

NORTH CAROLINA
GUILFORD COUNTY

IN THE GENERAL COURT OF JUSTICE
FILED SUPERIOR COURT DIVISION
16 CVS 4428

MOISES VASQUEZ,

2016 APR -6 P 2:46

Plaintiff,)
GUILFORD CO., C.S.C.)
BY) DA

COMPLAINT

v.)

BRANCH BANKING and TRUST)
COMPANY, ANGELA FEDERSPIEL,)
Individually, and as AREA OPERATIONS)
OFFICER CONSULTANT of BRANCH)
BANKING and TRUST COMPANY,)
MELANIE LAMBERTH, Individually, and as)
MARKET LEADER of BRANCH BANKING)
and TRUST COMPANY, TIFFANY NEAL,)
Individually, and as TELLER SUPERVISOR)
of BRANCH BANKING and TRUST)
COMPANY, and SEAN BRENNAN,)
Individually, and as TELLER of BRANCH)
BANKING and TRUST COMPANY,)

JURY TRIAL DEMANDED

Defendants.)

Plaintiff, Moises Vasquez, complaining of Defendants named herein, alleges and says:

PARTIES AND JURISDICTION

1. Plaintiff Moises Vasquez (hereinafter "Vasquez") is a citizen and resident of Randolph County, North Carolina. At all times relevant to this action, Plaintiff Vasquez was employed by Defendant Branch Banking and Trust Company (hereinafter "BB&T") as a "Branch Banker" at the Defendant BB&T's Four Seasons Branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

2. Defendant BB&T is a corporation organized under the laws of North Carolina that is authorized to do business in North Carolina, and at all times relevant to this action did maintain operations and conduct business in North Carolina, including in Guilford County, North

Carolina. At all times relevant to this action, Defendant BB&T did maintain operations and conduct business at the BB&T Four Seasons Branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

3. Upon information and belief, Defendant Angela Federspiel (hereinafter "Federspiel") is a citizen and resident of Forsyth County, North Carolina. At all times relevant to this action, Defendant Federspiel, was employed by Defendant BB&T as an "Area Operations Officer Consultant" with supervision and authority over the BB&T Four Seasons Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

4. Upon information and belief, Melanie Lamberth (hereinafter "Lamberth") is a citizen and resident of Guilford County, North Carolina. At all times relevant to this action, Defendant Lamberth, was employed by Defendant BB&T as a "Market Leader" or branch manager of the BB&T Four Seasons Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

5. Upon information and belief, Defendant Tiffany Neal (hereinafter "Neal") is a citizen and resident of Guilford County, North Carolina. At all times relevant to this action, Defendant Neal, was employed by Defendant BB&T as a "Teller Supervisor" at the BB&T Four Seasons Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

6. Upon information and belief, Defendant Sean Brennan (hereinafter "Brennan") is a citizen and resident of Guilford County, North Carolina. At all times relevant to this action, Defendant Brennan was employed by Defendant BB&T as a "Teller" at the BB&T Randleman Road Branch located at 2835 Randleman Rd, Greensboro, NC 27406.

7. This Court has jurisdiction over the parties to and the subject matter of this action, and venue is proper in this Court.

FACTUAL PREDICATE TO IMPOSITION OF LIABILITY

8. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

DEFENDANT BRANCH BANKING and TRUST COMPANY

9. At all times relevant to this action, Defendant BB&T has operated a commercial banking business, a savings banking business, a trust and fiduciary business, and a general banking business in the state of North Carolina and has exercised all the powers conferred upon banking and private corporations by the laws of the State of North Carolina.

10. At all times relevant to this action, Defendant BB&T has managed, operated, and supervised a number of individual branch banking locations including the Four Seasons Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, as well as the BB&T Randleman Road Branch located at 2835 Randleman Rd, Greensboro, NC 27406.

11. The Bank Protection Act of 1968, 12 U.S.C. § 1881-84 *et al*, (hereinafter "Bank Protection Act") requires each bank and savings institution operating within the United States to comply with certain minimum rules regarding the installation, maintenance, and operation of security devices and procedures to discourage robberies, burglaries, and larcenies and to assist in the identification and apprehension of persons who commit such acts.

12. The Federal Deposit Insurance Corporation (hereinafter "FDIC"), is authorized as a Federal Supervisory agency, to issue regulations pursuant to the mandate at Section 3 of the Bank Protection Act of 1968, and has, in fact, issued certain rules and regulations, codified at 12 CFR § 326 *et al*, and entitled "Minimum Security Devices and Procedures and Bank Secrecy Act Compliance" for all banks and savings institutions within the United States

13. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.0(a), by and through its board of directors, to comply with the FDIC rules and regulations, and to adopt appropriate security procedures to discourage robberies, burglaries, and larcenies and to assist in identifying and apprehending persons who commit such acts.

14. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.0(b), by and through its board of directors, to comply with the FDIC rules and regulations, and to ensure that a written security program for the bank's main office and branches is developed and implemented.

15. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.2, by and through its board of directors, to comply with the FDIC rules and regulations, and to designate a security officer who shall have the authority, subject to the approval of the board of directors, to develop, within a reasonable time, but no later than 180 days, and to administer a written security program for each banking office.

16. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.3(a)(1), by and through its board of directors, to comply with the FDIC rules and regulations, and to establish procedures for opening and closing for business and for the safekeeping of all currency, negotiable securities, and similar valuables at all times.

17. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.3(a)(2), by and through its board of directors, to comply with the FDIC rules and regulations, and establish procedures that will assist in identifying persons committing crimes against the bank and that will preserve evidence that may aid in their identification and prosecution, including procedures designed to retain a record of any robbery, burglary, or larceny committed against the bank, maintaining a camera that records activity in the banking office, and

using other identification devices, such as prerecorded serial-numbered bills, or chemical and electronic devices.

18. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.3(a)(3), by and through its board of directors, to comply with the FDIC rules and regulations, and establish initial and periodic training of officers and employees in their responsibilities under the security program and in proper employee conduct during and after a robbery, burglar or larceny; and provide for selecting, testing, operating and maintaining appropriate security devices used by the bank.

