



resident of Pennsylvania, and (2) the matter in controversy exceeds \$75,000.00, exclusive of interests and costs.

5. Venue is proper because the facts leading to the transaction, including the wrongful withdrawal of the \$200,000.00 by Defendant Juan Acevedo occurred in Reading, Pennsylvania, which is situated in the Eastern District of Pennsylvania, and Plaintiff Mark Ishimatsu is willing and able to avail himself to this jurisdiction for the purposes of this lawsuit.

### **FACTS**

6. On or about January 1, 2017, Plaintiff opened an investment account with LPL Financial LLC and deposited money for investment at its office located at 7777 Center Avenue, Huntington Beach, California 92647.

7. LPL Financial LLC assumed a fiduciary duty to care for the funds that Plaintiff deposited initially and continued to deposit from time to time.

8. On June 4, 2024, Plaintiff requested that LPL Financial LLC withdraw \$200,000.00 from his account and transfer via Automated Clearinghouse (“ACH”) to Fidelity Financial Services LLC [hereinafter referred to as “Fidelity Investments”] to Account Holder, Haley Glor, using forms prepared by LPL Financial LLC.

9. The intended recipient, Haley Glor, did not receive the funds at her account at Fidelity Investments.

10. On June 10, 2024, understanding that Haley Glor did not receive the funds, Plaintiff instructed LPL Financial LLC to reverse the ACH transaction for \$200,000 on June 4, 2024.

11. On June 12, 2024, LPL Financial LLC informed Plaintiff that the routing number Plaintiff designated for transfer to Fidelity Investments was correct; however, Plaintiff did not designate the correct Fidelity Account Number for Haley Glor; the account number Plaintiff

provided to LPL Financial was missing one digit from Haley Glor's account number with Fidelity Investments.

12. On July 17, 2024, after attempts to recall the funds failed, LPL Financial LLC's employees or agents recommended to Plaintiff that he file a fraud report with Fidelity Investments to release their customer information for the receiving account that erroneously received the \$200,000.00 that Plaintiff sent to Fidelity Investments.

13. On July 18, 2024, when Plaintiff had made a demand for the return of the \$200,000.00 to his account, Fidelity Investments informed Plaintiff that the funds were no longer in the receiving account and that the account holder had withdrawn the funds from the account at Fidelity Investments.

14. By way of a subpoena to Fidelity Investments on August 21, 2024, Fidelity Investments indicated that an account for Juan L. Acevedo received the \$200,000 that was intended to be transferred to Haley Glor.

15. Fidelity Investment's records demonstrate that Juan L. Acevedo received a deposit from LPL Financial on June 5, 2024, in the amount of \$200,000, as evidenced by a true and correct copy of Juan L. Acevedo's June 2024 Account Statement (for account ending in 6930), as redacted to remove any confidential information, appended hereto as Exhibit "1" and incorporated herein by reference.

16. Prior to receiving the \$200,000 transfer from LPL Financial on June 5, 2024, the June 2024 Fidelity Account Statement indicates that the account balance was \$2.15. *See* Ex. 1.

17. Juan L. Acevedo's June 2024 Fidelity Investment Account Statement further indicates that he made two (2) electronic fund transfers, each for \$100,000, to a Wells Fargo Bank Account ending in 1018—the first on June 7, 2024 and the second on June 10, 2024. *See* Ex. 1.

18. Plaintiff Mark Ishimatsu never intended for the money to be deposited into Defendant Acevedo's account.

19. As such, Defendant Acevedo knew or should have known that the \$200,000.00 deposited into his account was in error when received in his Fidelity Investments account on or around June 5, 2024, and never should have withdrawn the money knowing that it was not intended to be transferred to him.

20. Since that withdrawal, Defendant Acevedo continues to make those funds unavailable to Plaintiff, LPL Financial LLC, and/or Fidelity Investments, such that it is not possible to reverse Plaintiff's ACH transfer from June 4, 2024 that was erroneously deposited in Defendant Acevedo's account.

