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**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

META PLATFORMS, INC., a Delaware
corporation, and CHIME FINANCIAL, INC.,
a Delaware corporation,

Plaintiffs,

v.

ARAFAT ENIOLA AROWOKOKO (aka
ENNY HORLAR DC) and AROWOKOKO
AFEEZ OPEYEMI (aka CLASSIC RG
LEKKI SPENDER aka RG LEKKI aka
ABDUL AFEEZ OPEYEMI),

Defendants.

CASE NO.:

**COMPLAINT; DEMAND FOR JURY
TRIAL**

Plaintiffs Meta Platforms, Inc. (“Meta”) previously known as Facebook, Inc. and Chime Financial, Inc. (“Chime”) allege the following against Defendants Arafat Eniola Arowokoko and Arowokoko Afeez Opeyemi:

INTRODUCTION

1. Meta and Chime jointly bring this action to stop Defendants’ unlawful online impersonation scheme directed at Meta and Chime users. Since at least March 2020, and continuing until at least October 2021, Defendants engaged in a phishing scheme whereby they impersonated Chime online in order to deceive Meta’s users and obtain the login information for their Chime member accounts. For example, Defendants used Chime-impersonating Instagram accounts to promote fake online financial services and direct users to Chime-branded phishing websites. These phishing websites prompted users to enter their Chime usernames and passwords with the goal of compromising users’ Chime member accounts to withdraw funds.

2. Since June 5, 2020, Meta has taken several enforcement actions against Defendants, including disabling Facebook and Instagram accounts, blocking Chime-impersonating domains on its services, and sending cease-and-desist letters. In addition, Chime has vigorously policed infringing uses of its trademarks online and has taken action to disable Defendants’ unauthorized access to legitimate Chime member accounts. Despite Meta’s and Chime’s enforcement, as recently as at least October 2021, Defendants continued to unlawfully impersonate Chime on the internet, including by misusing Chime’s registered trademarks on Instagram. This activity infringes Chime’s registered trademarks and violates Facebook’s Terms of Service and Instagram’s Terms of Use.

PARTIES

3. Plaintiff Meta Platforms, Inc. is a Delaware corporation with its principal place of business in Menlo Park, California. Meta’s products include the Facebook and Instagram apps.

4. Plaintiff Chime Financial, Inc. is a Delaware corporation with its principal place of business in San Francisco, California.

5. Defendant Arafat Eniola Arowokoko, also known as “Enny Horlar Dc,” is a resident of Nigeria. As part of the scheme, between no later than February 12, 2020 and October 22, 2021,

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Defendant Arowokoko created and used more than 650 Instagram accounts to impersonate Chime with the goal of compromising Chime's members' accounts for profit.

6. Defendant Arowokoko Afeez Opeyemi, also known as "Classic Rg Lekki Spender," "Rg Lekki," and "Abdul Afeez Opeyemi," is a resident of Nigeria. As part of the scheme, between no later than March 11, 2020 and October 22, 2021, Defendant Opeyemi created and used more than 250 Instagram accounts to impersonate Chime with the goal of compromising Chime's members' accounts for profit.

7. To conceal their scheme, Defendants used a shared network of computers to control, in total, more than five Facebook accounts and more than 800 Instagram accounts used to impersonate Chime.

JURISDICTION AND VENUE

8. The Court has federal question jurisdiction over the federal causes of action alleged in this Complaint pursuant to 15 U.S.C. § 1121, 28 U.S.C. § 1331 and 28 U.S.C. § 1338(a).

9. The Court has supplemental jurisdiction over the state law causes of action alleged in this Complaint pursuant to 28 U.S.C. § 1367 because these claims arise out of the same nucleus of operative fact as the federal claims.

10. The Court also has jurisdiction over all the causes of action alleged in this Complaint pursuant to 28 U.S.C. § 1332 because complete diversity between the Plaintiffs and Defendants exists, and because the amount in controversy exceeds \$75,000.

11. In connection with the impersonation scheme, Defendants created and used multiple Facebook accounts and thereby agreed to Facebook's Terms of Service ("TOS"). The Court has personal jurisdiction over Defendants because Facebook's TOS contains a forum selection clause that requires this complaint be resolved by this Court, and that Defendants submit to the personal jurisdiction of this Court.

12. In connection with the impersonation scheme, Defendants created and used multiple Instagram accounts and thereby also agreed to the Instagram Terms of Use ("TOU"). The Instagram TOU contain a forum selection clause that requires this complaint be resolved by this Court, and that Defendants submit to the personal jurisdiction of this Court.

13. Defendants used websites, mobile applications, and/or technology platforms offered, operated or made available by Chime and thereby also agreed to the Chime Terms of Use (“TOU”). The Chime TOU contain a forum selection clause that requires this complaint be resolved by this Court, and that Defendants submit to the personal jurisdiction of this Court.

14. In addition, the Court has personal jurisdiction over Defendants because they knowingly directed and targeted their actions at California and at Meta and Chime, both of which have their principal places of business in California. Defendants transacted business and engaged in commerce in California by, among other things, impersonating Chime, a California-based financial technology company, for the purpose of fraudulently accessing funds entrusted to Chime. In addition, the phishing websites Defendants used in the scheme used a U.S.-based domain registrar and hosting provider.

15. Venue is proper in this Judicial District pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events giving rise to the claims alleged occurred in this District. Venue is proper pursuant to 28 U.S.C. § 1391(b)(3) because Defendants are subject to the Court’s personal jurisdiction. Venue is also proper with respect to Defendants pursuant to 28 U.S.C. § 1391(c)(3) because no defendant resides in the United States.

16. Pursuant to Civil L.R. 3-2(c), this case may be assigned to either the San Francisco or Oakland division because Meta is located in San Mateo County.

FACTUAL ALLEGATIONS

A. Background on the Facebook and Instagram Platforms

17. Facebook is a social networking website and mobile application that enables its users to create their own personal profiles and connect with each other on their personal computers and mobile devices. As of December 2021, Facebook daily active users averaged 1.93 billion and monthly active users averaged 2.91 billion, worldwide.

