protección contra el fraude, y para actualizar a una Tarjeta de batería recargable.

Para conocer los términos y condiciones completos, visite www.accessfreedomcard.com. Información sobre la tarjeta, tarifas, y términos de uso.

Arbitration of Disputes. Except as expressly provided below, any controversy... de su Tarjeta Prepagada... de su Tarjeta Prepagada...

CARDHOLDER AGREEMENT

(Effective June 2019)

This Cardholder Agreement (this "Agreement") sets forth the terms of your prepaid Card. Please read it carefully and retain it for your records. If you do not agree to these terms, do not use the Card, or if you would like to cancel call Customer Service at 1-877-287-2448. Otherwise, your acceptance and/or use of the Card will be evidence of your agreement to these terms.

NOTE: THIS AGREEMENT REQUIRES CERTAIN DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION, RATHER THAN BY JURY TRIAL. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

Definitions. In this Agreement, the words "you" and "your" mean the Cardholder. "Bank," "we," "us" and "our" mean Axiom Bank, N.A., the issuer of the Card, or anyone to whom we assign our rights. "Card" means the network branded card that is issued to you.

Consent. Individuals who believe they have received this card non consensually will be entitled to full refund of any fees charged to the card. Individuals can claim their full balance by visiting dailypayme.com or calling the number on the back of the card. Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who registers a Card. When you request or agree to register a Card, you authorize the party giving you the Card to provide us with your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents and may use resources such as credit bureaus or other means to verify your identity information. **Using Your Card.** Your Card is active right now and can immediately be used to access available funds that have been "loaded" to the Card. You do not need to call us to activate the Card. If you find that your card is not active, please visit the website on the back of your card to activate it.

You may use your Card to purchase goods and services anywhere MisterCard® debit cards are accepted and to access cash at ATMs of financial institutions displaying the MisterCard®, Pulse®, or Maestro® name and/or logo. Each time the Card is used to purchase goods or services or to withdraw cash at ATMs, you authorize us to charge that amount (and any applicable fees) against your Card's available balance. You may not give or transfer your Card to another person for their use.

You will be required to input your personal identification number ("PIN") in order to access cash at ATMs and to purchase goods or services at some point-of-sale ("POS") terminals. Please refer to the activation label on your card for your temporary PIN number. You should promptly change your temporary PIN by calling Customer Service at 1-877-287-2448. You agree not to disclose your PIN to others. ATM Receipts. You can get a receipt at the time you make any withdrawal with your Card using one of our ATMs.

Balance and Transaction Information. You can obtain information about the current available balance on your Card and a description of recent transactions by calling Customer Service at 1-877-287-2448, visiting the website on the back of your card, downloading our "Currencie" Mobile App or sending a written request to P.O. Box 6425, North Logan, Utah 84341.

Limitations. Subject to your available balance, you may use your Card to make withdrawals at ATMs and purchase goods or services up to the aggregate amount of \$3,500 per day. You may not conduct more than five ATM or twenty purchase transactions on any single day. For security reasons, there may be times when we further limit these amounts. You may not use your Card for any unlawful purpose or to conduct internet gambling transactions.

The maximum amount that can be loaded to the Card is \$9,700. Interest will not be paid to you for any amount loaded on the Card. The Card is non-reloadable with additional funds other than by the facility that provided the card, if applicable. This means that you cannot add amounts to the Card balance after it is issued. There is no credit card, credit line, overdraft protection, or deposit account associated with your Card. Your Card is not transferable and may only be used by you.

FDIC Insurance. The money credited to your Card will be held in a custodial account at the Bank. Funds in the custodial account are insured by the FDIC to its maximum limits.

Unclaimed Property. We may transfer (escheat) your Card balance to the appropriate state if no activity occurs in the Card and you fail to communicate with us regarding your Card within the time period specified by state law. If funds are transferred to the state, you may file a claim with the state to recover the funds. **Cancellation and Suspension.** We may cancel or suspend Card privileges without cause or prior notice, except as otherwise required by law. We may refuse to process any transaction that we believe may violate the terms of this Agreement or may be unauthorized. You may cancel your Card by calling Customer Service at 1-877-287-2448.

