

1 ANNE MARIE MURPHY (SBN 202540)  
amurphy@cpmlegal.com  
2 BLAIR V. KITTLE (SBN 336367)  
bkittle@cpmlegal.com  
3 **COTCHETT, PITRE & McCARTHY, LLP**  
4 San Francisco Airport Office Center  
840 Malcolm Road  
5 Burlingame, CA 94010  
Telephone: (650) 697-6000  
6 Facsimile: (650) 697-0577

7 THERESA E. VITALE (SBN 333993)  
tvitale@cpmlegal.com  
8 **COTCHETT, PITRE & McCARTHY LLP**  
9 2716 Ocean Park Boulevard, Suite 3088  
Santa Monica, CA 90405  
10 Telephone: (310) 392-2008  
11 Facsimile: (310) 392-0111

12 *Attorneys for Plaintiff*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15  
16 **ALICE LIN**, individually,

17 **Plaintiff,**

18 v.

19 **JPMORGAN CHASE BANK, N.A.**, a  
20 Delaware Corporation,  
21 **CHERYL MCMURRAY**, an individual;  
and **DOES 1 through 25**, inclusive,

22 **Defendants.**

CASE NO.

23 **COMPLAINT FOR DAMAGES**

- 24 **1. FINANCIAL ELDER ABUSE**  
[Welf. & Inst. Code § 15600, *et seq.*]
- 25 **2. UNFAIR BUSINESS PRACTICES**  
[Bus. & Prof Code § 17200]

26 **DEMAND FOR JURY TRIAL**

**TABLE OF CONTENTS**

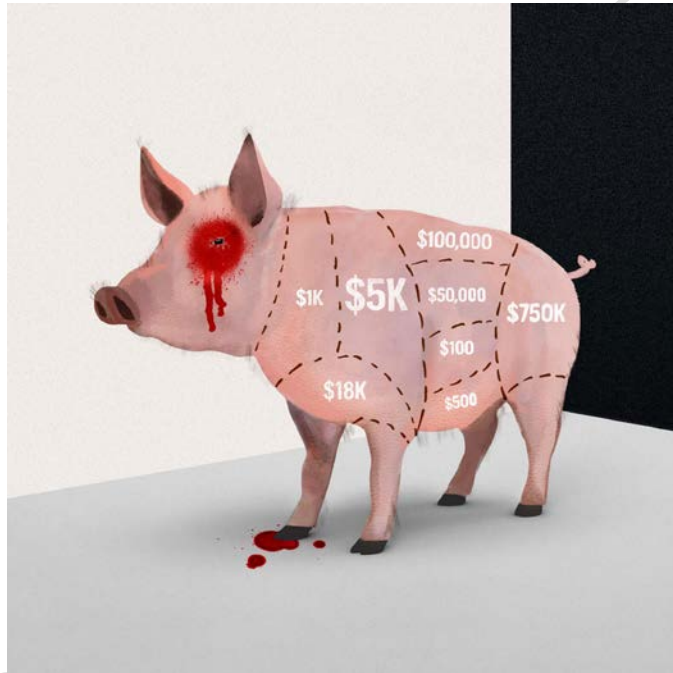
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

	<u>Page</u>
<b>I. INTRODUCTION .....</b>	<b>1</b>
<b>II. JURISDICTION AND VENUE.....</b>	<b>12</b>
<b>III. PARTIES .....</b>	<b>9</b>
<b>IV. FACTUAL ALLEGATIONS.....</b>	<b>9</b>
A. Plaintiff Alice Lin .....	9
B. Chase’s Assistance in the Scammer’s Pig Butchering Scheme.....	10
C. Defendants Knew that Plaintiff Was the Victim of Financial Abuse.....	11
D. Defendant Violated Its Own Policies and Assurances to Monitor Transactions for Suspicious Activity .....	12
E. Defendants Knew Their Actions Were Likely to be Harmful to Plaintiff.....	13
F. Defendants Knew Plaintiff’s Banking Activity Mirrored the Hallmark Signs of Financial Elder Abuse.....	11
G. Plaintiff Has Suffered Emotional and Mental Harm Due to Defendants’ Financial Elder Abuse .....	13
<b>V. CAUSES OF ACTION .....</b>	<b>14</b>
<b>FIRST CAUSE OF ACTION</b>	
Violation of The Elder Abuse and Dependent Adult Civil Protection Act Cal. Welf. & Inst. Code § 15600, et seq. (Against all Defendants) .....	14
<b>SECOND CAUSE OF ACTION</b>	
Violation of California’s Unfair Competition Law Bus. & Prof Code § 17200 (Against all Defendants).....	16
<b>VI. PRAYER FOR RELIEF.....</b>	<b>17</b>
<b>VII. DEMAND FOR JURY TRIAL.....</b>	<b>17</b>

1 Plaintiff ALICE LIN (“**Plaintiff**”) brings this action for damages against Defendants  
2 JPMORGAN CHASE BANK, N.A. (a Delaware Corporation), CHERYL MCMURRAY (an  
3 individual), and DOES 1 through 25, inclusive (“**Defendants**”). Plaintiff makes the following  
4 allegations based upon information and belief.

5 **I. INTRODUCTION**

6 1. Plaintiff Alice Lin, now an 80-year-old widow, fell victim to a so-called on-line  
7 “pig butchering” scam in the summer of 2022. The derogatory moniker “pig butchering” alludes to  
8 the practice of fattening a pig before slaughtering it and refers to the lengths taken by its  
9 perpetrators to gain the trust and confidence of their victims.<sup>1</sup>



10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21 2. Without question, the evildoers are the unknown criminals who orchestrated the  
22 elaborate scheme to set up a fake cryptocurrency investment platform site to steal vulnerable  
23 seniors’ and others’ money. However, the crime depended on the assistance of a bank – in this  
24 case, assistance and aid provided by agents and representatives of JPMORGAN CHASE BANK,  
25 N.A. (“**Chase**”), including South Pasadena Branch Manager Cheryl McMurray (“**McMurray**”)  
26 and South Pasadena and Redondo Beach Branch employees.

27  
28  

---

<sup>1</sup> <https://www.propublica.org/article/whats-a-pig-butchering-scam-heres-how-to-avoid-falling-victim-to-one> (last accessed January 4, 2024)

1           3. Chase has known for some time about these schemes and how its agents assist in  
2           perpetrating them, and it has been named in an increasing number of similar lawsuits involving  
3           elder Chase customers defrauded by wire scams dependent on the bank’s active involvement and  
4           cooperation.<sup>2</sup>

5           4. Between August 4 and August 22, 2022, Defendants Chase, McMurray and South  
6           Pasadena and Redondo Beach Branch employees. assisted in defrauding then 79-year-old Plaintiff  
7           Alice Lin out of over \$720,000.00 (almost all of her retirement savings).

8           5. The money Plaintiff and her husband had saved for decades before his passing was  
9           gone in less than three weeks due to Defendants’ blatant violations of the Elder Abuse and  
10          Dependent Adult Civil Protection Act.

11          6. Pig butchering scammers often target their victims  
12          through online communications platforms. They frequently initiate  
13          contact with their victims by saying they came across their contact  
14          info and then starting a conversation. After gaining the trust of their  
15          victims – sometimes over a period of months – scammers eventually  
16          introduce the idea of trading in cryptocurrency. They then direct  
17          victims to websites that are built to look like legitimate trading  
18          platforms.<sup>3</sup>

19          7. The scammers then require the assistance of financial  
20          institutions, like Chase, and bank branch managers, like McMurray,  
21          to authorize large transactions, which the victim believes to be an “investment.” Once financial  
22          institutions like Chase authorize a transaction that the victims believe to be an initial “investment,”  
23          the platform purports to show substantial gains.



24  
25 <sup>2</sup> See, e.g., <https://www.10news.com/news/team-10/elderly-couple-loses-nearly-700k-online-scam#:~:text=They%20filed%20a%20lawsuit%20against,purchase%20and%20bank%20wire%20ransfers> (last accessed January 4, 2024); and *Gray v. JPMorgan Chase Bank, N.A.*, Central District of California Case No. CV 22-03090 DSF (PVCx).

26  
27 <sup>3</sup> Image of cellphone depicting pig butchering scheme tactics is an exemplar only and is available  
28 at <https://www.trendmicro.com/vinfo/br/security/news/cybercrime-and-digital-threats/unmasking-pig-butchering-scams-and-protecting-your-financial-future> (last accessed January 4, 2024)

1 8. Pig butchering scammers — assisted by financial institutions like Chase that  
2 continue to assist the scammers through repeated suspicious transactions — do not stop until they  
3 have deprived victims of any remaining savings.

4 9. Elder financial abuse, including pig butchering schemes that often target elders, has  
5 become as ubiquitous as it is pernicious. Older adults are targets for financial exploitation due to  
6 their income and accumulated life-long savings and thus scams targeting their savings have  
7 proliferated over the last decade.<sup>4</sup>

8 10. Often called the "crime of the 21st Century," elder financial abuse is epidemic, with  
9 estimates of the annual economic losses as high as \$37 billion per year.<sup>5</sup>

10 11. Those monetary loss estimates do not include the often severe mental and/or  
11 physical impacts of financial abuse upon the elderly victims' health and well-being.

12 12. One of the documented impacts of elder abuse is earlier morbidity, with victims  
13 being three times more likely to die early than similarly situated non-victims.<sup>6</sup>

14 13. Chase representatives across two branches — along with the bank's inadequate  
15 policies, procedures and controls — failed to protect Plaintiff, a loyal and vulnerable customer,  
16 when *they wired nearly three quarters of a million dollars* from the Chase account in question  
17 ("Plaintiff's Chase account") on seven occasions, without performing a sufficient risk assessment.

18 14. At no time throughout this scheme to defraud Plaintiff did Chase employees,  
19 including Defendant McMurray and South Pasadena and Redondo Beach Branch employees Ivan