18. Instagram is a photo and video sharing service, mobile application, and social network that, among other things, allows users to send and receive direct messages to and from other users. As of 2020, Instagram had over one billion active accounts worldwide.

19. At all times relevant to this action, Meta Platforms, Inc. (formerly known as

Facebook, Inc.) has operated Facebook and Instagram. Since April 2018, the Instagram TOU has stated that the Instagram TOU constitute an agreement between Instagram users and Facebook, Inc., now known as Meta.

B. Facebook's and Instagram's Terms and Policies ("the Terms")

20. All Facebook users agree to Facebook's TOS (available at <https://www.facebook.com/terms/php>) and other rules that govern access to and use of Facebook, which also include the Facebook Community Standards (available at <https://transparency.fb.com/policies/community-standards/>).

21. All Instagram users agree to Instagram's TOU (available at https://help.instagram.com/478745558852511/?helpref=hc_fnav) and to other rules that govern access to and use of Instagram, including the Instagram Community Guidelines (available at https://help.instagram.com/477434105621119/?helpref=hc_fnav).

22. Section 3.1 of the Facebook TOS requires users to "[u]se the same name that [they] use in everyday life," "[p]rovide accurate information about [them]self," "[c]reate only one account ([their] own)," and use that account "for personal purposes," and prohibits users from using Facebook if Meta "previously disabled [a user's] account for violations of [the TOS] or [Facebook] Policies."

23. Section 3.2.1 of the Facebook TOS prohibits users from: (a) doing anything "unlawful, misleading, [] or fraudulent"; (b) doing anything that "infringes or violates someone else's rights, including their intellectual property rights"; and (c) "breach[ing] [the Facebook TOS], [Facebook] Community Standards, and other Terms and Policies that apply to [a user's] use of Facebook."

24. The Facebook Community Standards expressly prohibit "deceiving others to generate a financial or personal benefit to the detriment of a third party or entity through . . . financial scams." The Community Standards further prohibit users from "impersonat[ing] others by . . . creating an account assuming to be or speak for another person or entity."

25. Instagram's TOU prohibit users from (a) "do[ing] anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose"; (b) "do[ing] anything that violates someone

else's rights, including intellectual property"; (c) "impersonat[ing] someone or something you aren't"; (d) "violat[ing] . . . [Instagram] Terms or [Instagram] policies"; and (e) using Instagram if Meta "previously disabled your account for violation of law or any of [Instagram's] policies."

26. The Instagram Community Guidelines prohibit "impersonat[ing] others and . . . creat[ing] accounts for the purposes of violating our guidelines or misleading others."

C. Meta's Measures to Help Businesses Facing Harm On Its Platforms

27. Meta prohibits Facebook and Instagram users from impersonating others and from posting content that infringes third-parties' intellectual property rights or is otherwise unlawful. *See, e.g.*, Facebook TOS, Sections 3.1 and 3.2.1; Facebook Community Standards; Instagram TOU, Instagram Community Guidelines. Meta has a variety of measures and tools in place to help businesses facing harm on its platforms.

28. For example, Meta offers "verified badges" on Facebook and Instagram, which show that an account is the authentic presence of the creator, public figure, celebrity, or global brand it represents. *See* <https://www.facebook.com/business/learn/lessons/verify-facebook-instagram-account>. Brands may apply for verification by filling out a publicly available form. Meta's verification team reviews the applications based on a number of inputs to determine whether an account is eligible to be verified. *Id.*

29. In addition, Meta makes available dedicated communication channels for rights-holders to report posts or other user-generated content they believe to infringe their intellectual property rights, including dedicated reporting forms for trademark violations. Meta reviews these reports and, if a report is complete and valid, removes the reported content. Meta also notifies both the reporter and the violating user of the fact of and reason for the removal. Meta also makes available dedicated communication channels for persons to report impersonating accounts and Pages.

D. Background on Chime and Chime's Intellectual Property Rights

30. Chime is a financial technology company that was founded in 2013 and first began offering services to consumers in 2014. The company provides innovative financial technology products and services, which include offering various options for opening savings and spending

accounts, allowing customers to utilize a CHIME-branded payment card in partnership with Visa, and offering a mobile app to allow customers to seamlessly manage their finances, transfer money, and track spending.

31. Chime has quickly become one of the best-known and most valuable financial technology brands in the marketplace, and has gained the attention of several prominent investors who have helped to launch the brand into the mainstream and boost its recognition as a trusted, secure, and reliable platform for financial services.

32. Since 2014, Chime has consistently and exclusively offered its products and services under the CHIME brand and mark, including the stylized Chime logo shown below (collectively, the “Chime Marks”):



33. Each year, Chime allocates significant time and resources on advertising to promote its products and services offered under the Chime Marks in the United States, including via its official website, <https://www.chime.com/>, through its mobile app, Chime – Mobile Banking, which is available on the Apple App Store as well as the Google Play Store, via social media at <https://www.facebook.com/chime>, <https://www.instagram.com/chime/>, and <https://twitter.com/chime>, and through television, print and digital advertising.


34. By virtue of its extensive advertising and promotion, and as a result of Chime’s successful efforts in developing and providing innovative, trustworthy and secure products and services in the fintech space, the Chime Marks have become instantly recognizable to the public as exclusively denoting Chime as the source of the products and services offered under the Chime Marks. In addition to being inherently distinctive, the Chime Marks have acquired substantial goodwill and strong secondary meaning and are enormously valuable assets of Chime.

