

**IN THE UNITED STATES DISTRICT COURT FOR KANSAS  
AT KANSAS CITY**

<b>JEFF PORTER and TIFFANY PORTER,</b>	)	
	)	
<b>Plaintiffs,</b>	)	<b>Case No.: 2:24-CV-2277</b>
	)	
<b>v.</b>	)	<b>JURY TRIAL DEMANDED</b>
	)	
<b>JPMorgan Chase &amp; Co.,</b>	)	
	)	
<b>Defendant.</b>	)	

**COMPLAINT**

COME NOW, Plaintiffs Jeffrey Porter and Tiffany Porter, by and through their undersigned counsel and record, and for their Complaint, state as follows:

**PARTIES**

1. Plaintiff Jeffrey Porter is a natural person and a citizen of Kansas.
2. Plaintiff Tiffany Porter is a natural person and a citizen of Kansas.
3. Defendant JPMorgan Chase & Co. d/b/a Chase Bank is a Delaware limited liability company with its principal place of business in New York, New York. Defendant can be served at their registered agent, The Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware, 19801.

**JURISDICTION & VENUE**

4. Jurisdiction in this Court is proper pursuant to 28 USC 1331 as it invokes a federal question.
5. Venue in this Court is proper pursuant to 28 USC 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in this District.

**FACTUAL ALLEGATIONS**

6. Plaintiffs have banked with Chase Bank since 2009—approximately 15 years.

7. Plaintiffs have maintained a variety of accounts with Chase Bank, including checking and savings accounts.

8. Important to this case, Plaintiffs had a joint checking account (“Joint Checking Account”) and Mr. Porter had a personal savings account (“Mr. Porter’s Savings Account”) and personal checking account (“Mr. Porter’s Checking Account”).

9. All three of these accounts were established for personal, family, or household purposes.

10. The Joint Checking Account is an “account” as that term is defined by 15 U.S.C. 1693a(2).

11. Mr. Porter’s Savings Account is an “account” as that term is defined by 15 U.S.C. 1693a(2).

12. Mr. Porter’s Checking Account is an “account” as that term is defined by 15 U.S.C. 1693a(2).

### ***The Fraud***

13. On or about February 22, 2024, Mr. Porter receive a phone call purporting to be from the Chase Private Client phone number.

14. Mr. Porter declined the phone call because he was busy at work.

15. However, the Chase Private client phone number immediately called back, so Mr. Porter answered the call.

16. The individual on the other end of the phone identified himself as a Chase Private Client Fraud Specialist named Jacob Daniels.

17. Mr. Daniels informed Mr. Porter that there had been suspected fraudulent charges on Mr. Porter’s Checking Account in Dallas, Texas.

18. Mr. Daniels asked Mr. Porter to confirm if he had made those purchases in Dallas, Texas.

19. Mr. Daniels then had Mr. Porter go through a series of account verification steps that Mr. Porter was accustomed to as Chase Bank's standard operating procedure.

20. One of the verification steps included receiving a code via text message on his phone and providing those numbers to Mr. Daniels.

21. After purportedly verifying Mr. Porter's identity, Mr. Daniels informed Mr. Porter that his card ending in 4843 had been compromised.

22. Mr. Daniels also told Mr. Porter that someone had attempted a wire transfer to a Bank of America account in the name of Kevon Murray in the amount of \$30,550.00.

23. Mr. Porter informed Mr. Daniels that he does not know a Kevon Murray.

24. Mr. Porter requested that any wires out of Mr. Porter's Checking Account be halted or reversed.

25. Mr. Daniels then took further steps to purportedly protect Mr. Porter's Savings Account.

26. One of those steps included moving the funds in the Joint Checking Account and Mr. Porter's Savings Account to Mr. Porter's Checking Account.

27. To move the funds to Mr. Porter's Checking Account, Mr. Porter was again sent a code via text from Chase Bank which he provided to Mr. Daniels to verify his identity.

28. Finally, Mr. Daniels told Mr. Porter that everything looked good on his end and that Mr. Porter would see the money return to his account by the following morning.

