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17 JPMORGAN CHASE BANK, N.A.

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
19 **FOR THE COUNTY OF SACRAMENTO**

20 JPMORGAN CHASE BANK, N.A.,

21 Plaintiff,

22 vs.

23 THE STATE OF CALIFORNIA, a public  
24 entity, and CALIFORNIA STATE  
25 TREASURER'S OFFICE, a public entity,

26 Defendants.

Case No. \_\_\_\_\_

**COMPLAINT FOR DAMAGES AND  
DECLARATORY RELIEF FOR:**

- (1) INDEMNITY UNDER REGULATION J;  
(2) BREACH OF CONTRACT /  
EXPRESS CONTRACTUAL INDEMNITY;  
(3) UNJUST ENRICHMENT /  
RESTITUTION / QUASI-CONTRACT;  
(4) EQUITABLE INDEMNITY;  
(5) IMPLIED INDEMNITY;  
(6) DECLARATORY JUDGMENT  
JURY TRIAL DEMANDED

BY FAX

1 This action arises from JPMorgan Chase Bank, N.A.'s success in returning to California nearly  
2 half-a-billion dollars of taxpayer money. At the outset of the COVID-19 pandemic, the State had  
3 directed those funds to a company that purported to sell N95 face masks, but then decided not to proceed  
4 with the transaction based on concerns about the vendor. JPMC is pleased to have been able to help  
5 California recover its funds, but for those efforts, JPMC became targeted in a lawsuit brought by the  
6 company that claimed it could supply the masks. JPMC is therefore compelled to file this action in  
7 order to protect its rights and respectfully submits that statute, contract, common law, and equity make  
8 Defendants responsible for any losses JPMC suffers in the vendor's pending lawsuit.

9 JPMC alleges as follows:

#### 10 JURISDICTION AND VENUE

11 1. This Court has jurisdiction because the amount in controversy exceeds the sum or value  
12 of \$25,000.

13 2. Venue is proper in this Court under California Code of Civil Procedure § 395.  
14 Defendants, both public entities, reside in the County of Sacramento.

#### 15 PARTIES

16 3. Plaintiff JPMorgan Chase Bank, N.A. (JPMC) is a national bank organized under federal  
17 law.

18 4. Defendant THE STATE OF CALIFORNIA is a public entity.

19 5. Defendant CALIFORNIA STATE TREASURER'S OFFICE (STO) is a public entity.  
20 STO, at all times, acts on behalf of the State Treasurer.

21 6. California State agencies act on behalf of, and at the direction of, the State of California.

22 7. Whenever this Complaint refers to Defendants, it means both named Defendants.

#### 23 COMPLIANCE WITH CLAIM PRESENTATION PROVISIONS

24 8. Before filing this action, JPMC presented a notice of claim to the California Department  
25 of General Services (DGS) under California Government Code §§ 905, 910, 911.2, and 945.4.

26 9. JPMC timely presented its claim on March 19, 2021. Ex. A.

27 10. JPMC's claim stated any and all facts necessary for Defendants to investigate and  
28 potentially settle this matter.

11. The claim stated that “JPMC’s causes of action include, but are not limited to: statutory and contractual indemnification; breach of contract; equitable indemnification; and other equitable claims (including but not limited to unjust enrichment).”

12. DGS assigned claim number 21003100 to JPMC's claim.

13. On September 9, 2021, an employee of the DGS Government Claims Program deposited a rejection letter addressed to JPMC into the mail system. The rejection letter stated that the Government Claims Program “completed its investigation of [the] claim and rejected it for the following reasons. This claim for equitable indemnity concerns a pending lawsuit involving the claimant and other parties.”

14. The rejection letter advised that JPMC had “six (6) months from the date this notice was ... deposited in the mail to file a court action on this claim.” Ex. B.

15. In accordance with those instructions and California Government Code § 945.6, JPMC timely files this action.

## GENERAL FACTUAL ALLEGATIONS

### A. CALIFORNIA NEGOTIATES WITH BLUE FLAME

16. In March 2020, the State of California moved quickly to secure personal protective equipment (PPE).

17. It was an unprecedented emergency. The World Health Organization had just declared COVID-19 a pandemic.<sup>1</sup> California became the first State in the nation to order its residents to stay home.<sup>2</sup> There was a global shortage of PPE—face masks in particular. And fraud schemes disguised as PPE deals ran rampant.<sup>3</sup>

<sup>1</sup> World Health Organization, *WHO Director-General's Opening Marks at the Media Briefing on COVID-19* (Mar. 11, 2020), <https://bit.ly/3oKxSTD>.