35. Along with its robust common law rights, Chime also owns federal registrations and pending applications for the Chime Marks, including:

<u>Mark</u>	<u>Reg'n/App No.</u>	<u>Reg'n Date</u>	<u>Class and Goods/Services</u>
CHIME	4,728,805	04/28/2015	IC 9: Downloadable software in the nature of a mobile application to allow users to search, identify, and redeem loyalty reward offers IC 36: Financial services, namely, credit and debit card services; loyalty program payment processing services
CHIME	6,053,385	05/12/2020	IC 9: Magnetically encoded debit cards; Downloadable computer application software for mobile phones, tablets, handheld computers and mobile devices, namely, software for accessing, viewing and managing checking accounts, credit card accounts and savings accounts, paying bills and transferring money IC 36: ATM banking services; Banking services; Bill payment services; Checking account services; Credit and loan services; Financial services, namely, electronic remote check deposit services; Money transfer; On-line banking services; Savings account services
chime	90/906,784	N/A	IC 009: downloadable software allowing users to search, identify, and redeem loyalty reward offers; magnetically encoded debit cards and credit cards; downloadable software for mobile phones, tablets, handheld computers and mobile devices, namely, software for accessing, viewing and managing checking accounts, credit card accounts and savings accounts, paying bills, conducting financial transactions and transferring money; downloadable software for family financial management, namely, to facilitate financial control, auditing, and to allow communication between users;

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			<p>downloadable software for processing electronic funds transfers and payments made via credit card, debit card, and electronic check; downloadable software to facilitate electronic, mobile and online payments</p> <p>IC 035: monitoring consumer credit reports and providing an alert as to any changes therein for business purposes; business advice and business information relating to finance, loans, and credit monitoring; consultancy services regarding business succession, transition, and termination strategies; business administration of user loyalty programs featuring discounts and rebates for the services of others; providing incentive award programs through issuance and processing of points for the purchase of goods and services of others; promoting the sale of goods of others through electronic promotions and discounts; administration of consumer loyalty programs</p> <p>IC 036: financial services, namely, credit and debit card services; loyalty program payment processing services; ATM banking services; banking services; bill payment services; checking account services; credit, financing and loan services; financial services, namely, electronic remote check deposit services; electronic money transfer; online banking and financial services; savings account services; debit account services featuring a computer readable card; consumer credit consultation; consumer lending services; financial planning and advisory services; financial asset management; financial planning</p>
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			<p>for retirement; financial counseling services</p> <p>IC 041: providing online non-downloadable publications in the nature of articles in the fields of banking, finance, loans, and credit monitoring</p> <p>IC 042: software as a service allowing users to search, identify, and redeem loyalty reward offers; software as a service for accessing, viewing and managing checking accounts, credit card accounts and savings accounts, paying bills, conducting financial transactions and transferring money; software as a service for family financial management, namely, to facilitate financial control, auditing, and to allow communication between users; software as a service for processing electronic funds transfers and payments made via credit card, debit card, and electronic check; software as a service to facilitate electronic, mobile and online payments</p>
	90/906,790	N/A	<p>IC 009: downloadable software allowing users to search, identify, and redeem loyalty reward offers; magnetically encoded debit cards and credit cards; downloadable software for mobile phones, tablets, handheld computers and mobile devices, namely, software for accessing, viewing and managing checking accounts, credit card accounts and savings accounts, paying bills, conducting financial transactions and transferring money; downloadable software for family financial management, namely, to facilitate financial control, auditing, and to allow communication between users; downloadable software for processing electronic funds</p>

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			<p>transfers and payments made via credit card, debit card, and electronic check; downloadable software to facilitate electronic, mobile and online payments</p> <p>IC 035: monitoring consumer credit reports and providing an alert as to any changes therein for business purposes; business advice and business information relating to finance, loans, and credit monitoring; consultancy services regarding business succession, transition, and termination strategies; business administration of user loyalty programs featuring discounts and rebates for the services of others; providing incentive award programs through issuance and processing of points for the purchase of goods and services of others; promoting the sale of goods of others through electronic promotions and discounts; administration of consumer loyalty programs</p> <p>IC 036: financial services, namely, credit and debit card services; loyalty program payment processing services; ATM banking services; banking services; bill payment services; checking account services; credit, financing and loan services; financial services, namely, electronic remote check deposit services; electronic money transfer; online banking and financial services; savings account services; debit account services featuring a computer readable card; consumer credit consultation; consumer lending services; financial planning and advisory services; financial asset management; financial planning for retirement; financial</p>
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			counseling services
			IC 041: providing online non-downloadable publications in the nature of articles in the fields of banking, finance, loans, and credit monitoring
			IC 042: software as a service allowing users to search, identify, and redeem loyalty reward offers; software as a service for accessing, viewing and managing checking accounts, credit card accounts and savings accounts, paying bills, conducting financial transactions and transferring money; software as a service for family financial management, namely, to facilitate financial control, auditing, and to allow communication between users; software as a service for processing electronic funds transfers and payments made via credit card, debit card, and electronic check; software as a service to facilitate electronic, mobile and online payments

36. Printouts detailing the registration and application information for the above marks are attached hereto as **Exhibit A**. The above-referenced registrations are valid, well-known, subsisting, and in full force, and serve as prima facie evidence of Chime's exclusive rights in and to the Chime Marks. Additionally, Reg. No. 4,728,805 referenced above has become incontestable under Section 15 of the Lanham Act, 15 U.S.C. § 1065, and thus constitutes conclusive evidence of Chime's exclusive right to use this mark in connection with the products and services specified in the registration pursuant to Sections 7 and 33 of the Lanham Act, 15 U.S.C. §§ 1057, 1115(b).

E. Chime's Monitoring and Enforcement Measures to Protect its Intellectual Property Rights

37. Chime is committed to protecting and safeguarding its intellectual property rights and assets in order to ensure that Chime's unique and valuable brand is strengthened and preserved.

Moreover, Chime invests substantial time and resources in intellectual property enforcement programs and strategies to protect consumers and clients from infringing, unauthorized, and fraudulent services.

38. As part of its enforcement efforts, Chime has successfully worked to take down several fraudulent, infringing, and unauthorized websites and accounts, including social media accounts using the Chime Marks to advertise and purportedly offer financial services.

39. Chime works closely with entities that provide online brand enforcement services to monitor, flag, and take down infringing domain names that use the Chime Marks and variants, and has taken down numerous websites, many of which are hosted on the GoDaddy domain name registrar. In addition, Chime works with registrars directly to initiate takedowns through the relevant registrars' complaint and takedown procedures.

40. Chime also utilizes online brand protection tools to monitor websites and social media platforms for infringing uses of the Chime Marks and works to remove infringing sites and accounts which are making unauthorized use of Chime's intellectual property. Oftentimes, the owners of these websites and accounts pose as Chime in an effort to lure Chime members into providing these bad actors with personal information, including login information for the Chime members' accounts. Bad actors—like the Defendants—try to gain access to Chime customers' accounts by sending direct messages to unsuspecting Chime customers on social media sites, requesting that they provide their Chime account login information or by luring the Chime customers to fake CHIME-branded phishing websites.

41. Because the Chime Marks are infringed for the purpose of tricking unsuspecting Chime members into disclosing their account details or other confidential information about their Chime accounts, Chime closely monitors use of its website, mobile applications and technology platforms for suspicious activity and takes swift and appropriate measures to investigate and address unauthorized access to member accounts. Chime also provides a mechanism by which its members can report suspicious activity and dispute unauthorized transactions.

42. Despite the significant expenditure of time and resources Chime allocates to monitoring and enforcement strategies, Chime has suffered, and continues to suffer, harm as a result

of Defendants' unlawful activities.

43. Chime is bringing this action to deter Defendants' unauthorized use of Chime's name and marks, including, but not limited to, Defendants setting up fake imposter Instagram accounts to dupe unsuspecting Instagram users into thinking that they are communicating with Chime when they are not and to entice these users to provide the Defendants with confidential information about the Chime members' accounts.

F. Overview of Defendants' Phishing Scheme

44. Since at least March 2020, Defendants have used a network of Instagram accounts to impersonate Chime and lure Instagram users to Chime-branded phishing websites, in violation of the Terms.

45. On information and belief, at the phishing websites, Defendants collected Chime members' login credentials and used them to withdraw money from their accounts. These phishing websites used, without authorization, the Chime Marks, including but not limited to the Chime logo, the word "Chime" in the URL, and images taken from the Chime's official website available at www.chime.com (the "Official Chime Website"), to purportedly offer online banking services. The phishing websites also prompted visitors to provide their Chime login information (email and password).

46. **Figure 1** is the Official Chime Website featuring Chime's logo and images of Chime's mobile app and a Chime-branded Visa card. **Figure 2** depicts one of the phishing websites used by Defendant Arowokoko, available at <https://chime62.godaddysites.com> as of August 3, 2021 making unauthorized infringing use of the Chime Marks and misusing the branding from the Official Chime Website, including the logo and images of Chime's mobile app and a Chime-branded Visa Card.

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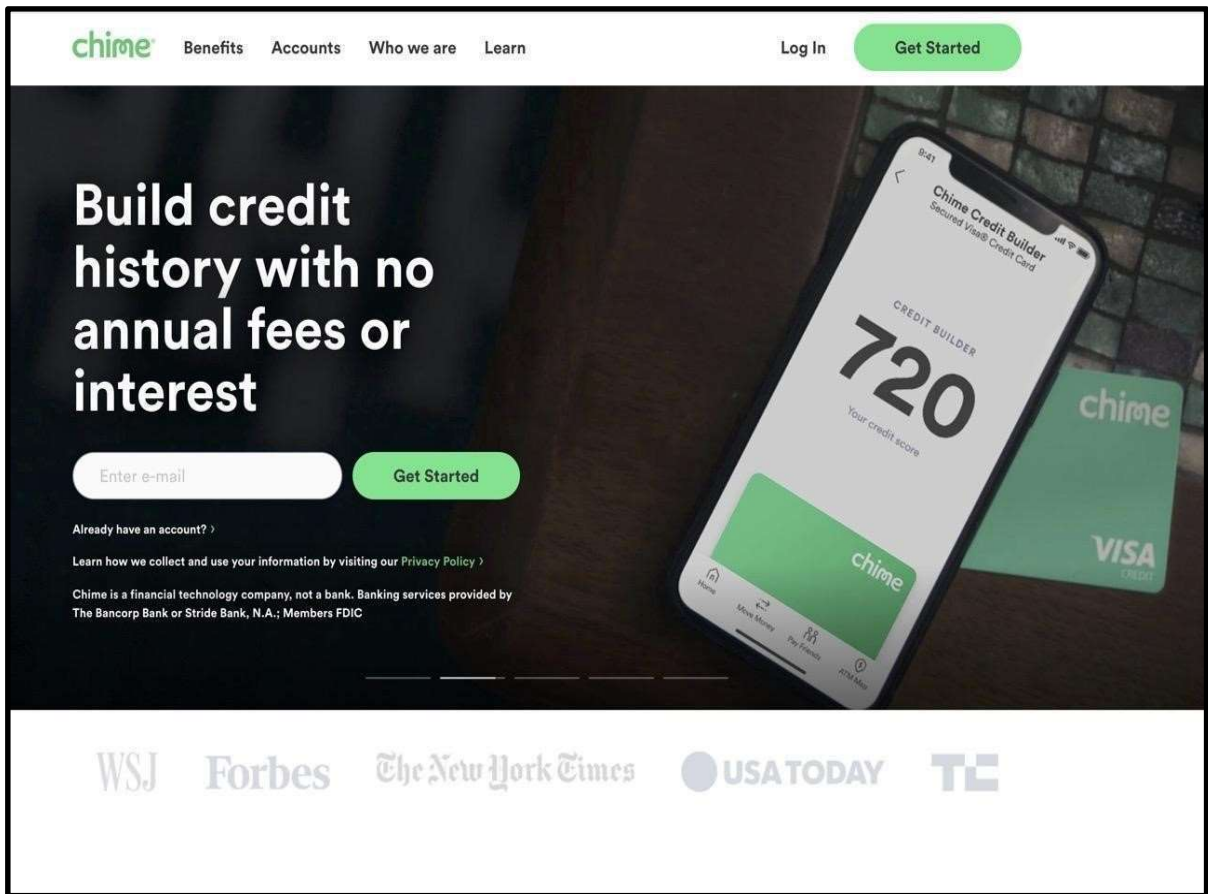
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Figure 1: Official Chime Website chime.com