We will attempt to notify you if we decide to cancel or suspend your use of the Card. You agree not to use or allow others to use an expired, cancelled, suspended or otherwise invalid Card. Our cancellation or suspension of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund of the remaining balance without charge.

ATTENTION!

Online Registration will automatically activate your funds. Please visit www.accessandcontrol.com for additional protection and benefits such as Mobile Alerts, 24/7 Transaction Monitoring, Fraud Protection, and to Upgrade to a General Purpose Reloadable Bank Card

Use your card where you see these symbols:



Investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen. Telephoning us is the best way of keeping your possible losses down. You could lose all the money loaded on your Card.

If you are a Registered Cardholder (an individual who has been verified online by providing personal identification information) and tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card or PIN, and we can prove we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of or otherwise suspect transactions that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within 60 days after the

transaction is first made available by the website on the back of your card, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Warning regarding unverifiable prepaid accounts. It is important to register your Card as soon as possible. Until you register your account to verify your identity, we are not required to research or resolve any errors regarding your account. Register at the site on the back of your Card. As such, protect your Card as you would your cash. We will not reimburse you for any unauthorized transactions which occur prior to the time you notify us of the unauthorized activity or that your Card or PIN has been lost or stolen.

Limitation of Liability. UNLESS OTHERWISE REQUIRED BY LAW, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR YOUR CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR OUR SERVICE PROVIDERS SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

Our Business Days. Our business days are Monday through Friday, excluding federal and local banking holidays in the State of Utah.

Notice. We may send notices to you at the last postal or e-mail address reflected for you in our Card records or by otherwise making the information available to you. If your e-mail or postal address changes, you agree to notify Customer Service immediately. Failure to do so may result in Card information being mailed to the wrong person or your transactions being declined. You agree to provide notices to us by calling us at 1-877-287-2448 or writing us at Customer Service, P.O. Box 6425, North Logan, Utah 84341.

Third-Party Service Providers. We may engage a third party such as Rapid Financial Solutions to assist us in administering, supporting, and/or marketing the Card program and otherwise performing our obligations under this Agreement.

Delay of Rights. We may waive or delay enforcement of any of our rights under this Agreement without losing them.

No Assignment by You. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary (such as the grant of a security interest) shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

Invalidity. If any term of this Agreement is determined to be invalid under applicable law, the remaining terms shall continue in effect as if the invalid term had not been included. **Change in Terms.** Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice. We will not change the fees or terms and conditions of expiration. Advance notice may not be given,

Arbitration of Disputes. Except as expressly provided below, any controversy that arises out of or is related to (a) the Card, (b) any service relating to the Card, or (c) this Agreement, whether based on statute, contract, tort, or any other legal theory, in which the aggregate amount in controversy for all claimants exceeds \$15,000, including interest and attorneys' fees, (any "Claim") will be settled on an individual basis by binding arbitration under the Federal Arbitration Act ("FAA"). Judgment on the arbitration award may be entered in any court having jurisdiction. Any dispute regarding whether a particular controversy is subject to arbitration will be decided by the arbitrator(s). If any part of the damages or other relief requested is not expressly stated as a dollar amount, the controversy will be a Claim that is subject to arbitration. You and Bank acknowledge and agree that the transactions contemplated by use of the Card, and any controversy that may arise under or relate to the Card, Card services, or this Agreement, involve "commerce" as that term is defined and used in the FAA.

The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules (the "Arbitration Rules"). We will tell you how to contact the AAA and how to get a copy of the Arbitration Rules without cost if you ask us in writing to do so. The Arbitration Rules permit you to request delinquent or reduction of the administrative fees of arbitration if paying them would cause you a hardship. Any in-person arbitration hearing will be held in Cache County, Utah, where our employees and records of the Card are located. It is within the arbitrator's discretion to order the arbitration to take place by telephone.

Each arbitrator shall be a licensed attorney who has been engaged in the private practice of law continuously during the 10 years immediately preceding the arbitration or a retired judge of a court of general or appellate jurisdiction. The arbitration award shall award only such relief as a court of competent jurisdiction could properly award under applicable law, including attorneys' fees if allowed by applicable law or agreement, and may award to the prevailing party all pre- and post-award expenses of arbitration. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration. The filing of a demand for arbitration in accordance with the Arbitration Rules will be deemed the commencement of an action for purposes of any applicable statute of limitations. There will be no class Claims—Claims by or on behalf of other persons will not be considered in or consolidated with the arbitration proceedings between you and Bank.