19. At all times relevant to this action, Defendant BB&T was obligated pursuant to 12 CFR § 326.3(a)(4), by and through its board of directors, to comply with the FDIC rules and regulations, and provide for selecting, testing, operating and maintaining appropriate security devices, including, at a minimum, an alarm system or other appropriate device for promptly notifying the nearest responsible law enforcement officers of an attempted or perpetrated robbery or burglary;

20. Pursuant to the Bank Protection Act of 1968, 12 U.S.C. § 1881-84 *et al*, and the regulations promulgated by the FDIC, Defendant BB&T was required to have a security plan, to institute and maintain training requirements, and to implement certain security measures, subject to the regulations set forth at 12 CFR § 326.0 *et al*., which regulate security measures for federally insured banks and savings institutions.

21. At all times relevant to this action, Defendant BB&T has not fully complied with its obligations under the Bank Protection Act of 1968, 12 U.S.C. § 1881-84 *et al*, or the FDIC regulations regarding “Minimum Security Devices and Procedures” set forth at 12 CFR § 326.0 *et al*. to set forth proper written policies and procedures concerning security drills at its banking

locations, and has failed to provide proper training and supervision of its employees regarding security drills, such that this corporate culture of indifference to security measures was substantially certain to cause serious injury or death to some of its employees.

22. At all times relevant to this action, Defendant BB&T's culture of prioritizing profitability and business objectives over the safety of its employees caused various management-level and supervisory employees of Defendant BB&T, including certain managers and supervisors with authority over safety and security procedures, as other Defendants named herein, to assign, delegate, and perform tasks in a manner that Defendant BB&T, knew were substantially certain to cause serious injury or death to some of its employees.

23. Defendant Federspiel, individually, and in her capacity as an "Area Operations Officer Consultant" with oversight over the BB&T Four Seasons Branch; Defendant Lamberth, individually, and in her capacity as a "Market Leader" or Branch Manager of the BB&T Four Seasons Branch; Defendant Neal, individually, and in her capacity as a "Teller Supervisor" at the BB&T Four Seasons Branch; and Defendant Brennan, individually, and in his capacity as a "Teller" of the BB&T Randleman Road Branch were aware of and participated in Defendant BB&T's failure to comply with applicable security regulations and safety standards as well as its dangerous and inappropriate corporate culture, and said Defendants were aware of, and knowingly, voluntarily, and intentionally, participated in a dangerous mock robbery training exercise posed to Defendant BB&T's employees, as discussed herein.

DEFENDANT BB&T'S FAULTY SECURITY PLAN

24. At all times relevant to this action, Defendant BB&T was required to have written security procedures for its main bank and its branch locations, including the Four Seasons BB&T

Branch location in Greensboro, North Carolina, that complied with the requirements of the Bank Protection Act.

25. At all times relevant to this action, Defendant BB&T failed to have written security procedures that complied with the requirements of the Act and applicable FDIC regulations.

26. At all times relevant to this action, Defendant BB&T deliberately disregarded its obligation to comply with the Act and applicable FDIC regulations and knowingly operated its Four Seasons BB&T Branch location in Greensboro, North Carolina, without a proper security plan that complied with the requirements of the Act.

27. Defendant BB&T's deliberate disregard of its obligation to operate its Four Seasons BB&T Branch location in Greensboro, North Carolina, without a proper security plan or procedures for mock armed robbery drills related to its corporate culture of prioritizing profitability and business objectives over the health and safety of its employees.

28. At all times relevant to this action, and prior to January 13, 2016, Defendant BB&T, by and through its officers, directors, employees, and agents, including but not limited to certain Defendants named herein, knew that its deliberate failure to institute a proper security plan or procedures for mock armed robbery drills at its branches was substantially certain to cause serious injury or death to its employees.

29. Upon information and belief, Defendant BB&T, itself or as the legal successor in interest of other banks it has acquired through mergers and acquisitions, has previously been issued Notices of Violation pursuant to 12 U.S.C. § 1884 and has incurred civil penalties for failure to comply with the Act.

30. Following the above-referenced Notices of Violation, Defendant BB&T willfully, wantonly, and recklessly failed to make any material changes to its security plan, specifically with reference to mock armed robbery drills until after the incident on January 13, 2016.

31. Defendant Federspiel, in her capacity as an "Area Operations Officer Consultant" had jurisdiction and supervision over the BB&T Four Seasons Branch, and had authority over and responsibility for safety and health, including the safety and health of Defendant BB&T's employees, including Plaintiff, when conducting security procedures, including the mock armed robbery on January 13, 2016, and for a previous duration of time.

32. Defendant Federspiel, was aware on and before January 13, 2016, that Defendant BB&T did not have a proper security plan in compliance with the Act for the conducting of mock armed robberies at its branch locations, including at the BB&T Four Seasons Branch in Greensboro, North Carolina, and that said failure was substantially certain to cause serious injury or death to one or more employees at said location.

33. Defendant Lamberth, in her capacity as a "Market Leader" or Branch Manager of the BB&T Four Seasons Branch, had authority over and responsibility for safety and health, including the safety and health of Defendant BB&T's employees, including Plaintiff, when conducting security procedures, including the mock armed robbery on January 13, 2016, and for a previous duration of time.

34. Defendant Lamberth, was aware on and before January 13, 2016, that Defendant BB&T did not have a proper security plan in compliance with the Act for the conducting of mock armed robberies at its branch locations, including at the BB&T Four Seasons Branch in Greensboro, North Carolina, and that said failure was substantially certain to cause serious injury or death to one or more employees at said location.

35. Defendant Neal, in her capacity as a "Teller Supervisor" had jurisdiction and supervision over the BB&T Four Seasons Branch, and had authority over and responsibility for safety and health, including the safety and health of Defendant BB&T's employees, including Plaintiff, when conducting security procedures, including the mock armed robbery on January 13, 2016, and for a previous duration of time.

36. Defendant Neal, was aware on and before January 13, 2016, that Defendant BB&T did not have a proper security plan in compliance with the Act for the conducting of mock armed robberies at its branch locations, including at the BB&T Four Seasons Branch in Greensboro, North Carolina, and that said failure was substantially certain to cause serious injury or death to one or more employees at said location.

37. Defendant Brennan, in his capacity as a "Teller" for BB&T and participating in a mock armed robbery on behalf of Defendant BB&T and other named and unnamed defendants, had authority over and responsibility for safety and health, including the safety and health of Defendant BB&T's employees, including Plaintiff, when conducting security procedures, including the mock armed robbery on January 13, 2016, and for a previous duration of time.

38. Defendant Brennan, was aware on and before January 13, 2016, that Defendant BB&T did not have a proper security plan in compliance with the Act for the conducting of mock armed robberies at its branch locations, including at the BB&T Four Seasons Branch in Greensboro, North Carolina, and that said failure was substantially certain to cause serious injury or death to one or more employees at said location.