<sup>2</sup> Centers for Disease Control and Prevention, *Timing of State and Territorial COVID-19 Stay-at-Home Orders and Changes in Population Movement* (Sep. 4, 2020), <https://bit.ly/35XAzuz>.

<sup>3</sup> See, e.g., Financial Crimes Enforcement Network (FinCEN), *FinCEN Encourages Financial Institutions to Communicate Concerns Related to the Coronavirus Disease 2019 (COVID-19) and to Remain Alert to Related Illicit Financial Activity* (Mar. 16, 2020) (referencing “reports regarding fraudulent marketing of COVID-19-related supplies, such as certain facemasks”), <https://bit.ly/35Zmr40>.



1           18.     During this time, on or around March 20, 2020, John Thomas introduced himself to high-  
2 level California officials, including the State Controller, and said that his company, Blue Flame Medical  
3 LLC, could deliver 100,000,000 N95 masks.

4           19.     Over the next few days, the State Controller's Office (SCO), the Governor's Office of  
5 Emergency Services (OES), and DGS corresponded with Blue Flame about a potential transaction. The  
6 State Controller told Blue Flame that she would engage the DGS Director and the Governor's Office  
7 about a potential deal. OES forwarded information to DGS so that DGS could vet the potential deal.

8           20.     On March 24, DGS told Blue Flame that the State wanted to issue a payment order for  
9 100,000,000 N95 masks.

10          21.     On the morning of March 25, representatives from DGS, SCO, and the California  
11 Department of Finance (DOF) communicated over email about the proposed deal.

12          22.     An SCO employee told the group, "The Controller does not want to lose this deal so  
13 anything your team can tell me about the payment required to be made, the timing of the payment and  
14 the payee, we will get this taken care of on our end."

15          23.     DGS prepared a purchase order for 100,000,000 N95 masks, and Blue Flame prepared an  
16 invoice. The total purchase price was \$609,161,000.00 and 75% prepayment was required.

17          24.     Defendants tried to issue a \$456,888,600 wire (constituting approximately 75%  
18 prepayment) to Blue Flame on March 25.

19          25.     While arranging payment logistics, an SCO officer wrote to a group of State employees,  
20 "We will need to dispense with the claim schedule in order to get this done and we will clean it up on  
21 the back end."

22          26.     But shortly afterwards, the same officer informed the group that they had missed the wire  
23 transfer deadline for that day such that the transaction would need to happen the next morning.

24           **B.     CALIFORNIA ORIGINATES AND CONFIRMS THE WIRE TRANSFER**

25          27.     On the morning of March 26, 2020, several State agencies, including SCO, STO, DOF,  
26 OES, and DGS prepared the wire transfer for Blue Flame, which was to be sent from STO's account  
27 with JPMC.

28          28.     JPMC, at all times relevant here, served (and continues to serve) as STO's bank.

1           29.     The DGS Director authorized the wire transfer.

2           30.     STO originated the \$456,888,600 wire transfer to Chain Bridge Bank, N.A. for Blue  
3 Flame's benefit.

4           31.     The wire was processed over the Federal Reserve's Fedwire Funds Service (Fedwire), a  
5 national interbank system for processing wire transfers.

6           32.     When the wire arrived at JPMC, it triggered an alert in JPMC's systems that screen  
7 transactions for suspicious activity.

8           33.     As part of JPMC's diligence in reviewing the transaction, JPMC promptly called an STO  
9 officer who confirmed that the wire was valid.

10          34.     With confirmation from its client that the wire was valid, JPMC sent Chain Bridge the  
11 wire via Fedwire.

12          35.     JPMC nonetheless continued to conduct diligence on the transaction, including through  
13 internal investigation into Blue Flame and by discussing the transaction with Chain Bridge, Blue  
14 Flame's bank.

