

GEOFF DAVIDIAN	§	
	§	
Plaintiff	§	
	§	
V.	§	Case No. 06SC045116
	§	
JPMORGAN CHASE BANK, N.A., ET AL,	§	
	§	
Defendants	§	

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**PLAINTIFF’S FIRST AMENDED AND SUPPLEMENTAL VERIFIED COMPLAINT**

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Plaintiff Geoff Davidian (Davidian), pro se, alleges against the Defendants JPMORGAN CHASE BANK, N.A. (“Chase Bank” or “The Bank”), Jeff Childs (“Childs”), William B. Harrison, Jr. (Harrison”) and James “Jamie” Dimon (“Dimon”) as follows:

**THE PARTIES**

1. Davidian is a 62-year-old citizen of Wisconsin. (See Attachment A, Affidavit of Geoff Davidian, ¶ 1, ¶ 2). Davidian is an “elderly” Wisconsin resident as defined by Wis. Stats. § 100.264(1) (c). Davidian is a customer as defined by § 421.301(17) of Wisconsin Statutes, known as the *Wisconsin Consumer Act*. . (See Attachment A, Affidavit of Geoff Davidian, ¶ 3) Additionally, Davidian may not waive or agree to forego rights and benefits under Chapters 421 to 427. (Wis. Stats. 421.106).

2. On information and belief, Defendant JPMorgan Chase Bank, National Association (FDIC Cert: 628) is a National Bank. The Bank has corporate headquarters at 1111 Polaris Parkway, Columbus, Ohio 43240. Chase Bank operates a branch at 111 E. Wisconsin Ave., Milwaukee, WI 53202. Chase Bank is successor by merger to Bank One, N.A. Chase Bank is a JPMorgan Chase & Co. brand. The corporate headquarters of JPMorgan Chase & Co.

are located at 270 Park Avenue, New York, NY 10017. JPMorgan Chase & Co. is incorporated under Section 245 of the General Corporation Law of the State of Delaware.

(See Attachment A, Affidavit of Geoff Davidian, ¶ 3)

3. On information and belief, CHILDS is the manager of the JPMorgan Chase Bank branch at 111 E. Wisconsin Ave., Milwaukee, WI. 53202.

4. On information and belief, DIMON is Chief Executive Officer and Chairman of the Board of JPMORGAN CHASE & CO. (See Attachment A, Affidavit of Geoff Davidian, ¶

4)<sup>1</sup> On information and belief, DIMON has been a Director since 2000 of JPMorgan Chase or a predecessor institution. On Dec. 12, 2006, DIMON was elected Chairman of the Board of JPMORGAN CHASE & CO., effective Dec. 31, 2006. On information and belief, DIMON was Chairman and Chief Executive Officer at Bank One Corp. On information and belief, DIMON is a member of the Trilateral Commission.<sup>2</sup> (See Attachment A, Affidavit of Geoff Davidian, ¶ 5)

5. On information and belief, HARRISON was Chairman of the Board of JPMorgan Chase & Co. from December 2005 until December 31, 2006. (See Attachment A, Affidavit

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<sup>1</sup> See also

<http://investor.shareholder.com/jpmorganchase/press/releasedetail.cfm?releaseid=222234&ReleaseType=Current>

<sup>2</sup> The Trilateral Commission is a global dominance group that excludes Africans, funded by JPMorgan Chase & Co. and other corporations and powerful individuals and public officials, with the goal of setting global policies consistent with their elitist agenda. The group is opposed to regional or state independence and decision making. The founder is David Rockefeller, also preeminent in the Bilderberg Group, according to Dr. Peter Phillips, professor of sociology at Sonoma State University in California. Dr. Phillips studies the forces that work against democracy in the United States and the world. The Bilderberg Group or Bilderberg Conference is an unofficial annual invitation-only conference of around 130 guests, most of whom are persons of influence in the fields of business, academia, media, or politics. Due to discussions by public officials and powerful business leaders (and others) being off the record, these annual meetings are the subject of much criticism (for circumventing the democratic process of discussing issues openly and publicly) and numerous conspiracy theories. The elite group meets annually, in secret, at exclusive, five-star resorts throughout the world, normally in Europe, although sometimes in the United States or Canada. It has an office in Leiden, South Holland, Netherlands.

of Geoff Davidian, ¶ 5)<sup>3</sup>

## FACTS

6. Plaintiff brings this verified amended and supplemental complaint pursuant to Wis. Stats § 802.09(4).

7. Davidian asserts direct injuries totaling \$161.63.

8. In November 2002, Davidian was a customer of Bank One, N.A., holding account No. 000000640365243 through the branch office at 111. E. Wisconsin Ave., Milwaukee, WI 53202. (See Attachment A, Affidavit of Geoff Davidian, ¶ 6).

