

1 constitute a waiver of Defendants’ rights to assert any defense or argument, or avail themselves of
2 any substantive or procedural right, including but not limited to motions pursuant to Federal Rule
3 of Civil Procedure 12, as the case progresses.

4 **I. BACKGROUND**

5 3. On March 3, 2026, Plaintiff Cabrina Murphy (“Plaintiff”) filed a putative class
6 action complaint (“Complaint” or “Compl.”) against Defendants in the Superior Court, initiating
7 the action entitled *Cabrina Murphy v. MoneyLion Technologies, Inc. et al.*, and assigned Case No.
8 26-2-07563-8 KNT (“Superior Court Action”). On March 17, 2026, Plaintiff served Defendants
9 with a copy of the summons and Complaint by effecting service on their registered agent in
10 Delaware.

11 4. Pursuant to 18 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served
12 upon Defendants is attached hereto as **Exhibit A**. Pursuant to Local Civil Rule 101(b)(1), a copy
13 of the operative complaint is also attached as **Exhibit B**. All other process, pleadings, or orders
14 filed in the Superior Court Action are attached to the Verification of State Court Records and
15 Proceedings filed concurrently with this Notice pursuant to Local Civil Rule 101(b)(5). Pursuant
16 to Local Civil Rule 101(b)(2) and (3), a certificate of service which lists all counsel who have
17 appeared in the action with their contact information, including email addresses, is appended to
18 the end of this Notice, and Plaintiff’s jury demand appears at the Prayer for Relief ¶ K in the
19 Complaint.¹ Defendants have also filed a completed Civil Cover Sheet pursuant to Local Civil
20 Rule 101(b)(4).

21 5. Plaintiff alleges that Defendants violated Washington’s Commercial Electronic
22 Mail Act (“CEMA”), RCW 19.190, *et seq.*, and also asserts a derivative claim under Washington’s
23 Consumer Protection Act (“CPA”), RCW 19.86, *et seq.*, premised on the purported CEMA
24 violations. (Compl. ¶¶ 64-84.) Plaintiff alleges that, in connection with a referral program offered
25 on Defendants’ platform, Defendants “initiat[e] commercial text messages and assist[] [their]
26

¹ Plaintiff has not submitted any separate “Jury Demand” filing in the Superior Court Action.

1 existing customers in the transmission of commercial text messages to Washington residents
2 without first obtaining the recipient’s clear and affirmative consent.” (*Id.* ¶¶ 2-3.) Plaintiff seeks
3 declaratory relief, injunctive relief, statutory damages in the amount of \$500 for each purported
4 violation of CEMA, treble damages under the CPA, pre- and post-judgment interest, attorney’s
5 fees and costs, and other relief “just and equitable under the circumstances.” (*Id.*, Prayer for Relief
6 ¶¶ D-K.)

7 6. Plaintiff, an alleged resident and citizen of the State of Washington, brings this
8 action individually and on behalf of members of a putative class consisting of Washington
9 residents.² (Compl. ¶¶ 5-6.)

10 7. Plaintiff alleges that MoneyLion Technologies and MoneyLion are each Delaware
11 corporations headquartered in New York, New York. (*Id.* ¶¶ 7-8.)

12 II. VENUE

13 8. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1441(a) and 1446(a) because
14 the United States District Court for the Western District of Washington embraces the location
15 where the Superior Court Action is pending. The King County Superior Court is located within
16 the geographic scope of the United States District Court for the Western District of Washington.
17 *See* 28 U.S.C. § 128(b). Further, removal to the Seattle Division is appropriate because the
18 Superior Court Action is being removed from King County. *See* LCR 3(e)(1).

19 III. REMOVAL IS TIMELY

20 9. Because Plaintiff served Defendants on March 17, 2026, and this Notice is filed
21 within thirty days of service (*i.e.*, on or prior to April 16, 2026), this Notice is timely under 28
22 U.S.C. §§ 1446(b) and 1453. *See* Certificate of Service, attached to Verification of State Court
23 Records and Proceedings, filed concurrently herewith; *Murphy Bros., Inc. v. Michetti Pipe*
24 *Stringing, Inc.*, 526 U.S. 344, 347-48 (1999). No previous notice of removal has been filed or
25

26 ² Specifically, the Complaint defines the proposed Class as: “All persons who, within the applicable statute of limitations period, received a MoneyLion Referral Text Message to their cellular telephone number while residing in Washington.” (Compl. ¶ 56.)