The Agreement does not limit the right of you or us, whether before, during or after the arbitration proceeding, to obtain provisional or ancillary remedies or injunctive or other traditionally equitable relief (other than a stay of arbitration) necessary to protect the rights or property of the Claim or the Bank's exercise of self-help remedies, determination of the merits of the Claim or the Bank's exercise of self-help remedies, such as the right of set-off. The taking of any of the actions described in this preceding sentence by either party or the filing of a court action by any Claim shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This arbitration provision will survive the termination of your relationship with Bank, whether evidenced by this Agreement or otherwise.

You understand, acknowledge and agree that: you have read carefully this provision in which you and Bank have agreed to arbitrate disputes; this provision limits or waives certain of your rights, including the right to bring a court action and to have a jury trial; there will be no class claims in arbitration; discovery may be more limited in arbitration than in a court proceeding; the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment; and certain other rights you have in a court proceeding also may not be available in arbitration.

Questions. If you have questions regarding your Card, you may call us at 1-877-287-2448 or write to Customer Service, P.O. Box 6425, North Logan, Utah 84341.

When you use your Card to initiate a transaction at certain merchants (e.g., gas stations, hotels, restaurants, and car rentals), the merchant may request confirmation of the Card's validity and authorization for the transaction. Note: The amount may be estimated by the merchant and may include a gratuity. You agree that we may place a temporary hold on your Card balance for the estimated amount, even if it exceeds the amount of your ultimate transaction. Any excess will be released later after the transaction is finally settled through the system.

Your Obligation for Overdrafts. There is no overdraft/credit feature associated with this card. You agree not to conduct transactions which would cause your Card balance to become overdrawn. If a merchant attempts to process a transaction for more than your Card's available balance, the transaction may be declined. If you conduct transactions in an amount that exceeds the balance on your Card, you agree to pay us the overdrawn amount immediately, without further demand. **Merchant Refunds and Disputes.** Depending on the merchant, any refund for goods or services purchased with the Card may be made in the form of a credit to the Card. You are not entitled to receive a cash refund.

We are not responsible for the delivery, quality, safety, legality or any other aspect of bank and services that you purchase from others with a Card. All such disputes

expiration date. The expiration date is shown on your Card. If you attempt to use the Card after the expiration date, the transactions may not be processed.

Although the Card expires, the underlying funds do not expire. If there is a balance remaining on the Card at the time of its expiration, you may request a replacement Card by calling Customer Service at 1-877-287-2448. Otherwise, we will either send you a replacement Card or refund the balance remaining on the Card to you, less any amounts owed to us. The replacement Card or a check for the Card balance may be mailed to you at the latest postal address reflected in our records. We do not impose a fee for any replacement Card or check sent to you as a result of your Card's expiration.

Privacy. We may release information about you, your Card and the transactions you perform to third parties where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your Card to consumer reporting agencies; when you give us your consent; to comply with the law or a court or government order; to local, state and federal authorities if we believe a crime may have been committed involving your Card; and as permitted by law. Please see our Privacy Policy at <http://rediff.com/privacy> for further information.

Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies and other third parties to assist us in verifying your identity, to prevent fraud, and to investigate potential misuse of the Card.

Notice of Lost or Stolen Card/Unauthorized Activity. You agree to notify us AT ONCE of the loss, theft or unauthorized disclosure of any PIN or code that might be used to access Card funds. If your balance your Card or PIN has been lost or stolen or that someone has transferred or may transfer money from the Card without authorization, call Customer Service at 1-877-287-2448. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. If you allow another person to use the Card, you agree to be responsible for all transactions conducted by that person, even if the transactions exceed the amounts or use authorized by you.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from the Card on time or in the correct amount according to this agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if your Card funds are insufficient for the transaction or are unavailable for withdrawal (e.g., because they are subject to a hold or legal process);
- (2) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (3) if a merchant refuses to honor the Card;
- (4) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (5) if we refuse a transaction because the Card has been reported as lost or stolen, has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (6) as otherwise provided in this Agreement.

