

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF KENTUCKY**

Eastern District of Kentucky
FILED

JUN 26 2024

AT LEXINGTON
Robert R. Carr
CLERK U.S. DISTRICT COURT

DEVON TURNER,)
)
Plaintiff,)
)
v.)
)
PNC BANK,)
)
PNC Financial Services Group, Inc,)
)
)
Defendants.)

CASE NO.

COMPLAINT

COMPLAINT FOR DAMAGES WITH JURY DEMAND

Now comes Plaintiff Devon Turner (“Plaintiff” or “Turner”) to lodge this Complaint against Defendants PNC Financial Services Group, Inc. (“PNC”) and its wholly owned subsidiary PNC Bank, National Association (“Defendant” or “PNC Bank”) and respectfully request compensation for damages sustained by Plaintiff as a proximate consequence of unlawful discriminatory and tortuous action engaged in by PNC and/or PNC Bank. In this connection, Plaintiff alleges as follows:

GENERAL ALLEGATIONS

1. At all relevant times Plaintiff, an African-American male, resided in the City of Lexington, County of Fayette and the State of Kentucky.
2. On Information and belief, at all relevant times, PNC Bank is a National Banking Association formed under the laws of the United States of America, registered to do business in

Kentucky under the laws of the State of Kentucky, with headquarters offices located at 249 Fifth Avenue,
PNC Plaza, in the City of Pittsburgh, County of Allegheny, State of Pennsylvania and with a

State of Kentucky principal office located at 2452 HARRODSBURG RD in the City of Lexington, County of Fayette, State of Kentucky.

3. On information and belief, at all relevant times, PNC Bank is owned by PNC Financial Services Group, Inc. (“PNC”), a registered bank holding company created under the laws of the Commonwealth of Pennsylvania, registered as a foreign corporation under the laws of the State of Kentucky, and with headquarters offices located at 249 Fifth Avenue, PNC Plaza, in the City of Pittsburgh, County of Allegheny, State of Pennsylvania.

4. On information and belief, at all relevant times, PNC Bank conducted a banking business in the State of Kentucky through numerous retail branches included among which was the Harrodsburg Road Branch of PNC Bank (“PNC Harrodsburg”) located at 2452 HARRODSBURG RD, Lexington, Kentucky 40503.

5. On information and belief, at all relevant times, Defendants were agents of each other and in doing the things alleged herein, each Defendant was acting within the course and scope of its agency and was subject to and under the supervision of one another.

6. On or about June 21, 2024, Plaintiff initiated a “money wire” from his personal bank account at PNC Bank to his other bank account at Commonwealth Credit Union.

7. After confirming the availability of the almost \$75,000 money wire the Plaintiff understood that the wire should take no more than 24 hours to complete.

8. PNC Bank refused the Request and without warning closed the Plaintiff’s bank accounts

whilst seizing approximately \$500,000 of the plaintiff's funds.

9. On or about June 22, 2024, Plaintiff checked his PNC Bank mobile app to confirm that the wire successfully completed.

10. To the Plaintiff's dismay, the wire was not only arbitrarily cancelled by PNC Bank, but both of the Plaintiff's checking and savings accounts with PNC Bank were closed.

11. On or about June 22, 2024, Plaintiff phoned the PNC Bank "customer support" line to inquire about the canceled wire and the sudden closure of the bank accounts.

12. Whilst the Plaintiff was on the phone with the PNC Bank customer service representative, Plaintiff was informed that his bank account was closed due to "suspicious activity" and that he was no longer welcomed to bank with PNC Bank.

13. The Plaintiff is a very successful African-American business owner, who has generated millions of dollars with his businesses, has hired 30 plus people to work for his businesses.

14. The Plaintiff is a Black Lives Matter advocate and has helped mentor and support underprivileged youth in the "ghettos" of Lexington Kentucky.

15. The Plaintiff is also the proud owner of a very popular and successful record label called "Punchmade Records LLC".

16. The plaintiff has given many "underground" musicians the opportunity to be heard on the mainstream level and to generate revenue from the works created by the artists.