1 made with this Court.

2 **IV. GROUNDS FOR REMOVAL**

3 10. Removal based on CAFA is proper because: (i) this is a class action; (ii) minimal
4 diversity of citizenship exists between at least one putative class member and Defendants;
5 (iii) there are more than 100 members in the putative class; and (iv) given the requested statutory
6 damages, treble damages, injunctive relief, and attorneys' fees, the Complaint places in
7 controversy more than \$5,000,000, exclusive of interest and costs. *See* 28 U.S.C. §§ 1332(d)(2),
8 (d)(5)(B), (d)(6); *id.* § 1453. As such, although Defendants deny Plaintiff's factual allegations and
9 deny that Plaintiff—or the putative class she purports to represent—are entitled to the relief
10 requested in the Complaint, all requirements for jurisdiction under CAFA are met.³

11 **A. THIS IS A CLASS ACTION UNDER CAFA.⁴**

12 11. This action is a “class action” under CAFA. CAFA provides:

13 [T]he term “class action” means any civil action filed under rule 23 of the Federal
14 Rules of Civil Procedure or similar State statute or rule of judicial procedure
15 authorizing an action to be brought by 1 or more representative persons as a class
action[.]

16 28 U.S.C. § 1332(d)(1)(B). CAFA further provides, “[t]his subsection shall apply to any class
17 action before or after the entry of a class certification order by the court with respect to that action.”
18 *id.* § 1332(d)(8).

19 12. Plaintiff filed this action as a putative class action. (*See, e.g.*, Compl. at 1 (titled
20 “Class Action Complaint”); *id.* ¶ 5 (“Plaintiff brings this action as a class action on behalf of herself
21 and similarly situated Washington residents . . . ”); *id.* ¶¶ 56-63 (section entitled “Class Action
22 Allegations”); *id.*, Prayer for Relief, ¶ B (requesting “[t]hat the Court appoint Plaintiff as Class
23 Representative”).) Accordingly, this action qualifies as a “class action” under CAFA.

24
25 ³ This action does not fall within any exclusion to removal jurisdiction recognized by 28 U.S.C.
26 § 1332(d).

⁴ Defendants deny, and reserve the right to contest, Plaintiff's contention that this action can properly proceed as a class action.

1 **B. THERE IS AT LEAST MINIMAL DIVERSITY OF CITIZENSHIP.**

2 13. To satisfy CAFA’s diversity requirement, a party seeking removal must establish
3 only that minimal diversity exists—*i.e.*, that one putative class member is a citizen of a state
4 different from any defendant. 28 U.S.C. § 1332(d)(2)(A). A person’s state citizenship is
5 determined by their state of domicile at the time that the lawsuit is filed. *See Mendoza v. City of*
6 *Vancouver*, 269 F. Supp. 3d 1087, 1110 (W.D. Wash. 2017) (citing *Kanter v. Warner-Lambert*
7 *Co.*, 265 F.3d 853, 857 (9th Cir. 2001)), *aff’d*, 745 F. App’x 768 (9th Cir. 2018); *Armstrong v.*
8 *Church of Scientology Int’l*, 243 F.3d 546, at *1 (9th Cir. 2000) (unpublished) (citing *Lew v. Moss*,
9 797 F.2d 747, 750 (9th Cir. 1986)).

10 14. Plaintiff alleges that she is a resident of Burien, Washington, and she seeks to
11 represent a putative class of Washington residents who received referral text messages from
12 Defendants. (Compl. ¶¶ 6, 56.) Therefore, Plaintiff’s own allegations show that she is a citizen
13 of Washington for purposes of CAFA jurisdiction. *See, e.g., Ehrman v. Cox Commc’ns, Inc.*, 932
14 F.3d 1223, 1227 (9th Cir. 2019) (“A party’s allegation of minimal diversity may be based on
15 ‘information and belief.’” (citation omitted)).

16 15. A corporation is a citizen of each state in which it is incorporated and the state
17 where it has its principal place of business. *See* 28 U.S.C. § 1332(c)(1). A corporation’s principal
18 place of business is typically “the place where the corporation maintains its headquarters.” *Hertz*
19 *Corp. v. Friend*, 559 U.S. 77, 93 (2010). This principle also applies to CAFA’s diversity
20 requirements. *See Martinez v. Check ‘N Go of Cal., Inc.*, No. 15-CV-1864 H (RBB), 2016 WL
21 6103166, at *3 (S.D. Cal. Feb. 18, 2016) (using *Hertz* standard for purposes of CAFA diversity).

