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***Richards et al. v. Chime Financial, Inc., Case No. 4:19-cv-06864 (N.D. Cal.)***

**If You Were a Chime Financial, Inc. Accountholder Between October 16, 2019, and October 19, 2019, A Class Action Settlement May Affect Your Rights.**

***A Federal Court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit concerning certain Chime Financial, Inc. (“Chime”) deposit accounts, and the intermittent disruption in service that some accountholders experienced for portions of a period of time between October 16, 2019, and October 19, 2019.

The lawsuit is called *Richards et al., v. Chime Financial, Inc.*, Case No. 4:19-cv-06864 (N.D. Cal.), and is pending in the U.S. District Court for the Northern District of California. The lawsuit alleges that some holders of Chime deposit accounts experienced an intermittent disruption in service for portions of the period of time between October 16, 2019, and October 19, 2019 (the “Service Disruption”). The Defendants in the lawsuit are Chime Financial, Inc. (“Chime”), The Bancorp Inc. (“Bancorp”), and Galileo Financial Technologies, LLC (formerly known as Galileo Technologies, Inc.) (“Galileo”) (and collectively “Defendants”). Defendants in the lawsuit deny that they are or can be held liable for the claims made in the lawsuit. The Settlement does not establish who is correct, but rather is a compromise to end the lawsuit.

- “Settlement Class Members”: Members of the Settlement Class are all consumers who attempted to and were unable to access or utilize the functions of their accounts with Chime, as confirmed by a failed transaction or a locked card as recorded in Chime’s business records, beginning on October 16, 2019, through October 19, 2019, as a result of the Service Disruption. Eligible Settlement Class Members will have been emailed notice of their eligibility, and Settlement Class membership will be verified against that emailed list. The Settlement Class does not include (a) the Court; (b) the officers and directors of Defendants; (c) Persons who properly execute and file a timely request for exclusion from the Settlement Class; and (d) Persons who have been separately represented by counsel for matters of, and have settled, claims related to the Service Disruption with any of Defendants.
- Settlement Class Members are eligible to receive the following relief:
  - Cash Reimbursement for Losses Without Documentation: Settlement Class Members who attempted to and were unable to use their cards to access or spend their account funds between October 16, 2019, and October 19, 2019, and who claim they suffered a financial or other loss as a result of the Service Disruption but do not have or do not wish to provide Reasonable Documentation, as defined in the Settlement Agreement (including receipts, account statements, letters or records from employers confirming payments or losses, and letters from landlords confirming payments or losses), will be eligible for a payment up to twenty-five dollars (\$25.00) as described below. This payment will be reduced by amounts that Settlement Class Members already received from Chime for the Service Disruption. The Settlement Administrator will post additional information about the payment amount on [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com) if necessary.
  - Cash Reimbursement for Losses With Supporting Documents: Settlement Class Members who attempted to and were unable to utilize the functions of their accounts with Chime, from October 16, 2019, to October 19, 2019, and who suffered a financial or other loss as a result of the Service Disruption, and provide Reasonable Documentation to support this loss, will be eligible for a payment of up to seven hundred and fifty dollars (\$750.00) as described below. This payment will be reduced by amounts that Settlement Class Members already received from Chime for the Service Disruption. The Settlement Administrator will post additional information about the payment amount on [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com) if necessary.
  - Election of Reimbursement Method: Settlement Class Members may elect to obtain cash reimbursement without documentation or with documentation, as detailed above, but may not obtain cash reimbursement for both categories.

- Defendants will pay a minimum of one and one-half million dollars (\$1,500,000.00) for the tiered Claims for financial or other losses detailed above. If the Claims submitted for financial or other losses do not equal or exceed the minimum of one and one-half million dollars (\$1,500,000.00), the difference will be donated by Defendants to the East Bay Community Law Center as approved and directed by the Court.
- This Settlement also accounts for additional benefits that Defendants have provided already to Settlement Class Members. These benefits include a ten dollar (\$10.00) credit to Settlement Class Members with an active Chime account that was issued on or about November 14, 2019, and a credit to Settlement Class Members with an active Chime account who incurred certain transaction fees during the Service Disruption to cover those fees. For more information on the previously provided benefits, please visit [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com).
- Defendants have also agreed to pay, subject to the Court’s approval and up to amounts as identified in the Settlement Agreement, the cost of notice and administration of the Settlement, the Service Awards to the Class Representatives, and Class Counsel’s attorneys’ fees, costs, and expenses.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way a Settlement Class Member may receive a payment for losses suffered as a result of the Service Disruption.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have with respect to Defendants and the issues in this case. You may download an exclusion form at <a href="http://www.RichardsServiceDisruptionClassAction.com">www.RichardsServiceDisruptionClassAction.com</a> .
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>DO NOTHING</b>	You will not receive any other payment for losses due to the Service Disruption, and you will give up your rights to sue Defendants about the issues raised in this case. You will also remain in the Class and subject to the Release.