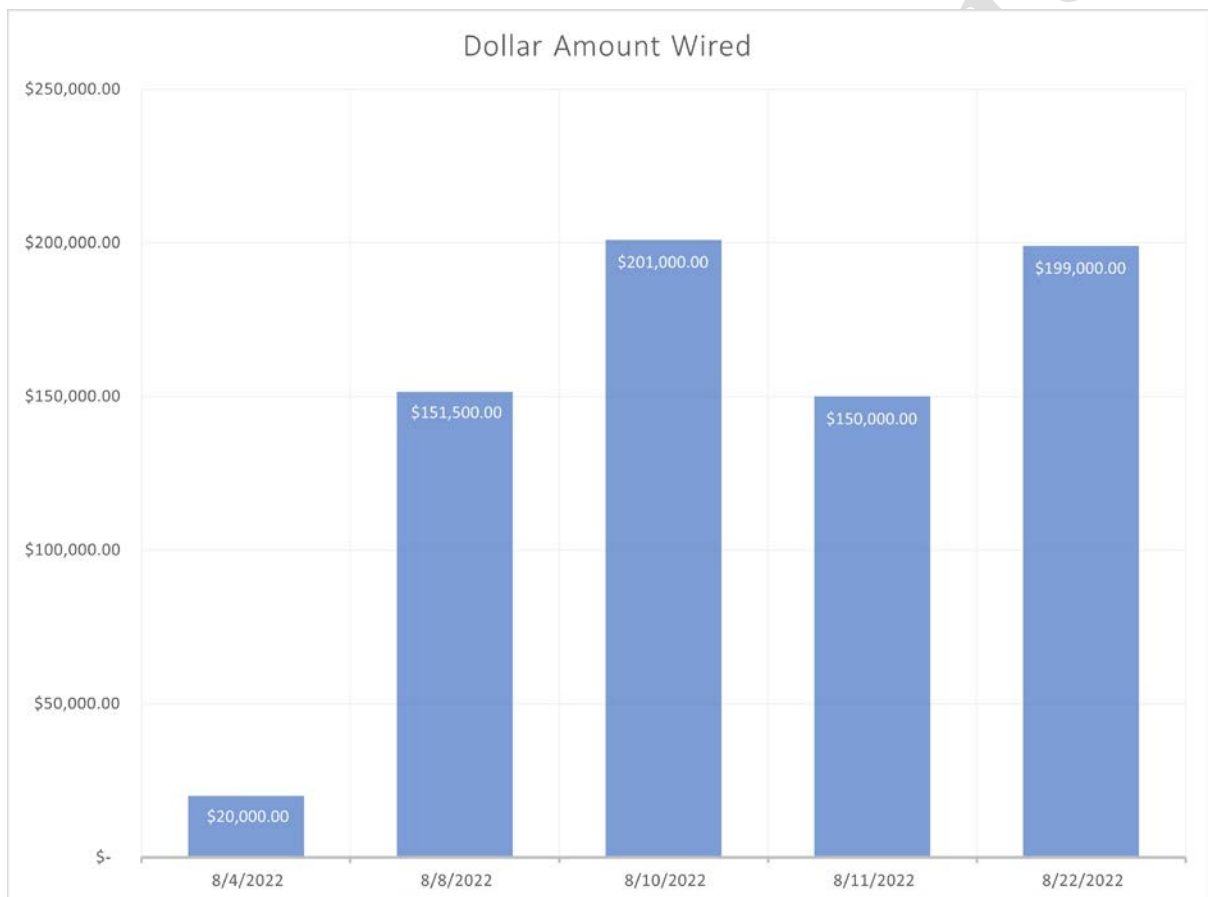
20  
21 <sup>4</sup> U.S. Treasury Financial Crimes Enforcement Network, Advisory on Elder Abuse, FinCEN  
22 Advisory, FIN-2022-A002 (June 15, 2022), available at  
23 [https://www.fincen.gov/sites/default/files/advisory/2022-06-](https://www.fincen.gov/sites/default/files/advisory/2022-06-15/FinCEN%20Advisory%20Elder%20Financial%20Exploitation%20FINAL%20508.pdf)

24 <sup>5</sup> AARP & Princeton Survey Research Associates, AARP Research, Consumer Behavior,  
25 Experiences and Attitudes: A Comparison by Age Groups (March 1999), available at [Consumer  
26 Behavior, Experiences and Attitudes: A Comparison by Age Groups \(aarp.org\)](https://www.aarp.org/consumer-behavior/experiences-and-attitudes-a-comparison-by-age-groups)

27 <sup>6</sup> Burnett, J., Jackson, S.L., Sinha, A.K., Aschenbrenner, A.R., Murphy, K.P., Xia, R., & Diamond,  
28 P.M., Five-year all-cause mortality rates across five categories of substantiated elder abuse  
occurring in the community, *J Elder Abuse Negl*, 28(2), 59-75 (2016), abstract available at  
<https://doi.org/10.1080/08946566.2016.1142920>; see also Judicial Council of California; Center of  
Excellence on Elder Abuse and Neglect at the University of California, Irvine; & Program in  
Geriatrics, UC Irvine School of Medicine, Elder Abuse PocketReference A Medical/Legal  
Resource For California Judicial Officers (2012), available at  
<https://www.courts.ca.gov/documents/ElderAbusePDoc.pdf>.

1 Lo, Kevin Tisuthiwongse, or Eddie Correa, ask any pertinent questions, flag these highly irregular  
2 and suspicious transactions for further review, or complete a sufficient risk assessment regarding  
3 the wires, despite the obviously fraudulent nature of the wires and the fact that the money was  
4 being simultaneously pulled from Plaintiff's accounts outside of Chase, deposited with Chase and  
5 then wired out from Chase shortly thereafter.

6 15. Despite Chase policy requiring managerial approval before sending an outgoing  
7 wire transfer, Chase managers did not speak to Mrs. Lin before signing off on any of the seven  
8 wires that took place on five different days in August 2022.



23 16. Further, no one at Chase picked up a phone to contact Plaintiff's daughter, Cynthia  
24 Lin (Sugiyama), who was listed as a co-owner of the account.

25 17. Prior to August of 2022, Plaintiff had not completed an outgoing wire transfer with  
26 Chase for at least six years,<sup>7</sup> and the amount of the first sum alone that Chase employees wired

27  
28 <sup>7</sup> Online Statements regarding Plaintiff's Chase account at issue are only available going back seven years.

1 from Plaintiff's account dwarfed the average monthly balance in her account over that same  
2 period.

3 18. The sudden, irregular activity on Plaintiff's account strongly suggested the financial  
4 exploitation of an elder that Chase's own website states is on the rise.<sup>8</sup>

5 19. Nonetheless, not one of the numerous agents of the company, including McMurray,  
6 or her branch employees who Plaintiff met with numerous times, and who personally completed  
7 numerous fraudulent transactions and observed the sudden onslaught of irregular activity, reported  
8 that financial elder abuse may have occurred; delayed (or even questioned) the unusually large  
9 transactions; called the additional accountholder, Plaintiff's daughter, to alert her of the suspicious  
10 activity; or prevented the fraudulent activity from happening. Cal. Welf. & Inst. Code § 15630.1.

