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Via electronic and regular mail

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Phyllis J. Campbell, Chairman, Pacific Northwest
JPMorgan Chase & Co.
1301 Second Avenue, Floor 24
Seattle, WA 98101

Branch Manager
Auburn Branch
801 Auburn Way N.
Auburn, WA 98002

Dear Chase:

Peterson Young Putra has been retained by Ikenna Ihebom Njoku to represent him in an action against JP Morgan Chase Bank NA for the tort of conversion under Washington law.

Mr. Njoku's ordeal began on June 23, 2010, when he went to the Chase branch located inside the Fred Meyer at 801 Auburn Way, North, in Auburn, Washington to cash an \$8,463.21 cashier's check he had received *from Chase Bank* representing his 2009 federal tax refund. The IRS had actually wired more than \$9,000 into Mr. Njoku's bank account, but, unbeknownst to the IRS, Chase had closed Mr. Njoku's account because of alleged overdrafts. Chase then deducted the amount that it was allegedly owed, issued Mr. Njoku a cashier's check for the balance on June 15, 2010, and mailed that check to him. When Mr. Njoku presented the check for payment to Chase's teller along with two pieces of identification, for some inexplicable reason Chase's teller chose not to honor the check and asked Mr. Njoku to wait while she tried to determine what the problem was. After some time, the teller told Mr. Njoku that she could not cash the check and that she needed to "research" the check's validity. After waiting some time, Mr. Njoku left the bank, leaving his identification and the check with the teller.

Mr. Njoku returned to the bank the next day (June 24), and, even though they had had 24 hours to investigate the matter and determine that Mr. Njoku's check was valid, Chase's employees refused to honor the check and instead called the Auburn police department to make a claim that Mr. Njoku had presented a forged/fraudulent check. After receiving the complaint from Chase, the Auburn police department arrested Mr.

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Njoku and he spent the several days in jail. Meanwhile, because Mr. Njoku had driven his car to branch, Mr. Njoku's car was impounded and towed.

The next day, Friday, June 25, 2010, Chase realized that it had made an egregious error, that Mr. Njoku's check was valid and that it should have been honored. When the Auburn police called Chase to investigate, a Chase representative conceded the Bank's error, but Chase failed to immediately reissue another cashier's check to Mr. Njoku or otherwise give Mr. Njoku the more than \$,8000 it was retaining and that obviously was his. And, while Mr. Njoku was released from jail several days after his wrongful and unnecessary arrest, he had no money to retrieve his vehicle, so it remained in impound, incurring daily charges. Eventually Mr. Njoku's vehicle, which was nearly paid off (he owed only several hundred dollars on a 2000 Infinity I30), was sold by the company that had impounded the vehicle due to nonpayment. To make matters worse, because Mr. Njoku's car was necessary for his job, he lost his job as well. Had Chase promptly reissued Mr. Njoku another cashier's check or otherwise given him his \$8,463.21, he would have had the money to pay the tow and impound charges, his vehicle would not have been sold by the impound company, and he would not have lost his job. Instead, Mr. Njoku did not receive his funds until August 2010, when the Auburn police department released the original cashier's check to him.

While Chase may have been privileged to report its unfounded belief that the check Mr. Njoku presented for payment was a "bad check", it was nevertheless required to immediately reissue a check for or otherwise give Mr. Njoku the \$8,463.21 that was rightfully his once it learned (just one day later) that its tellers had been wrong, and that Mr. Njoku's check was in fact valid and should have been immediately honored. Chase's failure to immediately reissue Mr. Njoku's cashier's check or give him his \$8,436.21 constitutes the tort of conversion under Washington law. *See West Farm Service, Inc. v. Olsen*, 151 Wn.2d 645, 90 P.3d 1054 (2004); *Paris Am. Corp. v. McCausland*, 52 Wn. App. 434, 443, 759 P.2d 1210 (1988) (defining "conversion is a **willful interference with a chattel without lawful justification**, whereby a person entitled thereto is deprived of the possession of it.") (quoting *Olin v. Goehler*, 39 Wn. App. 688, 693, 694 P.2d 1129, *review denied*, 103 Wn.2d 1036 (1985)). As the victim of Chase's conversion, Mr. Njoku may also recover damages for losing his car and his job as a proximate result of Chase's failure to immediately reissue his check or give him his money. *See Potter v. Washington State Patrol*, 165 Wn.2d 67, 86, 196 P.3d 691 (2008) (noting that **consequential damages** may be available in some circumstances) (citing *Dennis v. Southworth*, 2 Wn. App. 115, 124, 467 P.2d 330 (1970) (allowing **damages** for the loss of profits or reasonable rental value of converted property)).

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At bottom, Chase's behavior with respect to Mr. Njoku was egregious and intolerable. What's more, it compounded its error by improperly delaying the reissuance of his obviously valid check or otherwise giving him his money, causing Mr. Njoku to lose his car and his job. This conduct does not reflect well on a national banking institution such as Chase. Mr. Njoku is entitled to recover under Washington law for Chase's conduct once it realized its error in failing to honor his check in the first place.

Chase has had more than a year to do the right thing, but it has not even offered an apology to Mr. Njoku. On behalf of Mr. Njoku, we demand full and fair financial compensation for Chase's unlawful conversion of Mr. Njoku's property and the resulting damages he has suffered. We look forward to receiving your offer within ten days of this letter.

Very truly yours,

PETERSON YOUNG PUTRA



Felix G. Luna and Matthew G. Knopp
FGL:dv

Cc: Ikenna Njoku