These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments generally will be provided only after any issues with the Settlement are resolved. Please be patient.

## BASIC INFORMATION

### 1. What is this Notice and why should I read it?

The Court authorized this Notice to inform you about a proposed Settlement with Defendants. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

Judge Haywood S. Gilliam Jr. of the U.S. District Court for the Northern District of California is overseeing this class action. The case is called *Richards et al., v. Chime Financial, Inc.*, Case No. 4:19-cv-06864 (N.D. Cal.).

The persons who filed the lawsuits, Ryan Richards, Ruba Ayoub, Brandy Terbay, and Tracy Cummings, are the Plaintiffs or Class Representatives. The companies they sued, Chime Financial, Inc., The Bancorp Inc., and Galileo Financial Technologies, LLC (formerly Galileo Technologies Inc.), are the Defendants.

### 2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs—in this case, Ryan Richards, Ruba Ayoub, Brandy Terbay, and Tracy Cummings—sue on behalf of a group of people who have similar claims. Together, this group is called a “Class” and consists of “Class Members.” In a class action, the court resolves the issues for all class members, except those who exclude themselves from the class. After the Parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and recognized it as a case that should be treated as a class action for settlement purposes.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The lawsuit alleges that some holders of Chime deposit accounts experienced an intermittent disruption in service for portions of the period of time between October 16, 2019, and October 19, 2019, and accountholders experienced damages and losses as a result. The lawsuit alleges that Defendants are liable for various consumer protection, unjust enrichment, conversion, contract, and negligence claims. Defendants deny that they are or can be held liable for the claims made in the lawsuit. More information about the complaint in the lawsuit and Defendants’ responses can be found in the “Court Documents” section of the Settlement Website at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com).

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiffs or Defendants should win this case. Instead, both sides agreed to this Settlement. That way, they can avoid the uncertainty and expense of ongoing litigation, and Settlement Class Members will get compensation now rather than years later—if ever. The Class Representatives and their attorneys (“Class Counsel”) believe that the Settlement is in the best interests of the Settlement Class Members. The Settlement is not an admission of wrongdoing by any of the Defendants.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that this Settlement includes a Class of all accountholders, as identified in Chime’s business records, who were unable to access their Chime deposit accounts for portions of a period of time between October 16, 2019, and October 19, 2019, as a result of the Service Disruption. Eligible Settlement Class Members will have been emailed notice of their eligibility, and Settlement Class membership will be verified against that emailed list. Not all accountholders are Settlement Class Members. The Settlement Class does not include individuals who attempted to, and were unable to, access or spend their funds for reasons other than problems caused by technical issues arising during the Service Disruption (like insufficient balances).

This Settlement Class does not include (a) any Judge or Magistrate presiding over this Action and members of their immediate families; (b) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants have a controlling interest, and any of their current or former officers, directors,

employees, representatives, managers, members, and any other Person acting for or on behalf of Defendants; (c) Persons who properly execute and file a timely request for exclusion from the Settlement Class; (d) Persons who have been separately represented by counsel for matters of, and have settled, claims related to the Service Disruption with any of Defendants; and (e) the legal representatives, successors, or assigns of any such excluded Persons.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

This Settlement provides eligible Settlement Class Members with:

- Cash payments for losses due to the Service Disruption. A Claim Form must be timely filed in order to receive this benefit. Claims Forms must be submitted or postmarked by February 15, 2021.

#### Cash Payment

- A Claim Form must be timely submitted by mail or online at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com) to receive this benefit. Claim Forms must be submitted under the penalty of perjury.
- **Tier One:** If you are a Settlement Class Member and you suffered a financial or other loss as a result of the Service Disruption, but do not have or do not wish to provide Reasonable Documentation of losses, you will be eligible for a payment of up to twenty-five dollars (\$25.00). Payments will be reduced by amounts you already received from Defendants as a result of the Service Disruption. If the total amount of timely, valid Claims exceeds four million dollars (\$4,000,000.00), then each valid Claim shall be reduced proportionally depending on the number of valid Claims submitted by the Settlement Class. Subject to the Terms of the Agreement, if the amount of valid Claims is less than four million dollars (\$4,000,000.00), Defendants will not be obligated to make these funds available and shall keep these funds, (“**Tier 1 Residue**”), except to the extent that such funds are necessary to fully or partially satisfy Tier 2 Claims, as described below. For additional information, please see the Settlement Agreement. Claims will be subject to a verification process. The Settlement Administrator will post additional information about the payment amount on [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com), if necessary.
- **Tier Two:** If you are a Settlement Class Member and you suffered a financial or other loss as a result of the Service Disruption and provide Reasonable Documentation of losses, you will be eligible for a payment of up to seven-hundred and fifty dollars (\$750.00). Payments will be reduced by amounts you already received from Defendants as a result of the Service Disruption. If the total amount of timely, valid, documented Claims exceeds one and one-half million dollars (\$1,500,000.00), plus the Tier 1 Residue, if any, then each valid, documented Claim shall be reduced proportionally depending on the number of valid Claims submitted by the Settlement Class. If the amount of valid Claims is less than one and one-half million dollars (\$1,500,000.00), Defendants will not be obligated to make these funds available and shall keep these funds. For additional information, please see the Settlement Agreement. Claims will be subject to a verification process. The Settlement Administrator will post additional information about the payment amount on [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com), if necessary.
- **Minimum Payment:** Defendants will pay a minimum of one and one-half million dollars (\$1,500,000.00) for the tiered Claims for financial or other losses detailed above. If the Claims submitted for financial or other losses do not equal or exceed the minimum of one and one-half million dollars (\$1,500,000.00), the difference will be donated by Defendants to the East Bay Community Law Center as approved and directed by the Court.