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Figure 2: Example Phishing Website chime62.godaddysites.com as of August 3, 2021

chime®

Get Started

Banking that has your back

ENTER YOUR INFORMATION BELOW TO ACTIVATE YOUR BONUS

Phone Number *

Email *

Password *

Ⓜ Add A Valid Chime Debit Card

Attachments (0)

PROCEED

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Chime

ENTER VERIFICATION CODE

Email *

Verification Code *

VERIFY

This site is protected by reCAPTCHA and the Google Privacy Policy and Terms of Service apply.

Copyright © 2021 Chime - All Rights Reserved.

Powered by Chime

Page URL: <https://chime62.godaddysites.com/>

47. Defendants used spurious marks that are identical to, or substantially indistinguishable from, or are otherwise confusingly similar to, the Chime Marks online, including on phishing websites and/or on Facebook and Instagram, without Chime’s authorization. Chime has not authorized or licensed Defendants’ use of its intellectual property, including but not limited to the Chime Marks.

G. Defendants Accepted the Facebook and Instagram Terms

48. Beginning no later than March 2020, Defendants accepted and were bound by the Terms. Defendants created and used multiple Facebook and Instagram accounts and agreed to the Facebook TOS and Community Standards and the Instagram TOU and Community Guidelines. In total, Defendants controlled more than five Facebook accounts and more than 800 Instagram accounts across multiple devices. Many of these accounts used the Chime logo as their profile photo and the word “Chime” with varied spellings in the username, such as “_ch_im_e_” and “chime942.”

H. Defendants Impersonated Chime in Violation of the Facebook and Instagram Terms

49. Between no later than March 2020 and October 2021, Defendants used their network of Chime-branded Facebook and Instagram accounts to impersonate Chime in violation of the Terms. For example, Defendants used Chime-branded usernames, domains, and/or profile photos in these accounts without Chime’s authorization. *See, e.g., Figures 3-5.*

50. For example, on July 28, 2020, Defendant Arowokoko created an Instagram account with the username “chim_45.” On the same day, Defendant Arowokoko changed the account’s username to “_ch_im_e_” and used the Chime logo, without Chime’s authorization, as the account’s profile photo to advertise and promote purported online banking services, as seen in **Figure 3.**

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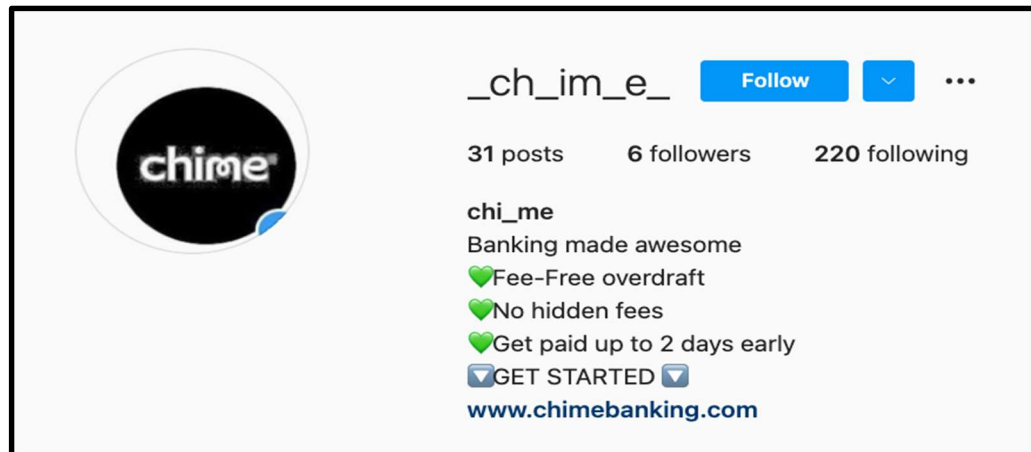
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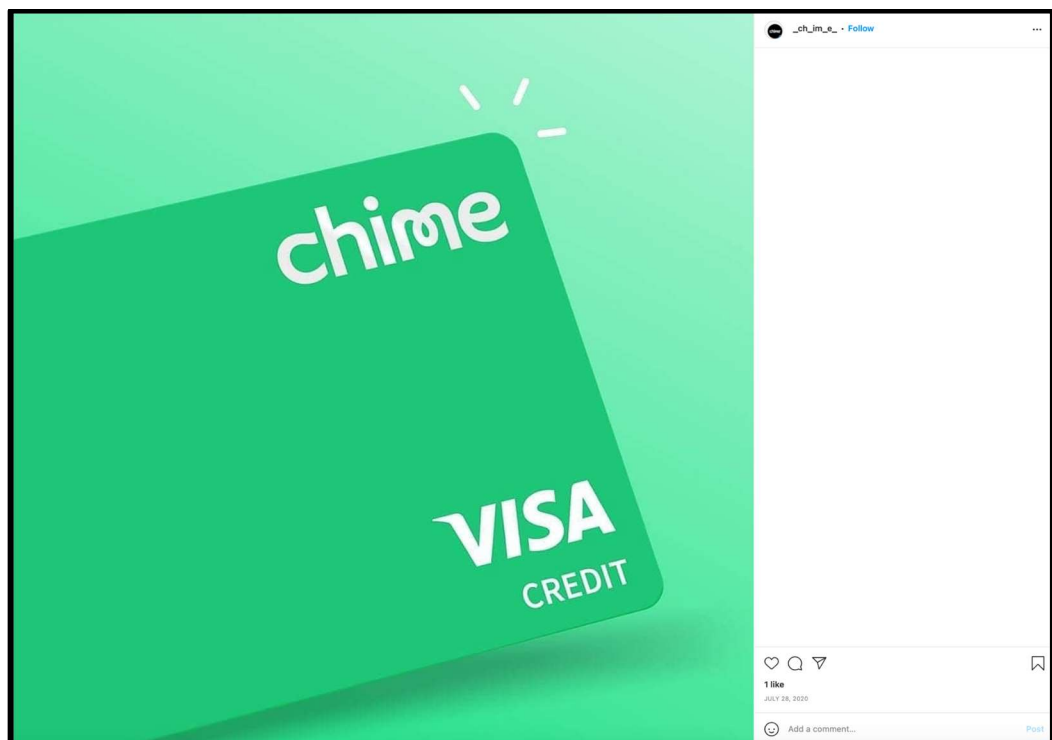
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Figure 3: Defendant Arowokoko’s “_ch_im_e_” Instagram Account Bio & Profile Photo