17. The Plaintiff also has a large social media presence with well over a million followers making him a nationally known and recognized public figure.

18. On information and belief, PNC Bank was privy to information stated in paragraphs 13-17.

19. The PNC Bank customer service representative then continued by stating that the wire was cancelled because it's "unusual that a person like you", meaning the Plaintiff, "would have that kind of money."

20. The Plaintiff explained to the customer service representative that he is a very successful business owner that has multiple bank accounts to ensure that his funds are backed and secured by the FDIC guidelines.

21. The PNC Bank customer service representative informed the Plaintiff that someone at PNC Bank, in his opinion, "made a mistake" by closing his account after now learning who the Plaintiff was.

22. The PNC Bank customer service representative explained that a PNC Bank employee closed the accounts, cancelled his wire and put the account "under investigation".

23. The PNC Bank customer service representative also explained that there was a note on the account that law enforcement would be contacted at some point in time.

24. The Plaintiff, who was not worried at all about law enforcement being involved because nothing illegal occurred, informed the PNC Bank representative that this was one big mistake and asked him what his options were.

25. The PNC Bank customer service representative informed the Plaintiff that he would put a "note on the account" to allow the Plaintiff to withdraw his funds from both checking and savings accounts at any branch.

26. The Plaintiff then proceeded to the nearest PNC branch located at Harrodsburg

Road to withdraw his approximately \$500,000 so he could put it in another bank account.

27. Upon arrival at the Harrodsburg branch, the Plaintiff approached a bank branch employee to explain his unfortunate situation and asked about receiving a cashiers check with all of the Plaintiff's funds on it.

28. The branch employee took the Plaintiff's information, in order to retrieve his account information, and was visibly shocked by the amount of funds the African-American Plaintiff had in his account.

29. The branch employee seemed hesitant on releasing the Plaintiff's funds and asked the African-American Plaintiff questions like, "what do you do for a living", "this is all legal money correct" and even more disturbingly "not drug money correct".

30. These random "verification" questions not only confused the Plaintiff but publicly embarrassed him as he now felt like the center of attention in an openly public area.

31. The Plaintiff not only felt like a "crook" but felt like less of a human being by being treated like a criminal.

32. The Plaintiff spent approximately an hour at the Harrodsburg branch speaking with multiple employees and even being told to sit while the branch employees utilize a "chat" feature on their computer to communicate with a "higher-up" at the PNC Bank headquarters.

33. Ultimately, PNC bank not only refused his request to release his funds but informed him that his funds would be seized indefinitely as PNC Bank.

34. On information and belief, Plaintiff asserts that PNC Bank's refusal to honor the Request, PNC Bank use of pretext to support this refusal and the PNC Bank's "fraud investigation" and contacting law enforcement were racially discriminatory actions.

35. On information and belief, PNC Bank seized the Plaintiff's bank accounts without a court order nor a request from any government entity.

36. In response to Plaintiff's attempts to engage PNC Bank to privately resolve the complaint via email and phone calls to which PNC Bank unfounded refusal to honor the request, employment of pretext as support for the refusal and accusation that Plaintiff committed a crime such as fraud without any proof nor evidence to suffice the claim, PNC Bank engaged in acts of bad faith.

COUNT I

**DENIAL OF STATUTORY RIGHT TO MAKE AND ENFORCE CONTRACTS UNDER
42 U.S.C. 1981**

37. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 36 of this Complaint with the same force and effect as though fully set forth herein.

38. On June 21, 2024, Plaintiff sought to enjoy all benefits, privileges, terms and conditions of the contractual relationship he entered into with PNC Bank.

39. Plaintiff was subjected to racial profiling, harassment, false accusation n of Criminal conduct, public humiliation, defamation, conversion of property and emotional distress as he attempted to enjoy the benefits, privileges, terms and conditions of this contractual relationship.

40. Plaintiff was denied the enjoyment of all benefits, privileges, terms and conditions of his contractual relationship with PNC Bank because of the color of his skin, to wit: black and his race, to wit: African descent. This denial was orchestrated and consummated by PNC Bank, PNC financial services and certain of their employees and representatives.