11 20. As between a disadvantaged elderly customer and the financial institutions  
12 entrusted to keep the customer's savings safe, only the latter is realistically positioned to prevent  
13 scams which are so obviously preying upon their elderly clientele.

14 21. In violating their own policies, procedures and controls, Defendants knew or should  
15 have known that their actions were likely to be harmful to Plaintiff. The financial elder abuse that  
16 took place would not have occurred were it not for Defendants' actions. Because of Defendants'  
17 actions, Plaintiff has suffered irreparable financial loss and significant emotional distress.

18 **II. JURISDICTION AND VENUE**

19 22. The Superior Court of the State of California has jurisdiction in this matter because  
20 Plaintiff is a citizen and resident of the State of California, Defendant McMurray is a citizen and  
21 resident of the State of California and Defendant JPMorgan Chase Bank, N.A. conducts business  
22 in California.

23 23. Venue is proper in this judicial district and the County of Los Angeles pursuant to  
24 Code of Civil Procedure § 395 because Defendants' unlawful actions and omissions, as set forth  
25 herein, occurred in the County of Los Angeles.

26  
27  
28 <sup>8</sup> <https://www.chase.com/digital/resources/privacy-security/financial-abuse> (last accessed January 4, 2024)

1 **III. PARTIES**

2 24. At all relevant times, Plaintiff Alice Lin was a resident of the State of California,  
3 County of Los Angeles, City of Alhambra. At the time of the transactions at issue, Plaintiff was 79  
4 years of age and an “elder” as that term is defined by Welfare & Institutions Code § 15610.27

5 25. Defendant JPMorgan Chase Bank, N.A. is the largest bank in the United States by  
6 asset size, with more than \$3 trillion in consolidated assets. It is incorporated in the state of  
7 Delaware and does significant business in California.

8 26. Defendant Cheryl McMurray is an individual who, at all relevant times, resided in  
9 Los Angeles County. At the time of the transactions at issue, McMurray was employed by Chase  
10 as Branch Manager at the 1305 Fair Oaks Ave, South Pasadena, CA 91030 location.

11 27. The true names and capacities, whether individual, corporate, associate or otherwise  
12 of the Defendants DOES 1 through DOES 25, inclusive, are unknown to Plaintiff who therefore  
13 sue said Defendants by such fictitious names pursuant to Code of Civil Procedure § 474. Plaintiff  
14 further allege that each of said fictitious Defendants is in some manner responsible for the acts and  
15 occurrences hereinafter set forth. Plaintiff will amend this Complaint to show their true names and  
16 capacities when the same are ascertained, as well as the manner in which each fictitious Defendant  
17 is responsible.

18 28. Plaintiff alleges that at all times relevant to the events giving rise to this action, each  
19 and every Defendant was acting as an agent or joint venturer of each of the other Defendants.  
20 Plaintiff further allege that at all times relevant to those events, each and every Defendant was  
21 acting within the course and scope of that agency or joint venture at the direction of or with the full  
22 knowledge, permission, or consent of each and every other Defendant. In addition, each of the acts  
23 or omissions of each and every Defendant was made known to, and ratified by, each of the other  
24 Defendants.

25 **IV. FACTUAL ALLEGATIONS**

26 **A. Plaintiff Alice Lin**

27 29. In the 1960s, Plaintiff, now an 80-year-old widow, immigrated to the United States  
28 with hopes of achieving a better life in America.



1 30. For years, Plaintiff and her late husband spent within their means and saved up  
2 money in hopes of taking care of themselves financially in retirement.

3 31. After her husband passed, Plaintiff continued to support herself and her son with the  
4 hard-earned and carefully saved money.

5 32. Tragically and unexpectedly, nearly all of Plaintiff's hard-earned savings were  
6 stolen within three short weeks when she became the unsuspecting target of a common fraudulent  
7 financial scheme tailored to her vulnerable status as an elder and reliant on Defendant's active  
8 participation.

9 **B. Chase's Assistance in the Scammer's Pig Butchering Scheme**

10 33. Pig butchering schemes like the one Plaintiff fell victim to are so prevalent that  
11 Forbes recently estimated that the likely global losses due to the particular scams are in the  
12 billions.<sup>9</sup> This is in addition to the estimated \$37 billion per year the global media company  
13 estimates elder adults lose to financial scams each year.<sup>10</sup>

14 34. Plaintiff was deceived by a man who called himself, "Justin." Justin used a mobile  
15 messaging application to contact Plaintiff and to convince Plaintiff over time that he was her friend  
16 and that he had experienced success with cryptocurrency investments that Plaintiff could also  
17 benefit from. Justin instructed Plaintiff to download the fake investment application on her phone  
18 and to transfer her savings by moving money into her Chase account.

19 35. Next, Justin needed, and received Chase's assistance getting Plaintiff to wire money  
20 out of the same account.

21 36. Completely unaware that she was being defrauded, Plaintiff first walked into her  
22 local Chase branch in South Pasadena on August 4, 2022 and requested help wiring \$20,000.00 to  
23 a bank account with Cross River Bank. Plaintiff met with Chase employee, Ivan Lo.

24  
25  
26 <sup>9</sup> <https://www.forbes.com/sites/cyrusfarivar/2022/09/09/pig-butchering-crypto-super-scam/?sh=265dda0eec8e> (last accessed January 4, 2024)

27 <sup>10</sup> <https://www.forbes.com/advisor/personal-finance/elder-financial-abuse/#:~:text=One%20in%2010%20Americans%20aged,of%20elder%20abuse%20is%20financial.> (last accessed January 4, 2024)

1           37.     Though Lo was required to get authorization for the wire from his branch manager,  
2 Defendant McMurray, at no time did McMurray speak to Plaintiff before authorizing the  
3 transaction.