22 16. As Plaintiff alleges in the Complaint, and Defendants agree, both Defendants are
23 incorporated in Delaware and headquartered in New York, New York. (Compl. ¶¶ 7-8;
24 Declaration of Ali Jabini, filed concurrently herewith (“Jabini Decl.”) ¶ 2.) Therefore, Defendants’
25 principal place of business is New York, and they are residents of Delaware and New York. 28
26 U.S.C. § 1332(c)(1); *Hertz*, 559 U.S. at 93.

1 17. Accordingly, diversity of citizenship exists under CAFA because at least one
2 member of the putative class—Plaintiff—is a citizen of Washington, a state different than
3 Defendants’ state of incorporation and their principal place of business (Delaware and New York,
4 respectively). *See* 28 U.S.C. § 1332(d)(2)(A). Indeed, because Plaintiff seeks to represent a class
5 consisting only of Washingtonians, all class members are citizens of different states than
6 Defendants. (Compl. ¶¶ 5, 56.)

7 **C. THE PROPOSED CLASS EXCEEDS 100 MEMBERS.**

8 18. CAFA’s requirement that the proposed class consist of no fewer than 100 members
9 is met because Plaintiff alleges on information and belief that “the Class has more than 1,000
10 members.” Compl. ¶ 57; 28 U.S.C. § 1332(d)(5)(B). This is sufficient. *See, e.g., Kuxhausen v.*
11 *BMW Fin. Servs. NA LLC*, 707 F.3d 1136, 1140 (9th Cir. 2013) (finding CAFA’s numerosity
12 requirement was satisfied for jurisdictional purposes by complaint’s statement that plaintiff was
13 seeking to “provide remedies for hundreds of affected consumers”). Further, Defendants have a
14 good-faith basis to believe that at least 7,200 Washington residents received one or more text
15 messages associated with MoneyLion’s text-based referral program (the “Text Referral Program”).
16 (Jabini Decl. ¶¶ 4-5.) There should thus be no dispute that the putative class totals well over the
17 requisite 100 members for CAFA jurisdiction.

18 **D. THE AMOUNT IN CONTROVERSY EXCEEDS \$5 MILLION.⁵**

19 19. Plaintiff seeks damages, including statutory damages in the amount of \$500 for
20 each purported violation of CEMA, treble damages under the CPA, pre- and post-judgment
21 interest, and attorneys’ fees and costs. (Compl., Prayer for Relief ¶¶ H-J.) She also seeks
22

23 ⁵ This Notice addresses the nature and amount of damages that the Complaint places in
24 controversy, and Defendants refer to damages estimates solely to establish that the amount in
25 controversy exceeds the jurisdictional minimum. *See Ibarra v. Manheim Invs., Inc.*, 775 F.3d
26 1193, 1198 n.1 (9th Cir. 2015) (noting that in alleging the amount in controversy, defendants “are
not stipulating to damages suffered, but only estimating the damages that are in controversy”).
Defendants maintain that Plaintiff’s claims lack merit and that Defendant is not liable in any
amount. No statement herein shall constitute an admission of liability or a suggestion that Plaintiff
will or could actually recover any damages based upon the allegations contained in the Complaint
or otherwise.

1 injunctive relief that would purportedly require Defendants to change their practices, at
2 Defendants' expense. (*Id.*, ¶¶ D-F.) As such, based on the Complaint's allegations, and as
3 described in further detail below, the amount in controversy exceeds \$5 million. *See* 28 U.S.C.
4 § 1332(d)(2).

5 20. Although Defendants deny that Plaintiff's claims have merit and dispute that
6 Plaintiff is entitled to any of the sums or other relief sought in the Complaint, the amount-in-
7 controversy analysis considers the total amount the plaintiff has placed in controversy, not the
8 amount the plaintiff is likely to recover. *See Jauregui v. Roadrunner Transp. Servs., Inc.*, 28 F.4th
9 989, 994 (9th Cir. 2022) (CAFA's amount in controversy requirement "does not [refer to] likely
10 or probable liability; rather, it refers to *possible* liability." (emphasis added; citation omitted)); *see*
11 *also Lewis v. Verizon Commc'ns, Inc.*, 627 F.3d 395, 400 (9th Cir. 2010) ("The amount in
12 controversy is simply an estimate of the total amount in dispute, not a prospective assessment of
13 defendant's liability."). The amount in controversy includes damages, "compensatory, punitive,
14 or otherwise[], and the cost of complying with an injunction, as well as attorneys' fees awarded
15 under feeshifting statutes." *Gonzales v. CarMax Auto Superstores, LLC*, 840 F.3d 644, 648-49
16 (9th Cir. 2016). Here, Plaintiff's allegations—if accepted—easily place over \$5 million in
17 controversy, exclusive of interest and costs. *See Lewis*, 627 F.3d at 399 ("In determining the
18 amount [in controversy], we first look to the complaint.").