39. Upon information and belief, despite having the actual knowledge described above, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan willfully, wantonly, and recklessly failed to take feasible, necessary, and appropriate action(s) to

implement a security plan or procedure for mock armed robberies at Defendant BB&T's Four Seasons Branch in Greensboro, North Carolina, that complied with the Act in order to further BB&T's corporate culture of maximizing profitability and business objectives over the safety of its workers, even though their inaction(s) in these areas was substantially certain to cause serious injury or death to an employee or employees.

DEFENDANT BB&T'S FAILURE TO PROVIDE SAFETY TRAINING

40. At all times relevant to this action, Defendant BB&T was required to institute, maintain, or monitor training procedures and requirements related to safety that complied with the requirements of the Act at its Four Seasons Branch in Greensboro, North Carolina.

41. At all times relevant to this action, Defendant BB&T failed to institute, maintain, or monitor training procedures and requirements related to safety that complied with the requirements of the Act at its Four Seasons Branch in Greensboro, North Carolina.

42. At all times relevant to this action, Defendant BB&T deliberately disregarded its obligation to comply with the Act and knowingly operated its Four Seasons Branch in Greensboro, North Carolina, without training procedures and requirements related to safety that complied with the requirements of the Act.

43. At all times relevant to this action, and prior to January 13, 2016, Defendant BB&T, by and through its officers, directors, employees, and agents, including but not limited to certain Defendants named herein, knew that its deliberate failure to institute training procedures and requirements related to safety regarding mock armed robberies that complied with the Act was substantially certain to cause serious injury or death to employees at its Four Seasons Branch in Greensboro, North Carolina.

44. At all times relevant to this action, and prior to January 13, 2016, Defendant BB&T knew that many of its employees conducting mock armed robberies at its branch locations had not received or complied with the safety training required by the Act, and did not have adequate safety training to conduct such mock armed robberies without exposing other employees, including Plaintiff, to situations substantially certain to lead to serious injury or death.

45. Despite Defendant BB&T's actual knowledge prior to January 13, 2016, that many of its employees or agents who conducted security drills, including but not limited to mock armed robberies, had not received or complied with the safety training required by the Act, and did not have adequate safety training to perform mock armed robberies, Defendant BB&T willfully, wantonly, and recklessly allowed its untrained employees to conduct mock armed robbery training exercises and assault, batter, imprison, and otherwise intentionally inflict physical and emotional harm on other unsuspecting employees, including Plaintiff.

46. Upon information and belief, at all times relevant to this action, and prior to January 13, 2016, Defendant BB&T's employees in North Carolina also suffered physical harm and mental injuries from mock security drills, and Defendant BB&T had actual knowledge that its high rate of injuries was related directly to its failure to institute and maintain training procedures and requirements related to safety that complied with the requirements of the Act.

47. At all times relevant to this action, and prior to January 13, 2016, through its own internal records, Defendant BB&T had actual knowledge that many of its employees or agents in North Carolina who worked with security procedures and mock armed robberies had not received or complied with the safety training required by the Act, and did not have adequate safety training to perform such mock armed robberies.

48. At all times relevant to this action, and prior to January 13, 2016, Defendant BB&T disregarded, ignored, and willfully, wantonly, and recklessly failed to maintain proper records related to the safety training of its employees at its banking headquarters and/or at the branch locations, including the BB&T Four Seasons Branch Location.

49. At all times relevant to this action, and prior to January 13, 2016, Defendant BB&T disregarded, ignored, and willfully, wantonly, and recklessly failed to follow security industry banking standards that required proper notice be provided to employees before conducting mock armed robberies and also provide employees an option to opt-out of said mock armed robberies.

50. Upon information and belief, at all times relevant to this action, and prior to January 13, 2016, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan had actual knowledge that many of Defendant BB&T's employees or agents who worked with security policies and procedures related to mock armed robberies, had not received or complied with the safety training required by the Act, and did not have adequate safety training to work in such environment or perform mock armed robberies.

51. Upon information and belief, at all times relevant to this action, and prior to January 13, 2016, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan had actual knowledge that Defendant BB&T's high rate of injuries at bank locations in North Carolina was related directly to Defendant BB&T's failure to institute and maintain training procedures and requirements related to safety that complied with the requirements of the Act.

52. Upon information and belief, at all times relevant to this action, and prior to January 13, 2016, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan had actual knowledge that Defendant BB&T's high rate of injuries at bank locations in North

Carolina was related directly to Defendant BB&T's failure to maintain proper records related to the safety training of its employees.

53. Upon information and belief, at all times relevant to this action, and prior to January 13, 2016, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan had actual knowledge that Defendant BB&T disregarded, ignored, and willfully, wantonly, and recklessly failed to follow security industry banking standards that required proper notice be provided to employees before conducting mock armed robberies and also provide employees an option to opt-out of said mock armed robberies.

54. Upon information and belief, despite having the actual knowledge described above, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan willfully and wantonly failed to take feasible, necessary, and appropriate action(s) to improve the state of safety training, records, or employee notification standards for use at Defendant BB&T's Four Seasons Bank in Greensboro, North Carolina, in order to further BB&T's corporate culture of maximizing profitability and business objectives over the safety of its workers, even though their inaction(s) in these areas was substantially certain to cause serious injury or death to an employee or employees.

THE INCIDENT OF JANUARY 13, 2016

55. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

56. In or around 2006, Defendant BB&T, through its agents and employees, hired and began to employ Plaintiff Moises Vasquez to work as a "Teller" at Defendant BB&T's Randleman Road Branch located at 2835 Randleman Rd, Greensboro, NC 27406. Plaintiff worked at this location for approximately six years before transferring to a BB&T Branch in Asheboro, North

Carolina. In or around 2013, Plaintiff transferred to the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, where he was employed first as a "Relationship Teller" and then as a "Branch Banker."

57. On or about January 13, 2016, Defendant BB&T, through its agents and employees, employed Defendant Federspiel, as an "Area Operations Officer Consultant," for branches including, but not limited to the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

58. On or about January 13, 2016, Defendant BB&T, through its agents and employees, employed Defendant Lamberth, as a "Market Leader," or Branch Manager at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

59. On or about January 13, 2016, Defendant BB&T, through its agents and employees, employed Defendant Neal, as a "Teller Supervisor," at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

60. On or about January 13, 2016, Defendant BB&T, through its agents and employees, employed Defendant Brennan, as a "Teller," at the BB&T Randleman Road Branch, located at 2835 Randleman Rd, Greensboro, NC 27406.