41. The Defendants knew or should have known Plaintiff's color and race and was or should have been aware of Plaintiff's intent to enjoy the benefits, privileges, terms and conditions of such contractual relationship and his related desire to be free from racial profiling and harassment.

42. As a consequence of Defendants' wrongful actions, willful neglect, wrongful behavior, racial profiling, racial harassment and violations of state and federal law Plaintiff was deprived of the freedom to enjoy all of the benefits, privileges, terms and conditions of his contractual relationship with PNC Bank on equal terms as white persons.

43. By reason of the foregoing, Plaintiff has been damaged in an amount in excess of \$500,000.

COUNT II

DENIAL OF STATUTORY RIGHT TO PUBLIC ACCOMMODATIONS UNDER 42 U.S.C. 2000 a

44. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 43 of this Complaint with the same force and effect as though fully set forth herein.

45. On June 22, 2024, Plaintiff sought accommodations for the conduct of business with Defendants at PNC Harrodsburg.

46. Plaintiff was ready, willing and able to conduct such business with Defendants but was prevented from doing so because of the color of his skin, that being black, and his race, that being African descent.

47. Defendants knew Plaintiff's race and color and was or should have been aware of Plaintiff's desire to conduct business and to be treated equally as and provided equal treatment as white customers. Nonetheless, Defendants denied Plaintiff full and equal enjoyment of its services, facilities, privileges, advantages, and accommodations because of the color of his skin and race.

48. As a consequence of Defendants' wrongful actions, willful neglect, negligent behavior and violation of state and federal law, Plaintiff was prevented from receiving equal accommodations as provided to white persons. Rather Plaintiff was falsely accused of criminal conduct, subjected to mental anguish, suffered public embarrassment, personal humiliation, and loss of enjoyment of the benefits, privileges and terms and conditions of a contractual relationship with PNC Bank.

49. By reason of the foregoing, Plaintiff has been damaged in an amount in excess of \$500,000.

COUNT III

VIOLATION OF UNIFORM COMMERCIAL CODE

50. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 49 of this Complaint with the same force and effect as though fully set forth herein.

51. Under Chapter 13 of the Kentucky Revised Code Defendants were obligated to honor the Request.

52. Defendants failed to satisfy its obligation to honor the Request.

53. Defendants, or any one or more of them, is/are subject to Chapter 13 of the Kentucky revised Code.

54. As a result of Defendants failure to comply with Chapter 13 with respect to the Request, Plaintiff was damaged.

55. By reason of the foregoing, Plaintiff requests any and all damages permitted under Title Chapter 13 of the Kentucky Revised Code, including consequential expenses, interest, incidental expenses.

COUNT IV

DEFAMATION

56. Plaintiff repeat, reiterates, and re-allege each and every allegation contained in Paragraphs 1 through 55 of this Complaint with the same force and effect as though fully set forth herein.

57. On June 22, 2024, Plaintiff was publicly denied the legitimacy of lawful access to his funds held by PNC Bank, accused of criminal activity in full view and presence of neighbors and acquaintances from his community.

58. On June 22, 2024, Plaintiff was falsely accused of involvement in criminal activity in full view and within the range of hearing of customers in PNC Bank in his community in a manner which harmed his good name and reputation, without regard for the truth of such accusation or the impact on Plaintiff.

59. False accusation made by and/or symbolic accusatory statements made in full public view by and/or through the conduct of Defendants, each of whom knew or should have known that such accusation and statements were false because they lacked probable cause or reasonable belief that Plaintiff engaged in any wrongful act related to and/or constituting the Request, and/or any criminal activity warranting such accusation.

60. As a result of the defamation of Plaintiff by Defendants, Plaintiff continue to suffer humiliation, loss of standing in his community, loss of self-esteem, mental anguish and emotional distress.

61. By reason of the foregoing, Plaintiff has been damaged in an amount in excess of \$500,000

COUNT V

NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS

62. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 61 of this Complaint with the same force and effect as though fully set forth herein.