51. On July 28, 2020, Defendant Arowokoko used this account to post an image featuring Chime’s logo and signature green color scheme as seen in **Figure 4**, which was copied from Chime’s official Instagram account, for the purpose of duping unsuspecting Instagram users into believing that Arowokoko’s account was, in fact, a real Chime account or was otherwise authorized by Chime, when it was not.

Figure 4: Defendant Arowokoko’s July 28, 2020 Post Copied from Chime’s Official Instagram Account

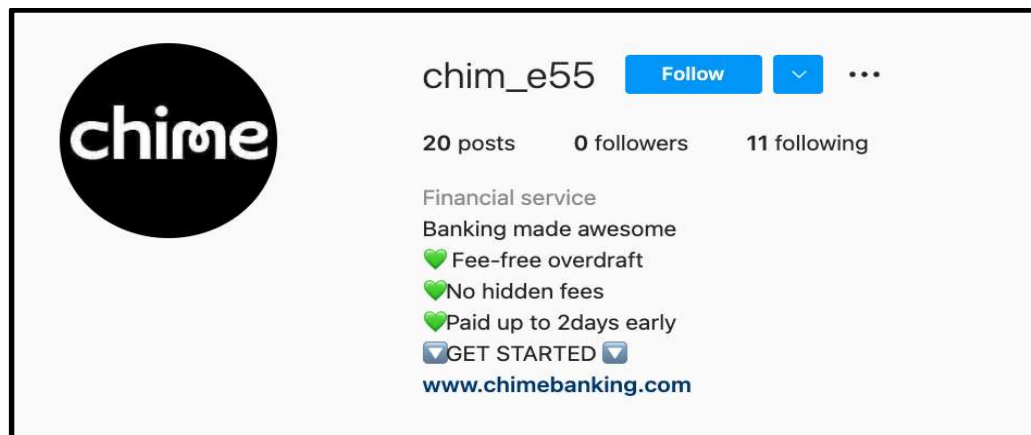


52. On August 24, 2020, Meta disabled Defendant Arowokoko's "_ch_im_e_" account for violating Instagram's Terms.

53. Chime has also taken action to disable Arowokoko's unauthorized access to legitimate Chime member accounts.

54. On July 18, 2020, Defendant Opeyemi created an Instagram account with the username "chim_e55" and used the Chime logo, without Chime's authorization, as the account's profile photo to advertise and promote purported online banking services, as seen in **Figure 5**.

Figure 5: Defendant Opeyemi's "chim_e55" Instagram Account Bio & Profile Photo



55. On July 18, 2020, Defendant Opeyemi used this account to post an image featuring Chime's logo and signature green color scheme as seen in **Figure 6**, which was copied from Chime's official Instagram account, for the purpose of duping unsuspecting Instagram users into believing that Opeyemi's account was, in fact, a real Chime account or was otherwise authorized by Chime, when it was not.

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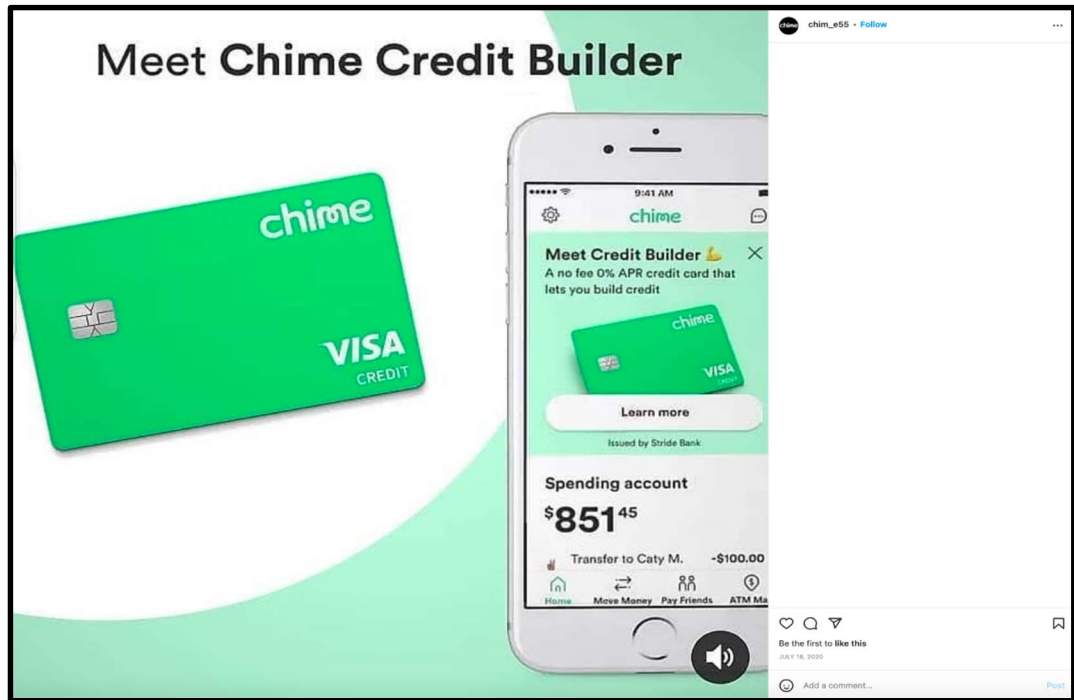
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Figure 6: Defendant Opeyemi's July 18, 2020 Post Copied from Chime's Official Instagram Account