29. This call with Mr. Daniels lasted approximately sixty (60) minutes.

30. On or about February 23, 2024, Mr. Daniels called Mr. Porter from the Chase Private Client phone number around 8:05 AM Central and, again, identified himself as a Chase Private Client Representative.

31. Mr. Daniels informed Mr. Porter that his account should be back to normal within the next two to three hours.

32. Shortly after 1:30 PM Central that same day, Mr. Porter called the Chase Private Client phone number to receive an update on his account.

33. A representative informed Mr. Porter that funds had been wired from his account on February 22, 2024 to a Bank of America account in the name of Kevon Murray.

***Plaintiffs' Attempts to Get Chase Bank to Address the Fraud***

34. It was at this point that Mr. Porter realized the calls from Mr. Daniels had been fraudulent and that he had been a victim of fraud.

35. Mr. Porter immediately froze all activity on Mr. Porter's Checking Account.

36. Then Mr. Porter submitted a claim and a wire fraud investigation.

37. Later that same day, Mr. Porter went to the Lenexa, Kansas police department to report theft and wire fraud. The Lenexa Police Department made a report of the incident and opened an investigation.

38. On or about Monday, February 26, 2024, Mr. Porter spoke with the Chase Claims Department.

39. The Chase Claims Department told Mr. Porter that they did not believe the wire transfer was fraudulent because Mr. Porter provided the six-digit code that was sent to his cellphone via text message.

40. The same day, Mr. Porter went into a local Chase Bank branch and worked with a representative to fax documents with additional information to the claims department in support of his fraud claim, including a copy of the police report.

***Chase Bank Denies Plaintiffs' Claim***

41. Sometime on or after February 29, 2024, Plaintiffs received a letter from Chase Bank dated February 29, 2024 (the "February 29, 2024 Letter") that stated that Chase Bank was denying Plaintiffs' claim because they determined that the wire transfer was "authorized or you received benefit from the item(s)."

42. Plaintiffs did not authorize the wire transfer.

43. Plaintiffs did not receive any benefit from the wire transfer.

***CFPB Guidance on Compliance with the EFTA***

44. The Consumer Financial Protection Bureau ("CFPB") provides guidance on compliance with the EFTA.

45. The CFPB specifically notes in its "frequently asked questions" that a fraudster using stolen credentials from a consumer does not relieve a financial institution from liability under the EFTA. *See* <https://www.consumerfinance.gov/compliance/compliance-resources/deposit-accounts-resources/electronic-fund-transfers/electronic-fund-transfers-faqs/>

46. Likewise, if a third party fraudulently induces a consumer into sharing account access information that is used to initiate an electronic fund transfer from the consumer's account, the consumer still retains the protections afforded by the EFTA. *See id.*

47. The CFPB goes a step further and notes that a financial institution cannot consider a consumer's negligence when determining if a consumer is liable for an electronic fund transfer. *See id.*

48. Chase Bank's response in its February 29, 2024 Letter essentially ignores the guidance provided by the CFPB.

49. Wells Fargo refused to provide the protections Plaintiffs were afforded under the EFTA and the FCBA.

***Plaintiffs' Damages***

50. As a result of Chase Bank's flagrant disregard for an obviously unauthorized wire transfer, Plaintiffs are out of pocket \$30,550.00.

51. Plaintiffs lost hours and hours of their time on the phone and in-person with Chase Bank to dispute the fraud upon their accounts.

52. As a result of Chase Bank's actions and omissions as discussed herein, Plaintiffs have each experienced significant and observable emotional distress, including, but not limited to, depression, anxiety, mental anguish, changes in mood, helplessness, marital stress, and sleeplessness.

53. Plaintiffs lost trust in Chase Bank as a result of Chase Bank's treatment of Plaintiffs.

54. Chase Bank's contacts with Plaintiffs were cold and impersonal during an incredibly emotional and challenging time for Plaintiffs.

55. Chase Bank made it clear to Plaintiffs in its contacts with Plaintiffs that Plaintiffs were just a number to Chase Bank.

56. Despite Plaintiffs' loyalty to Chase Bank for approximately 15 years, Chase Bank was not there for Plaintiffs when Plaintiffs needed Chase Bank the most.