15          36.     In the course of discussions with Chain Bridge, JPMC learned that Chain Bridge had  
16 placed a hold on the wire transfer and was in communication with the State. JPMC also learned from  
17 Chain Bridge that Blue Flame's account was new, that the account had been opened by a political  
18 lobbyist, and that the size of the wire was unusual for this client.

19           **C.     CALIFORNIA DECIDES TO CANCEL THE WIRE TRANSFER**

20          37.     Chain Bridge informed STO of the concerns that Chain Bridge had about its own client,  
21 including that Blue Flame's bank account had been opened the day before and that the client who  
22 opened the account was a political lobbyist.

23          38.     STO asked Chain Bridge not to release the wire to Blue Flame.

24          39.     JPMC also shared concerns about the transaction with STO.

25          40.     Based on concerns about Blue Flame, Defendants decided to cancel the wire transfer.

26          41.     STO asked JPMC to reverse the wire transfer.

27          42.     Chain Bridge also asked JPMC to reverse the wire transfer.

28          43.     JPMC sent Chain Bridge a request for reversal of the wire via Fedwire.

1           44. Chain Bridge then sent a reversal of the wire to JPMC via Fedwire.

2           45. While the reversal was in progress, STO asked JPMC to reach out to Chain Bridge and  
3 check on the status of the reversal.

4           46. No later than 1:02 p.m. PT on March 26, 2020, JPMC returned the funds in full to  
5 California.

6           47. Defendants reaffirmed their decision to have the funds returned to the State. That  
7 afternoon, a DGS officer emailed several State officials advising that the State was “no longer moving  
8 forward” with Blue Flame. He requested “whatever info and paperwork we need to submit in order to  
9 walk back the warrants and null the wire transfer request.”<sup>4</sup>

10          48. Blue Flame emailed Chain Bridge and asked to speak. Chain Bridge responded to Blue  
11 Flame’s email stating, “We received official notice from the sending bank to return the wire. Please  
12 resolve directly with the state of California.”

13          49. The State decided not to reissue the wire or proceed with the Blue Flame transaction.

14          **D. CALIFORNIA PRIVATELY THANKS JPMC**

15          50. On the evening of March 26, 2020, STO’s Deputy Treasurer for Public Finance emailed  
16 JPMC that it had “once again lived up to its reputation of watching out for its clients['] interests.”

17          51. Two months later, on May 20, STO’s Deputy Treasurer emailed JPMC and referenced  
18 “the Blue Flame wire transfer recall that you and the bank were so helpful on.”

19          52. One day after that, on May 21, the State’s Treasurer emailed the Chief Executive Officer  
20 of JPMC: “Thankfully, [JPMC] contacted my office immediately and assisted us in reversing the  
21 payment and protecting public money. ... Please accept my personal thanks for the bank’s efforts and  
22 the dedication of individual[] [bankers] that produced this positive result.”

23          **E. CALIFORNIA COMMENTS ON BLUE FLAME TRANSACTION**

24          53. The Blue Flame transaction became the subject of State congressional inquiry.

25          54. During that inquiry, the State testified that its diligence on Blue Flame deviated below  
26 regular operating procedures due to the urgent need for PPE, explained that it decided that the wire  
27

28  

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<sup>4</sup> Warrants are equivalent to checks or payments, which SCO prepares for STO.



1 transfer should be reversed, and credited JPMC for facilitating the return of funds with gratitude for that  
2 service.

3 55. Specifically, on May 11, 2020, the California Assembly conducted an oversight hearing  
4 titled, "State Contracting in Emergency: The Wild, Wild West: PPE in the COVID-19 Crisis" (the  
5 Hearing).

6 56. At the Hearing, the OES Director described the Blue Flame transaction as follows: "This  
7 one is an example of the countless number of activities that were going on that represented some form of  
8 misrepresentation or possibly fraud, in a time when our public safety—all of us—were responding to be  
9 able to source material with people taking advantage of it."

10 57. The OES Director continued: "In real time, there's so much happening. Now, in the  
11 time frame that we were talking about, it was literally, we were having a case where, you know, we  
12 would get an opportunity and within minutes, that opportunity was lost. It was challenging for all of us,  
13 even seasoned logistics specialists and emergency management personnel to be able to adequately make  
14 sure that all the I's were dotted and the T's were crossed as much as we possibly could be doing that in  
15 the timeframes that we were having."

