

CJ 22-5859
Dishman



DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

GALA HARPER,)
)
Plaintiff,)
)
v.)
)
LIBERTY NATIONAL BANK,)
)
BANK TELLER NO. 3, and)
)
BANK TELLER JOHN AND JANE)
)
DOES,)
)
Defendants.)

Case No.:

CJ - 2022 - 5859

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

DEC 02 2022

RICK WARREN
COURT CLERK

95

PETITION

Plaintiff, Gala Harper, for her Petition against Defendants, Liberty National Bank, Bank Teller No. "3," and Bank Tellers "John and Jane Does," alleges and states as follows:

JURISDICTION AND PARTIES

1. Defendant, Liberty National Bank ("**Defendant**"), is an Oklahoma financial institution that "serves customers all across Oklahoma." <https://www.lnbok.com/About-Us.aspx> Defendant is located in Oklahoma City, Lawton, Chickasha, Elgin, Blanchard, Medicine Park, and Apache. *Id.*

2. Upon information and belief, Bank Teller No. "3" is an individual who resides in Oklahoma. Bank Teller No. "3" was employed by Defendant as a bank teller between February 1, 2021 and December 27, 2021. The identity of Bank Teller No. "3" is currently unknown, but will be revealed through the course of discovery.

3. The identities of additional Bank Tellers who share legal responsibility for the actions complained of herein (the "Doe" Defendants) are also believed to be Oklahoma residents who were

employed by Defendant between February 1, 2021 and December 27, 2021. Their identities will also be revealed through discovery.

4. At all times material hereto, Defendant's employees were acting within the course and scope of employment with Defendant.

OPERATIVE FACTS

5. In or around the year 2000, Plaintiff, Gala Harper, opened a Money Market Account with Defendant, Account Number 343935 (the "Account"). Several additional accounts were opened thereafter.

6. As the only Authorized Signer listed on the Account's Signature Card, Ms. Harper was the only individual authorized to withdraw monies from the Account.

7. At all times material hereto, Defendant promised Ms. Harper and all of its customers that it would only honor checks that were properly payable and signed by an Authorized Signer. Further, Defendants were obligated by state and federal law to safeguard Ms. Harper's funds from criminal activity, suspicious activity, and unauthorized withdrawals. Defendants were further obligated to serve as a community watchdog for elderly abuse.

8. Sometime on or around February of 2021, Ms. Harper's daughter, Tamara Walters, gained access to Ms. Harper's checkbook.

9. During the period of February 2021 through December 2021, Walters, using stolen checks, forged Ms. Harper's signature **91 times** and absconded with \$445,300.00.

10. On October 17, 2022, the State of Oklahoma charged Walters with **91 felony counts** of uttering a forged instrument. (See Case No. CF-2022-00246, Grady County, Oklahoma.)

11. The following table identifies the frequency and magnitude of illegal, forged, checks which were funneled through the bank by Defendants' employees, and then processed by Defendant:

	DATE	PAYEE	CHECK NO.	AMOUNT
1.	2/1/2021	Tamara Walters	2457	\$5,000.00
2.	2/1/2021	Tamara Walters	2593	\$3,000.00
3.	3/12/2021	Tamara Walters	2443	\$3,500.00
4.	3/17/2021	Tamara Walters	2441	\$3,500.00
5.	3/24/2021	Tamara Walters	2543	\$3,000.00
6.	3/26/2021	Tamara Walters	2544	\$3,000.00
7.	3/29/2021	Tamara Walters	2547	\$3,500.00
8.	4/5/2021	Tamara Walters	2556	\$3,500.00
9.	4/8/2021	Tamara Walters	2548	\$5,000.00
10.	4/12/2021	Tamara Walters	2549	\$5,000.00
11.	4/15/2021	Tamara Walters	2414	\$3,500.00
12.	4/19/2021	Tamara Walters	2415	\$5,000.00
13.	4/19/2021	Tamara Walters	2416	\$3,500.00
14.	4/21/2021	Tamara Walters	2417	\$5,000.00
15.	4/26/2021	Tamara Walters	2418	\$3,500.00
16.	4/26/2021	Tamara Walters	2419	\$5,000.00
17.	4/28/2021	Tamara Walters	2420	\$3,500.00
18.	4/30/2021	Tamara Walters	2422	\$3,500.00
19.	5/5/2021	Tamara Walters	2423	\$3,500.00
20.	5/7/2021	Tamara Walters	2424	\$5,000.00
21.	5/10/2021	Tamara Walters	2602	\$3,500.00
22.	5/11/2021	Tamara Walters	2603	\$5,000.00
23.	5/13/2021	Tamara Walters	2606	\$5,000.00

