

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil

State of Minnesota by its Attorney General, Keith Ellison,

Court File No. _____

Plaintiff,

COMPLAINT

vs.

Bridge IT, Inc. d/b/a Brigit

Defendant.

The State of Minnesota, by and through its Attorney General Keith Ellison, for its Complaint against Bridge IT, Inc. dba Brigit, alleges as follows:

1. Brigit is an online payday lender that advertises its app to Minnesota consumers as promoting financial health.

2. “Get cash fast,” Brigit boasts. “Get your finances on track.” Users need not worry, Brigit suggests, because, “[o]ur founding principle is to look out for—not make a quick buck from—people in need.”

3. Little do Brigit’s users know that Brigit is an unlicensed, unregistered consumer small loan and consumer short-term lender making a modern, online variation of payday loans, and doing so in violation of Minnesota law.

4. Brigit users typically pay a monthly subscription fee to take out “Instant Cash,” a short-term loan of between \$25 and \$250 but often less than \$100, with an additional fee tacked on to access the funds “instantly” unless users opt in to the Premium subscription.

5. Even excluding the subscription fees and considering only fees paid to access an advance instantly as the “Instant Cash” name suggests, annual percentage rates paid by Minnesotans on these loans regularly exceed 300%, with some exceeding 700%. Nowhere are these extremely high rates of borrowing disclosed to the consumer.

6. Brigit has claimed that payday lending laws do not apply to its conduct because it states in its terms of service that its Instant Cash advances are “non-recourse” and that repayment is “voluntary.” Minnesota’s longstanding and robust protections applied to payday lenders and payday loans don’t apply, so the argument goes, because Brigit does not make “loans.”

7. By any basic and reasonable understanding of the term, however, Brigit’s Instant Cash advances are loans. They have “due dates” that are set when they are taken out and the loans are expected to be repaid on those due dates. They are issued only if such repayment is preauthorized (similar to post-dating a check—the method traditionally used by storefront payday lenders). And due dates can be extended through a limited number of “extension credits” that Brigit claims to grant to its users.

8. Accordingly, more than **96 percent** of Instant Cash loans Brigit has made in Minnesota through September 2025—typically to users experiencing financial hardship such that they feel compelled to take small dollar, short-term loans—are repaid.

9. And while Brigit’s terms of service characterize repayment as voluntary, it is apparent that Brigit’s own strategies are what keeps repayment rates high: requiring preauthorization of repayment from a user’s checking account or debit card, not disclosing that repayment is voluntary in the normal transaction flow, not offering any in-app mechanism to cancel payment, telling users that to extend a payment deadline they must use an “extension

credit,” and at times refusing cancellation and extension requests made to customer service. Unsurprisingly, the vast majority of the time, Brigit gets repaid.

10. Under this lending model, Brigit is making stunning profits on cash advance loans made to Minnesotans in need. Indeed, Brigit’s parent company, Upbound Inc., reported that in just the fourth quarter of 2025, Brigit made \$64.6 million in total revenue, with more than \$1.5 million in annualized revenue per full-time employee.

11. Simply put, Brigit’s Instant Cash advances are payday loans, rebranded and available at the click of a button. And Brigit has offered them for far too long without complying with the guardrails set up by the legislature to protect Minnesotans.

12. The Minnesota Attorney General brings this lawsuit on behalf of the people of the State of Minnesota to end Brigit’s illegal and harmful conduct and protect the Minnesotans falling victim to unregistered payday lenders like Brigit.

PARTIES

13. Keith Ellison, Attorney General of the State of Minnesota (hereinafter, the “Attorney General”) is authorized under Minnesota Statutes chapter 8 and has common law authority, including *parens patriae* authority, to bring this action to enforce Minnesota’s laws, to vindicate the State’s sovereign and quasi-sovereign interests, and to remediate all harm arising out of—and provide full relief for—violations of Minnesota’s laws. The law enforcement and *parens patriae* capacity in which the Attorney General brings this action is separate and distinct from his statutory duty to represent state agencies, officers, boards, or commissions. For avoidance of doubt, the Attorney General does not represent any other state agency, officer, board, or commission in bringing this action, and the Attorney General does not seek relief for any other state agency, officer, board, or commission.

14. Defendant Bridge IT, Inc. (“Brigit” or “Defendant”) is a foreign corporation incorporated in Delaware with its principal place of business located at 36 W 20th St, Floor 11, New York, NY 10011. Brigit is registered to and does conduct business in Minnesota. It has conducted business in Minnesota since January 2019.

JURISDICTION AND VENUE

15. This Court has subject matter jurisdiction over this action pursuant to Minnesota Statutes section 8.01 and common law, including the Attorney General’s *parens patriae* authority.