61. On or before January 13, 2016, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan, and possibly other BB&T employees and agents, intentionally and knowingly, planned, conspired, and agreed to enact a mock armed robbery at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

62. At no time did Defendant Federspiel, Defendant Lamberth, Defendant Neal, or Defendant Brennan, or any other BB&T employee notify any of the regular employees at BB&T's Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, including Plaintiff, that a mock armed robbery would take place on the morning of January 13, 2016, nor did any of the named Defendants give Plaintiff, or any of the other employees an opportunity to opt-out of the mock armed robbery.

63. The actions of Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan, and possibly other BB&T employees and agents, to intentionally and knowingly, plan, conspire, and agree to conduct the mock armed robbery was done in their official capacities as employees of Defendant BB&T and carried out pursuant to Defendant BB&T's policies and procedures for conducting mock armed robberies and other security operations at its branch locations.

64. The actions of Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant Brennan, and possibly other BB&T employees and agents to intentionally and knowingly, plan, conspire, and agree to conduct the mock armed robbery without notifying the employees at the BB&T Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, including Plaintiff, was also carried out pursuant to Defendant BB&T's policies and procedures for such operations.

65. On or about January 12, 2016, Plaintiff was informed that the employees at the BB&T Branch located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, would have a security meeting the following day.

66. Plaintiff as a long-term employee of Defendant BB&T had attended many routine security meetings over the approximately ten (10) years that he had worked for Defendant BB&T. None of these prior security meetings involved mock armed robbery situations.

67. On the morning of January 13, 2016, at about 7:30 a.m., Plaintiff was the first employee to arrive to work at the BB&T Branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403. Pursuant to written policies and procedures, Plaintiff circled the building in his vehicle to inspect the building and surroundings before he was to exit the vehicle.

68. As Plaintiff circled the building, he noticed Defendant Federspiel's vehicle, a Mercedes-Benz van, parked behind the Outback restaurant at the Four Seasons Town Center.

69. Plaintiff parked his vehicle and waited for a second employee to arrive before approaching the BB&T building, pursuant to security protocols that require that two employees must be present to open a BB&T branch facility each morning.

70. Once the second employee arrived, Esther Lee, Plaintiff exited his vehicle and used his key to open the back door of the BB&T branch facility. The door to the building was locked.

71. Upon entering the building, Plaintiff picked up an emergency notification handheld device, a device that has an emergency button to call the police in the event of an emergency. Plaintiff entered into the building through an employee entrance break room.

72. Plaintiff proceeded from the break room into the customer seating area and to the pinpad located near the vault to disarm the alarm for the building. Plaintiff noted that the alarm for the building had not been set, which was against protocol. However, Plaintiff assumed that the employees from the prior evening had failed to set the alarm because the BB&T branch was short-handed the day before.

73. Since nothing else appeared to be amiss and the exterior door had been locked, Plaintiff proceeded to perform a security sweep in the teller area pursuant to BB&T security protocol.

74. As Plaintiff opened the door to the back room in the teller area, a male in a ski mask jumped out from behind the door, grabbed Plaintiff's arm, and pointed a black gun at Plaintiff's stomach. The assailant screamed at Plaintiff, jabbed the gun into Plaintiff's side, and told him not to do anything stupid.

75. The assailant then continued to grab Plaintiff, and pushed him out to the customer seating area. The assailant continued to scream at Plaintiff telling him that he knew there must be another employee present and that Plaintiff needed to give the first all clear signal.

76. Plaintiff complied by walking toward the break room with the armed assailant following behind him. As instructed, Plaintiff proceeded to give the first all clear signal by opening the exterior door, walking to the sidewalk, and then reopening the exterior door, walking back into the building and standing next to the door.

77. When Plaintiff went out the exterior door, he considered running. However, Plaintiff considered that if he ran, he could be shot in the back and/or the other employee, Ms. Lee, could be injured. Paralyzed with fear, Plaintiff decided to give the first all clear signal as instructed by the assailant, thereby putting Ms. Lee's life in danger as well.

78. After Plaintiff entered back into the building, the assailant grabbed him again by the arm with one hand and pulled him into the customer seating area. The assailant had the gun in his other hand. Once they reached the seating area, the assailant screamed at Plaintiff to keep his head down and not to move. In the meantime, Plaintiff tried to push the button on the device in his hand to activate the emergency alarm to call the police for assistance.

79. The assailant, who had hid himself again, was concealed when the Ms. Lee entered into the bank. After entering the bank, Ms. Lee did not see Plaintiff, which was strange because he should have been waiting next to the door for her according to protocol.

80. After Ms. Lee walked in from the break room into the customer seating area, the masked assailant then screamed, pointed the gun at her, and grabbed her arm and forced her to sit down near Plaintiff. Ms. Lee was startled and started yelling. The masked assailant ordered Ms. Lee to be quiet and to put her head down.

81. The masked assailant then told Ms. Lee to put up the second all clear signal so that the others would come in. She did not understand so she asked the assailant to repeat himself. Once he did, then Ms. Lee walked to the break room, and put up a paper in the window, which was the second all clear signal indicating to subsequent arriving employees that it was safe to come in.

82. After putting up the second all clear signal, Ms. Lee returned to the seating area and sat down near Plaintiff. The assailant told her again to look down and not to do anything stupid.

83. The assailant then stood next to Plaintiff with his gun drawn and waited for the other employees to enter the building.

84. As Ms. Lee and Plaintiff were seated, the masked assailant showed a name badge to them and claimed to be an employee of BB&T. Plaintiff was confused as to what was occurring, as to who the masked assailant was, and whether the assailant was part of some sort of inside job.

85. The rest of the employees came into the bank one by one. As each entered, the masked assailant assaulted each of them by yelling, pointing the gun at them, and directed each of the employees to sit in the waiting area with Plaintiff and Ms. Lee with their heads down. The employees screamed, but otherwise complied with the assailant's orders.

86. After all of the other employees were seated with their heads down, the masked assailant proceeded to take off the ski mask and said that he was with BB&T. The assailant identified himself as Defendant Brennan and said that the mock armed robbery was a drill.

87. Defendant Brennan explained that the gun he used was a fake gun. Also, he explained that he was asked to perform the armed robbery by Defendants Federspiel, and that he was employed by BB&T as a teller at the BB&T Randleman Road Branch.