4           38.     Even more, at no time before wiring Plaintiff's money did Defendant McMurray, or  
5 any Chase employee, ask Plaintiff the reason for the wire; call Plaintiff's daughter, Cynthia  
6 Sugiyama, who was a co-account holder to alert her about the wire; or perform a sufficient risk  
7 assessment before approving the wire.

8           39.     In the following weeks, **Chase agents** from the South Pasadena and Redondo  
9 Beach Branches, including Defendant McMurray, assisted **in defrauding Plaintiff of nearly all of**  
10 **her retirement savings, a devastating loss of \$721,500.00.**

11           **C.     Defendants Knew that Plaintiff Was the Victim of Financial Abuse**

12           40.     Plaintiff has banked with Chase for many years.<sup>11</sup> Though Plaintiff utilized Chase's  
13 services for personal banking, credit card, and mortgage lending over the years. Plaintiff had not  
14 sent a wire through Chase for many years.<sup>12</sup>

15           41.     After her late husband's passing and prior to being victimized, Plaintiff covered  
16 most of her and her son's expenses via retirement savings.

17           42.     At the time of the first unusual, suspicious transaction, Defendant Chase knew that  
18 Plaintiff spent modestly, and never transferred large sums of money into or out of her Chase  
19 account. In fact, prior to the scam, Plaintiff's average monthly balance in 2022 was approximately  
20 \$7,600.00. In the six preceding years, her highest average monthly balance for any given year  
21 never exceeded \$18,000.00.

22           43.     By August of 2022, Plaintiff was 79, clearly over the age of 65, and residing in  
23 California, an "Elder" as defined by Cal.Welf. & Inst.Code § 15610.2.

24  
25  
26 \_\_\_\_\_  
27 <sup>11</sup> Plaintiff banked with one of Chase's wholly acquired predecessors, Washington Mutual, for  
some of this time.

28 <sup>12</sup> Plaintiff can confirm she had not sent a wire transfer for at least seven years, based on the  
availability of records going back that far but believes she had not sent any wire transfers for much  
longer than that.

1 44. The activity related to this fraud that occurred in her Chase account in August of  
2 2022 was unusual and suspicious from the first transaction and only became more unusual and  
3 suspicious with each subsequent fraudulent transaction.

4 **D. Defendant Violated Its Own Policies and Assurances to Monitor Transactions**  
5 **for Suspicious Activity**

6 45. At all relevant times, Defendants knew that elderly individuals are especially  
7 susceptible to financial fraud and that financial elder abuse accounts for tens of billion of dollars in  
8 losses each year (according to the Consumer Financial Protection Bureau). As explained by Chase  
9 on its website’s financial-abuse page, “[f]raud is on the rise . . . Fraud reports have increased by  
10 over 100% in the last 10 years.”<sup>13</sup>

11 46. Chase has known about these schemes and how its agents assist in perpetrating  
12 them for some time. Tellingly, Chase has been named in an increasing number of similar lawsuits  
13 involving elder Chase customers defrauded by wire scams dependent on the bank’s active  
14 involvement and cooperation.<sup>14</sup>

15 47. Chase was and is aware that one of the most “popular” schemes used to defraud  
16 elders is a fake “investment opportunity,” like the scheme Plaintiff fell victim to.<sup>15</sup>

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23

---

24 <sup>13</sup> <https://www.chase.com/digital/resources/privacy-security/financial-abuse> (last accessed January  
25 4, 2024)

26 <sup>14</sup> See, e.g., [https://www.10news.com/news/team-10/elderly-couple-loses-nearly-700k-online-  
27 scam#:~:text=They%20filed%20a%20lawsuit%20against,purchase%20and%20bank%20wire%20t](https://www.10news.com/news/team-10/elderly-couple-loses-nearly-700k-online-scam#:~:text=They%20filed%20a%20lawsuit%20against,purchase%20and%20bank%20wire%20t)  
ransfers (last accessed January 4, 2024); and *Gray v. JPMorgan Chase Bank, N.A.*, Central District  
of California Case No. CV 22-03090 DSF (PVCx).

28 <sup>15</sup> [https://www.chase.com/content/dam/chase-  
ux/documents/digital/resources/understanding\\_financial\\_scams\\_to\\_help\\_protect\\_yourself\\_and\\_yo  
ur\\_loved\\_ones.pdf](https://www.chase.com/content/dam/chase-ux/documents/digital/resources/understanding_financial_scams_to_help_protect_yourself_and_your_loved_ones.pdf) (last accessed January 4, 2024)



- 1 • August 4, 2022, employees at the Chase South Pasadena Branch who were under  
2 the management of Defendant McMurray wired \$20,000.00 to Cross River Bank  
3 without conducting a sufficient risk assessment, contacting Plaintiff's daughter,  
4 having a bank manager, including branch Manager McMurray herself, speak to  
5 Plaintiff;
- 6 • August 5, 2022, Chase Redondo Beach Branch employee, Eddie Correa, submitted  
7 a wire transfer request for \$41,500.00 to Cross River Bank without conducting a  
8 sufficient risk assessment, contacting Plaintiff's daughter, or having a bank  
9 manager speak to Plaintiff;
- 10 • August 8, 2022, employee Ivan Lo at the Chase South Pasadena Branch who were  
11 under the management of Defendant McMurray wired a whopping \$110,000.00 to  
12 Cross River Bank, without conducting a sufficient risk assessment, contacting  
13 Plaintiff's daughter, or having a bank manager, including branch Manager  
14 McMurray herself, speak to Plaintiff;
- 15 • August 9, 2022, a South Pasadena Branch employee helped Plaintiff deposit a  
16 cashier's check for \$199,000.00. Plaintiff advised the employee she wanted to wire  
17 the money out of the account after depositing the check. The employee told Plaintiff  
18 she would be unable to wire the money until August 10 and that another customer  
19 who wired money had "lost it." However, no Chase employee, including branch  
20 manager McMurray took any action to stop the ongoing fraud, including by  
21 conducting a sufficient risk assessment, or contacting Plaintiff's daughter;
- 22 • August 10, 2022, Plaintiff returned to the same bank branch and met with employee  
23 Ivan Lo, who had also wired Plaintiff's money on August 4. Lo effectuated two  
24 wires; one "test" wire for \$1,000.00 to Metropolitan Commercial Bank and another  
25 for the largest amount thus far, a massive \$200,000.00 wire to HSBC Bank. Lo,  
26 without conducting a sufficient risk assessment, contacting Plaintiff's daughter or  
27 having a bank manager, including branch Manager McMurray herself, speak to  
28 Plaintiff, completed both wires;

- August 11, 2022, the very next day, Lo, while under the management of Defendant McMurray, wired another \$150,000.00 to Metropolitan Commercial Bank without conducting a sufficient risk assessment, contacting Plaintiff's daughter or having a branch manager McMurray speak to Plaintiff; and finally
- August 22, 2022, Lo again wired \$199,000.00 to Metropolitan Commercial Bank without conducting a sufficient risk assessment, contacting Plaintiff's daughter or having a bank manager, including branch manager McMurray speak to Plaintiff.

51. Preceding each of the highly unusual and suspicious wire transfers draining Plaintiff's retirement savings were equally unusual and suspicious transfers and deposits into her account:

- On August 4, 2022, Plaintiff transferred \$6,900.00 and then \$14,180.00 into her Chase Account, and \$20,000 was then wired out of her Chase account that same day.
- On August 5, 2022, the next day, Plaintiff transferred another \$41,500.00 and \$113,000.00 into her account, and then submitted an outgoing wire transfer request for \$41,500.00 that same day. The funds were not sent until the following Monday, August 8, 2022, when another, \$110,000 was also wired out of Plaintiff's account.
- On August 9, 2022, Plaintiff deposited a cashier's check for \$199,000.00 and then, the next day, wire transferred another \$150,000.00 into her Chase account.
- On August 18, 2022, Plaintiff transferred the final \$199,000.00 into her Chase account. The money was wired out by Chase employees by August 22, 2022.

52. **By August 22, 2022, \$721,500.00 had been wired out of the Plaintiffs' Chase account thanks to the assistance of Chase agents and employees.**

53. None of this banking activity, which was highly unusual for Plaintiff, was monitored, flagged, reported as suspicious, reported to the co-account holder, or prevented by Defendant McMurray, South Pasadena or Redondo Beach employees, or any other Chase agents or representatives who approved or effectuated the wire transfers.

1 54. Defendants knew that the activity constituted financial elder abuse, as defined and  
2 outlined on its own website.

3 55. Defendants knew that by failing to follow their own policies, including failing to  
4 continuously monitor Plaintiff's account for suspicious activity, Plaintiff would be harmed.

5 56. Because of Defendants' knowing assistance in obvious financial fraud and repeated  
6 failures to fulfill its reporting duties, to follow its own policies, or to provide Plaintiff with the  
7 same protection it promises all of its customers, **Plaintiff has lost almost all of her retirement  
8 savings, nearly three quarters of a million dollars.**

9 **F. Defendants Knew Plaintiff's Banking Activity Mirrored the Hallmark Signs of**  
10 **Financial Elder Abuse**

11 57. A decade ago, the Board of Governors of the Federal Reserve System and  
12 Consumer Financial Protection Bureau joined with six other federal agencies in issuing an  
13 "Interagency Guidance on Privacy Laws and Reporting Financial Abuse of Older Adults"  
14 ("Interagency Guidance") to financial institutions such as Defendant Chase. The Interagency  
15 Guidance underscored what by then was a well-known problem to Defendants and the rest of the  
16 banking community:

17 Recent studies suggest that financial exploitation is the most common form of elder  
18 abuse . . . Older adults can become targets of financial exploitation by family  
19 members, caregivers, scam artists, financial advisers, home repair contractors,  
20 fiduciaries (such as agents under power of attorney and guardians), and others.  
21 Older adults are attractive targets because they may have significant assets or equity  
22 in their homes. They may be especially vulnerable due to isolation, cognitive  
23 decline, physical disability, health problems, and/or the recent loss of a partner,  
24 family member, or friend. **Financial institutions can play a key role in  
25 preventing and detecting elder financial exploitation. A financial institution's  
26 familiarity with older adults it encounters may enable it to spot irregular  
27 transactions, account activity, or behavior. Prompt reporting of suspected  
28 financial exploitation to adult protective services, law enforcement, and/or long  
term ombudsmen can trigger appropriate intervention, prevention of financial  
losses, and other remedies.**<sup>17</sup> (emphasis added)

58. The importance of the role of financial institutions in preventing and reporting  
financial elder abuse is emphasized in the Interagency Guidelines, including specifically clarifying

---

<sup>17</sup> [https://files.consumerfinance.gov/f/201309\\_cfpb\\_elder-abuse-guidance.pdf](https://files.consumerfinance.gov/f/201309_cfpb_elder-abuse-guidance.pdf) (last accessed  
January 4, 2024)

1 that financial institutions may observe financial exploitation and may report such conduct without  
2 violating an older adult's privacy.<sup>18</sup>

3 59. Further, the Interagency Guidelines specifically identify the well-known hallmarks  
4 of financial abuse of older adults, including, but not limited to:

- 5 • Erratic or unusual banking transactions, or changes in banking patterns, such as:  
6 Uncharacteristic attempts to wire large sums of money.<sup>19</sup>

7 60. A single such banking transaction by an elderly customer signifies financial abuse  
8 of an elder, as defined by California law, that is specifically identifiable and preventable by  
9 Financial Institutions like Defendants.

10 61. Within days of the first wire transfer on August 4, Plaintiff's banking pattern, each  
11 transaction of which Defendants actively facilitated, so blatantly demonstrated elder financial  
12 abuse, there is no question Defendants knew and substantially assisted in the abuse for the  
13 subsequent weeks, to the point that Plaintiff's life savings were nearly depleted.

14 62. No other plausible explanation existed for the manifestly suspicious string of seven  
15 wire transfers amounting to over \$720,000.00, involving two Chase branches.

16 63. Further, Chase knew that six out of seven of the suspicious wire transfers made  
17 from Plaintiff's Chase account exceeded the U.S. Department of Treasury's \$10,000.00 threshold  
18 requiring the filing of a "Currency Transaction Report," thereby invoking the scrutiny of Chase's  
19 management. That scrutiny would have necessarily focused upon (and thereby informed Chase's  
20 management of) the identity of the customer initiating the suspicious wire transfer, the amount of  
21 the suspicious transaction and the identity of the recipients.

22 64. Despite the fact that the very first wire transfer was for double the Department of  
23 Treasury's threshold, Chase employees continued to knowingly and substantially assist the blatant  
24 financial elder abuse, completing five more enormous transfers of four, ten and even twenty times  
25 the threshold without contacting Plaintiff's co-account holder, her daughter.

26 65. In the meantime, Chase not only failed to stop these fraudulent wire transfers, it  
27 continued to charge Plaintiff for each of the wire transfers that drained Plaintiff's accounts.

28 \_\_\_\_\_  
<sup>18</sup> Id.

<sup>19</sup> Id.



1           66.     When federal legislation such as the 2009 CARD Act clamped down on certain  
2 predatory pricing practices by national banks (e.g., high late fees, interest rate hikes, expensive  
3 overdraft protection), many of those banks, including Chase, looked for new sources of revenue to  
4 make up for what they lost. One new source was a higher fee for making wire transfers.<sup>20</sup>

5           67.     On information and belief, Defendants focus most of their employee training on  
6 developing a banker's abilities to sell Chase products of services, and complete transactions  
7 correctly, and conversely, very little training on their duty to not knowingly assist elder financial  
8 abuse or on how to report and prevent elder financial abuse.

9           68.     Because Chase spends so much more time training its representatives to sell bank  
10 products and services than it does training its representatives to spot and stop financial elder abuse,  
11 those skewed priorities left its representatives far more prepared to earn the fee it charges for wire  
12 transfers than to stop the blatantly unlawful elder financial abuse they were substantially assisting  
13 in this case.

14           **G. Plaintiff Has Suffered Emotional and Mental Harm Due to Defendants'**  
15           **Financial Elder Abuse**

16           69.     Financial elder abuse causes irreparable harm to its elderly victims, as occurred  
17 here. By the time the financial elder abuse is discovered by the victims, the original perpetrator has  
18 usually spent or otherwise siphoned off the elderly victims' assets. Efforts at restitution, therefore,  
19 are highly unlikely to yield any recovery of assets. The elderly victim often experiences a  
20 permanent decline in his or her standard of living. Many victims suffer even more from feelings of  
21 betrayal that typically accompany financial abuse.

22           70.     Prosecutors call financial exploitation of the elderly a "violent crime," not because  
23 of any physical force used by the wrongdoer, but because of its lethal effects. According to a  
24 leading resource on elder abuse, published for California Judicial Officers, the impacts of abuse  
25 include the following:

- 26           • Early morbidity for the elder, with the risk of death three times higher than for non-  
27           victims;

28           <sup>20</sup> <https://www.newyorker.com/business/currency/the-high-cost-for-the-poor-of-using-a-bank> (last  
accessed January 4, 2024)

- 1           • Significant health effects, including declining functional abilities; this often leads to  
2           progressive dependency, social isolation, a sense of helplessness, and a cycle of  
3           worsening stress and psychological decline.<sup>21</sup>

4           71. In addition to the hundreds of thousands of dollars that Plaintiff lost due to  
5 Defendants' active participation in this scheme, Plaintiff has suffered devastating mental and  
6 emotional harm, has lost sleep and has even considered ending her own life, upon learning of the  
7 scheme and about the role of the financial institution she formerly trusted.

8 **V. CAUSES OF ACTION**

9 **FIRST CAUSE OF ACTION**

10 **Violation of The Elder Abuse and Dependent Adult Civil Protection Act**

11 **Cal. Welf. & Inst. Code § 15600, et seq.**

12 **(Against all Defendants)**

13           72. Plaintiff incorporates by reference the allegations in paragraphs 1-74 as if they were  
14 set out in full herein.

15           73. At all times herein mentioned, Plaintiff was an elder within the meaning of the  
16 California Welfare & Institutions Code and a resident of California. Defendants knew Plaintiff was  
17 an elder. Because of her age, Plaintiff was substantially more vulnerable to the deceptive taking of  
18 her retirement savings and assets.

19           74. In order to assure customers that Chase will protect them from such popular  
20 fraudulent schemes, Chase promises customers that Chase “monitor[s] [customer’s] chase.com  
21 profile to help us detect fraud as early as possible.”<sup>22</sup>

22           75. Further, Defendants are mandated reporters of suspected financial abuse of an elder  
23 adult pursuant to Cal. Welf. & Inst. Code § 15630.1, were in direct contact with Plaintiff, reviewed  
24 Plaintiff’s financial documents, records, and transactions in connection with providing financial  
25 services to her, and who, within the scope of their professional practice, observed, and knew that

26 \_\_\_\_\_  
27 <sup>21</sup> “Elder Abuse Pocket Reference - A Medical/Legal Resource For California Judicial Officers,” a  
28 joint publication by the Judicial Council of California, Center of Excellence on Elder Abuse and  
Neglect and Program in Geriatrics, UC Irvine School of Medicine (2012), page 8.