16. Brigit has offered consumer short-term loans and consumer small loans in Minnesota since 2019 without being registered as a consumer small loan lender with the Minnesota Commissioner of Commerce, licensed in the manner that consumer short-term lenders must be, or making the filings with the Minnesota Department of Commerce required for consumer short-term lenders.

17. This Court has personal jurisdiction over Brigit because Brigit is registered to and does business in Minnesota. Despite not being registered or licensed as required by Minnesota’s consumer small loan and consumer short-term loan laws, Brigit’s business operations include making consumer small and consumer short-term loans to Minnesota consumers via its Instant Cash product.

18. Venue in Ramsey County is proper under Minnesota Statutes section 542.09 because the causes of action arose, in part, in Ramsey County. Brigit has done business in Ramsey County, and Brigit’s unlawful acts have affected Ramsey County residents, among others.

ALLEGATIONS

I. Instant Cash – Brigit’s Cash Advance Payday Loans

19. Brigit’s Instant Cash is a product that advances cash to users who meet its criteria for these loans, with the expectation that the cash advance will be repaid from a credit account or debit card the user is required to have preauthorized to repay the funds on the date selected by Brigit.

A. Initiating an Instant Cash Advance

20. To take out an “Instant Cash” loan, a Brigit user starts by downloading the Brigit app.

21. When they open the app, the user is prompted to sign up with an email address and telephone number. In fine print on the screen, Brigit states that putting in this information and tapping “Text Code” binds the user to Brigit’s “Terms of Service,” “Arbitration and E-Sign Agreements,” and “Privacy Policy.” While the fine print includes links to Brigit’s lengthy terms of service and privacy policy, at no point is the user required to read these agreements prior to using the app.

Let's get started

Email
|

Phone

By providing your phone number and tapping 'Text Code', you agree to receive promotional emails and texts from Brigit. Message and data rates may apply. You also agree to Brigit's [Terms of Service](#), including its Arbitration and E-sign Agreements, and [Privacy Policy](#).

Text Code

22. The user then connects the app to a checking account via Plaid, a financial technology company that allows a third-party (here, Brigit) to review and analyze the user's checking account to see deposits and totals in the account.

23. For the user to be eligible to receive an Instant Cash advance loan, the connected checking account must be (1) active for at least 60 days; (2) have a balance over \$0; and (3) have 3 recurring deposits from the same source.

24. After the consumer links the app to their checking account, Brigit prompts the consumer to select a paid subscription plan. Once the consumer has selected a subscription plan and been "approved for Instant Cash," they are prompted to request an advance up to an approved amount that will be listed in the Brigit app. Often this amount is under \$100, and loans are frequently made for \$25 or \$50.

25. Brigit then identifies a repayment date which is, by default, "the customer's next expected pay day" (which Brigit anticipates based on its analysis of prior deposits and transactions in the account).

26. Brigit offers two delivery speeds to receive the Instant Cash advance. One option is "no fee" and delivers the loan within one to three business days—in other words, the no-fee option does not allow for "instant cash" as advertised. Rather, to *instantly* (typically within twenty minutes) receive the advance, users must have opted into the "Premium" pricing subscription (described further in paragraph 39-45 below). If they do not have a Premium subscription, they must pay an additional fee for "Express Delivery" of between \$0.99 and \$5.99 to receive the cash instantly.

27. The express delivery fee rates and amounts are not disclosed in Brigit's FAQs. Rather, they are referred to in the FAQs as a "small fee." Characterizing a \$3.99 fee to advance

\$50 for three or four days is inaccurate and misleading because, while \$3.99 may be considered small in absolute terms, it reflects an exorbitant cost of credit – more than 700% annual percentage rate – on such a small loan. Express delivery fees are payable at the time the user repays the advance.

28. After totaling up the amount of the advance and, as applicable, the express delivery fee, Brigit disburses the loan to the user on the payment schedule identified.

29. By using Brigit's loan platform, the consumer authorizes Brigit to debit the user's payment method (the previously discussed linked checking account or debit card) when the payment comes due. The consumer's authorization is described in Brigit's terms of service.

B. Repayment of Instant Cash

30. As noted above, Brigit debits the consumer's pre-linked checking or debit account to recover the loan, along with any incurred fees, when it comes due on the "due date" shown to the user when the user initiates the loan. A user may then extend this stated due date via an "extension credit" or, sometimes, an email request to Brigit's customer service department.

31. If the user does not have an adequate balance to repay Brigit at the time of the due date and no extension has been granted, Brigit will deduct what it can on the due date and make future deductions any time it sees positive cash flow into the account.