88. Upon information and belief, Defendants Federspiel, Lamberth, Neal, and Brennan, had never received any training or had any prior experience in conducting mock armed robbery exercises. At all times relevant to this complaint, Defendant BB&T had actual or constructive knowledge that said Defendants did not have any prior experience or training in conducting mock armed robbery exercises.

89. Upon information and belief, Defendants Federspiel, Lamberth, Neal, and Brennan, as agents of Defendant BB&T and each other, willfully, wantonly, and recklessly caused a mock armed robbery to be carried out without any understanding about how to perform a mock armed robbery exercise without possibly subjecting their employees to death or serious injury.

90. By assigning said mock armed robbery to Defendant Brennan, Defendants Federspiel, Lamberth, and Neal willfully, wantonly, and recklessly ordered Defendant Brennan to carry out an exercise even though they knew Defendant Brennan was only a teller, that Defendant Brennan was not trained in mocked armed robbery exercises or other security exercises, and that there were other employees at BB&T that had experience and training in security exercises that properly should have been assigned this exercise.

91. Upon information and belief, Defendants Federspiel, Lamberth, and Neal all knew ahead of time that the mock armed robbery would take place, but played along and acted frightened when they entered the bank and were assaulted by Defendant Brennan.

92. Additionally, Defendants Federspiel, Lamberth, or Neal had called BB&T's main office to inform them that the mock armed robbery was taking place and to disregard any alarms they received. The Defendants also contacted the local 911 operators and local police to tell them to disregard any emergency notices they received since they were performing a drill.

93. Upon information and belief, Defendant BB&T has recorded video of the entire incident, in that the entire mock armed robbery took place within their branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403.

94. Subsequent to the mock armed robbery and prior to filing the complaint, Plaintiff, through counsel, sent a certified letter to Defendant BB&T advising them to maintain all video surveillance of the mock armed robbery incident or that he would pursue spoliation sanctions.

95. Plaintiff was visibly traumatized and very angry and upset once he learned that he was subjected to a mock armed robbery without his prior knowledge or consent.

96. On this occasion, Plaintiff was physically battered and was subjected to extreme, unnecessary, and outrageous conduct causing emotional distress that directly caused Plaintiff to suffer severe, permanent, and debilitating physical and emotional injuries, and great pain and mental anguish; Plaintiff will suffer pain and anguish in the future; Plaintiff incurred medical expenses for the treatment of his injuries and will incur future medical treatment of his physical and mental injuries; Plaintiff suffered lost wages and will suffer a diminished earning capacity in the future, as well as other economic and noneconomic damages to be shown at trial, all as a

result of his injuries received from the mock armed robbery, and all said damages were directly and proximately caused by the Defendants.

FIRST CAUSE OF ACTION - Assault

97. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

98. At all times relevant to this complaint, Defendant Brennan was an employee of Defendant BB&T, and was acting in the course and scope of his employment and pursuant to BB&T's policies and procedures for carrying out mock armed robberies at its branch locations.

99. On January 13, 2016, as set forth above, Defendant Brennan, by intentional acts and/or displays of force and violence threatened the Plaintiff with imminent bodily injury. These intentional acts include, but are not limited to, threatening Plaintiff in a menacing manner with a firearm while concealing his identity with a ski mask and performing a mock armed robbery of Plaintiff's BB&T branch location, and otherwise demonstrating his intention of physically striking or shooting Plaintiff.

100. In doing the intentional acts here and above alleged, Defendant Brennan intended to place Plaintiff in apprehension of bodily harm or death.

101. As a direct, legal and proximate result of Defendant Brennan's acts as alleged herein, Plaintiff, in fact, was placed in apprehension that harmful contact with his person or death was imminent.

102. At no time did Plaintiff give his consent to be assaulted by Defendant Brennan or the other Defendants as described herein.

103. Plaintiff is informed and believes, and thereon alleges, that such acts of Defendant Brennan were possible because of and arose and were done while he was in the course and scope of his agency and employment by Defendants Federspiel, Lamberth, Neal, and BB&T.

104. The Defendants Federspiel, Lamberth, Neal, and BB&T, are vicariously liable for Defendant Brennan's actions. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant Brennan and Defendants Federspiel, Lamberth, Neal, and BB&T. Additionally, at that time, Defendant Brennan was expressly authorized to perform a mock armed robbery, and was about the business of Defendants Federspiel, Lamberth, Neal, and BB&T. The mock armed robbery which Defendant Brennan was engaged at the time was within the course and scope of his authority or employment and it was done in furtherance of the business of Defendants Federspiel, Lamberth, Neal, and BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and BB&T, and was intended to accomplish the purposes of the agency. Finally, Defendants Federspiel, Lamberth, Neal, and BB&T ratified the actions of Defendant Brennan as set forth herein.

105. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

106. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and

Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

107. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

108. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

SECOND CAUSE OF ACTION – Battery

109. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

110. At all times relevant to this complaint, Defendant Brennan was an employee of Defendant BB&T, and was acting in the course and scope of his employment and pursuant to BB&T's policies and procedures for carrying out mock armed robberies at its branch locations.

111. On January 13, 2016, as set forth above, Defendant Brennan, did grab, touch, push, or otherwise make contact with Plaintiff's body with Defendant's hands and/or the gun Defendant used for the mock armed robbery.

112. In doing the acts as herein alleged, defendant Brennan acted with the intent to make contact with Plaintiff's body.

113. Said bodily contact committed by Defendant Brennan was offensive to Plaintiff, caused Plaintiff great distress, caused Plaintiff physical pain or injury, and occurred without Plaintiff's consent.

114. As a direct, legal and proximate result of Defendant Brennan's acts as alleged herein, Plaintiff, in fact, was injured in his mind and body as is herein alleged.

115. At no time did Plaintiff give his consent to be touched or otherwise battered by Defendant Brennan as described herein.

116. Plaintiff is informed and believes, and thereon alleges, that such acts of Defendant Brennan were possible because of and arose and were done while he was in the course and scope of his agency and employment by Defendants Federspiel, Lamberth, Neal, and BB&T.

117. The Defendants Federspiel, Lamberth, Neal, and BB&T, are vicariously liable for Defendant Brennan's actions. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant Brennan and Defendants Federspiel, Lamberth, Neal, and BB&T. Additionally, at that time, Defendant Brennan was expressly authorized to perform a mock armed robbery, and was about the business of Defendants Federspiel, Lamberth, Neal, and BB&T. The mock armed robbery which Defendant Brennan was engaged at the time was within the course and scope of his authority or employment and it was done in furtherance of the business of Defendants Federspiel, Lamberth, Neal, and BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and BB&T, and was intended to accomplish the purposes of the agency. Finally, Defendants Federspiel, Lamberth, Neal, and BB&T ratified the actions of Defendant Brennan as set forth herein.

118. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

119. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

120. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

121. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

THIRD CAUSE OF ACTION - False Imprisonment

122. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

123. At all times relevant to this complaint, Defendant Brennan was an employee of Defendant BB&T, and was acting in the course and scope of his employment and pursuant to BB&T's policies and procedures for carrying out mock armed robberies at its branch locations.

124. On January 13, 2016, as set forth above, Defendant Brennan, did intentionally and unlawfully detain Plaintiff against his will.

125. As set forth herein, and as otherwise shown at trial, Plaintiff was deprived of his liberty, that is, he was compelled to remain where Plaintiff did not wish to remain, or compelled to go where Plaintiff did not wish to go, and subject to the orders of Defendant Brennan, who was dressed as a masked armed assailant carrying out a planned mock armed robbery.

126. Said detention of Plaintiff occurred through the use of actual force, bodily contact, confinement or physical restraint. Detention also occurred by and through the use of threatening words and conduct of Defendant Brennan causing Plaintiff to have reasonable apprehension that deadly force will be used against him if he does not submit.

127. At no time was the detention of Plaintiff lawful or made with his consent.

128. As a direct, legal and proximate result of Defendant Brennan's acts as alleged herein, Plaintiff, in fact, was injured in his mind and body as is herein alleged.

129. At no time did Plaintiff give his consent to be assaulted, battered, or otherwise detained by Defendant Brennan as described herein.

130. Plaintiff is informed and believes, and thereon alleges, that such acts of Defendant Brennan were possible because of and arose and were done while he was in the course and scope of his agency and employment by Defendants Federspiel, Lamberth, Neal, and BB&T.

131. The Defendants Federspiel, Lamberth, Neal, and BB&T, are vicariously liable for Defendant Brennan's actions. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant Brennan and Defendants Federspiel, Lamberth, Neal, and BB&T. Additionally, at that time, Defendant Brennan was expressly authorized to perform a mock armed robbery, and was about the business of Defendants Federspiel, Lamberth, Neal, and BB&T. The mock armed robbery which Defendant Brennan was engaged at the time was within the course and scope of his authority or employment and it was done in furtherance of the business of Defendants Federspiel, Lamberth, Neal, and BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and BB&T, and was intended to accomplish the purposes of the agency. Finally, Defendants Federspiel, Lamberth, Neal, and BB&T ratified the actions of Defendant Brennan as set forth herein.

132. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

133. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

134. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

135. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

FOURTH CAUSE OF ACTION – Intentional Infliction of Emotional Distress

136. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

137. At all times relevant to this complaint, Defendant Brennan was an employee of Defendant BB&T, and was acting in the course and scope of his employment and pursuant to BB&T's policies and procedures for carrying out mock armed robberies at its branch locations.

138. On January 13, 2016, as set forth above, Defendant Brennan carried out a mock armed robbery at the BB&T Branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, without notifying Plaintiff or the other employees at branch.

139. The actions of Defendants Brennan as alleged herein constitute extreme and outrageous conduct and show a reckless indifference to the likelihood that said actions would cause severe emotional distress to Plaintiff. And the actions of Defendant Brennan in fact caused severe emotional distress to Plaintiff.

140. On or before January 13, 2016, as set forth above, Defendants Federspiel, Lamberth, Neal, and other agents or employees of BB&T, planned, conspired, and agreed to carry out a mock armed robbery at the BB&T Branch located at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, without notifying Plaintiff or the other employees at branch, and then caused Defendant Brennan to carry out the mock armed robbery.

141. The actions of Defendants Federspiel, Lamberth, Neal, and other agents or employees of BB&T as alleged herein constitute extreme and outrageous conduct and show a reckless indifference to the likelihood that said actions would cause severe emotional distress to Plaintiff. And the actions of Defendants Federspiel, Lamberth, Neal, and other agents or employees of BB&T in fact caused severe emotional distress to the Plaintiff.

142. As a direct, legal and proximate result of the acts of Defendants Brennan, Federspiel, Lamberth, Neal, and other agents or employees of BB&T as alleged herein, Plaintiff, in fact, was injured in his mind and body as is herein alleged.

143. At no time did Plaintiff give his consent to be subjected to the planned mock robbery as described herein.

144. Additionally, Plaintiff is informed and believes, and thereon alleges, that such acts of Defendant Brennan were possible because of and arose and were done while he was in the course and scope of his agency and employment by Defendants Federspiel, Lamberth, Neal, and BB&T.

145. The Defendants Federspiel, Lamberth, Neal, and BB&T, are vicariously liable for Defendant Brennan's actions and the actions of each other. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant Brennan and Defendants Federspiel, Lamberth, Neal, and BB&T. Additionally, at that time, Defendant Brennan was expressly authorized to perform a mock armed robbery, and was about the business

of Defendants Federspiel, Lamberth, Neal, and BB&T. The mock armed robbery which Defendant Brennan was engaged at the time was within the course and scope of his authority or employment and it was done in furtherance of the business of Defendants Federspiel, Lamberth, Neal, and BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and BB&T, and was intended to accomplish the purposes of the agency. Finally, Defendants Federspiel, Lamberth, Neal, and BB&T ratified the actions of Defendant Brennan as set forth herein.

146. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

147. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

148. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented

from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

149. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

FIFTH CAUSE OF ACTION- Conspiracy

150. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

151. At all times relevant to this complaint, Defendants Brennan, Federspiel, Lamberth, Neal, were employees of Defendant BB&T, and were acting in the course and scope of their employment and pursuant to BB&T's policies and procedures for carrying out mock armed robberies at its branch locations.

152. On or about January 13, 2016, Defendants Brennan, Federspiel, Lamberth, Neal and other BB&T employees or agents, knowingly and willfully conspired and agreed among themselves to assault and batter Plaintiff, falsely imprison him, and otherwise intentionally subject him to emotional distress by carrying out a mock armed robbery.

153. Thereafter and in furtherance of this conspiracy, Defendant Brennan did in fact, assault and batter Plaintiff, falsely imprison him, and otherwise intentionally subject him to emotional distress as herein alleged.

154. Defendant Brennan's employer, supervisor and others, including but not limited to Defendants Federspiel, Lamberth, and Neal furthered the conspiracy by lending aid and encouragement to defendant co-employee.