57. To Chase Bank, loyalty was a one-way street from which Chase Bank could profit.

**COUNT I  
Violations of the EFTA**

58. Plaintiffs incorporate by reference the foregoing paragraphs as if fully reiterated herein.

59. The EFTA and Regulation E establish error-resolution procedures.

60. Specifically, the EFTA requires a financial institution that receives timely notice from a consumer of an error to investigate the alleged error, determine whether an error has occurred, and report or mail the results of the investigation and its determination to the consumer within ten (10) business days. *See* U.S.C. 1693f.

61. The type of scam committed here against Plaintiffs is a common one with which banks, including Chase Bank, are all too familiar, yet those banks choose to do nothing to prevent the scams and instead leave consumers holding the bag. *See* <https://www.latimes.com/california/story/2024-02-02/column-my-life-cannot-be-ruined-by-this-scammer-two-fraud-victims-lost-everything-and-sued-their-banks>.

62. Despite knowing how pervasive third-party bank fraud is against customers, Chase Bank's security measures for preventing such fraud are woefully inadequate.

63. In the March 8, 2024 fax from Plaintiffs to Chase Bank, Chase Bank received a police report documenting the fraud upon Plaintiffs' accounts.

64. Plaintiffs' March 8, 2024 fax sent by fax and received by Chase Bank constitutes timely notification to Chase Bank under 16 U.S.C. 1693f of fraudulent transfers identified herein.

65. As a result of Plaintiffs' timely notifications, Chase Bank was required to comply with the EFTA error resolution rules, which required Chase Bank to investigate the alleged errors and determine whether an error had occurred.

66. Chase Bank did not conduct a good faith investigation.

67. Chase Bank knew Plaintiffs were the victims of fraud, as illustrated by the notifications Plaintiffs sent to Chase Bank.

68. The foregoing acts and omissions constitute numerous and multiple violations of the EFTA (and implementing Regulation E), including, but not limited to:

- a. Chase Bank never issued a provisional credit for the fraudulent wire transfer;
- b. Chase Bank failed to conduct a good faith investigation into the errors alleged by Plaintiffs;
- c. Chase Bank did not have a reasonable basis for believing that the wire transfer was not in error, i.e., that there was not an incorrect electronic fund transfer from Mr. Porter's Checking Account;
- d. Chase Bank knowingly and willfully concluded that the electronic fund transfer of \$30,550.00 from Mr. Porter's Checking Account was initiated by Plaintiffs when that conclusion could not have reasonably been drawn from the information, documentation, and evidence available to Chase Bank; and
- e. Chase Bank failed to promptly provide copies of the documentation it relied upon in determining that no error had occurred in making the incorrect wire transfer.

69. Plaintiffs cannot be held liable for the unauthorized transfers described herein unless Chase Bank could demonstrate that the transfers were in fact authorized, pursuant to 15 U.S.C. 1693g.

70. As a result of Chase Bank's violations of the EFTA, Plaintiffs are entitled to their actual damages, pursuant to 15 U.S.C. 1693m(a)(1); statutory damages of not less than \$100 nor greater than \$1,000, pursuant to 15 U.S.C. 1693m(a)(2)(A); and costs of the action together with reasonable attorneys' fees as determined by the Court, pursuant to 15 U.S.C. 1693m(a)(3).



71. Additionally, despite Plaintiffs' timely notice of the incorrect wire transfer of \$30,550.00, Chase Bank did not recredit the account, nor investigate the error in good faith and/or Chase Bank did not have a reasonable basis for believing the wire transfer was not in error; thus, Plaintiffs are entitled to treble damages pursuant to 15 U.S.C. 1693f(e).

72. Additionally, Chase Bank knowingly and willingly concluded that Plaintiffs' account was not in error when such conclusion could not reasonably have been drawn from the evidence available to Chase Bank at the time of its investigation; thus, Plaintiffs are entitled to treble damages pursuant to 15 U.S.C. 1693f(e).

#### **DESIGNATION PLACE OF TRIAL**

73. Plaintiffs designates Kansas City as the place of trial.

#### **REQUEST FOR JURY TRIAL**

74. Plaintiffs are entitled to, and demand, a trial by jury.

Respectfully submitted,

/s/ Jenilee V. Zentrich

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