

Pro Se 2 (Rev. 12/16) Complaint and Request for Injunction

# UNITED STATES DISTRICT COURT

for the

District of \_\_\_\_\_

\_\_\_\_\_ Division

BRANDON L. JOHNSON

Plaintiff(s)

(Write the full name of each plaintiff who is filing this complaint. If the names of all the plaintiffs cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

-v-

- SEE ATTACHED -

EDWARD D. JONES & CO. L.P.

Defendant(s)

(Write the full name of each defendant who is being sued. If the names of all the defendants cannot fit in the space above, please write "see attached" in the space and attach an additional page with the full list of names.)

Case No. 8:21 CV 2704 JLB-TGW  
(to be filled in by the Clerk's Office)

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## COMPLAINT AND REQUEST FOR INJUNCTION

### I. The Parties to This Complaint

#### A. The Plaintiff(s)

Provide the information below for each plaintiff named in the complaint. Attach additional pages if needed.

Name

BRANDON L. JOHNSON

Street Address

1130 Split Silk St.

City and County

VALRICO, HILLSBOROUGH COUNTY

State and Zip Code

FL 33594

Telephone Number

(513) 265-2600

E-mail Address

BRANDON.JOHNSON4@YAHOO.COM

#### B. The Defendant(s)

Provide the information below for each defendant named in the complaint, whether the defendant is an individual, a government agency, an organization, or a corporation. For an individual defendant, include the person's job or title (if known). Attach additional pages if needed.

J.F.S.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

Defendant No. 1

Name  
Job or Title (if known)  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address (if known)

DEAN J. LANDSMAN  
GENERAL PARTNER - FINANCIAL ADVISOR  
400 CARILLON PKWY, SUITE 150  
ST. PETERSBURG, PINELLAS COUNTY  
FL 33716  
727-826-9393  
DEAN.LANDSMAN@EDWARDJONES.COM

Defendant No. 2

Name  
Job or Title (if known)  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address (if known)

DAVID JONES  
GENERAL PARTNER - FINANCIAL ADVISOR  
3100 S. DALE MABRY HWY  
TAMPA, HILLSBOROUGH  
FL 33629  
813-837-6967  
DAVID.JONES@EDWARDJONES.COM

Defendant No. 3

Name  
Job or Title (if known)  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address (if known)

DAN COYLE, AAMS<sup>®</sup> / CRPC<sup>®</sup>  
LIMITED PARTNER - FINANCIAL ADVISOR  
2314 S. PARSONS AVE.  
SEFFNER, HILLSBOROUGH COUNTY  
FL 33584  
813-685-7971  
DAN.COYLE@EDWARDJONES.COM

Defendant No. 4

Name  
Job or Title (if known)  
Street Address  
City and County  
State and Zip Code  
Telephone Number  
E-mail Address (if known)

ADAM M. BENABRAM  
FINANCIAL ADVISOR  
10312 BLOOMINGDALE AVE, SUITE 105  
RIVERVIEW, HILLSBOROUGH COUNTY  
FL 33578  
813-626-3052  
ADAM.BENABRAM@EDWARDJONES.COM

5)

813-681-1462 - DAN SAMMONS, ChFC, CLU  
FINANCIAL ADVISOR - LIMITED PARTNER  
DAN.SAMMONS@EDWARDJONES.COM 3616 ERINDALE DR, VALRICO, FL, 33596

**II. Basis for Jurisdiction**

Federal courts are courts of limited jurisdiction (limited power). Generally, only two types of cases can be heard in federal court: cases involving a federal question and cases involving diversity of citizenship of the parties. Under 28 U.S.C. § 1331, a case arising under the United States Constitution or federal laws or treaties is a federal question case. Under 28 U.S.C. § 1332, a case in which a citizen of one State sues a citizen of another State or nation and the amount at stake is more than \$75,000 is a diversity of citizenship case. In a diversity of citizenship case, no defendant may be a citizen of the same State as any plaintiff.

What is the basis for federal court jurisdiction? (check all that apply)

Federal question

Diversity of citizenship

Fill out the paragraphs in this section that apply to this case.