24.	5/14/2021	Tamara Walters	2607	\$5,000.00
25.	5/18/2021	Tamara Walters	2608	\$5,000.00
26.	5/20/2021	Tamara Walters	2609	\$3,500.00
27.	5/21/2021	Tamara Walters	2610	\$5,000.00
28.	5/24/2021	Tamara Walters	2611	\$3,500.00
29.	5/24/2021	Tamara Walters	2612	\$5,000.00
30.	5/26/2021	Tamara Walters	2613	\$5,000.00
31.	5/27/2021	Tamara Walters	2566	\$5,000.00
32.	6/1/2021	Tamara Walters	2614	\$3,800.00
33.	6/2/2021	Tamara Walters	2615	\$5,000.00
34.	6/4/2021	Tamara Walters	2616	\$7,500.00
35.	6/7/2021	Tamara Walters	2621	\$5,500.00
36.	6/7/2021	Tamara Walters	2622	\$5,000.00
37.	6/21/2021	Tamara Walters	2605	\$3,500.00
38.	6/22/2021	Tamara Walters	2661	\$5,000.00
39.	7/2/2021	Tamara Walters	2662	\$5,000.00
40.	7/6/2021	Tamara Walters	2663	\$5,000.00
41.	7/9/2021	Tamara Walters	2664	\$5,000.00
42.	7/15/2021	Tamara Walters	2665	\$5,000.00
43.	7/19/2021	Tamara Walters	2666	\$5,000.00
44.	7/22/2021	Tamara Walters	2624	\$5,000.00
45.	7/26/2021	Tamara Walters	2667	\$5,000.00
46.	7/29/2021	Tamara Walters	2668	\$5,000.00
47.	8/2/2021	Tamara Walters	2669	\$5,000.00
48.	8/5/2021	Tamara Walters	2670	\$5,000.00
49.	8/9/2021	Tamara Walters	2671	\$5,000.00

50.	8/11/2021	Tamara Walters	2672	\$5,000.00
51.	8/16/2021	Tamara Walters	2674	\$5,000.00
52.	8/25/2021	Tamara Walters	2673	\$5,000.00
53.	8/27/2021	Tamara Walters	2736	\$5,000.00
54.	8/31/2021	Tamara Walters	2737	\$5,000.00
55.	9/9/2021	Tamara Walters	2740	\$5,000.00
56.	9/13/2021	Tamara Walters	2741	\$5,000.00
57.	9/15/2021	Tamara Walters	2743	\$6,500.00
58.	9/20/2021	Tamara Walters	2745	\$5,000.00
59.	9/22/2021	Tamara Walters	2747	\$5,000.00
60.	9/24/2021	Tamara Walters	2742	\$6,500.00
61.	9/27/2021	Tamara Walters	2744	\$5,500.00
62.	9/29/2021	Tamara Walters	2748	\$5,000.00
63.	10/1/2021	Tamara Walters	2749	\$6,500.00
64.	10/4/2021	Tamara Walters	2786	\$5,000.00
65.	10/6/2021	Tamara Walters	2782	\$6,500.00
66.	10/8/2021	Tamara Walters	2783	\$5,000.00
67.	10/12/2021	Tamara Walters	2784	\$5,000.00
68.	10/14/2021	Tamara Walters	2785	\$5,000.00
69.	10/18/2021	Tamara Walters	2746	\$5,000.00
70.	10/19/2021	Tamara Walters	2787	\$5,000.00
71.	10/21/2021	Tamara Walters	2788	\$6,500.00
72.	10/22/2021	Tamara Walters	2789	\$5,000.00
73.	11/1/2021	Tamara Walters	2790	\$6,500.00
74.	11/3/2021	Tamara Walters	2791	\$5,000.00
75.	11/5/2021	Tamara Walters	2794	\$5,000.00

76.	11/9/2021	Tamara Walters	2795	\$6,500.00
77.	11/12/2021	Tamara Walters	2796	\$5,000.00
78.	11/16/2021	Tamara Walters	2797	\$5,000.00
79.	11/23/2021	Tamara Walters	2798	\$5,000.00
80.	11/26/2021	Tamara Walters	2799	\$6,500.00
81.	11/29/2021	Tamara Walters	2633	\$5,000.00
82.	12/1/2021	Tamara Walters	2635	\$5,000.00
83.	12/3/2021	Tamara Walters	2636	\$6,500.00
84.	12/7/2021	Tamara Walters	2639	\$5,000.00
85.	12/8/2021	Tamara Walters	2640	\$5,000.00
86.	12/13/2021	Tamara Walters	2641	\$5,000.00
87.	12/14/2021	Tamara Walters	2642	\$5,000.00
88.	12/16/2021	Tamara Walters	2643	\$5,000.00
89.	12/21/2021	Tamara Walters	2644	\$5,000.00
90.	12/23/2021	Tamara Walters	2645	\$6,500.00
91.	12/27/2021	Tamara Walters	2646	\$5,000.00
			TOTAL	\$445,300.00

12. In other words, over the course of 329 days, Walters would appear at Defendant's place of business, approach Defendants' employees, present forged instruments, and walk away with Ms. Harper's funds.