155. As a direct, legal and proximate result of the acts of Defendants Brennan, Federspiel, Lamberth, Neal, BB&T, and other agents or employees of BB&T as alleged herein, Plaintiff, in fact, was injured in his mind and body as is herein alleged.

156. At no time did Plaintiff give his consent to be subjected to the planned mock robbery as described herein.

157. Additionally, Plaintiff is informed and believes, and thereon alleges, that such acts of Defendant Brennan were possible because of and arose and were done while he was in the course and scope of his agency and employment by Defendants Federspiel, Lamberth, Neal, and BB&T.

158. The Defendants Federspiel, Lamberth, Neal, and BB&T, are vicariously liable for Defendant Brennan's and the actions of each other. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant Brennan and Defendants Federspiel, Lamberth, Neal, and BB&T. Additionally, at that time, Defendant Brennan was expressly authorized to perform a mock armed robbery, and was about the business of Defendants Federspiel, Lamberth, Neal, and BB&T. The mock armed robbery which Defendant Brennan was engaged at the time was within the course and scope of his authority or employment and it was done in furtherance of the business of Defendants Federspiel, Lamberth, Neal, and BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and BB&T, and was intended to accomplish the purposes of the agency. Finally, Defendants Federspiel, Lamberth, Neal, and BB&T ratified the actions of Defendant Brennan as set forth herein.

159. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental

anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

160. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

161. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

162. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

SIXTH CAUSE OF ACTION - Ratification

163. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

164. On or about January 13, 2016, Defendants Brennan, Federspiel, Lamberth, Neal and other BB&T employees or agents, knowingly and willfully conspired and agreed among themselves to assault and batter Plaintiff, falsely imprison him, and otherwise intentionally subject him to emotional distress by carrying out a mock armed robbery.

165. Defendants Brennan, Federspiel, Lamberth, and Neal purported to act as the agents and employees of Defendant BB&T in carrying out the mock armed robbery.

166. Defendant BB&T knew, or came to know, all of the facts material to the mock armed robbery after the incident had taken place. Defendant BB&T through other agents and employees interviewed Plaintiff and other individual Defendants to inform itself of what had happened and had video surveillance of the incident in its possession.

167. Defendant employer BB&T has adopted and ratified the conduct of Defendants Brennan, Federspiel, Lamberth and Neal in that Defendant BB&T failed to fully investigate, remained silent, promoted, and otherwise condoned a work environment in which assaults were tolerated. Defendant employer BB&T has also failed to reject the conduct of the individual Defendants.

168. In fact, Defendant BB&T adopted Defendants Brennan, Federspiel, Lamberth and Neal's actions or conspiracy to commit assault, battery, false imprisonment, and intentional infliction of emotional distress on the Plaintiff in that Defendant BB&T has continued to retain these employees and thus has expressly or by implication adopted the Defendants' conduct as its own.

169. As a direct, legal and proximate result of the acts of Defendants, and each of them individually and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder

(hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

170. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

171. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

172. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

SEVENTH CAUSE OF ACTION - Woodson Claim Against Defendant BB&T

173. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

174. Defendant BB&T, as described herein, intentionally engaged in misconduct that was a proximate cause of Plaintiff's serious, permanent, and life-altering injuries, as described herein.

175. Defendant BB&T, through its agents, as described herein, intentionally engaged in misconduct that was substantially certain to cause serious injury or death to an employee, such as Plaintiff, and as such, properly gives rise to an action in tort against Defendant BB&T pursuant to *Woodson v. Rowland*, 329 N.C. 330, 407 S.E.2d 222 (1991).

176. Defendant BB&T knew that its intentional misconduct, as described herein, violated the Bank Protection Act of 1968, 12 U.S.C. § 1881-84 *et al*, and the regulations promulgated by the FDIC, industry standards, and other applicable standards of care, including but not limited to:

- a. Arranging for Defendant Brennan, a bank Teller who lacked any training or experience working with security procedures, to perform a mock armed robbery at the BB&T location at Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, where Plaintiff was subjected to the tortious behavior of Defendant Brennan and the other individual Defendants;
- b. Intentionally disregarding its obligation to comply with the Act and applicable FDIC regulations and knowingly operating its Four Seasons BB&T Branch location in Greensboro, North Carolina, without a proper security plan that complied with the requirements of the Act.
- c. Failing to comply with the FDIC rules and regulations, and to adopt appropriate security procedures to discourage robberies, burglaries, and larcenies and to assist in identifying and apprehending persons who commit such acts.
- d. Failing to ensure that a written security program for the bank's main office and branches is developed and implemented for handling mock armed robberies.
- e. Failing to have a system that follows recognized and generally established practices for mock armed robberies;

- f. Failing to operate and maintain appropriate security devices, including, at a minimum, an alarm system or other appropriate device for promptly notifying the nearest responsible law enforcement officers of an attempted or perpetrated robbery or burglary;
- g. Failing to institute and maintain training requirements for its employees to conduct mock armed robberies or other security drills at its branch banking locations;
- h. Failing to have an Emergency Response Program that complied with the Act; and
- i. Failing to take necessary and reasonable measures under the circumstances then presented, in a manner to be proven at the trial of this matter.

177. As stated throughout this Complaint, Defendant BB&T itself, or as the legal successor in interest of other banks it has acquired through mergers and acquisitions, has incurred civil penalties for failure to comply with 12 U.S.C. § 1884 for violations identical or similar to those described above.

178. As stated throughout this Complaint, Defendant BB&T knew of the substantial certainty of serious injury or death from its dangerous conduct, as described herein, but intentionally persisted in said course of conduct that was substantially certain to cause serious injury or death to Plaintiff.

179. Defendant BB&T intentionally persisted in the course of conduct described herein because it was motivated by profit and financial gain in that it is less expensive and easier for it to have its regular employees carry out the mock armed robbery instead of following industry standards and retaining banking security experts to properly administer its banking safety drills.

180. As a direct, legal and proximate result of the acts of Defendant BB&T, and each of the other Defendants individually and in their capacity as employees and agents of Defendant

BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

181. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

182. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

183. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

EIGHTH CAUSE OF ACTION - Pleasant Claim Against Defendants

184. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

185. The respective willful, wanton, and reckless negligent actions and omissions of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, as described herein, were a proximate cause of Plaintiff serious, permanent, and life-altering injuries, as described herein.