19 21. To determine whether it has jurisdiction, the Court must add up the value of the
20 claims of all persons (named or unnamed) who fall within the definition of the "proposed" class
21 and determine whether the resulting sum exceeds \$5 million. 28 U.S.C. § 1332(d)(6), (d)(1)(D).
22 To support removal, a removing defendant need only plausibly allege that the amount in
23 controversy exceeds CAFA's threshold. *See Dart Cherokee Basin Operating Co. v. Owens*, 574
24 U.S. 81, 89 (2014). This burden "is not daunting," and "a removing defendant is not obligated to
25 completely 'research, state, and prove the plaintiff's claims for damages.'" *Dawsey v. Travelers*
26 *Indem. Co.*, No. 3:15-cv-05188-RBL, 2015 WL 4394545, at *2 (W.D. Wash. July 16, 2015)

1 (quoting *Korn v. Polo Ralph Lauren Corp.*, 536 F. Supp. 2d 1199, 1204-05 (E.D. Cal. 2008)).
2 “[T]he amount in controversy reflects the *maximum* recovery the plaintiff could reasonably
3 recover.” *Arias v. Residence Inn by Marriott*, 936 F.3d 920, 927 (9th Cir. 2019). Thus, “[w]here
4 a removing defendant has shown potential recovery ‘*could* exceed \$5 million and the [p]laintiff
5 has neither acknowledged nor sought to establish that the class recovery is potentially any less,’
6 the defendant ‘has borne its burden to show the amount in controversy exceeds \$5 million.’” *Id.*
7 (citation omitted).

8 22. Without conceding liability, appropriateness of class treatment, appropriateness of
9 Plaintiff’s class definition, or the validity of Plaintiff’s claims for relief, the allegations, and the
10 reasonable inferences and deductions drawn therefrom, show that Plaintiff has placed over \$5
11 million in controversy.

12 23. While the Complaint does not specify any actual damages suffered by Plaintiff or
13 any putative class member, it seeks the greater of \$500 (the statutory minimum) or actual damages
14 “for each . . . electronic text message” sent in violation of the CEMA.⁶ (Compl. ¶ 82.) The
15 Complaint also seeks treble damages pursuant to RCW 19.86.090, bringing the minimum per-
16 violation amount in controversy to \$1,500. (Compl. ¶ 83; Prayer for Relief ¶ H.) *See Chabner v.*
17 *United of Omaha Life Ins. Co.*, 225 F.3d 1042, 1046 n.3 (9th Cir. 2000) (state law’s provision for
18 treble damages and attorney fees properly taken into account when determining the amount in
19 controversy).

20 24. Defendants’ business records indicate that, between March 2022 and the present,
21 at least 7,200 Washington residents may have signed up for MoneyLion services using a referral
22 code generated as part of MoneyLion’s Text Referral Program. (Jabini Decl. ¶ 4.) Use of such
23 codes generally reflects that the user received at least one text message associated with
24 MoneyLion’s Text Referral Program. (*Id.* ¶ 5.) In some cases, the user may have received multiple
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26 ⁶ Again, Defendants refer to Plaintiff’s allegations solely for purposes of determining the amount
in controversy, and do not concede or admit their correctness, including with respect to Plaintiff’s
proposed method of measuring damages under the CEMA.

1 such text messages. (*Id.*; *see also* Compl. ¶ 34 (alleging “Nudge” feature that results in follow-up
2 messages).) Thus, it is reasonable to estimate that at least 7,200 Washington residents received
3 text messages associated with MoneyLion’s Text Referral Program between March 2022 and the
4 present.

5 25. Of course, not all individuals who receive text messages associated with
6 MoneyLion’s Text Referral Program continue on to sign up for MoneyLion services using the
7 provided referral code. Therefore, the number of Washington residents who received a text
8 message associated with MoneyLion’s Text Referral Program since March 2022 is likely in excess
9 of the approximately 7,200 MoneyLion users discussed above.

