



IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS GALVESTON DIVISION

ANGELIA NICOLE CAIN,

Plaintiff,

v.

CHIME FINANCIAL, INC.,

Defendants.

Case No.:3:25-cv-00291

JURY TRIAL DEMANDED

COMPLAINT

Angelia Nicole Cain (“Plaintiff”) brings this action against Chime Financial, Inc. (“Chime”), and states as follows:

INTRODUCTION

1. Plaintiff brings a claim against Chime for violations of the Electronic Funds Transfer Act, 15 U.S.C. § 1693, et seq. and common law.

PARTIES

2. Plaintiff is a natural person residing in Rosharon, Texas and is a “consumer” as that term is defined in 15 U.S.C. § 1693a(6).

3. Defendant Chime is a financial institution that maintains its principal place of business at 101 California St, Fl 5, San Francisco, CA 94111 and is authorized to conduct business in the State of



Texas, including within this District. Chime may be served through its registered agent, VCorp Agent Services, Inc., located at 1999 Bryan Street, Suite 900 Dallas, TX 75201.

JURISDICTION AND VENUE

4. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1693m.

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1) because Defendant resides in this District.

FACTS

6. At all relevant times, Plaintiff's Chime Account was an "account" and constituted an "account" as defined by 15 U.S.C. § 1693a(2) and 12 C.F.R. 1005.2(b)(1).

7. In or around April 18, 2025 Plaintiff was in Houston and was performing ordinary transactions with her Chime card, including ATM withdrawals. Plaintiff's statements confirm her location for that period.

8. On or around April 20, 2025, Plaintiff noticed electronic funds transfers dated April 18, 2025, in an amount and to a recipient that she did not recognize and/or authorize.

9. Specifically, these were the unauthorized electronic funds transfers from Plaintiff's Chime Account (collectively, the "Unauthorized Transactions"):

(a) Transfer of \$3.00 on April 18, 2025 with transaction reference: La Metro Tap Web Sale LA METRO - TAP WEB SALELOS ANGELES CAUS

(b) Transfer of \$95.00 on April 18, 2025 with transaction



reference: Walgreens WALGREENS #2750 WICHITA KSUS

(c) Transfer of \$95.00 on April 18, 2025 with transaction reference: Walgreens WALGREENS #5770 WICHITA KSUS

(d) Transfer of \$95.00 on April 18, 2025 with transaction reference: Walgreens WALGREENS #5770 WICHITA KSUS

(e) Transfer of \$95.00 on April 18, 2025 with transaction reference: Walgreens WALGREENS #5768 WICHITA KSUS

(f) Transfer of \$3.00 on April 18, 2025 with transaction reference: La Metro Tap Web Sale LA METRO - TAP WEB SALELOS ANGELES CAUS

(g) Transfer of \$3.00 on March 31, 2025 with transaction reference: La Metro Tap Web Sale LA METRO - TAP WEB SALELOS ANGELES CAUS

10. Plaintiff did not authorize or initiate any of the Unauthorized Transactions.

11. Plaintiff did not initiate, authorize, or consent to any transaction with Walgreens and/or La Metro on those dates and in the states where the transactions occurred.

12. Plaintiff did not provide consent to any third party to electronically transfer funds from Plaintiff's Chime Account.

Plaintiff's First Dispute of the Unauthorized Transactions with Defendant

13. On or about April 20, 2025, Plaintiff disputed the unauthorized electronic fund transfers with Defendant through Defendant's app with Claim ID: 16684867.



14. Specifically, Plaintiff disputed the April 18, 2025 Unauthorized Transactions.

15. On or about April 20, 2025, Plaintiff received a dispute reply from Defendant, in which they concluded that no error occurred, and therefore no funds will be credited to her account, and the claim is considered to be closed.

16. On May 8, 2025, Plaintiff filed an Identity Theft Report with the FTC.

Plaintiff's Second Dispute of the Unauthorized Transactions with Defendant

17. On or about May 27, 2025, Plaintiff submitted a second dispute to Defendant, via certified mail.

18. On or about June 3, 2025, Plaintiff's dispute letter was delivered to Defendant.

19. In her dispute, Plaintiff explained that she never authorized the Unauthorized Transactions and that she never provided the third party (or parties) who initiated the transactions with permission, consent, or authority to electronically transfer funds from Plaintiff's Chime Account.

20. It was practically impossible for Plaintiff to have performed the Unauthorized Transactions since the transactions happened in Wichita and Los Angeles, which are hundreds of miles away from Houston.

21. Plaintiff was in Houston during these transactions, as evidenced by her other, authorized transactions.

22. If Defendant conducted a reasonable investigation, it would have realized that Plaintiff could not have initiated the



Unauthorized Transactions since she was in Houston when those transactions were initiated.

23. To date, Defendant has failed to credit Plaintiff for the Unauthorized Transactions.

24. To date, Defendant has not conducted a sufficient investigation into the Unauthorized Transactions.

25. Defendant never provided Plaintiff with the results of her second investigation.

26. Defendant failed to conduct a reasonable, good faith, or any, investigation.

27. Defendant did not have a reasonable basis for believing that the electronic fund transfers from Plaintiff's account were authorized.