32. The user does not select the due date of an Instant Cash advance loan. Rather, Brigit selects the due date, which can sometimes be as little as 2 or 3 days after disbursement of a loan. While a user may affirmatively choose to repay sooner, the user is not given the option to, for instance, set repayment 60 days from disbursement. Unless the consumer affirmatively acts to request an extension or disconnect a payment mechanism as described below, the repayment is effectuated via the ACH debit and the loan is repaid.

33. Brigit has advertised that these loans are “[p]ay back when you can,” suggesting the consumer can elect to repay – or not repay – at any time. Not so. Brigit selects the due date, permits (or denies) extensions, and recoups the debt forcibly through a preauthorized deduction from the user’s checking or debit account when Brigit sees available funds.

34. To extend the repayment date of the loan, the consumer must exercise an “extension credit.” Brigit gives users one extension credit on their account to begin and automatically awards an additional extension credit each time the user pays “[two] advances in a row without using any extension on them.”

35. To avoid repayment on the due date when exercising an extension credit, however, consumers must request the extension at least three days before the scheduled due date. If they request the extension or cancel after this three-day deadline, Brigit is entitled under the terms of service to debit the account.

36. Brigit’s FAQs, which purport to explain how extensions work, do not say anything about the consumer’s obligation to repay being voluntary. Nor does Brigit describe repayment as “voluntary” anywhere in the normal flow of Brigit’s app, as it would be used to take out an Instant Cash loan. Instead, a description of the repayment as “voluntary” can only be found within the terms of service.

37. To further extend the repayment date on the loan once available extension credits have been exhausted, the user must send an email to Brigit’s customer-service email account. No functionality in the app allows the consumer to request further extensions or to cancel the repayment without contacting customer service.

38. Even when consumers email Brigit to express their desire to cancel the repayment, however, Brigit has denied extension and cancellation requests and warned users that it will not

be able to give further extensions. In those communications, discussed in paragraphs 59 through 64 below, Brigit still does not describe repayment as “voluntary.”

C. Subscription Models and Instant Cash

39. As noted above, Brigit offers the following paid subscriptions: the “Plus” plan for \$8.99 per month and the “Premium” plan for \$15.99 per month. Users must link their checking account and preauthorize repayment before signing up for these subscriptions.

40. When signing up for Brigit’s app, a user is prompted to select either the Plus or Premium subscription. The app does not disclose that a free option exists in the normal flow of sign-up. Rather, a consumer may avoid a subscription fee only by emailing Brigit’s customer service to request one prior to attempting to register through the app.

41. Brigit has identified to the Attorney General only one Minnesota consumer who has ever successfully accessed the Instant Cash product without a paid subscription, out of the tens of thousands of Minnesotans who use the product.

42. Brigit’s FAQs say that the Plus plan allows a user to “Access Instant Cash.” But express delivery fees still apply to instantly access the “Instant Cash”—i.e., to receive the advance in less than one to three business days.

43. By purchasing the Premium plan, the consumer does not need to pay additional fees to receive the cash instantly as they do with the Plus plan (or the free option if they are able to access it).

44. Signing up for either subscription plan, however, does not guarantee the consumer eligibility to use “Instant Cash.”

45. Brigit debits the user’s payment method for the subscription fee on the last day of the billing period. Users who cancel their subscriptions will still be required to pay for the month in which they cancelled the subscription, without proration.

II. “Instant Cash” Advances Are Loans

46. Brigit has attempted to evade payday loan laws by claiming that its Instant Cash product is not a loan because it is “non-recourse.”

47. A “non-recourse” loan, however, is simply a loan where mechanisms of collection are limited, and the lender cannot bring legal action to hold the borrower *personally* liable for the debt. But the loan is still owed and is indeed typically repaid from a specified asset, collateral, or other source. Indeed, Brigit can and will attempt to collect on an overdue loan through the collection mechanisms it outlines in its terms of service, specifically via pre-authorized deduction from all connected checking accounts or debit cards any time it sees cash flow into those accounts prior to the consumer affirmatively revoking ACH preauthorization given to access the product.

48. Brigit itself, as recently as March of this year, has framed its advances as “borrowed” and “owed” until the user has “satisf[ied] the full payment obligation.” And while it represents that it will not refer a user who does not pay to collections or report an unpaid loan to a credit-reporting bureau, it still emphasizes that the user has *agreed* to repayment on the *due date*: “[w]hen you take out an advance, you agree to a repayment date . . . Brigit will automatically withdraw the amount you borrowed from our bank account on the due date.”