**A. If the Basis for Jurisdiction Is a Federal Question**

List the specific federal statutes, federal treaties, and/or provisions of the United States Constitution that are at issue in this case.

*E.F.R. - Title 17 - CHAPTER II, S.E.C. PART 240 - GENERAL RULES & REGULATIONS, SEC. Act. of 1934, § 240. 10b-5 (A)(B)(C). E.F.R. - Title 15 (BS) SECTION 17(a) of the SECURITIES ACT [ 15 U.S.C. § 779 (a)*

**B. If the Basis for Jurisdiction Is Diversity of Citizenship**

**1. The Plaintiff(s)**

**a. If the plaintiff is an individual**

The plaintiff, (name) BRANDON L. JOHNSON, is a citizen of the State of (name) FLORIDA.

**b. If the plaintiff is a corporation**

The plaintiff, (name) N/A, is incorporated under the laws of the State of (name) N/A and has its principal place of business in the State of (name) N/A.

(If more than one plaintiff is named in the complaint, attach an additional page providing the same information for each additional plaintiff.)

**2. The Defendant(s)**

*- SEE ATTACHED -*

**a. If the defendant is an individual**

The defendant, (name) \_\_\_\_\_, is a citizen of the State of (name) \_\_\_\_\_. Or is a citizen of (foreign nation) \_\_\_\_\_.

Pro Se 1 (Rev. 12/16) Complaint for a Civil Case

b. If the defendant is a corporation

The defendant, (name) EDWARD D. JONES & CO. L.P., is incorporated under the laws of the State of (name) MISSOURI, and has its principal place of business in the State of (name) MISSOURI. Or is incorporated under the laws of (foreign nation) N/A, and has its principal place of business in (name) MISSOURI.

(If more than one defendant is named in the complaint, attach an additional page providing the same information for each additional defendant.)

3. The Amount in Controversy

The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (explain):

\$ 15,000,000 = VALUE of Book of BUSINESS Lost to FRAUD

III. Statement of Claim

Write a short and plain statement of the claim. Do not make legal arguments. State as briefly as possible the facts showing that each plaintiff is entitled to the damages or other relief sought. State how each defendant was involved and what each defendant did that caused the plaintiff harm or violated the plaintiff's rights, including the dates and places of that involvement or conduct. If more than one claim is asserted, number each claim and write a short and plain statement of each claim in a separate paragraph. Attach additional pages if needed.

- SEE ATTACHED -

IV. Relief

State briefly and precisely what damages or other relief the plaintiff asks the court to order. Do not make legal arguments. Include any basis for claiming that the wrongs alleged are continuing at the present time. Include the amounts of any actual damages claimed for the acts alleged and the basis for these amounts. Include any punitive or exemplary damages claimed, the amounts, and the reasons you claim you are entitled to actual or punitive money damages.

- SEE ATTACHED -

**V. Certification and Closing**

Under Federal Rule of Civil Procedure 11, by signing below, I certify to the best of my knowledge, information, and belief that this complaint: (1) is not being presented for an improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of litigation; (2) is supported by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law; (3) the factual contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery; and (4) the complaint otherwise complies with the requirements of Rule 11.

**A. For Parties Without an Attorney**

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

Date of signing: 17-Nov-2021

Signature of Plaintiff   
Printed Name of Plaintiff BRANDON L. JOHNSON

**B. For Attorneys**

Date of signing: \_\_\_\_\_

Signature of Attorney \_\_\_\_\_  
Printed Name of Attorney \_\_\_\_\_  
Bar Number \_\_\_\_\_  
Name of Law Firm \_\_\_\_\_  
Street Address \_\_\_\_\_  
State and Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
E-mail Address \_\_\_\_\_

**Statement of Claim**

17-Nov-2021

Brandon L. Johnson

From in or about May of 2018, through september of 2021 Edward Jones failed to disclose material facts about internal asset sales to new Edward Jones Financial Advisors. The assets being sold include, books of business, and tranches of assets that are statistically likely to fail, to new, unsuspecting, and sometimes unlicensed new Financial Advisors and trainees. Edward Jones used high pressure sales techniques, prior to me be licensed, knowing I was brand new to the industry, to sell me a \$5,000,000 book of business that included stocks, bonds, insurance products, and ERISA retirement plans filled with assets that Edward Jones knew was statistically likely to fail, yet Edward Jones willingly and maliciously, not only failed to check for suitability of this investment, they chose to withhold critical and material facts from me about the quality of the investments I was purchasing, prior to the sale and henceforth.