186. The respective willful, wanton, and reckless negligent actions and omissions of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, as described herein, are culpable misconduct, and accordingly, Plaintiff hereby brings a claim against Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, under *Pleasant v. Johnson*, 312 N.C. 710, 325 S.E.2d 244 (1985).

187. Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, each made conscious choices to disregard applicable standards and prudent practices, as described herein, in a willful, wanton, and reckless manner, without regard for the safety or health of employees at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, in particular, those other persons including Plaintiff who worked as employees at that location, when performing mock armed robberies.

188. Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, each engaged in conduct that they knew was dangerous, careless, and reckless, and that put the safety and health of employees at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, in particular, those other persons including Plaintiff who worked as employees at that location, when performing mock armed robberies.

189. Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, each made conscious choices to engage in conduct that was willful, wanton, and reckless despite the risks that they knew such conduct posed to the safety and health of employees at the BB&T Four Seasons Branch, located at the Four Seasons Town Center, 2274 Vanstory Street, Greensboro, NC 27403, including Plaintiff.

190. Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, each willfully, wantonly, and recklessly made choices to defer to the authority of supervisors and managers or to delegate authority to employees who lacked sufficient qualifications and competence to handle those assignments, in a manner that each of them knew was inappropriate and dangerous.

191. Defendant BB&T is vicariously liable for the actions of the individual Defendants. At the time of the events complained of herein, there existed a principal-agent relationship between Defendant BB&T and Defendants Federspiel, Lamberth, Neal, and Brennan. Additionally, at that time, the individual Defendants were expressly authorized to perform a mock armed robbery, and were about the business of Defendant BB&T. The mock armed robbery upon which was within the course and scope of the individual Defendant's employment and was done in furtherance of the business of Defendant BB&T, or was incident to the performance of duties entrusted to Defendants Federspiel, Lamberth, Neal, and Brennan, and was intended to accomplish the purposes of the agency. Finally, Defendant BB&T ratified the actions of the individual Defendants as set forth herein.

192. As a direct, legal and proximate result of the acts of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, and Defendant Neal, and in their capacity as employees and agents of Defendant BB&T, as aforesaid, Plaintiff sustained severe, serious and permanent

injuries to his person, great pain and mental anguish, including, but not limited to being diagnosed with post traumatic stress disorder (hereinafter "PTSD"), and will suffer pain and anguish in the future, all to his damage in an amount to be shown according to proof and within the jurisdiction of this Court.

193. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was compelled to and did employ the services of medical providers, to care for and treat him, and did incur medical, professional, counseling, and incidental expenses, and Plaintiff is informed and believes and, upon such information and belief, alleges that he will necessarily, by reason of his injuries, incur additional like expenses for an indefinite period of time in the future, all to Plaintiff's damage in a sum to be shown according to proof.

194. As a direct, legal and proximate result of the aforesaid acts of Defendants, and each of them, Plaintiff was prevented for a time from engaging in his usual occupation, thereby sustaining a loss of income, the duration and extent of which is as yet undetermined, and Plaintiff is informed and believes and, upon such information and beliefs alleges that he will be prevented from attending to his said usual occupation for an indefinite period of time in the future and will incur an additional loss of income, all to Plaintiff's damage in a sum to be shown according to proof.

195. Plaintiff is entitled to have and recover in excess of Twenty-Five Thousand (\$25,000.00) Dollars of Defendants, jointly or severally, or one of them, for the economic and noneconomic injuries suffered as a result of the conduct of the Defendants as described herein.

NINTH CAUSE OF ACTION – Punitive Damages

196. Plaintiff hereby incorporates the allegations of the previous paragraphs of this Complaint by reference as if fully set forth herein.

197. The conduct of Defendant Brennan was intentional, wanton, gross, reckless and in complete disregard for the safety and rights of others. This reckless indifference by Defendant Brennan included the intentional decision to conduct a mock armed robbery and commit assault, battery, false imprisonment, and to intentionally inflict emotional distress on Plaintiff, at the encouragement, direction, and under the supervision of Defendant Federspiel, Defendant Lamberth, and Defendant Neal, and for other reasons to be shown through discovery and at trial.

198. The conduct of Defendant Federspiel, Defendant Lamberth, and Defendant Neal was intentional, wanton, gross, reckless and in complete disregard for the safety and rights of others. As explained above, Defendant Federspiel, Defendant Lamberth, and Defendant Neal conspired with Defendant Brennan to conduct a mock armed robbery and commit assault, battery, false imprisonment, and to intentionally inflict emotional distress on Plaintiff, and for other reasons to be shown through discovery and at trial.

199. The conduct of Defendant BB&T, as outlined above, was intentional, wanton, gross, reckless and in complete disregard for the safety and rights of others, in that it ratified the actions of Defendant Federspiel, Defendant Lamberth, and Defendant Neal as they carried out a mock armed robbery and committed assault, battery, false imprisonment, and to intentionally inflicted emotional distress on Plaintiff, and for other reasons to be shown through discovery and at trial.

200. Defendant BB&T, by and through its agents, as outlined above, intentionally engaged in misconduct that was also substantially certain to lead to death or serious injury and did in fact cause Plaintiff to suffer serious injury, which is an additional basis for punitive damages against Defendant BB&T.

201. The intentional, willful, and wanton conduct on the part of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant BB&T was done

with the conscious and intentional disregard of and indifference to the rights and safety of others, which the Defendants knew or should have known is reasonably likely to result in injury, damage or other harm.

202. The intentional, willful, and wanton conduct on the part of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant BB&T was a direct, legal and proximate result related to the injury to the Plaintiff.

203. As a result of the intentional, wanton, and reckless conduct of Defendant Brennan, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant BB&T, Defendants are liable to Plaintiff for punitive damages in an amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars.

WHEREFORE, Plaintiff Moises Vasquez hereby demands that this Honorable Court provide him with the following relief against Defendant Brennan, Defendant Federspiel, Defendant Lamberth, Defendant Neal, and Defendant BB&T to the greatest extent permitted by law:

- 1) That Plaintiff have and recover actual damages against Defendants, jointly and severally, in an amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars;
- 2) That Plaintiff have and recover punitive damages against Defendants, jointly and severally, in an amount in excess of Twenty-Five Thousand (\$25,000.00) Dollars;
- 3) That Plaintiff have and recover all costs, pre-judgment interest, and post-judgment interest as permitted by law;
- 4) That Plaintiff have a TRIAL BY JURY on all issue so triable; and
- 5) That Plaintiff have and recover such other and further relief as this Honorable Court in its discretion deems just and proper.

This the 6th day of April, 2016.



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