49. Brigit’s treatment of the advance as a loan is even clearer in certain parts of its terms of service. Brigit explained as recently as March of 2026 in its terms of service that if a preauthorized payment fails due to lack of funds, the user preauthorizes further deduction attempts to attempt to recover the user’s *payment obligation*, and “[a]ny partial payment will be credited

toward the amount owed, but a partial payment does not satisfy the full payment obligation until the total amount due is paid in full.”

50. Brigit will also refuse to close an account when an Instant Cash loan is outstanding in order to preserve its ability to collect on that loan if the user ever has adequate assets for Brigit to recover from in a connected checking or debit account.

51. So while Instant Cash advances may be non-recourse loans, they are very much loans by any reasonable and ordinary definition of that term. And Brigit’s own language explaining the product to consumers reflects that Brigit itself considers an outstanding Instant Cash advance a debt, meaning an obligation that is owed until it is repaid in full.

52. And as discussed below, Brigit uses a variety of tactics to ensure repayment. For this reason, more than 96% of loans made to Minnesotans from 2019 through September 2025 were repaid. The totality of the circumstances confirm that Brigit is acting as a payday lender that will get its money back and at a relatively steep cost to the consumer.

A. Brigit’s Steps to Ensure Repayment of Its Instant Cash Loans

53. Brigit is not a charity. Brigit is neither a non-profit nor a B Corporation. Rather, Brigit is a for-profit corporation that expects its loans to be repaid and takes numerous steps to ensure that the vast majority of them are. And it makes stunning profits on these products – more than \$200 million in 2025 alone.

54. First, Brigit *requires* preauthorization of repayment before a user may take out an Instant Cash advance. This preauthorization is the modern equivalent of a post-dated check frequently required by traditional payday lenders and referenced in Minnesota law. *See* Minn. Stat. § 47.60 (“A consumer small loan includes an indebtedness evidenced by but not limited to a

promissory note or agreement to defer the presentation of a personal check for a fee.”). It sets a default mechanism by which the loan is repaid on the scheduled due date.

55. Second, Brigit requires users to access its Instant Cash loans through its app and does not disclose anywhere in the normal transaction flow in the app the sentence that it has bolded and underlined in all caps in its terms of service: Repayment is entirely voluntary. In fact, a user of the app will not encounter the word “voluntary” anywhere in the normal flow of the interface as it would be used to take out a loan.

56. Third, though the preauthorization is executed in the app, Brigit does not provide any entirely in-app mechanism for the consumer to affirmatively exercise the purported option to cancel or revoke authorization. Nor does it describe anywhere in the normal flow of the app how to do so. Rather, a user may learn only through reading the lengthy terms of service *how* to cancel repayment of the loan. Even in the terms of service, the mechanism to cancel a scheduled advance has not been intuitively located under a heading related to cancellation. Rather, it has appeared—until March 2026—part way through section 7.3, “Electronic Payment Authorization.”

57. Fourth, Brigit’s affirmatively tells consumers that they need to exercise an “extension credit” option in its app, framing extending the loan as costing the user a “credit” and communicating that payment is required on the scheduled due date unless a “credit” is still available to the consumer.

58. Fifth, as described in the section below, when Brigit’s users do reach out requesting cancellation of further extensions, its customer-service department has misleadingly refused to disclose the only mechanism through which a user appears to be permitted to “cancel” — expressly revoking ACH authorization.

B. Brigit Treats Instant Cash Advances as Loans in Communications with Users

59. User communications with Brigit's customer service reveal Brigit's true motives: ensure repayment by making users feel they are *required* to pay, owe a debt, and are bound by an obligation that Brigit elsewhere disclaims.

60. For instance, when a user reached out two days in advance of a scheduled payment to explain painful personal circumstances interfering with repayment and to request cancellation, Brigit did not cancel the loan. Rather, Brigit responded, "we've extended your due date . . . We hope that extra time helps!" Brigit did not disclose that repayment was voluntary or how a user may elect not to repay. Quite the opposite, Brigit reiterated that the loan was to be repaid by the extended "due date."

61. When another user reached out to request that a repayment be rescheduled to a later date, Brigit responded, "Unfortunately, we are unable to extend this advance any further. We notified you of this when we provided you with your final extension previously." Brigit did not say that repayment was voluntary or how the user may elect not to repay. Again, it instead communicated to the consumer that repayment was due.

62. To yet another user who was granted a further extension after running out of "extension credits," Brigit reminded the user that "[w]hile we've applied an extension on this advance for you today, our Customer Care Team will not be permitted to extend it any further." Brigit did not say that repayment was voluntary or how a user may elect not to repay. Rather, it communicated that the repayment was due.