16 58. The State Treasurer similarly testified: "[T]he need to take immediate action and to  
17 produce immediate results impacted the normal, careful, and deliberate checks and balances processes  
18 that were in place." She further explained, "[T]hings were happening very quickly, just competing with  
19 the federal government and other states for the PPE," which "really shortened or curtailed the normal  
20 vetting processes and checks and balances that usually happen[.]"

21 59. Concerning the reversal of the wire transfer, the State Treasurer stated that STO "clawed  
22 the money back pending further confirmation of the legitimacy of the payments."

23 60. An Assemblymember testified, "The California Treasurer did some really good work,  
24 looked into this as well, and really did her job well, and then she called the Governor's Office and said,  
25 'There is something fishy going on here.'"

26 61. Finally, Assemblymembers and State officials credited JPMC for helping California get  
27 the funds back. The OES Director testified that JPMC "recognized that there was a problem" and "then  
28 notified both the Treasurer and ... the Department of General Services almost simultaneously, at which

1 point, you know, that money was stopped and we pulled back and, you know, the rest is history. We  
2 didn't go that route."

3 **F. BLUE FLAME LITIGATION**

4 62. Blue Flame decided to sue as a result of the events described above.

5 63. On June 12, 2020, Blue Flame filed a complaint against Chain Bridge in the Eastern  
6 District of Virginia alleging violations of Article 4A of the Uniform Commercial Code and state law.  
7 The action was captioned *Blue Flame Medical LLC v. Chain Bridge Bank, N.A. et al.*, No. 1:20-cv-  
8 00658 (E.D. Va.).

9 64. Four months later, on October 13, Chain Bridge filed a third-party complaint against  
10 JPMC in the same action. The complaint asserted a claim for indemnification under Section 4A-211(f)  
11 of the Uniform Commercial Code, as incorporated into Regulation J, and, in the alternative, a claim for  
12 unjust enrichment seeking reimbursement from JPMC for any loss or expenses incurred as a result of the  
13 reversal of the wire transfer. Chain Bridge served JPMC with the third-party complaint on October 19,  
14 2020.

15 65. The third-party complaint caused (and continues to cause) JPMC to incur attorneys' fees  
16 and expenses, both for defending itself against Chain Bridge's claim and assisting Chain Bridge in  
17 contesting the underlying liability to Blue Flame.

18 66. On September 23, 2021, the district court granted Chain Bridge's motion for summary  
19 judgment against Blue Flame and denied Blue Flame's motion for summary judgment against Chain  
20 Bridge.

21 67. On Chain Bridge's third-party complaint, the district court granted summary judgment to  
22 Chain Bridge on the U.C.C. § 4A-211(f) claim, holding JPMC liable for fees and expenses incurred by  
23 Chain Bridge, and denied JPMC's motion for summary judgment against Chain Bridge.

24 68. Despite finding JPMC liable for indemnification of Chain Bridge's losses, the court took  
25 care to commend JPMC for going "above and beyond" on California's behalf. *Blue Flame Medical*  
26 *LLC v. Chain Bridge Bank, N.A.*, \_\_ F. Supp. 3d \_\_, 2021 WL 4341111, at \*14 (E.D. Va. 2021). The  
27 court stated that "JPMorgan can work out with California, in the separate proceeding in California, how  
28 to allocate its losses." *Id.*



69. On October 21, 2021, Blue Flame and JPMC each appealed the district court's judgment to the United States Court of Appeals for the Fourth Circuit.

70. Subsequently, Chain Bridge filed a motion in the federal district court seeking \$5,935,978.52 attorneys' fees and expenses that had been incurred thus far. JPMC opposed the motion.

71. Chain Bridge and JPMC reached a settlement that resolved Chain Bridge's demand for \$5,935,978.52 in attorneys' fees and expenses. Accordingly, Chain Bridge withdrew its motion.