56. On July 19, 2020, Meta disabled Defendant Opeyemi's "chim_e55" account for violating Instagram's Terms.

57. Chime has also taken action to disable Opeyemi's unauthorized access to legitimate Chime member accounts.

I. Meta's Enforcement Efforts

58. Since June 2020, Meta has taken multiple enforcement actions against Defendants for violating its Terms, including as recently as October 22, 2021. These include disabling Facebook and Instagram accounts and blocking Defendants' phishing websites from its services. In addition, on July 9, 2021, Meta sent Defendants cease-and-desist letters notifying Defendants that their conduct violated the Terms and revoking their access to Facebook and Instagram. Nonetheless, Defendants continued to create new Chime-impersonating accounts.

59. In total, between June 5, 2020 and October 22, 2021, Meta disabled more than 800 Facebook and Instagram accounts and blocked phishing websites associated with Defendants and their scheme from being accessed on Facebook and Instagram.

FIRST CAUSE OF ACTION

(By Chime against Defendants)

COUNTERFEITING (15 U.S.C. § 1114(1))

60. Chime repeats and incorporates all other paragraphs as if fully set forth herein.

61. The Chime Marks are all valid marks entitled to protection under the Lanham Act, and are registered or pending registration on the principal register in the United States Patent and Trademark Office. Plaintiff Chime is the exclusive owner and registrant (as applicable) of the Chime Marks.

62. Defendants' unauthorized use in interstate commerce of the Chime Marks for alleged services seemingly identical in type to those provided by Chime under the Chime Marks and for which the Chime Marks are registered is likely to cause confusion or to cause mistake or to deceive Defendants' customers or potential consumers and the public as to the source or sponsorship of Defendants' services. Consumers are likely to be misled into believing that Defendants' illegitimate services are offered by, licensed by, sponsored by, approved by or otherwise associated with Chime.

63. Because Defendants' alleged services incorporate the registered Chime Marks without Chime's consent, and the marks are used on and in connection with services seemingly identical in type to those provided and registered by Chime under the Chime Marks, Defendants' illegitimate CHIME-branded services are counterfeit services under 15 U.S.C. § 1116(d).

64. Upon information and belief, Defendants were on both actual and constructive notice of Chime's exclusive rights in the registered Chime Marks prior to Defendants' own use of the Chime Marks. Defendants' use of the Chime Marks is willful, in bad faith, and with full knowledge of the goodwill and reputation associated with the Chime Marks, and with full knowledge that Defendants have no right, license, or authority to use the Chime Marks or any other mark confusingly similar thereto.

65. Defendants' acts are intended to illegally reap the benefit of the goodwill that Chime has created in its Chime Marks and constitute counterfeiting in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

66. Defendants' conduct has caused and is causing immediate and irreparable injury to Chime and, unless enjoined by this Court, will continue to both damage Chime and deceive the public. Chime has no adequate remedy at law.

SECOND CAUSE OF ACTION

(By Chime against Defendants)

TRADEMARK INFRINGEMENT (15 U.S.C. § 1114(1))

67. Chime repeats and incorporates all other paragraphs as if fully set forth herein.

68. The Chime Marks are all valid marks entitled to protection under the Lanham Act, and are registered or pending registration on the principal register in the United States Patent and Trademark Office. Plaintiff Chime is the exclusive owner and registrant (as applicable) of the Chime Marks.

69. Defendants' unauthorized use in interstate commerce of the Chime Marks for alleged services seemingly identical in type to those provided by Chime under the Chime Marks is likely to cause confusion or to cause mistake or to deceive Defendants' customers or potential consumers and the public as to the source or sponsorship of Defendants' alleged services. Consumers are likely to be misled into believing that Defendants' alleged services are offered by, licensed by, sponsored by, approved by, or otherwise associated with Chime.

70. Upon information and belief, Defendants were on both actual and constructive notice of Chime's exclusive rights in the registered Chime Marks prior to Defendants' own use of the Chime Marks. Defendants' use of Chime Marks is willful, in bad faith, and with full knowledge of the goodwill and reputation associated with the Chime Marks, and with full knowledge that Defendants have no right, license or authority to use the Chime Marks or any other mark confusingly similar thereto.

71. Defendants' acts are intended to reap the benefit of the goodwill that Chime has created in its Chime Marks and constitute infringement of Plaintiff's federally registered trademarks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

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72. Defendants' conduct has caused and is causing immediate and irreparable injury to Chime and, unless enjoined by this Court, will continue to both damage Chime and deceive the public. Chime has no adequate remedy at law.

THIRD CAUSE OF ACTION

(By Chime against Defendants)

FEDERAL UNFAIR COMPETITION (15 U.S.C. § 1125(a))

73. Chime repeats and incorporates all other paragraphs as if fully set forth herein.

74. Defendants' unauthorized use in interstate commerce of the Chime Marks constitutes false designation of origin and false representation with respect to the origin of Defendants' services. Defendants' use of the Chime Marks is likely to cause confusion, mistake, or deception as to the source of Defendants' goods and is likely to create the false impression that Defendants are affiliated with or sponsored by Chime or that their alleged services are authorized, sponsored, endorsed, licensed by, or affiliated with Chime. Defendants' actions constitute unfair competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

75. Defendants' use of the Chime Marks in connection with their own illegitimate and fraudulent services destroys the value, exclusivity and reputation of the Chime Marks.

76. Defendants' conduct has caused and is causing immediate and irreparable injury to Chime and will continue both to damage Chime and to deceive the public unless enjoined by this Court. Chime has no adequate remedy at law.