#### Additional Benefits Provided by Defendants Pursuant to This Settlement:

To compensate accountholders for inconveniences and losses as a result of the Service Disruption, Defendants previously provided the following relief without requiring Settlement Class Members to submit a Claim:

- a. Settlement Class Members with an active account already received a credit to their account in the amount of ten dollars (\$10.00). If you are one of the Settlement Class Members who received this credit, your Claim for losses will be reduced by ten dollars (\$10.00).
- b. Settlement Class Members with an active account who incurred certain transaction fees during the Service Disruption received a credit to cover those fees.

## HOW TO GET BENEFITS

### 7. How do I make a Claim?

If you want to receive a separate payment for losses as a result of the Service Disruption, you must fill out and submit a timely, valid Claim Form. You may fill out and submit a Claim Form online at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com). Claims will be subject to a verification process. You can also download the Claim Form from the Settlement Website, call (855) 917-3581, or write to the Settlement Administrator to request that a paper copy of the Claim Form be mailed to you at: Richards v. Chime Financial Settlement Administrator, PO Box 6006, Portland, OR 97228-6006. **All Claim Forms must be received online or postmarked no later than February 15, 2021.**

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for April 1, 2021. If the Court approves the Settlement, eligible Settlement Class Members whose Claims were approved by the Settlement Administrator will be sent a check within approximately 45 days after all appeals and other reviews, if any, are completed. Please be patient. All checks will expire and become void 90 days after they are issued.

## THE LAWYERS REPRESENTING YOU

### 9. Do I have a lawyer in this case?

Yes, the Court has appointed John A. Yanchunis Sr. of Morgan & Morgan as “Lead Counsel” and Patrick A. Barthle II of Morgan & Morgan and Joshua H. Watson of Clayco C. Arnold, APC as “Class Counsel.” In addition, the Court appointed Plaintiffs Ryan Richards, Ruba Ayoub, Brandy Terbay, and Tracy Cummings to serve as the Class Representatives. They are Settlement Class Members like you. Class Counsel can be reached by calling (813) 275-5272.

### 10. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. But if you want to hire your own lawyer, you may. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to represent you.

### 11. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees, costs, and expenses that will be paid by or on behalf of Defendants separately. Class Counsel will not seek more than seven hundred and fifty thousand dollars (\$750,000.00) in attorneys’ fees, costs, and expenses. Class Counsel will also request a Service Award of five hundred dollars (\$500.00) for each of the Class Representatives, totaling two thousand dollars (\$2,000.00) for all four Class Representatives. The Court will determine the proper amount of any attorneys’ fees, costs, and expenses to award Class Counsel and the proper amount of any service award to the Class Representatives. The Court may award less than the amounts requested. Any attorneys’ fees, costs, and expenses and Service Awards that the Court awards will not reduce the benefits provided to you under this Settlement.

## YOUR RIGHTS AND OPTIONS

### 12. What claims do I give up by participating in this Settlement?

If you do not exclude yourself from the Settlement, you will not be able to sue any of the Defendants about the issues in this case, and you will be bound by all decisions made by the Court in this case, the Settlement, and its included Release. This is true regardless whether you submit a Claim Form. You can read the Settlement Agreement on [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com).

### 13. What happens if I do nothing at all?

If you do nothing, you will receive no payment under the Settlement for any losses incurred as a result of the Service Disruption. You will be in the Settlement Class, and if the Court approves the Settlement, you will also be bound by all orders and judgments of the Court, the Settlement, and its included Release. You will be deemed to have participated in the Settlement and will be subject to the provisions of Section 12 above. Unless you exclude yourself, you won't be able to file a lawsuit or be part of any other lawsuit against Defendants for the claims or legal issues resolved in this Settlement.