72. The United States Court of Appeals for the Fourth Circuit ordered the appeals to be fully briefed by March 14, 2022.

**G. CONTRACTS BETWEEN CALIFORNIA AND JPMC**

73. At all times relevant here, JPMC has served as STO's bank, and STO has served as JPMC's customer, pursuant to several written contracts. Those contracts include: Business Signature Cards, the Certificate Regarding Accounts, the Client Access Service Terms, the Funds Transfer Security Procedure Agreement, the JPMC Account Terms, the Security Procedure Authorization, Services Security Administrator Designation Forms, the Treasury & Securities Cash Concentration Products Service Terms, and the USD Funds Transfer Service Terms (collectively, the Contracts).

74. JPMC has relied on, and continues to rely on, the Contracts at all times when conducting business with, and on behalf of, STO.

75. As an essential term of the Contracts, STO (the Customer) has agreed to be bound by the JPMC Account Terms, as incorporated by reference into the Contracts, which contain the following indemnification provision: "The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) (collectively, "Losses") arising out of or resulting from: (i) the Bank's acceptance or execution of any request, direction or transaction in connection with any Account or any Service provided to the Customer, including Items and Instructions; or (ii) the Bank's payment of any taxes, interest or penalty otherwise due from the Customer paid on the Customer's behalf, or for which the Bank has no responsibility under the Account Terms, the Service Terms, or any Account Documentation. Notwithstanding the foregoing, the Bank shall not be

1 indemnified for any Losses to the extent resulting directly from its own gross negligence, willful  
2 misconduct or fraud.”

3 **FIRST CAUSE OF ACTION**

4 **INDEMNIFICATION UNDER REGULATION J (12 C.F.R. §§ 210.25-210.32)**  
5 **(against Defendants)**

6 76. JPMC realleges and incorporates by reference all preceding and subsequent paragraphs of  
7 the Complaint as if fully set forth herein.

8 77. Under U.C.C. § 4A-211(f), as incorporated into Regulation J, “if the receiving bank, after  
9 accepting a payment order, agrees to cancellation ... of the order by the sender ... , the sender, whether  
10 or not cancellation ... is effective, is liable to the bank for any loss and expense, including reasonable  
11 attorney’s fees, incurred by the bank as a result of the cancellation ... .”

12 78. The State and STO requested cancellation of the wire transfer.

13 79. JPMC agreed to the cancellation and returned the \$456,888,600 to the State and STO by  
14 wire transfer.

15 80. Accordingly, the State and STO are liable to JPMC for “any loss and expenses, including  
16 reasonable attorney’s fees, incurred ... as a result of the cancellation” of STO’s payment order. This  
17 includes the costs and attorneys’ fees JPMC has incurred and will continue to incur as a result of the  
18 cancellation of STO’s payment order.

19 **SECOND CAUSE OF ACTION**

20 **BREACH OF CONTRACT / EXPRESS CONTRACTUAL INDEMNITY**  
21 **(against Defendants)**

22 81. JPMC realleges and incorporates by reference all preceding and subsequent paragraphs of  
23 the Complaint as if fully set forth herein.

24 82. JPMC and STO, on behalf of the State, entered into one or more written Contracts  
25 concerning STO’s accounts at JPMC and those Contracts remain in effect.

26 83. Those Contracts, as an essential term, require STO to indemnify JPMC for any and all  
27 claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys’ fees)  
28 (Losses) arising out of or resulting from JPMC’s acceptance or execution of any request, direction or

1 transaction in connection with any account or any service provided to STO, including items and  
2 instructions.

3 84. JPMC has performed all obligations required under the Contracts.

4 85. JPMC has incurred and continues to incur Losses arising out of or resulting from JPMC's  
5 acceptance and execution of STO's request and direction in connection with the March 26, 2020 wire  
6 transfer for \$456,888,600.

7 86. In the claim that JPMC filed with the DGS Government Claims Program on March 19,  
8 2021, JPMC sought indemnification from STO.

9 87. STO has not indemnified JPMC.

10 88. STO has breached its contractual obligation by failing to indemnify JPMC as required.

11 89. As a result of STO's breach, JPMC has incurred and continues to incur Losses.

12 **THIRD CAUSE OF ACTION**

13 **QUASI-CONTRACT / RESTITUTION / UNJUST ENRICHMENT**  
14 **(against Defendants)**

15 90. JPMC realleges and incorporates by reference all preceding and subsequent paragraphs of  
16 the Complaint as if fully set forth herein.

17 91. Pursuant to Defendants' request and/or on Defendants' behalf, JPMC returned all the  
18 funds at issue to the State.

19 92. As a direct result, Defendants received a benefit—the return of \$456,888,600.

20 93. Defendants have retained that benefit to date.

21 94. If Defendants are not required to indemnify JPMC pursuant to U.C.C. § 4A-211(f) or  
22 contractual indemnity, then Defendants would be unjustly enriched at the expense of JPMC and JPMC  
23 would be entitled to restitution.



1 **FOURTH CAUSE OF ACTION**

2 **EQUITABLE INDEMNITY**  
3 **(against Defendants)**

4 95. JPMC realleges and incorporates by reference all preceding and subsequent paragraphs of  
5 the Complaint as if fully set forth herein.

6 96. By requesting that the wire transfer be reversed, accepting the return of the wire transfer,  
7 and deciding not to reissue the wire transfer, Defendants declined to move forward with the Blue Flame  
8 transaction.

9 97. As a result of that conduct, Blue Flame sued for damages and JPMC incurred (and  
10 continues to incur) harm in connection with the resulting third-party indemnification claim.

11 98. It is only equitable for Defendants to bear the burden of their own decision to terminate  
12 any obligations to Blue Flame that Defendants alone took on.

13 99. If Defendants are not required to indemnify JPMC pursuant to U.C.C. § 4A-211(f) or  
14 contractual indemnity, then equity requires such indemnification.

15 **FIFTH CAUSE OF ACTION**

16 **IMPLIED INDEMNITY**  
17 **(against Defendants)**

18 100. JPMC realleges and incorporates by reference all preceding and subsequent paragraphs of  
19 the Complaint as if fully set forth herein.

20 101. JPMC acted as an agent for Defendants as to the wire transfer at issue, at all times  
21 relevant to this suit.

22 102. JPMC has incurred (and continues to incur) harm as a result of pursuing Defendants'  
23 instructions and interests, and/or performing Defendants' business.

24 103. Defendants must indemnify JPMC for loss and expenses incurred in litigation with third  
25 parties that are based on JPMC's conduct as an agent.

1 **SIXTH CAUSE OF ACTION**

2 **DECLARATORY JUDGMENT**  
3 **(against Defendants)**

4 104. JPMC hereby realleges and incorporates by reference all preceding and subsequent  
5 paragraphs of the Complaint as if fully set forth herein.

6 105. An actual and justiciable controversy exists as to the rights and duties of JPMC and  
7 Defendants by operation of U.C.C. § 4A-211(f), under the written indemnity agreement incorporated  
8 into Contracts between them, and under the doctrines of quasi-contract / restitution / unjust enrichment,  
9 equitable indemnity, and implied indemnity.

10 106. JPMC contends and seeks a declaratory judgment that: Defendants must indemnify  
11 JPMC for any and all Losses—past, present, and future—arising out of or resulting from the  
12 \$456,888,600 wire transfer originated by STO on March 26, 2020.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, JPMC prays for relief as follows:

- 15 1. That the Court enter judgment in favor of JPMC and against Defendants on all causes of  
16 action alleged herein.
- 17 2. That the Court issue a judgment requiring Defendants to indemnify JPMC for any and all  
18 loss and expenses, including reasonable attorneys' fees—past, present, and future—  
19 arising out of or resulting from the \$456,888,600 wire transfer originated by STO on  
20 March 26, 2020.
- 21 3. That the Court order an award of money damages against Defendants, in favor of JPMC,  
22 for all loss and expenses including reasonable attorneys' fees incurred by JPMC as a  
23 result of Defendants' conduct relating to the March 26, 2020 wire transfer for  
24 \$456,888,600.
- 25 4. Any such further relief as this Court deems just and proper.
- 26  
27  
28

1  
2 Date: February 24, 2022

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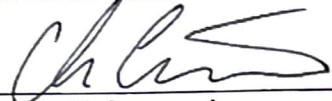


1 DEMAND FOR JURY TRIAL

2 Plaintiff JPMorgan Chase Bank, N.A. demands a trial by jury on all issues and causes of action  
3 alleged against each of the Defendants.  
4

5 Date: February 24, 2022

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