21. By transferring the \$200,000 from Fidelity Investments to Wells Fargo Bank, Account Number ending in 1018, , Defendant Acevedo has taken actions to convert the \$200,000.00 to his own use and unjust enrichment and deprive Plaintiff from accessing and making use of the money.

**COUNT I**  
**CONVERSION**

22. Plaintiff hereby incorporates by reference each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

23. Defendant Acevedo has, and continues, to illegally retain \$200,000.00 of Plaintiff's money without any legal or factual justification therefore, and has converted the same for his own use by withdrawing the money from his account with Fidelity Investments and remitting it to an account at Wells Fargo Bank, Account Number ending in 1018, which, upon information and belief, is an account titled in the name of Defendant Acevedo.

24. Defendant Acevedo substantially interfered and exercised unlawful dominion over Plaintiff's \$200,000 by removing the funds from his Fidelity Investment Account and transferring the same to his account ending in 1018 with Wells Fargo Bank, thereby making it impossible for LPL Financial and/or Fidelity Investments LLC to reverse the ACH transaction from June 4, 2024.

25. Plaintiff did not consent to Defendant Acevedo's possession or use of the \$200,000.00.

26. As a result of Defendant Acevedo's actions, Plaintiff Mark Ishimatsu was harmed and will continue to be harmed until Defendant Acevedo returns the \$200,000.00 to Plaintiff.

27. Retention of these benefits by Defendant is unjust and inequitable and deprives Plaintiff access to his personal property that was mistakenly transferred into Defendant's Fidelity Investment's account.

28. As a result of Defendant Acevedo's conduct, in withdrawing the money to Wells Fargo Bank, that he knew was deposited into his Fidelity Investment's account in error, Plaintiff Mark Ishimatsu has suffered damages in an amount to be proven at trial and seeks equitable relief in the form of Restitution and Affirmative Injunctive Relief to order the return of his personal property.

29. Plaintiff is entitled to damages as a result of Defendant Acevedo's conversion, in the nature of restitution, plus all other premiums, monies, fees, and charges owed, unjustly and inequitably retained.

**COUNT II**  
**UNJUST ENRICHMENT**

30. Plaintiff incorporates by reference each and every allegation contained in the foregoing paragraphs as if fully set forth herein.

31. Defendant Acevedo has, and continues to be, unjustly enriched as a result of the conduct described above in Plaintiff's Complaint.

32. Defendant Acevedo knew or should have know that the deposit of \$200,000.00 LPL Financial transferred to Defendant Acevedo's Fidelity account was deposited erroneously.

33. Defendant Acevedo retained the \$200,000 and made it impossible for LPL Financial or Fidelity Investments to reverse the transfer when Defendant Acevedo transferred the \$200,000 from his Fidelity Account to his account at Wells Fargo Bank.

34. .

35. Retention of the \$200,000.00 by Defendant Acevedo is unjust and inequitable.

36. As such, Plaintiff is entitled damages from Defendant Acevedo, in the nature of restitution, plus all other premiums, monies, fees, and charges owed, unjustly and inequitably retained.

**WHEREFORE**, Plaintiffs respectfully request that this Honorable Court enter judgment in their favor and against Defendant Juan Acevedo, for all available damages under the law, including attorneys' fees, punitive damages, actual damages, and such other relief that this Court deems just and equitable.

**JURY DEMAND**

Plaintiff Mark Ishimatsu hereby demands a trial by jury on all issues.

Respectfully Submitted,

/s/ Inder D. Paul

Inder D. Paul, Esquire  
WEBER GALLAGHER SIMPSON  
STAPLETON FIRES & NEWBY  
2225 Sycamore Street  
Mailbox #625

Harrisburg, PA 17111  
(717) 237-6947  
Inder.paul@wglaw.com

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