9. On July 1, 2004 JPMorgan and Bank One completed the merger of their holding companies.<sup>4</sup> (See Attachment A, Affidavit of Geoff Davidian, ¶ 7)

10. After the merger, Chase converted Davidian's customer accounts from Bank One to JPMorgan Chase Bank, N.A., while retaining the same account number. (See Attachment A, Affidavit of Geoff Davidian, ¶ 8)

11. On June 1, 2006, Davidian inquired at Chase Bank branch at 111 E. Wisconsin Avenue, Milwaukee, WI 53202 about opening a second account.

12. During a June 1, 2006 marketing presentation, Defendant Childs and bank officer Bradley F. Diamond induced Davidian to open account No. 71881251. During the marketing presentation, Diamond and Childs induced Davidian to pay a \$65 annual fee<sup>5</sup> for two Chase Bank debit cards. (See Attachment A, Affidavit of Geoff Davidian, ¶ 9).

13. Diamond and Childs represented to Davidian that payment of the fees would allow

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<sup>3</sup> See also

<http://www.jpmorganchase.com/cm/cs?pagename=Chase/Href&urlname=jpmc/about/governance/members/harrison>

<sup>4</sup> See also <http://investor.shareholder.com/jpmorganchase/press/releasedetail.cfm?releaseid=144508>

<sup>5</sup> See also

[http://www.chase.com/ccp/index.jsp?pg\\_name=ccpmapp/individuals/debit\\_cards/page/continental\\_airlines](http://www.chase.com/ccp/index.jsp?pg_name=ccpmapp/individuals/debit_cards/page/continental_airlines)

Davidian to earn airline frequent flyer miles on Continental Airlines for all purchases made for the ensuing 12 months when the “credit” option was chosen for MasterCard purchases paid for from either the converted Bank One account No. 000000640365243 or the new account No. 71881251 opened that day. (See Attachment A, Affidavit of Geoff Davidian, ¶ 10).

14. During a June 1, 2006 marketing presentation to induce Davidian to open an account with The Bank, Defendant Childs and bank officer Bradley F. Diamond represented that as a depositor with a checking account, images of Davidian’s checks would be online for review for four months after they were presented and paid.

15. On July 24, 2006, Davidian filed Milwaukee County Circuit Court small claims action No. 2006-SC-25 895, asking for return of funds converted by defendants.

16. Over the following five months, Defendants continued to charge Plaintiff fees he did not owe. Plaintiff repeatedly went to the Bank to demand Defendants no longer remove funds to which they are not entitled.

17. Defendant Childs asserts he became frightened of the Plaintiff’s demands to not have Plaintiff’s money taken by the Bank and barred Davidian from ever entering any Chase Branch in the world and closed both of Davidian’s accounts.

18. Plaintiff had on deposit with Defendants sufficient funds to cover all obligations against both accounts, and Defendants knew or should have known of all pending debits and authorizations against the MasterCards that Plaintiff had paid \$65 to use for a full year.

19. Knowing there were pending debits against the accounts, Defendants nevertheless closed the account and sent a check purportedly cashing out Davidian.

20. The Bank on Dec. 4, 2006 refunded by check a total of \$41.68 that was on deposit in

Plaintiff's two accounts to cover outstanding items.

21. Defendants retained and did not return funds from unpaid electronic payments or credits to the accounts that were pending when they closed the accounts.

22. When the Bank finally acknowledged it had retained credits to Plaintiff's accounts when it cashed them out, the Bank withheld \$22 in fees. Defendants, through their attorney, have asserted that they are "processing" the \$22 refund, but they have not done so.

23. The Bank issued a partial payment of \$74.63 on Dec. 13, 2006. Plaintiff does not recall cashing said check and cannot find it.

24. Defendants refused to respond to requests that the check be reissued. Defendant Chase Bank demands a "global" settlement of "all outstanding" matters, draped in secrecy as the only remedy for Plaintiff short of litigation.

25. As of December 29, 2006 Defendant's stated that despite their earlier assertions that they were "processing" a \$22 refund for fees, they now will only refund the fees and the \$74.63 replacement check as part of a settlement of all claims in unrelated cases that would muzzle Plaintiff from ever speaking about the way Defendants do business. Even the couched apology for repeated problems would have to be kept secret as condition of return of funds the Bank has no claim to but continues to use for its own purposes.

26. On information and belief, Defendant JPMorgan Chase Bank charges fees and withholds funds on deposit from other customers, not only in Wisconsin but other states. (See Attachment A, Affidavit of Geoff Davidian, ¶ 11).