As a new Edward Jones employee, and some new to the industry, I had no way of knowing the quality of the assets being sold to me. Edward Jones HQ analyzes these investments prior to sale, yet they willingly choose to withhold critical and material facts from the purchaser (me) in regards to the quality of these assets. Edward Jones's misconduct and material misrepresentation, allowed Edward Jones, Edward Jones leaders, and Edward Jones senior Financial Advisors to profit off of withholding information at the time of sale, at the expense of the Purchaser (me). Had I known that the investment I was buying was filled with assets that had a statistical likelihood of failure, I would not have purchased these assets that Edward Jones knew had a statistical likelihood of failure.

Edward Jones misconduct fails to meet reasonable and customary industry standards, fiduciary responsibility standards and it also demonstrates a complete failure of self-regulation enterprise wide, as Senior leaders encourage and turn a blind eye to this practice of abuse to new employees. Once the transaction is complete, there are no known internal channels at Edward Jones to seek remedies for these malicious behaviors. Edward Jones's failure to disclose is a material misrepresentation that appears to be malicious and predatory to the newest, and most vulnerable employees.

Additionally, after the sale, Edward Jones has the complete ability to make or break these toxic investments, by withholding support, staffing, and additional resources from employees as forms of punishment or retribution in certain cases. Edward Jones has incentive for these investments to fail, because when the investment fails, they terminate the new employee, and all assets and books of business go back to Edward Jones, benefiting Edward Jones, at the expense of the new employee's failed investment.

In order to obscure their misconduct, Edward Jones keeps a very loose, and obscure management structure which makes it impossible to determine which leaders are responsible for these malicious behaviors. Edward Jones also fails to make available rules and guidelines on how they determine this asset sharing process, which makes it impossible for employees to

conduct proper due diligence prior to any sale. Edward Jones further obscures these wrongdoings by failing to conduct any type of suitability assessment with the new advisors to determine if the assets the new employees are purchasing are appropriate for the purchaser's risk level, skill level, and financial needs. Considering Financial advisors at Edward Jones are required to conduct risk analysis with each customer before making a recommendation, I think Edward Jones leadership fails employees by not having the same risk analysis conversation with each asset that is considering purchasing one of these asset sales.

**Defendants:**

**Dean Landsman- General Partner, Financial Advisor and Regional Manager of East Tampa, May 2018 - Present.**

**David Jones - General Partner, Financial Advisor and Regional Manager of West Tampa, Q4 2018 - Present**

**Dan Coyle - Limited Partner- Financial Advisor, Trainer and Regional Recruiter - May 2018 - Present**

**Dan Sammons - Limited Partner - Financial Advisor - Trainer- May 2018 - Present**

**Adam M. benAbram - Partnership Status Unknown- Financial Advisor - May - Present**

**When:**

**From in or about May of 2018 through September of 2021, Dan Coyle, Adam M. benAbram, and Dan Sammons used high pressure sales techniques, before i was licensed, to sell me \$5,000,000 of assets that Edward Jones knew, or should have known, had a statistical probability of failure. The trio pooled assets together to sell, and failed to disclose critical and material facts, that had been known by the purchaser (me), would have stopped me from the purchase, thus preventing the damages I've incurred as a result of Edward Jones's misconduct. This process was overseen and approved of by Regional Leader, General Partner, and Financial Advisor Dean Landsman. Additionally Dean conspired with Edward Jones Home Office in St. Louis for final approval of the malicious and predatory asset sale. David Jones assisted in this misconduct by not only observing with a blind eye, but also by purposely and maliciously withholding resources such as support staff and additional resources. David Jones actively worked with Edward Jones HQ in St. Louis to sabotage my investment, as documented by years of emails between David Jones, Home Office Leaders, as well as the trio that defrauded me.**