63. Defendants negligently failed to perform its duty to supervise and control its employees, agents, members and affiliates, including certain employees of PNC Harrodsburg and PNC Bank headquarters staff, whom/ which while acting within the scope of their employment, acted unreasonably, without probable cause or reasonable belief in dishonoring the Request, false accusation of criminal conduct, intimidation, defamation, harassment and public humiliation of Plaintiff.

64. The failure of Defendants to supervise and control certain of its employees was the proximate cause or otherwise resulted in the wrongful conduct of certain of its employees in publicly humiliating, falsely accusing, wrongfully dishonoring and racially profiling Plaintiff.

65. It was foreseeable that the wrongful conduct of certain employees of Defendants would, and in fact did, cause Plaintiff public humiliation, mental anguish, emotional distress and unhealthy anxiety.

66. Defendants' public refusal to honor the Request and use of the Police in public to accuse Plaintiff of criminal activity was intentional or reckless, extreme and outrageous, and caused severe emotional distress.

67. By reason of the foregoing, Plaintiff was damaged in an amount in excess of \$500,000.

COUNT VI

CONVERSION

68. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 67 of this Complaint with the same force and effect as though fully set forth herein.

69. Defendants wrongfully exerted control over the Plaintiff's personal property inconsistent with or in denial of his rights.

70. Plaintiff demanded the return of his property from PNC Bank after PNC Bank exerted dominion or control over such property.

71. PNC Bank in possession of Plaintiff's property refused to deliver Plaintiff's property to Plaintiff, its rightful owner

72. By reason of the foregoing, Plaintiff was damaged in an amount to be determined at trial.

COUNT VII

PUNITIVE DAMAGES

73. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 72 of this Complaint with the same force and effect as though fully set forth herein.

74. Defendants knew or should have known that the refusal to honor the Request, public humiliation, accusation of criminal conduct and racial discrimination directed at Plaintiff was practically certain to damage Plaintiff and/or other invitees.

75. As a proximate consequence of the Defendants' improper and/or unlawful actions directed at Plaintiff, Plaintiff was harmed in a substantial manner.

76. Because Defendant engaged in conduct which manifested a flagrant disregard for the safety of Plaintiff who was harmed by such conduct, an award of punitive damages should be made in favor of Plaintiff.

77. By reason of the foregoing, Plaintiff was damaged in an amount in excess of \$500,000

COUNT VIII

TORTIOUS MISCONDUCT

78. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 77 of this Complaint with the same force and effect as though fully set forth herein.

79. Defendants owe a duty to Plaintiff, who was lawfully in the PNC Harrodsburg establishment by implied invitation for the purpose of transacting business, to protect his against the use of any improper and/or unlawful actions tending to humiliate, mortify, and wound the feelings of the Plaintiff.

80. Defendants breached that duty by the refusal to honor the Request, public humiliation of Plaintiff, identifying Plaintiff as a violator of the law, and publicly accusing Plaintiff of criminal activity.

81. By reason of the foregoing and, more specifically, as a proximate consequence of Defendants' breach of its duty to Plaintiff, Plaintiff was damaged in an amount in excess of \$500,000

COUNT IX

VICARIOUS LIABILITY

82. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 81 of this Complaint with the same force and effect as though fully set forth herein.

83. Defendants had an affirmative duty to control, train and supervise its employees and agents, including certain PNC Harrodsburg and PNC Bank headquarters employees, so as to prevent racial profiling, public humiliation, false accusation of criminal conduct and wrongful denial of access to funds in the course of performing their duties.

84. By failing to control, train and supervise its employees, including certain PNC Harrodsburg and PNC Bank headquarters employees, Defendants breached this affirmative duty and negligently exposed Plaintiff to racial discrimination, loss of enjoyment of the benefits, privileges of a contractual relationship with PNC Bank, racial profiling, and wrongful accusation of criminal activity.

85. This breach by Defendants was a direct and proximate cause of the pain and suffering, personal humiliation, mental anguish, emotional distress and anxiety suffered by Plaintiff.

