

STATE OF NEW YORK SUPREME COURT
COUNTY OF MONROE

DEAN A. KLEIN,

Plaintiff,

VERIFIED
COMPLAINT

-against-

J. P. MORGAN CHASE,

Defendant.

Index No.:

Plaintiff, Dean A. Klein, by and through his attorney John A. Annechino, Esq., of the Law Offices of John A. Annechino, complaining of Defendant, J. P. Morgan Chase, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action to remedy the breach of contract, falsely accusing the Plaintiff of a wrongdoing that did not exist, violation and breach of a contractual obligation, conversion, fraud and unjust enrichment by the Defendant against the Plaintiff.
2. Venue in this Court is proper, as Plaintiff and Defendant either reside or conduct business within the boundaries of Monroe County in the State of New York County and the acts complained of took place in Monroe County.

PARTIES

3. Plaintiff, Dean A. Klein, an individual, resides at 68 Fillingham Drive, Rochester, New York, and was employed by J.P. Morgan Chase for more than twenty-four (24) years until the involuntary termination of his employment on or about September 21, 2005 when he was forty eight (48) years old.
4. Defendant, J.P. Morgan Chase, is a financial institution having

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several locations in the City of Rochester, County of Monroe and State of New York.

FACTUAL STATEMENT COMMON TO ALL CLAIMS

8. Plaintiff was hired by the Defendant to a position as District and Transportation Coordinator for Upstate New York on September 30, 1980. Plaintiff's duties were to be overseer of branch pick-ups for all deposits/all invoices for transportation services.

9. During the course of his twenty-four years of employment by Chase the Plaintiff has had no disciplinary problems other than the one that is the subject of this matter.

10. On or around September 21, 2005, Defendant's Manager of Membership, James M. Shepherd, and an employee of the Bank Human Resources office, C.F.I Assistant Vice President of Fraud Prevention Wilmington, DE Office called the Plaintiff into a meeting. At that meeting, the Plaintiff was told that it has been brought to the attention of the Defendant from another employee that he, along with other employees, has been engaged in an activity that is improper to wit: that the Plaintiff along with other individuals were taking ink cartridges and recycling them for their own benefit. That the Plaintiff with other individuals has been taking property of Chase to promote their outside venture of recycling used ink cartridges.

11. Plaintiff explained to management that he asked other employees to stop such activity and did not approve or authorize any other individual to use his name for such activity.

12. Plaintiff was never afforded any type of hearing to defend himself against these false accusations or provided counsel to discuss his rights and

defenses.

13. Plaintiff has repeatedly requested from the Defendant a copy of any employment manual and any existing code of conduct manual that may exist to review his rights and obligations. Notwithstanding formal demands from Plaintiff's attorney over the years the Defendant has failed to comply and forward any manuals that may exist.

FIRST CAUSE OF ACTION

14. Plaintiff repeats and realleges each and every allegation of paragraphs 1-13 as if fully set forth herein.

15. Chase claimed their code of conduct manual addressed the conduct alleged and justified terminating the Plaintiff without due process. Plaintiff was never given the opportunity to defend himself and provided documentation supporting the Defendant's claims. As a result the Plaintiff was forced out of his job by the Defendant without just cause.

SECOND CAUSE OF ACTION

16. Plaintiff repeats and realleges each and every allegation of paragraphs 1-15 as if fully set forth herein.

17. As a result of the improper termination, the Defendant went further to improperly withhold and not afford to the Plaintiff property he was entitled to as a result of his employment at Chase.

THIRD CAUSE OF ACTION

18. Plaintiff repeats and realleges each and every allegation of paragraphs 1-17 as if fully set forth herein.

19. The Defendant acted upon another employee's statement who desired an advancement she could only achieve if the Plaintiff and his co-workers

were terminated. Chase never produced sufficient evidence to terminate the Plaintiff and more importantly to justify their act of conversion and withholding of funds rightfully due the Plaintiff.

FOURTH CAUSE OF ACTION

20. Plaintiff repeats and realleges each and every allegation of paragraphs 1-19 as if fully set forth herein.

21. The Defendant, in failing to provide the funds and benefits the Plaintiff was entitled to, resulted in an unjust enrichment to the Defendant in retaining and using those funds for its own benefit to the detriment of the Plaintiff.

FIFTH CAUSE OF ACTION

22. Plaintiff repeats and realleges each and every allegation of paragraphs 1-21 as if fully set forth herein.

23. Plaintiff did nothing to justify being denied his rightful benefits when terminated from his employment. Defendant's produced allegations for the sole purpose of denying the Plaintiff his rightfully-entitled severance package, stock options and retirement that applies. Plaintiff was not afforded counsel and was deceived into believing he had no other alternatives resulting in his termination. Even at will, the Plaintiff is entitled to his benefits and earned wages.

WHEREFORE, Plaintiff seeks judgment in his favor:

- a. Declaring that the acts complained of herein constitute a breach of contract, conversion unjust enrichment and fraud.
- b. Directing Defendant to properly and fairly compensate the Plaintiff by paying him monetary damages in the amount of all earnings he would have received but for Defendant's discriminatory, deceitful and tortious treatment of him, including, but not limited to, lost back and future wages, bonuses, pension, interest, severance package and any and all other lost monetary benefits;

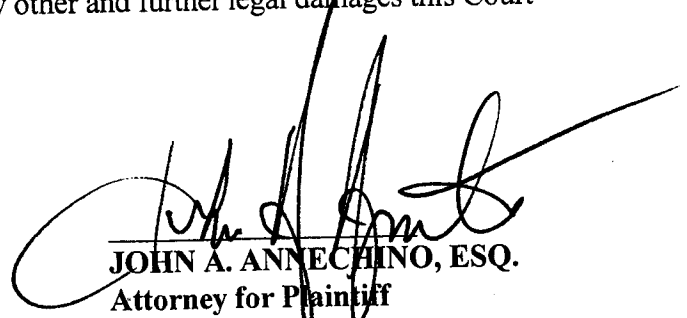
c. Directing Defendant, jointly and severally, to pay Plaintiff compensatory damages for the injuries he suffered and continues to suffer as a result of Defendant's unlawful actions in an amount to be determined, together with interest thereon;

d. Directing Defendant to pay Plaintiff punitive damages in an amount to be determined, together with interest thereon;

e. Directing Defendants to pay Plaintiff's attorney's fees and costs reasonably incurred in this action; and

f. Awarding Plaintiff any other and further legal damages this Court deems just and proper.

Dated: Rochester, New York
October 5, 2009



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