63. When a user reached out after being unable to find an option to delete the account, Brigit responded, "Your subscription is deactivated. However, your Brigit account can't be deleted from our system until your Instant Cash advance repayment has finished processing." Brigit again

did not express that repayment was voluntary or how a user may elect not to repay. It instead said that the “repayment” of the advance would continue.

64. When another user reached out requesting an extension, Brigit responded, “We understand that you may be experiencing financial hardship, however, our Customer Care Team is not permitted to extend this advance any further. This is the final extension we can provide on your outstanding balance. If you need further assistance, we welcome you to make a payment plan with us and we will work with you to repay your advance.” Yet again, Brigit did not communicate that repayment was voluntary or how a user may elect not to repay. Instead, it expressed that the loan was due and that no “extension” could be provided to excuse the consumer from the repayment obligation.

III. Minnesota’s Payday Lending Laws

65. The Minnesota Legislature has enacted special restrictions on so-called “payday” and similar forms of small-dollar, short-term credit. Such loans target consumers facing immediate financial need and pose higher risks for exploitative practices—risks that have only increased as the market has increasingly moved online to allow access to these products at any time of day or night at the tap of a finger.

66. Minnesota’s “consumer small loan” statute (section 47.60) was enacted in 1995 and applies to individuals or entities that make unsecured consumer loans up to \$350 scheduled to be repaid in a single installment. The law requires such lenders both to be licensed or registered and to follow limits on interest or fees permitted under the statute.

67. Minnesota’s “consumer short-term loan” statute (section 47.601) was added in 2009. As amended in 2023, section 47.601 applies to individuals and entities that made consumer loans or advances up to \$1,300 and required payments within 60 days of more than 25% of the

balance. The statute prohibits certain contract terms that would prevent consumers from asserting rights under Minnesota law and requires disclosures of fees, interest, and other information. Consumer short-term lenders must be licensed and must file additional reports to the Department of Commerce.

68. A consumer small loan or consumer short-term loan not in compliance with interest rate limitations and licensing requirements is void.

69. The 2023 Minnesota Legislature amended these statutes to eliminate certain fees that had previously been permitted for consumer small loans and short-term loans. The amended statute allows applicable loans to charge up to 50% annual percentage rate if they make an assessment that the consumer has the ability to repay, or 36% annual percentage rate if they do not. It also added robust anti-evasion provisions to both the consumer small and consumer short term lending statutes. These provisions went into effect January 1, 2024. 2023 Minn. Laws, ch. 57, art. 3.

70. The two statutes work together to regulate the payday lending industry in Minnesota.

71. Brigit makes both consumer small loans and consumer short-term loans.

72. Brigit has failed to register as required by Minnesota law as a consumer small loan lender, obtain the licensure required to operate as a consumer short-term lender, or make filings required of a consumer short-term lender.

a. Brigit is an Unregistered Consumer Small Loan Lender

73. Minnesota Statutes section 47.60 defines consumer small loans and consumer small loan lenders:

Subdivision 1. **Definitions.** . . .

(a) “Consumer small loan” is a loan transaction in which cash is advanced to a borrower for the borrower's own personal, family, or household purpose. A consumer small loan is a short-term, unsecured loan to be repaid in a single installment. The cash advance of a consumer small loan is equal to or less than \$350. A consumer small loan includes an indebtedness evidenced by but not limited to a promissory note or agreement to defer the presentation of a personal check for a fee.

(b) “Consumer small loan lender” is a financial institution as defined in section 47.59 or a business entity registered with the commissioner and engaged in the business of making consumer small loans.

Id.

74. Minnesota law requires consumer small loan lenders to register with the Minnesota Department of Commerce before making these loans. *See* Minn. Stat. § 47.60, subd. 3.

75. All Instant Cash advances that Brigit has made in Minnesota through September 2025 were \$250 or less.

76. Each Instant Cash advance reflected cash that was advanced in an unsecured loan to a borrower for personal, family, or household purposes.

77. Each Instant Cash advance was scheduled to be repaid in a single installment.

78. To take out the Instant Cash advance, a user was required to preauthorize a debit from a bank account or debit card, the modern equivalent of “a promissory note or agreement to defer the presentation of a personal check.”

79. Brigit neither filed for nor obtained registration from the Minnesota Commissioner of Commerce to advance consumer small loans.

80. Consumer small loan lenders are prohibited from charging an annual percentage rate of more than 50%. Brigit charged annual percentage rates (calculated using only express delivery fees and not even considering subscription fees) of more than 50% in connection with thousands and thousands of loans.

81. Other than the permitted annual percentage rate of up to 50%, “[n]o other charges or payments are permitted or may be received by the lender in connection with a consumer small loan.” Brigit’s subscription fees constitute payment received by Brigit at least in part for the right to access Brigit’s Instant Cash product. The subscription fees should also properly be considered in the APR calculation given that they are fees associated with the loan. But even if they are not considered in the calculation, they are fees received “in connection with” a consumer small loan that are prohibited by Minnesota law.

82. Minnesota consumer small loan lenders are required to display a notice in their licensed places of business stating that “[t]hese loan charges are higher than otherwise permitted under Minnesota law. Minnesota law permits these higher charges only because short-term small loans might otherwise not be available to consumers. If you have another source of a loan, you may be able to benefit from a lower interest rate and other loan charges.” Brigit includes no such disclosure anywhere in its app.

83. As noted above, the legislature in 2023 added robust anti-evasion provisions. 2023 Minn. Laws, ch. 57, art. 3. Minnesota law prohibits engaging in “any device, subterfuge, or pretense to evade the requirements of this section” Minn. Stat. § 47.60, subd. 8.

84. Minnesota law also expressly confirms that a consumer small loan lender may not evade the requirements of the section where “the totality of the circumstances indicate that a person is a lender and the transaction is structured to evade the requirements of this section.” Minn. Stat. § 47.60, Subd. 8(c).

85. The totality of the circumstances confirm that Brigit acts as a consumer small loan lender had had made hundreds of thousands of consumer small loans in violation of Minnesota law. As discussed in paragraphs 52 through 58 above, Brigit advances money that it takes

numerous steps to ensure gets repaid along with fees. It attempts to evade the protections of 47.60 and .601 by asserting in its terms of service that its Instant Cash advances are not loans, though the totality of the circumstances confirm the opposite.

b. Brigit is an Unlicensed Consumer Short-Term Lender

86. Minnesota Statutes section 47.601 defines consumer short-term loans and consumer short-term lender:

Subdivision 1. **Definitions.**

(e) “Consumer short-term loan” means a loan to a borrower which has a principal amount, or an advance on a credit limit, of \$1,300 or less and requires a minimum payment within 60 days of loan origination or credit advance of more than 25 percent of the principal balance or credit advance. For the purposes of this section, each new advance of money to a borrower under a consumer short-term loan agreement constitutes a new consumer short-term loan. . . .

(f) “Consumer short-term lender” means an individual or entity engaged in the business of making or arranging consumer short-term loans, other than a state or federally chartered bank, savings bank, or credit union. For the purposes of this paragraph, arranging consumer short-term loans includes but is not limited to any substantial involvement in facilitating, marketing, lead-generating, underwriting, servicing, or collecting consumer short-term loans.

Id.

87. Minnesota law prohibits consumer short-term lenders from entering agreements “without a required license by the commissioner.” *See* Minn. Stat. § 47.601, subds. 2 (a) and (3)(i). Brigit is not licensed under Minnesota Statutes, chapter 56 as required.

88. Brigit’s Instant Cash advance loans are only offered in amounts up to \$250, so all loans Brigit has made to Minnesotans have been under \$1,300.

89. Brigit’s Instant Cash advance loans are, in its own telling, “due” and required to be paid within 60 days.

90. Consumer short-term lenders are prohibited from charging an annual percentage rate of more than 50%. Brigit charged annual percentage rates (calculated using only express delivery fees and not even considering subscription fees) of more than 50% in connection with thousands and thousands of loans.

91. Other than the permitted annual percentage rate of up to 50%, “[n]o other charges or payments are permitted or may be received by the lender in connection with a consumer short-term loan.” Brigit’s subscription fees constitute payment received by Brigit at least in part for the right to access Brigit’s Instant Cash product through Brigit’s app. The subscription fees are therefore fees received “in connection with” a consumer short-term loan that are prohibited by Minnesota law.

92. Minnesota law prohibits contracts for short-term loans made to Minnesotans from selecting law other than Minnesota law or a forum for dispute resolution other than Minnesota. Brigit’s terms of service assert that New York law applies to disputes, and New York courts will have jurisdiction over disputes that Brigit does not force to arbitration through its arbitration provisions.

93. Minnesota law prohibits engaging in “any device, subterfuge, or pretense to evade the requirements of this section” Minn. Stat. § 47.601, subd. 5a.

94. Minnesota law also expressly confirms that a consumer short-term lender may not evade the requirements of the section where “the totality of the circumstances indicate that a person is a lender and the transaction is structured to evade the requirements of this section.” Minn. Stat. § 47.601, subd. 5a(c).

95. The totality of the circumstances confirm that Brigit acts as a consumer short-term lender and has made hundreds of thousands of consumer short-term loans in violation of Minnesota

law. As discussed in paragraphs 52 through 58 above, Brigit advances money that it takes numerous steps to ensure gets repaid along with fees. It attempts to evade the protections of 47.60 and .601 by asserting in its terms of service that its Instant Cash advances are not loans, though the totality of the circumstances confirm the opposite.

COUNT I
Violation of Minnesota Statutes, Section 47.60

96. The Attorney General re-alleges paragraphs 1 through 95 of this Complaint.

97. Section 47.60 guards against predatory practices in high-risk lending by regulating those making “consumer small loans.” The law requires such lenders to register with the Department of Commerce, caps the annual percentage rate at which a loan may be made at 50%, and prohibits receipt by the consumer small loan lender of other charges or payments in connection with a consumer small loan.

98. Section 47.60, subdivision 6, renders void any consumer small loan issued by a consumer small loan lender who is not properly registered, charges an annual percentage rate of more than 50%, receives any other charges or payments in connection with the consumer small loan, or violates the recordkeeping and notice requirements set forth in subdivision 4.

99. The Attorney General is authorized to bring civil actions to enforce section 47.60 pursuant to the Attorney General’s section 8.31 and *parens patriae* authority.

100. Loans made by Brigit have initial principal balances between \$20 and \$250 and are made to borrowers while in Minnesota for personal, family, or household purposes that are scheduled to be repaid in a single installment. Thus, all loans made by Brigit to Minnesota consumers are subject to section 47.60.

101. Brigit is “engaged in the business of making consumer small loans” and is not “financial institution as defined in section 47.59” and is therefore requires to be registered with the Department of Commerce as a “consumer small loan lender” but has failed to do so.

102. Brigit’s loans made to Minnesota residents violate section 47.60 in at least the following ways:

- a. Brigit has failed to registered with the Department of Commerce as a consumer small loan lender prior to making these loans;
- b. Brigit has charged annual percentage rates on consumer small loans that exceed the statutory cap of 50%;
- c. Brigit has received charges or payments other than the permitted annual percentage rate in connection with consumer small loans; and
- d. Brigit has failed to maintain the records and make the disclosures required by subd. 4.

103. Pursuant to section 47.60, subdivision 6 and section 47.601, subdivision 6(b), the loans identified herein that violate section 47.60 are void.

104. Brigit’s conduct as an unregistered consumer small loan lender did not reflect a “bona fide error,” as Brigit maintained that it could legally make these loans and the loans were not due to a clerical error, computer malfunction, or the like.

105. These violations are ongoing: Brigit continues to make new consumer small loans to Minnesota consumers. Minnesota and its residents have been and continue to be harmed by Brigit’s violations of section 47.60.

106. Brigit is liable for all fees received in connection with each Instant Cash advance it made to Minnesotans, actual, incidental, and consequential damages, statutory damages of up to \$1000 per violation, costs, disbursements, reasonable attorneys fees, and injunctive relief. Minn. Stat. § 47.60 subd. 6; Minn. Stat. § 47.601 subd. 6.

COUNT II
Violation of Minnesota Statutes, Section 47.601

107. The Attorney General re-alleges paragraphs 1 through 95 of this Complaint.

108. Section 47.601 guards against predatory practices in high-risk lending by regulating those making “consumer short-term loans.” The law prohibits contracts that purport to displace or render inapplicable Minnesota law, requires that lenders provide complete copies of lending contracts and disclose necessary information about loans, requires compliance with Minnesota debt collection laws, and requires special reporting to the Department of Commerce.

109. Section 47.601, subdivision 6, renders void any consumer short-term loan issued by a consumer short-term lender who is not properly licensed, includes contract terms prohibited under the statute, or charges interest or fees in violation of limits set forth in the statute.

110. The Attorney General is authorized to bring civil actions to enforce section 47.601 pursuant to the Attorney General’s section 8.31 and *parens patriae* authority.

111. Loans made by Brigit have initial principal balances between \$20 and \$250 and are made to borrowers while in Minnesota for personal, family, or household purposes. The repayment schedules for these loans require repayment of the entire loan and associated fees within 60 days of the loan’s origination. Thus, all loans made by Brigit to Minnesota consumers are subject to section 47.601.

112. Brigit is “an individual or entity engaged in the business of making or arranging consumer short-term loans” and is not “a state of federally chartered bank, savings bank, or credit union” and is therefore subject to section 47.601.

113. Brigit’s loans are also not transactions made under chapter 325J or loans where, in the event of default on the loan, the sole recourse for recovery of the amount owed, other than a

lawsuit for damages for the debt, is to proceed against physical goods pledged by the borrower as collateral for the loan.