28. Defendant concluded that the Unauthorized Transactions from Plaintiff's account were authorized by Plaintiff when it knew or should have known that such a conclusion could not reasonably have been drawn from the evidence available to Defendant at the time of its investigation.

29. Defendant has imposed liability on Plaintiff for the entirety of the disputed transaction of \$389.00.

30. Plaintiff is neither legally responsible nor obligated to pay the \$389.00 electronically transferred from Plaintiff's Chime Account.

31. At all relevant times, Defendant was acting by and through its agents, servants, and/or employees who were acting within the course and scope of their agency or employment, and under the direct supervision and control of the Defendant herein.



32. At all relevant times, the conduct of Defendant, as well as that of its respective agents, servants, and/or employees, was intentional, willful, reckless, grossly negligent and in utter disregard for federal law and the rights of Plaintiff herein.

33. As a direct and proximate result of the foregoing, Plaintiff suffered out of pocket damages of at least \$389.00 from her depository account, a sum of money that, for Plaintiff and her family, is material.

34. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damage by loss of ability to purchase and benefit from her depository funds; out of pocket losses; the expenditure of time and money disputing and trying to alert the Defendant to an unauthorized electronic fund transfer; the expenditure of labor and effort disputing and trying to have her funds returned; and emotional distress including the mental and emotional pain, anguish, fear, and worry of continued unauthorized electronic fund transfers and financial insecurity.

35. Further, Plaintiff's emotional distress has manifested into a physical medical condition. Her high blood pressure has significantly worsened as a result of the distress caused by Defendant's EFTA violations. Plaintiff is now on three blood pressure medications, whereas she was previously on only one, as a result of the distress she experienced. Plaintiff has also had to get her heart scanned.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. §§ 1693, et. seq. (EFTA)

**Violation of the Electronic Fund Transfer Act and Regulation E
for Failure to Comply with Error Resolution Procedures**



36. Plaintiff re-alleges and incorporates by reference the allegations set forth in preceding paragraphs as if fully stated herein.

37. Defendant is a financial institution subject to the requirements of the EFTA.

38. Plaintiff's Chime Account at issue was established primarily for personal, family, or household purposes.

39. Plaintiff timely notified Defendant of the errors in her Chime Account.

40. The errors were unauthorized electronic funds transfers as defined by 15 U.S.C. § 1693a(12); and 12 C.F.R. 1005.2(m).

41. Defendant was required to initiate a good faith investigation pursuant to the EFTA.

42. Additionally, because the alleged error was an unauthorized electronic fund transfer, Defendant bore (and bears) the affirmative burden of proof to establish that the transfer was authorized under 15 U.S.C. § 1693g(b). See also 83 Federal Register 6364, 6382 (Feb. 12, 2018).¹

43. Besides bearing the burden of proof for the investigation, Defendant was required, and failed, to conduct a reasonable, good faith investigation into the errors on her account.

44. Defendant's actions were knowing and willful and in bad faith.

45. Defendant's conduct was in violation of 15 U.S.C. § 1693f(a).

¹ - Absent the burden of proof, the obligation to act in good faith, and to back any determination by a reasonable basis in fact, any financial institution could simply conduct a cursory or conclusory "investigation," deny the claim, and avoid any loss to itself.



46. Defendant is liable for treble damages pursuant to 15 U.S.C. § 1693f(e).

47. As a result of Defendant's conduct, action, and inaction, Plaintiff suffered damages as described herein.

48. As a result of each and every violation of the EFTA, Plaintiff is entitled to any actual damages pursuant to 15 U.S.C. § 1693m(a)(1); statutory damages pursuant to 15 U.S.C. § 1693m(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1693m(a)(3).

COUNT II

Common Law Conversion

Plaintiff repeats and realleges the foregoing allegations as if set forth in full herein.

49. At all relevant times, Plaintiff was entitled to the exclusive use, possession, and enjoyment of the funds in her Account.

50. Defendant did not have the present right to use, take possession of, withhold funds from the Account.

51. By unlawfully refusing to permanently credit the funds back to Plaintiff, Defendant intentionally invaded, interfered with, and deprived Plaintiff of the use, possession, and enjoyment of his property without claim of right, and substantially intermeddled with Plaintiff's property without claim of right.

52. As a result of Defendant's unlawful conversion of the funds, Plaintiff has suffered damages in an amount to be determined at trial.



PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- i. Determining that Defendant negligently and/or willfully violated the EFTA;
- ii. Awarding Plaintiff actual, statutory, and treble damages as provided by the EFTA;
- iii. Awarding Plaintiff reasonable attorneys' fees and costs as provided by the EFTA;
- iv. Awarding Plaintiff punitive damages for Defendant's common law violations; and,
- v. Granting further relief, in law or equity, as this Court may deem appropriate and just.



DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby demands a trial by jury on all issues so triable.

RESPECTFULLY SUBMITTED
on this 12th day of September, 2025.

By: /s/ Yaeear Weintroub
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