10 26. Multiplying the minimum per-violation alleged damages of \$1,500 by 7,200
11 potential class members yields an amount in controversy of \$10,800,000, well over CAFA’s \$5
12 million threshold.

13 27. Plaintiff’s Complaint seeks injunctive relief, which should also be considered in
14 determining the amount in controversy. *Gonzales*, 840 F.3d at 648-49. The cost of complying
15 with Plaintiff’s requested injunction takes the amount in controversy even higher.

16 28. Finally, Plaintiff also seeks an award of attorneys’ fees under the CPA. (Compl., ¶
17 83; *id.*, Prayer for Relief ¶ J); *see* RCW 19.86.090 (authorizing attorneys’ fees). It is well-settled
18 that claims for attorneys’ fees are to be included in the amount in controversy where authorized by
19 statute. *See, e.g., Kroske v. U.S. Bank Corp.*, 432 F.3d 976, 980 (9th Cir. 2005), *cert. denied*, 549
20 U.S. 822 (2006); *Mykland v. CommonSpirit Health*, No. 3:21-CV-05061-RAJ, 2021 WL 4209429,
21 at *2 (W.D. Wash. Sept. 16, 2021) (“The amount in controversy includes damages and, if
22 authorized by statute or contract, attorney’s fees.”).

23 29. In the Ninth Circuit, the attorneys’ fee “benchmark” is 25 percent of the total
24 amount in controversy. *Paul, Johnson, Alston & Hunt v. Grawlty*, 886 F.2d 268, 272-73 (9th Cir.
25 1989). Defendants deny that any attorneys’ fees are owed to Plaintiff or the putative class, and
26 reserve the right to contest the application of a 25% benchmark in this case. However, for purposes

1 of this jurisdictional analysis only, Defendants rely on Plaintiff's allegations that attorneys' fees
2 are owed. Applying the 25% benchmark to the allegations in the Complaint, Plaintiff's request
3 for attorneys' fees places at least an additional \$2,700,000 in controversy (25% of \$10,800,000),
4 for a total amount in controversy of \$13,500,000.

5 **V. NOTICE**

6 30. Defendants will promptly serve this Notice on all parties and will file a copy of this
7 Notice with the clerk of the state court in which the action is pending, as required under 28 U.S.C.
8 § 1446(d). Defendant has paid the required removal fee to the Clerk of the Court.

9 31. This Notice is signed pursuant to and complies with Rule 11 of the Federal Rules
10 of Civil Procedure.

11 **VI. CONCLUSION**

12 32. **WHEREFORE**, Defendants respectfully remove this action from the Superior
13 Court to the United States District Court for the Western District of Washington pursuant to 28
14 U.S.C. §§ 1332(d), 1441, 1446, and 1453, and respectfully request that this Court assume full
15 jurisdiction over the cause here, as provided by law, as an action properly removed and issue all
16 necessary orders and process.

17 33. If the Court considers a remand, Defendants request the Court issue an order to
18 show cause why the case should not be remanded, allowing the parties to present briefing,
19 evidence, and argument before any remand. This procedure is appropriate because, pursuant to 28
20 U.S.C. § 1447(d), a remand order is generally not subject to appellate review.

1 Dated: April 15, 2026

COOLEY LLP

2
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*Attorneys for Defendants MoneyLion
Technologies Inc. and MoneyLion Inc.*

CERTIFICATE OF SERVICE

I certify under penalty of perjury that on April 15, 2026, I caused the following attorneys of record in the related state-court action to be served the foregoing NOTICE OF REMOVAL by the method(s) indicated:

<p>MCNAUL EBEL PLLC Kaleigh N. Boyd 600 University Street, Suite 2700 Seattle, Washington 98101 Tel: 206-467-1816 Fax: 206-624-5128 E-mail: evan@northlawpllc.com</p> <p><i>Attorneys for Plaintiff and the Proposed Class</i></p>	<p> <input type="checkbox"/> Via hand delivery <input type="checkbox"/> Via U.S. Mail, 1st Class, Postage Prepaid <input type="checkbox"/> Via Overnight Delivery <input type="checkbox"/> Via Facsimile <input checked="" type="checkbox"/> Via Email </p>
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Dated: April 15, 2026

Carlos Estrada
 Carlos Estrada