FOURTH CAUSE OF ACTION

BREACH OF CONTRACT UNDER CALIFORNIA LAW

(By Meta against Defendants)

77. Meta repeats and incorporates all other paragraphs as if fully set forth herein.

78. Defendants created and used Facebook and Instagram accounts, and agreed to the Facebook TOS, Facebook Community Standards, Instagram TOU, and Instagram Community Guidelines.

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79. Defendants breached the Facebook TOS, Facebook Community Standards, Instagram TOU, and Instagram Community Guidelines by taking the actions described above, including by using their accounts to impersonate Chime and defraud users.

80. Defendants breached the Instagram TOU by continuing to use Instagram after Meta previously disabled their accounts for violating the Instagram TOU.

81. Meta has performed all conditions, covenants, and promises required of it in accordance with their agreements with Defendants.

82. Defendants' many breaches have caused Meta to incur damages in excess of \$75,000, in an amount to be determined at trial, including significant time and expense spent investigating and taking enforcement actions against the Defendants to stop their repeated unlawful attempts to impersonate Chime on Facebook and Instagram.

83. The Defendants have demonstrated a pattern of creating new accounts after previously created accounts have been disabled, establish a pattern of recidivism and attempts to bypass Meta's prior enforcement efforts.

84. Meta is, therefore, entitled to a permanent injunction against Defendants as set forth in the Prayer for Relief below to stop Defendants' persistent breaches.

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs request judgment against Defendants as follows:

1. That the Court enter judgment against Defendants that Defendants have:
 - a. Breached Defendants' contracts with Meta in violation of California law;
 - b. Used the Chime Marks in a manner that constitutes counterfeiting in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1);
 - c. Infringed the Chime Marks in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1);
 - d. Unfairly competed with Chime in violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).
2. That the Court enter a permanent injunction enjoining and restraining Defendants and their agents, servants, employees, successors, and assigns, and all other persons

1 acting in concert or conspiring with any of them or who are affiliated with

2 Defendants from:

- 3 a. Accessing or attempting to access Meta’s services, platforms, and computer
4 systems, including Facebook and Instagram;
- 5 b. Creating or maintaining any Facebook or Instagram accounts in violation of
6 the Terms, including the Facebook TOS, Facebook Community Standards,
7 Instagram TOU, and Instagram Community Guidelines;
- 8 c. Engaging in any activity, or facilitating others to do the same, that violates
9 the Terms, including the Facebook TOS, Facebook Community Standards,
10 Instagram TOU, and Instagram Community Guidelines;
- 11 d. Using any reproduction, counterfeit, copy, or colorable imitation of the
12 Chime Marks, or any mark confusingly similar thereto, for or in connection
13 with any goods or services not authorized by Chime;
- 14 e. Engaging in any course of conduct likely to cause confusion or deception,
15 or to injure Chime’s business reputation or the Chime Marks;
- 16 f. Using any false description or representation, including words or other
17 symbols falsely to describe or represent Defendants’ unauthorized goods or
18 services as Chime’s, or as sponsored or associated with Chime, and from
19 offering such fraudulent and illegitimate goods or services into commerce;
- 20 g. Making any false or misleading representation of fact concerning their
21 affiliation with Chime, including but not limited to representing falsely that
22 they are Chime ambassadors or reps;
- 23 h. Distributing, circulating, marketing, offering, advertising, promoting,
24 displaying or otherwise disposing of any products or services not authorized
25 by Chime that bear any simulation, reproduction, counterfeit copy, or
26 colorable imitation of the Chime Marks;
- 27 i. Making any statement or representation whatsoever, or using any false
28 designation of origin or false description, or performing any act, which is or

may be likely to lead the trade or public, or individual members thereof, to believe that any alleged services offered or distributed by Defendants are in any manner associated or connected with Chime, or are licensed, sponsored, approved, or authorized by Chime;

j. Creating, operating, owning, overseeing, or otherwise exercising control over any websites, social media, chat platforms or related apps that embed, incorporate, include, display or otherwise use in any manner any of the Chime Marks, variants thereof, or marks or designations confusingly similar thereto;

k. Effecting assignments or transfers, or forming new accounts, entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in this Order, or any subsequent order or final judgment in this action.

3. Directing that Defendants turn over to Chime for impoundment and eventual destruction, without compensation to Defendants, all materials, including but not limited to physical and electronic materials, in their possession or control that contain or refer to the Chime Marks, along with all articles by means of which such unauthorized copies may be reproduced.

4. Directing that Defendants, pursuant to 15 U.S.C. § 1116(a), file with the Court and serve upon Plaintiffs, within thirty (30) days of the entry of injunction prayed for herein, a written report under oath or affirmed under penalty of perjury setting forth in detail the form and manner in which they have complied with the permanent injunction.

5. That Chime recover its damages sustained as a result of Defendants' wrongful actions.

6. That Chime recover Defendants' profits made as a result of Defendants' wrongful actions.

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7. That Chime recover three times Defendants' profits made as a result of Defendants' wrongful actions, or three times Chime's damages, whichever is greater.
8. In the alternative, that Chime be awarded statutory damages in the amount of \$2,000,000 for each of the Chime Marks counterfeited by each of the Defendants.
9. That Meta be awarded damages in an amount to be proven at trial and costs, incurred in this action, as permitted by law.
10. That Plaintiffs be awarded their costs, reasonable attorneys' fees and investigators' fees incurred in this action, as permitted by law.
11. That Plaintiffs be awarded pre-judgment interest on their judgment.
12. That Plaintiffs be awarded such other and further relief as the Court may deem just and proper.

DATED: February 8, 2022

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

By:

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-and-

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CHIME FINANCIAL, INC.

Sarah Guske
Suzanne Hengl

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury on all issues triable to a jury.

DATED: February 8, 2022

Respectfully submitted,

KILPATRICK TOWNSEND & STOCKTON LLP

By: _____

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