86. By reason of the foregoing, Plaintiff has been damaged in an amount in excess of \$500,000

COUNT X
JOINT LIABILITY

87. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 86 of this Complaint with the same force and effect as though fully set forth herein.

88. Defendants are related parties each of which profit or loss from the actions of the other.

89. Defendants were agents of each other and in doing the things alleged herein, each Defendant was acting within the course and scope of its agency and was subject to and under the supervision of one another.

90. In connection with such agency the Defendants collaborate regarding the actions and/or omissions of each other, including the conduct of the retail banking business.

91. As a consequence of this collaboration and agency, the Defendants are jointly and severally responsible for the tortuous and/or unlawful conduct of PNC Bank which harmed, and with respect to which Plaintiff claims damages in an amount in excess of \$500,000

COUNT XI

BREACH OF FIDUCIARY DUTY

92. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in Paragraphs 1 through 91 of this Complaint with the same force and effect as though fully set forth herein.

93. Defendants did fail to act responsibly in the Plaintiffs best interests who was a client of the Defendants.

94. Defendants had a duty of care, loyalty, good faith, confidentiality, prudence and disclosure and unfortunately PNC Bank failed on all fronts when it came to the Plaintiff.

95. The Defendants have made the entire process of doing business unduly burdensome and has caused the Plaintiff great harm.

96. In a direct result of the bad faith actions of the Defendants, the Plaintiff has suffered great financial damage to the integrity of his name, hasn't been able to care for his sick mother with cancer and lost out on an opportunity to purchase his first home in a neighborhood that was once redlined and didn't allow African Americans to move in.

WHEREFORE, Plaintiff respectfully requests that Plaintiff is compensated by Defendants or any one or more of them in an amount exceeding \$500,000.

CONCLUSION

In conclusion, Plaintiff respectfully requests that this Court orders an injunctive relief for the funds in the PNC Bank accounts to be returned to the Plaintiff in full during the pendency of this case, finds in favor of the Plaintiff and accordingly award compensatory, and exemplary damages as well as costs of this action, including pre-and-post judgment interest in such amounts as this Court considers just and proper and/or such other legal and equitable relief as this Court deems just and proper.

Respectfully submitted,

DEVON TURNER, PLAINTIFF

By s/ *Devon Turner*

Devon Turner

~~PMB: 245-7061 W. North Ave~~

Oak Park, IL 60302-1002

(859)963-6243

obndevpayments@gmail.com

3744 Blue Bonnet Dr
Lexington KY 40514

JURY DEMAND

Now comes Plaintiff to respectfully request that this Complaint is heard by a duly empaneled jury.

Dated this 26th day of June 2024.

Eastern District of Kentucky
FILED

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

JUN 26 2024

I. (a) PLAINTIFFS

Devon Turner

(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)

Fayette

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

PNC BANK, PNC Financial Services
Robert R. Carr
LEXINGTON, KY
CLERK U.S. DISTRICT COURT
Fayette

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, TORTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes various legal categories and checkboxes.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation - Transfer
8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): 42 U.S.C. 2000a
Brief description of cause: Plaintiff seeks relief arising from violations of public accommodations breach of contract and state torts

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ 1,100,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 6/26/24 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Generated: Jun 26, 2024 11:32AM

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U.S. District Court

Kentucky Eastern - Lexington

Receipt Date: Jun 26, 2024 11:32AM

Devon Turner
 2811 Thatcher Ave
 Apt 408
 River Grove, IL 60171

Rcpt. No: 500003852

Trans. Date: Jun 26, 2024 11:32AM

Cashier ID: #KF

CD	Purpose	Case/Party/Defendant	Qty	Price	Amt
*201B	Civil Filing Fee/PLRA-PIF/Non-IFP		1	405.00	405.00

CD	Tender	Amt
CC	Credit Card	\$405.00

Total Due Prior to Payment:	\$405.00
Total Tendered:	\$405.00
Total Cash Received:	\$0.00
Cash Change Amount:	\$0.00

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.