13. On at least four separate occasions, Walters presented a forged and stolen check to Defendants' employees multiple times *in one day*. In fact, Walters used Bank Teller "3" **62 times**, many times during non-business hours. Upon information and belief, Walters presented the vast

majority of the Checks during non-business hours, further raising suspicions that would have been readily apparent to any bank with reasonable safeguards in place and/or properly trained employees.

14. At all times material, Defendant had a duty to report suspicious activity. It was further required to monitor transactions for irregular, illegal, or unusual activity.

15. In direct violation of said duties, Defendant charged the Account for all of the illegal and unauthorized withdrawals without saying or doing anything, despite the fact that Ms. Harper had not signed the Checks or authorized the payments. Defendant's bank tellers did the same thing – repeatedly.

16. By accepting and then processing forged Checks, Defendant negligently violated its most basic obligation to an account holder. It did so repeatedly, in violation of state and federal law, banking regulations, and Defendant's own internal policies and procedures.

17. At all times mentioned, Defendant knew or should have known that: (a) the frequency of checks made payable to Walters was significantly higher than a reasonable Defendant would expect given the transaction history of the Account and its long-standing relationship with Ms. Harper; (b) Ms. Harper had not signed the Checks made payable to Walters; (c) the Checks were being presented to Defendant in a manner contrary to normal commercial practices and reasonable commercial standards in the banking industry; and (d) Defendant's employees were processing large transactions during non-business hours, in a manner that is obviously contrary to normal (and hence, reasonable) banking practices. In addition, Defendant, its employees, and management, did not take any steps to verify the signatures on the Checks, or otherwise intervene.

18. The Signature Card associated with the Account was readily accessible to Defendant and its agents, servants, and employees at all material times hereto. Nevertheless, Defendant, its

employees, and management, failed to exercise ordinary care and take reasonable measures to insure and ascertain that the signature on the Checks was that of Ms. Harper, or to otherwise ascertain that the Checks were properly payable.

19. Defendant, in negotiating the Checks without further inquiry, taking no steps whatsoever to examine and evaluate the signatures on the Checks, and taking no steps whatsoever to notify Ms. Harper of the continued presentment and processing of large Checks, failed to exercise ordinary care and acted in a manner inconsistent with, and not in violation of, ordinary and reasonable banking practices and commercial standards within in the banking industry. Such failure caused or contributed to the enormous financial losses Ms. Harper suffered, as well as emotional pain and suffering.

20. The above circumstances constitute negligence, conversion, misappropriation, fraud, dishonesty, error and omission.

21. "But for" Defendant's failure to exercise ordinary care and good faith, the illegal activities of Walters should have and easily would have been discovered and prevented, so all of Ms. Harper's losses could have been avoided.

22. Defendant recklessly, wantonly, and in willful disregard and conscious indifference for the rights of others, and with knowledge of highly suspicious circumstances, amounting to a lack of good faith, breach of fiduciary duty, and a violation of some of the most basic obligations of a financial institution, permitted the Checks to be cashed without inquiry.

23. As a result of the aforesaid lack of ordinary care and good faith of Defendant, Ms. Harper has been damaged in the amount of at least \$445,300.00, plus interest, attorney's fees, costs, and emotional pain and suffering.

24. Defendant, as a financial institution engaged in the banking business in Oklahoma, had a duty to exercise reasonable care to select such agents, servants, and employees who were competent and fit to perform customary banking duties.

25. Defendant failed to reasonably inquire into the background of its bank tellers prior to hiring them. Further, Defendant failed to reasonably and adequately train and supervise its bank tellers, its management, and Board Directors.

26. For the reasons set forth above, Defendant clearly breached its legal and professional duties to Ms. Harper. As a direct result, Ms. Harper suffered emotional damages and massive financial detriment.

27. As a proximate cause of Defendant's breach of contract and negligence, Plaintiff has been damaged in the amount of at least \$445,300.00, plus the interest that would have accrued on this amount from the date of deposit.

28. Ms. Harper's legal counsel sent a letter to Defendant on January 15, 2022, reporting the fraudulently signed and stolen Checks. In said letter, Ms. Harper asked Defendant to reimburse the funds taken illegally from her account. The letter specifically identified the quantity, amounts, dates, payees, and check numbers, of the Checks at issue. Additionally, Ms. Harper included copies of each check – all 91 of them. Notwithstanding the above facts, Defendant refused to reimburse the funds.

WHEREFORE, Plaintiff demands judgment against the Defendants for actual damages in an amount in excess of \$75,000.00, plus costs, pre- and post-judgment interest, attorney's fees, punitive damages, and any and all other relief as this Court deems appropriate in law and in equity and in the interest of justice.

Respectfully submitted,



Paul M. Kolker, OBA No. 18749
ROBERSON KOLKER COOPER, P.C.
16408 Muirfield Place
Edmond, Oklahoma 73013
Telephone: 405-606-3333
Facsimile: 405-606-3334
Email: paul@rkclaw.com
ATTORNEYS FOR PLAINTIFF

**ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED**