

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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NAOMI WOLF,

Plaintiff,

Index No. 10-_____

- against -

JPMORGAN CHASE & CO.,

Defendant.

SUMMONS

*The basis of venue is
Defendant's principle
place of business*

-----X
**To: JP Morgan Chase & Co.
270 Park Avenue
New York, New York 10017**

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons to serve a notice of appearance on the plaintiff's attorney within twenty (20) days after the service of this summons exclusive of the day of service, where service is made by delivery upon you personally within the state, or within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
August 16, 2010

Respectfully submitted,
DAVID M. FISH
COUNSELOR AND ATTORNEY AT LAW

By: David Fish
David M. Fish
Attorney for Plaintiff
3 Park Avenue, 28th floor
New York, New York 10016
(212) 869-1040

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

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NAOMI WOLF,

Plaintiff,

Index No. _____

-against-

VERIFIED COMPLAINT

JPMORGAN CHASE & CO.,

Defendant.

-----X

Plaintiff, Naomi Wolf, by and through her attorney, David M. Fish, complaining of the Defendant, JPMorgan Chase & Co. ("Defendant"), respectfully alleges as follows:

INTRODUCTION

1. This is a proceeding for recovery of damages as a result of Defendant's violation of the Uniform Commercial Code, conversion, negligence, breach of contract, and violation of the implied covenant of good-faith and fair dealing, from Defendant's gross negligence and intentional failure to correct its negligence, which resulted in damages to Naomi Wolf exceeding \$330,000. Defendant repeatedly ignored its legal responsibility to protect its clients' accounts, including ignoring and misleading Ms. Wolf's counsel on several occasions.

PARTIES

2. Plaintiff Naomi Wolf is a citizen and is a resident of the State of New York, and resides in New York County.

3. Ms. Wolf is the author of seven books, including four New York Times bestsellers. She has traveled the world speaking to audiences about, among other things, gender equality and social justice. She is the co-founder of the Woodhull Institute for Ethical Leadership, which trains young women in ethics and leadership, and is also a cofounder of the American Freedom Campaign, a grass roots democracy movement in the United States whose mission is the defense of the Constitution and the rule of law.

4. Defendant is a banking corporation doing business in the State of New York and is the legal successor of Washington Mutual Bank (“WaMu”).

5. Defendant, as the legal successor of WaMu, and liable for WaMu’s action described below.

STATEMENT OF FACTS

6. Ms. Wolf has been a client of WaMu since 1998, where she maintained, at various times, three separate checking accounts.

7. In 2005, Ms. Wolf began to notice unexplained activity on her three checking accounts (Account Nos. 4211010460, 3726712058 and 3952278783, and debit card ending with 5018).

8. Ms. Wolf acted diligently to monitor the activity of her accounts.

9. However, monitoring of the above mentioned accounts was difficult, as WaMu consistently failed to send Ms. Wolf monthly statements.

10. In 2006, Ms. Wolf tried to start monitoring the accounts online but was unable to access her account information. Upon her inquiry, Ms. Wolf was told by WaMu customer service that a password had already been created before she ever used internet banking.

11. In 2007, WaMu customer service for online banking told Ms. Wolf that her online account was unavailable because of a fraud investigation. She was consequently unable to address the problems outlined below.

12. Back in 2006, Ms. Wolf lost her ATM card (upon information and belief, it was stolen by the same person who had committed the fraud in connection with her accounts) and immediately reported it to WaMu.

13. In response, WaMu assured Ms. Wolf that her ATM card was invalidated.

14. Despite WaMu's assurance, Ms. Wolf's ATM card was not invalidated.

15. Following, a pattern of fraud – by both forged checks and unauthorized ATM withdrawals – continued against Ms. Wolf's account, which was permitted by WaMu's actions and inactions.

16. Ms. Wolf alerted WaMu branch managers Arthur Brazfeld (Waverly Place) and Daniel Palermo (Broadway) about the improper and unauthorized activity on her accounts and asked for copies of endorsed checks from her account.

17. WaMu did not provide the requested checks or information relating to the checks.

18. Moreover, despite promises to meet with Ms. Wolf and seek to remedy the fraud and Ms. Wolf's accompanying financial losses, Mr. Brazfeld and Mr. Palermo, along with their branch employees, ignored and misled Ms. Wolf.

19. In addition, throughout this time, Mr. Brazfeld Mr. Palermo directed Ms. Wolf to keep her accounts open and active (presumably to catch the person or persons committing fraud)

while money continued to be drained from the accounts, without any movement toward resolving the fraudulent activity.

20. During the remainder of 2007, Ms. Wolf sought appointments with Mr. Brazfield or Mr. Palermo. They refused to meet with her.

21. On January 3, 2008, while on vacation with her children, Ms. Wolf learned that – without prior notice – her accounts had been frozen.

22. Shocked by this unauthorized action by WaMu (leaving her temporarily unable to access funds), Ms. Wolf called WaMu's fraud department and was told that her accounts now were "frozen" because of the fraud on the account.

23. Ms. Wolf explained that she was explicitly told to keep the accounts open so that WaMu's fraud investigators could determine who was stealing from her.

24. In response, WaMu's fraud department customer service representative, who gave his name only as "Seth," said that such an instruction "was negligent on Washington Mutual's part" and he directed that the account be re-activated.

25. In early January 2008, Ms. Wolf received an unsigned letter from WaMu's Forgery Department stating that she failed to report the problem related to her account in accordance with legally proscribed time periods.

26. After receiving the January 2, 2008 letter, at Mr. Brazfield's direction, Ms. Wolf contested the finding.

27. During this time, despite Ms. Wolf's direction to WaMu to close or freeze her account, and despite Mr. Brazfield's promise that the accounts were closed, her accounts remained open, and several thousands of dollars continued to disappear.

28. Also during this time, Ms. Wolf, on her own and through her accountant, Arnold Hyman, continued to seek to obtain copies of her checks (undoubtedly forged) and account statements. WaMu representatives refused and, on one occasion, told her that “corporate said I cannot give these to you.” WaMu’s Fraud Department also refused to communicate with Ms. Wolf or provide her with information about the status of any investigation(s) on her accounts.

29. At all times, Ms. Wolf took reasonable steps to investigate and remedy the losses in her accounts which were the result of fraud that should have been identified and remedied by WaMu.

30. Upon information and belief, it was the policy and practice of WaMu (now JP Morgan) to cover its negligence by thwarting the efforts of its customers to identify fraud that WaMu was responsible for preventing.

31. This policy and practice has cost Ms. Wolf’s approximately \$300,000, in addition to approximately \$30,000 in bank and professional fees, as well as tax losses as a result of being unable to document expenses.

32. On December 21, 2009, Ms. Wolf’s counsel sent a letter to Defendant’s General Counsel, in an effort to resolve the above mentioned issues without litigation.

33. Over the next several months, Ms. Wolf’s counsel received intermittent communications from Defendant’s legal personnel promising an investigation, and conclusions to be communicated to Ms. Wolf’s counsel.

34. Ms. Wolf’s counsel received no substantive response.

35. Finally, after threats of litigation and repeated calls, Ms. Wolf’s counsel was able to speak with Mary Binder, from Defendant’s legal department.

36. Ms. Binder promised to communicate Defendant's position, in writing, and deliver it to Ms. Wolf's counsel no later than July 23, 2010.

37. To date, Ms. Binder has failed to do so.

38. Defendant's acts and inaction, on its own and through its agents, were performed with malice and reckless indifference to Ms. Wolf's rights.

FIRST CLAIM FOR RELIEF
UNIFORM COMMERCIAL CODE §3-420

39. Ms. Wolf realleges each and every allegation above with the same force and effect as if fully set forth herein.

40. Under the Uniform Commercial Code, a bank may charge against the account of a customer an item that is properly payable from that account.

41. Under the UCC, an item is properly payable only if it is authorized by the customer.

42. Under the UCC, a bank may not charge against a customer's account an item that is not properly payable.

43. A bank that honors a forged check is deemed to have used its own money, not the depositor's, and is liable on the contract of deposit to re-credit its customer's account.

44. Regardless of how skillfully the forgery is completed, the bank is strictly liable under the UCC.

45. Defendant was aware that Ms. Wolf's bank accounts, referenced above, required her signature on all checks issued on those accounts.

46. Defendant allowed the transaction of checks on Ms. Wolf's accounts that bore forged signatures.

47. Defendant was in the position of being the depository bank through which the fraudulent checks were negotiated.

48. Defendant was in the best position to identify that Ms. Wolf's checks had forged signatures.

49. Defendant was negligent in that it failed to exercise ordinary care by repeatedly allowing the transactions of checks from Ms. Wolf's accounts.

50. As a direct and proximate result of Defendant's breach of the UCC, Ms. Wolf suffered damages in excess of \$330,000.

SECOND CLAIM FOR RELIEF
CONVERSION

51. Ms. Wolf realleges each and every allegation above with the same force and effect as if fully set forth herein.

52. Defendant knowingly took money belonging by Ms. Wolf and provided it to a third-party, to the detriment of Ms. Wolf.

53. Accordingly, Ms. Wolf is entitled to recovery against Defendant in the amount of at least \$300,000, to be determined more accurately through discovery.

THIRD CLAIM FOR RELIEF
NEGLIGENCE

54. Ms. Wolf realleges each and every allegation above with the same force and effect as if fully set forth herein.

55. Defendant held itself out as a banking institution capable of properly monitoring and distributing the funds of its customer, Ms. Wolf.

56. Defendant had a duty to safeguard the funds deposited by Ms. Wolf into her accounts referenced above and only to deduct properly payable funds.

57. Defendant breached its duty to Ms. Wolf by deducting more than \$300,000 from Ms. Wolf's accounts as a result of fraudulent, forged checks.

58. Defendant allowed the transaction of checks on Ms. Wolf's accounts that bore forged signatures.

59. Defendant was negligent in that it failed to exercise ordinary care by repeatedly allowing the transactions of multiple checks from Ms. Wolf's accounts.

60. As a direct and proximate result of Defendant's breach of the UCC, Ms. Wolf suffered damages in excess of \$300,000.

FOURTH CLAIM FOR RELIEF
BREACH OF CONTRACT

61. Ms. Wolf realleges each and every allegation above with the same force and effect as if fully set forth herein.

62. The parties entered into a binding and enforceable contract in which Defendant would maintain Ms. Wolf's above referenced bank accounts.

63. Under that contract, Defendant was obligated to honor checks from Ms. Wolf's bank accounts that contain only the authorized signature of Ms. Wolf, the only authorized signator.

64. Defendant breached that contract by permitting unauthorized, fraudulent checks to be paid by Ms. Wolf's accounts.

65. As a direct and proximate result of Defendant's breach of the UCC, Ms. Wolf suffered damages in excess of \$300,000.

FIFTH CLAIM FOR RELIEF
VIOLATION OF IMPLIED COVENANT OF GOOD-FAITH AND FAIR DEALING

66. Ms. Wolf realleges each and every allegation above with the same force and effect as if fully set forth herein.

67. Defendants intentionally and unreasonably delayed explanation and resolution of Ms. Wolf's inquiries and problems with her bank accounts, described above.

68. In doing so, Defendant acted with extreme malice and indifference to Ms. Wolf's rights and breached the implied covenant of good-faith and fair dealing recognized between parties to contracts and business transactions.

69. As a direct and proximate result of Defendant's breach of the UCC, Ms. Wolf suffered damages in excess of \$300,000.

PRAYER FOR RELIEF

WHEREFORE, Ms. Wolf respectfully prays for judgment against the Defendant for;

- 1 Restitution in the amount of \$330,000, plus interest from a date to be determined by the Court;
- 2 Compensatory damages in an amount that the trier of fact considers just and fair;

- 3 Punitive and exemplary damages in an amount that the trier of fact considers
sufficient to punish Defendant for willful and egregious conduct;
- 4 Costs of suit;
- 5 Reasonable attorney's fees; and
- 6 All other relief that is just and proper.

Dated: New York, New York
August 10, 2010

DAVID M. FISH
COUNSELOR AND ATTORNEY AT LAW

By: David Fish
David M. Fish
Attorney for the Plaintiff, Naomi Wolf
3 Park Avenue, 28th Floor
New York, New York 10016
(212) 869-1040

VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, NAOMI WOLF, being duly sworn, depose and say: I am the plaintiff in the above-entitled action; I have read the foregoing Verified Complaint and know the contents thereof, and same are true to my own knowledge, except for the matters herein to be alleged upon information and belief, and as to those matters, I believe it to be true.



NAOMI WOLF

Sworn to before me this
16 day of August, 2010



Notary Public

DAVID FISH
Notary Public State of New York
Reg. No. 02FI6106018
Qualified in County of Queens
Commission Expires Feb. 23, 2011

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