<sup>22</sup> <https://www.chase.com/digital/resources/privacy-security/security/how-we-protect-you> (last  
accessed January 4, 2024)

1 her sudden, suspicious, and highly unusual banking activity reasonably appeared to be financial  
2 abuse.

3 76. Defendants observed and had knowledge of behavior and unusual circumstances  
4 and transactions that would lead an individual with adequate training or experience, based on the  
5 same facts, to form a reasonable belief that Plaintiff was the victim of financial abuse of an elder.

6 77. Defendants' own policies dictate for the continuous monitoring of such suspicious  
7 activity.

8 78. Due to Defendants' policies, knowledge and expertise, the failure to report, prevent  
9 or delay the suspicious transfers of hundreds of thousands of dollars from Plaintiff's Chase account  
10 in August of 2022, constituted assisting in the taking of funds from Plaintiff for a wrongful  
11 purpose, with the intent to defraud.

12 79. Defendants knew that their wrongful conduct was likely to be harmful to Plaintiff.

13 80. By performing the acts set forth above, Defendants are liable for financial abuse of  
14 an elder.

15 81. As a legal result of Defendants' conduct herein alleged, Plaintiff has suffered  
16 damages, including, without limitation, general and economic damages, in an amount according to  
17 proof at time of trial.

18 82. The actions taken by Defendants set forth above were in all respects reckless,  
19 fraudulent, oppressive, and/or malicious, and manifested conscious disregard for the rights of  
20 Plaintiff. Plaintiff is therefore entitled to an award of exemplary and punitive damages pursuant to  
21 § 3294 of the California Civil Code, according to proof at trial.

22 83. Plaintiff is entitled to reasonable attorney's fees and costs pursuant to Cal. Welf. &  
23 Inst. Code § 15657.5.

24 84. Wherefore, Plaintiff prays for relief as set forth below.

25 ///

26 ///

27 ///

28 ///

1 **SECOND CAUSE OF ACTION**

2 **Violation of California's Unfair Competition Law**

3 **Bus. & Prof Code § 17200**

4 **(Against all Defendants)**

5 85. Plaintiff incorporates by reference the allegations in paragraphs 1-87 as if they were  
6 set out in full herein.

7 86. Defendants' conduct was unlawful, unfair, and/or fraudulent within the meaning of  
8 Business & Professions Code § 17200.

9 87. Defendants' conduct was unlawful within the meaning of Business & Professions  
10 Code § 17200 in that, among other conduct and statutes, Defendants' conduct violated Cal. Welf.  
11 & Inst. Code § 15630.1 *et seq.*, as described in this Complaint.

12 88. Among other things, Defendants' agents and representatives failed to protect  
13 Plaintiff, an elder within the meaning of the California Welfare & Institutions Code and a resident  
14 of California, from predatory elder financial abuse, by failing to follow its own fraud monitoring,  
15 prevention and protection policies and transferring hundreds of thousands of dollars of Plaintiff's  
16 funds via wire transfers, failing to report the transfers to Plaintiff's co-account holder, and failing  
17 to fulfill their reporting requirements pursuant to Cal. Welf. & Inst. Code § 15630.1.

18 89. Defendants' actions are part of a general business practice that was effectuated by  
19 numerous agents and representatives across various different Chase locations in Los Angeles  
20 County.

21 90. By reason of the acts and conduct alleged herein, Plaintiff has suffered injury in  
22 fact.

23 91. Defendants have derived economic benefit by failing to follow their fraud  
24 prevention and protection policies and assisting in the taking of Plaintiff's funds from her Chase  
25 account. Plaintiff has a right to an order requiring Defendants to restore Plaintiff's money and  
26 interest, which may have been acquired by unfair, unlawful and/or fraudulent business practices, as  
27 well as the resulting general damages.

28

1 92. Pursuant to Business & Professions Code § 17203, Plaintiff seeks from Defendants  
2 restitution of all earnings, profits, compensation and benefit it obtained from Plaintiff, as a result of  
3 its conduct in violation of Business & Professions Code §§ 17200 *et seq.*, as described herein.

4 93. Plaintiff further seeks injunctive relief preventing Defendants from collecting on  
5 any outstanding debts owed by Plaintiff to Defendants.

6 94. Wherefore, Plaintiff prays for relief as set forth below.

7 **VI. PRAYER FOR RELIEF**

8 1. Injunctive relief to prevent Defendants from collecting from Plaintiff any  
9 outstanding debts;

10 2. Compensatory damages in an amount according to proof at trial;

11 3. Special and general damages in an amount according to proof;

12 4. Restitution in an amount according to proof;

13 5. Exemplary and punitive damages according to proof;

14 6. Costs of suit herein incurred;

15 7. Pre- and post-judgment interest at the maximum legal rate;

16 8. For attorneys' fees; and,

17 9. For such other relief as the Court may deem just and proper.

18 **VII. DEMAND FOR JURY TRIAL**

19 Plaintiff demands trial by jury on all issues so triable.

20  
21 Dated: January 30, 2024

**COTCHETT, PITRE & McCARTHY, LLP**

22  
23 By: \_\_\_\_\_

24 ANNE MARIE MURPHY  
25 BLAIR V. KITTLE  
26 THERESA E. VITALE

*Attorneys for Plaintiff*