27. Defendants through their enterprise and organization derived pecuniary gain from the interrelated pattern of prohibited activity, as specified in Wis. Stats. 946.82(4), in violation of Wis. Stats. 946.83(2) and (3), and this pattern occurs continuously in a manner

described in Wis. Stats 946.85.

28. Using the assets obtained through prohibited activity, JPMorgan Chase Bank, N.A., funded directly or indirectly the Trilateral Commission, whose “New World order” is directed against the legitimate economy of the State of Wisconsin. See Attachment B.

29. The Bank and Childs removed the on-line access to images of Davidian’s cancelled checks, which they represented would be available for four months.

30. The online account information is evidence in Milwaukee County Circuit Court Case No. 2006-SC-25895 and 2006-CV-11909.

31. Davidian alerted Childs and Bank Vice President Brian Thurman that there were issues that needed to be resolved. Neither responded.

32. Davidian brings this action because Defendants will not respond to attempts to retrieve Davidian’s money, because Davidian has been barred from entering any JPMorgan Chase Bank and because defendants intentionally took possession of Davidian’s money although they are not entitled to retain possession of Davidian’s money under the Account Rules and Regulations. (See Attachment C)

## **CLAIM ONE**

### **BREACH OF CONTRACT**

33. Plaintiff incorporates by reference as though set forth in full here paragraphs 1 through 32 preceding.

34. By canceling two MasterCards that Davidian had paid for the use of in advance, Defendants JPMorgan Chase Bank N.A. and Childs and each of them intentionally controlled and took property and deprived Davidian of services for which he had paid.

35. Defendants' conduct as alleged herein resulted in serious interference with rights of Davidian to possess his property and to earn airline miles.

## **CLAIM TWO**

### **CONVERSION**

36. Plaintiff incorporates by reference as though set forth in full here paragraphs 1 through 35 preceding.

37. By canceling accounts because Davidian complained about conversion of funds, Defendants JPMorgan Chase Bank N.A. and Childs retained possession of at least \$96.63 that had been credited to Davidian's account.

## **CLAIM THREE**

### **FRAUDULANT REPRESENTATION IN VIOLATION OF 100.18 Wis. Stat.**

38. Plaintiff repeats and re-alleges as though more fully set forth herein paragraphs 1 through 37 preceding.

39. That Defendants JPMorgan Chase and Childs and each of them on June 1, 2006 fraudulently represented that the for a fee of \$65 covering two checking accounts, Davidian would have 12 months' use of MasterCard that would earn miles for dollars spent.

40. This fraudulent representation was made to induce Davidian, an elderly Wisconsin resident, to obtain services, which Defendants JPMorgan Chase Bank and Childs caused to be terminated.

## **CLAIM FOUR**

### **CONTINUING CRIMINAL ENTERPRISE**

41. Plaintiff repeats and re-alleges as though more fully set forth herein paragraphs 1

through 40 preceding.

42. The Defendants JPMorgan Chase Bank, DIMON, HARRISON and CHILDS and each of them, by participating in a prohibited ongoing enterprise, deprived Plaintiff of property and services Plaintiff had paid for with pecuniary gain derived going to an organization opposed to Wisconsin economic well being and policy independence.

**WHEREFORE, the Plaintiff asks this Court to grant the following relief:**

1. This Court assume jurisdiction;
2. This Court award the Plaintiff compensatory damages in the amount of \$161.63;
3. This Court award the Plaintiff supplemental damages according to the guidelines set forth in Wis. Stats. §100.264 VIOLATIONS AGAINST THE ELDERLY;
4. This Court award the Plaintiff punitive damages in the amount determined by the court against each defendant individually so that the defendants will learn to respect the property rights of others and be deterred from further misconduct;
5. This Court award damages consistent with the guidelines set forth in Wis. Stats. 946.87(4);
6. This Court consider appropriate civil remedies as set forth in Wis. Stats 946.87(1)(a), (b), (c), (d), (e), 2(a), (b).
7. This Court award costs and fees of this suit and reasonable attorney fees, if any;
8. This Court award or grant all such further and additional relief as is available under law or at equity and that the Court deems appropriate.

**VERIFIED COMPLAINT**

I, Geoffrey K. Davidian, represent that I have read the complaint, have direct and indirect knowledge of the allegations contained therein, and that the allegations are true and correct to the best of my knowledge.

Dated this 2<sup>nd</sup> day of January, 2007.

BY: \_\_\_\_\_

Geoff Davidian  
4101 N. Prospect Ave.  
Milwaukee, WI 53211  
(414) 964-2123

Subscribed and sworn before me this \_\_\_\_\_ day of January, 2007.

Notary Public, State of Wisconsin

My commission expires \_\_\_\_\_