

LETTER OF DEMAND, AUGUST 24, 2017

From: RICHARD X. THRIPP

To: BANK OF AMERICA LEGAL DEPT.

Fax: 980-233-7070

Please forward as appropriate.

On August 21, 2017, Bank of America stated by mail that my personal checking account # [REDACTED] and my personal savings account # [REDACTED] are being restricted in 21 days and permanently closed in 30 days. The only reason that is stated is that Bank of America may elect to close my deposit accounts at any time. **However, the savings account has a pending promotional offer of \$150.00 which has not yet been paid out.** I have met all requirements for the offer, which stated that I would receive a \$150.00 cash bonus for depositing \$10,000 within 30 days of opening the savings account, and that, following this 30-day period, the \$10,000 balance must be maintained for 60 days. Subsequently, I should receive the \$150.00 bonus within 60 days, which is a maximum of 150 days from account opening (April 18, 2017), which would be September 15, 2017. However, Bank of America has elected to restrict my deposit accounts on September 11, 2017, and permanently close them on September 20, 2017.

As of August 24, 2017, my Merrill+ Visa Signature credit card ending in [REDACTED] has vanished from my online banking profile with Bank of America, and, upon attempting to sign in to my Merrill+ rewards account, the error message “*You do not have an eligible rewards credit card account to access this website*” is displayed. **However, my Merrill+ Visa Signature card has a rewards balance of 53,159 points, which have a cash value of \$531.59.** This closure appears to have been a targeted action initiated by Bank of America to prevent my redemption of these reward points, because my Cash Rewards and Better Balance credit cards, which have no accumulated rewards, remain open.

I believe these actions by Bank of America are unlawful. I am writing to demand payment of the \$150.00 savings promotional offer and the cash value of my 53,159 Merrill+ reward points, which is a total of **\$681.59**. You may send me a check to my address on file (also listed at the top of this letter), or deposit the owed amounts to my Bank of America deposit accounts prior to September 6, 2017.

If Bank of America will not comply, I am prepared to litigate. My initial actions will be to file complaints against Bank of America to the Federal Reserve, Consumer Financial Protection Bureau, and Attorney General of Florida. Subsequently, I will sue Bank of America in Volusia County, FL civil court. In the past, I have litigated against Amazon.com, Inc. (see RICHARD THRIPP V. JEFFREY P BEZOS, ETC., Case # 2016 30054 COCI), which had favorable results.

Sincerely,
Richard X. Thrupp