### 14. What happens if I ask to be excluded?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

### 15. How do I ask to be excluded?

You can ask to be excluded from the Settlement. To do so, you must send a letter or exclusion form stating that you want to be excluded from the Settlement in *Richards et al. v. Chime Financial, Inc.*, Case No. 4:19-cv-06864 (N.D. Cal.). Your letter must also include (1) your name and address; (2) the last four digits of your Chime account number; (3) a statement that you wish to be excluded from the Settlement Class; and (4) your signature. Alternatively, you may use the exclusion form found on the Settlement Website. You must mail your exclusion request, postmarked no later than February 1, 2021, to the following address:

Richards v. Chime Financial Settlement Administrator  
PO Box 6006  
Portland, OR 97228-6006

You can't exclude yourself by phone or email. Each individual who wants to be excluded from the Settlement must submit his or her own exclusion request.

A form for opting out of the Settlement will be made available on the Settlement Website at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com).

### 16. If I don't exclude myself, can I sue Defendants for the same thing later?

If you exclude yourself from the Settlement, you will receive no benefits or payment under the Settlement. However, you will not be in the Settlement Class and will not be legally bound by the Court's judgments related to the Settlement Class and Defendants in this class action.

### 17. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, do not submit a Claim Form to ask for a payment.

### 18. How do I object to the Settlement?

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Richards et al. v. Chime Financial, Inc.*, Case No. 4:19-cv-06864 (N.D. Cal.) no later than February 1, 2021. Your objection should be sent to the United States District Court for the Northern District of California at the following address:

Clerk of Court  
United States Courthouse  
450 Golden Gate Avenue  
San Francisco, CA 94102

If you are represented by a lawyer, the lawyer must file your objection through the Court's CM/ECF system. Include your lawyer's contact information in the objection.

The objection must be in writing and include the case name *Richards et al. v. Chime Financial, Inc.*, Case No. 4:19-cv-06864 (N.D. Cal.). Your objection must be personally signed by you and include, among other things, the following information: (1) your name, address, and telephone number; (2) all arguments, citations, and evidence supporting the grounds for your objection; (3) an explanation of the basis upon which you claim to be a Settlement Class Member; (4) the last four digits of your Chime account number; and (5) a statement indicating whether you are represented by counsel in connection with the objection. If you wish to appear and be heard at the hearing on the fairness of the Settlement, you or your attorney must say so in your written objection.

In addition to filing your objection with the Court, you may, but are not required to, send copies of your objection and any supporting documents to both Lead Counsel and Defendants’ lawyers at the addresses listed below:

Lead Counsel	Defense Counsel
<p style="text-align: center;">John A. Yanchunis MORGAN &amp; MORGAN COMPLEX LITIGATION GROUP 201 N. Franklin Street, 7<sup>th</sup> Floor Tampa, FL 33602</p>	<p style="text-align: center;">Thomas P. Brown PAUL HASTINGS LLP 101 California Street, Forty-Eighth Floor San Francisco, CA 94105-3441</p> <p style="text-align: center;">Fred B. Burnside DAVIS WRIGHT TREMAINE 901 5<sup>th</sup> Ave., Suite 3300 Seattle, WA 98104-1610</p>

Class Counsel will file their request for attorneys’ fees, costs, and expenses and Service Awards for the Class Representatives with the Court, which will also be posted on the Settlement Website, at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com).

**19. What’s the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don’t like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you don’t want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

**20. When and where will the Court hold a hearing on the fairness of the Settlement?**

The Court will hold the Final Approval Hearing on April 1, 2021, at the United States Courthouse, Courtroom 2 – 4<sup>th</sup> Floor, 1301 Clay Street, Oakland, CA 94612. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys’ fees and expenses and the Service Awards to the Class Representatives.

**Note:** The date and time of the Final Approval Hearing are subject to change by Court Order. Any changes will be posted at the Settlement Website, [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com), or through the Court’s Public Access to Court Electronic Records (PACER) system at [www.pacer.gov](http://www.pacer.gov).

**21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. However, you are welcome to come to the hearing at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend on your behalf, but you don’t have to.

**22. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the Final Approval Hearing concerning any part of the proposed Settlement. If you filed an objection (see Question 18 above) and intend to appear at the hearing, you must state your intention to do so in your objection.

## GETTING MORE INFORMATION

### 23. Where can I get additional information?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www.RichardsServiceDisruptionClassAction.com](http://www.RichardsServiceDisruptionClassAction.com), contact Class Counsel at (855) 275-5272, access the Court docket in this case through the Court's PACER system at [www.pacer.gov](http://www.pacer.gov), or visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, Clerk of Court, United States Courthouse, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

**PLEASE DO NOT CALL THE COURT, THE JUDGE, OR THE DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT OR CLAIMS PROCESS.**