114. Brigit's loans made to Minnesota residents violate section 47.601 in the following ways:

- a. Brigit is not licensed as required by subdivision 2(a)(3)(i);
- b. Brigit requires users to accept terms of service with "a provision selecting a law other than Minnesota law under which the contract is construed or enforced" in violation of subdivision 2(a)(1);
- c. Brigit requires borrowers to sign a contract with "a provision choosing a forum for dispute resolution other than the state of Minnesota" in violation of subdivision 2(a)(2);
- d. Brigit's terms of service include a class action waiver in violation of subdivision 2(a)(3);
- e. Brigit does not furnish a copy of the written loan to each borrower as required by subdivision 2(c);
- f. Brigit has charged annual percentage rates on consumer short-term loans that exceed the statutory cap of 50%;
- g. Brigit has received charges or payments other than the permitted annual percentage rate in connection with consumer short-term loans; and
- h. Brigit does not file reports with the Department of Commerce as required by subdivision 4.

115. Pursuant to section 47.601, subdivision 6(b), the loans identified herein that violate section 47.601 are void for reasons (a) through (g) set forth above.

116. Brigit's conduct as a consumer short-term lender did not reflect a "bona fide error," as Brigit maintained that it could legally make these loans and the loans were not due to a clerical error, computer malfunction, or the like.

117. These violations are ongoing: Brigit continues to make new consumer short-term loans to Minnesota consumers. Minnesota and its residents have been and continue to be harmed by Brigit's violations of section 47.601.

118. Brigit is liable for all fees received in connection with each Instant Cash advance it made to Minnesotans, actual, incidental, and consequential damages, statutory damages of up to \$1000 per violation, costs, disbursements, reasonable attorneys fees, and injunctive relief. Minn. Stat. § 47.601 subd. 6.

RELIEF

WHEREFORE, the State of Minnesota, by its Attorney General, Keith Ellison, respectfully asks this Court to award judgment against Defendant Brigit, as follows:

1. Permanently enjoining Brigit from continuing to provide loans without required registration, filings, and adherence to Minnesota Statutes, sections 47.60 and 47.601;
2. Declare all loans advanced by Brigit without licensure as in Minnesota as void as required by Minnesota Statutes, sections 47.60 and 47.601;
3. Declaring that Brigit's conduct constitutes multiple, separate violations of Minnesota Statutes sections 47.60 and 47.601;
4. Enjoining Defendants and their employees, officers, directors, agents, servants, successors, assignees, affiliates, merged or acquired predecessors, parent or controlling entities, subsidiaries, and all other persons acting in concert or participation with them from engaging in conduct in violation of Minnesota Statutes sections 47.60 and 47.601;
5. Awarding judgment against Defendants for maximum civil penalties pursuant to Minnesota Statutes section 8.31, subdivision 3, for each separate violation of Minnesota law;
6. Awarding judgment against Defendants for restitution and disgorgement under the *parens patriae* doctrine, the equitable powers of the Court, Minnesota Statutes section 8.31, and any other authority;

7. Awarding judgment against Defendants for monetary relief pursuant to Minnesota law, the *parens patriae* doctrine, Minnesota Statutes section 8.31, and the equitable powers of the Court, as necessary to remedy harms to Minnesotans resulting from Defendants' unlawful conduct;

8. Awarding the State its costs, including costs of investigation and attorney fees, as authorized by Minnesota Statutes sections 8.31, subdivision 3a; and

9. Granting such further relief as provided by law or equity as the Court deems appropriate and just.

Dated: June 10, 2026

KEITH ELLISON
Attorney General
State of Minnesota

/s/ Sarah Doktori

ADAM WELLE (#0389951)
SARAH DOKTORI (#0403060)
LINDSEY LEE (#0397739)
DANIEL RIFE (#0506278)
Assistant Attorneys General

445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101-2130

adam.welle@ag.state.mn.us
Telephone: 651-757-1425
sarah.doktori@ag.state.mn.us
Telephone: (651) 583-6694
lindsey.lee@ag.state.mn.us
Telephone: (651) 300-7078
daniel.rife@ag.state.mn.us
Telephone: (651) 757-1104

Attorneys for State of Minnesota

MINN. STAT. § 549.211 ACKNOWLEDGMENT

The party on whose behalf the attached document is served acknowledges through its undersigned counsel that sanctions, including reasonable attorney fees and other expenses, may be awarded to the opposite party or parties pursuant to Minn. Stat. § 549.211.

/s/ Sarah Doktori

SARAH DOKTORI

Assistant Attorney General