In Case of Errors or Questions About Card Transactions (Regulation E). Call us at 1-877-287-2448, or write to Customer Service at P.O. Box 6425, North Logan, Utah 84341 as soon as you can if you think your balance or transaction information is wrong or if you need more information about a transaction. We must allow you to report an error until 60 days after the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent your first written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 1-877-287-2448. When notifying us:

- (1) Tell us your name and Card number.
 - (2) Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
 - (3) Tell us the dollar amount of the suspected error.
- In addition, for errors involving your Card, it would be helpful if you provided us with any supporting documentation related to the error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit the Card within 10 business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete the investigation. If we ask you to send your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Keep records to learn more about how to register your Card.

For errors involving new Cards. If a Card issued within the previous 30 days, a point-of-sale, or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit your Card for the amount you think is in error.

We will tell you the results within three business days after completing our

investigation of the Card or any related payment system.

Government Law/Jurisdiction. All matters, whether sounding in contract, tort or otherwise, relating to the validity, construction, interpretation or enforcement of this Agreement, shall be determined by the laws of the State of Utah. You consent and submit to exclusive jurisdiction of the state and federal courts located in Cache County, Utah in all controversies arising out of or in connection with your use of the Card and this Agreement. **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to its subject matter.

Your Representations and Warranties. You represent and warrant to us that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (ii) the personal information that you provide to us in connection with the Card is true, correct and complete; (iii) you reviewed this Agreement and agree to its terms; (iv) you accept the Card; and (v) you will not use the Card to purchase illegal goods or services or to violate any law.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debt into U.S. dollars in accordance with its then current policies. Mastercard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to the central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your Card. We may impose a charge on the transaction amount (including reversals) for each transaction that you conduct outside the United States or in a foreign currency. This charge is in addition to any applicable ATM fee. See Fees and Charges section.

Fees and Charges. We will charge you, and you agree to pay, the fees a card charges, set forth below. We normally deduct fees and charges automatically from the Card balance at the time a fee or charge is incurred.

LIST OF ALL FEES FOR ACCESS/REDON/REPAID CARD

All Fees	Amount	Details
Card activation	\$0	
Maintenance		
Weekly Account Maintenance	\$1.50	Fee begins 3 calendar days after the card is activated or 90 days after card issuance if not activated.
Spending/transfer money		
Point of Sale (POS) transaction	\$0	Per PIN or Signature transaction. Any participating merchant location.
Point of Sale (POS) decline	\$0	Per PIN or Signature transaction. Any participating merchant location.
Transfer to bank account	\$0	No fee for transferring funds from your card to your U.S. bank account.
Transfer to check	\$0	No fee for transferring funds from your card and receive a check.
Transfer to PayPal®	\$0	No fee for transferring funds from your card to your PayPal® account. Registration required.
Transfer to Amazon®	\$0	No fee for transferring funds from your card to your Amazon® account. Registration required.
Get cash (inside and outside U.S.)		
ATM withdrawal	\$2.75	Per transaction. Any location. This is our fee. You may also be charged a fee by the ATM operator.
ATM decline	\$2.75	Per transaction. Any location. This is our fee.
Teller cash advance	\$0	Per transaction. When card is used as teller cash advance at any MasterCard® principal financial institution.
Cash back at POS	\$0	No fee for requesting cash back at a merchant POS.
Harassment		
Customer service (live agent)	\$0	No fee for calling our customer service line.
Customer service (automated)	\$0	No fee for calling our automated IVR or using our mobile app.
ATM balance inquiry	\$1.50	Per inquiry. Any location. This is our fee.
Other:		
PIN change	\$0	No fee for changing your card PIN.
Card replacement	\$2.99	Per card for lost or stolen cards. No fee for expired card replacement.

Your funds will be held at or transferred to Axion Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event that Axion Bank fails. If specific deposit insurance requirements are met and your card is registered, see fdic.gov/deposit/protect/registraland for details.

The overdraft/credit feature, Contact KeyFit Financial Solutions by calling 1-877-287-2448, by mail at P.O. Box 6425, North Logan, Utah 84341, or visit www.accessredon.com. For general information about prepaid accounts, visit fdic.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-3272 or visit cfpb.gov/complaint.

CARD DIVISION/REGISTRATION/REPAID CARD

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