IN THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF WEST VIRGINIA AT BECKLEY

ANNA WHITE FERRARACCIO PLAINTIFF

CASE 5:24-cv-00700

NEW PEOPLES BANK DEFENDANT

AMENDED COMPLAINT

For Amended Complaint Plaintiff Anna White Ferraraccio states as follows:

THE PARTIES

1. That plaintiff Anna White Ferraraccio (hereinafter “plaintiff”) is a natural person residing in, and doing business in Summers County, West Virginia as Pipestem Spa and Event Center;
2. That defendant New Peoples Bank (hereinafter “defendant”) is a federally chartered and regulated bank doing business in, and having a physical presence in, the Southern District of West

Virginia;

JURISDICTION

3. That jurisdiction is proper in this honorable Court due to domicile of the respective parties, the federal questions raised and the federal oversight of the banking industry.

4. That plaintiff made an application for a loan in the normal course of business from the defendant in the spring of 2024. That at the time of said loan application, plaintiff and defendant had an established business relationship in which plaintiff had applied for and been granted over a dozen loans by defendant over the previous 12 years with no issues.

5. On February 7, Jami Kidd assisted the plaintiff in notarizing her campaign documentation and opening a campaign finance account to run for District 41, House of Delegates, as a DEMOCRAT. Directly after this date, the loan process was delayed unnecessarily by forcing the plaintiff to get a new appraisal which cost thousands of dollars and months of delay.

6. That plaintiff was notified by the defendant that her loan application had been approved by the defendant in May, 2024, by Jami Kidd, her loan officer, then, she “backtracked” and said in a text message that the loan was only approved at “level one” and she needed a signature. (The

previous loans had all been approved within 2-3 months, so plaintiff wasn't overly concerned.)

7. That loans between plaintiff and defendant it had been the customary practice that upon approval of a loan to plaintiff the funds were deposited in plaintiff's account maintained with defendant for that purpose;

8.That in reliance on the above noted customary practice established by prior actions of defendant, plaintiff began drawing on said account for purposes consistent with the basis for the loan contained in the aforesaid loan application;

9.That in reliance on the establish practice of fund availability, plaintiff made several checks resulting in overdraws from her account with defendant maintained for the purpose of drawing on loan proceeds;

10. That plaintiff's reasonable reliance on prior practices of the defendant was to her detriment in that above said checks were returned for insufficient funds by the defendant; (Loan was transferred to Mori Williams by this time and he stated unequivocally that the bank would reverse the overdraft fees in his office, on July 1, 2024.)

11. That defendant knew that said checks were being written by plaintiff as the same were processed by defendant;

12. That defendant breached its duty to plaintiff by failing to notify plaintiff

that the loan funds customarily deposited in the draw account were deposited therein; and

13. That plaintiff incurred overdraft fees and an embarrassment of credit due the breach of the defendant to make timely deposit of said loan proceeds and to notify plaintiff of its failure to make timely deposit into her loan draw account.

14, The banks attorney, William Winfrey stated in a letter that the plaintiff had created an scene inside the bank in August, 2024 that, “had embarrassed the customers” and threatened the bank employees with undue stress and that because of this “outburst”, plaintiff was not allowed inside the bank, “You can do your business through the drive through” and that plaintiff was not allowed to communicate with said loan officers, and that all communications would go through him going forward. This was a complete lie and the plaintiff never stepped foot inside that branch after signing the loan documents in July.

15. New Peoples Bank blatant discrimination against said plaintiff was based on her political party, the fact that she was running for an election, and, after further investigation with other public lawsuits, discovered a pattern of blatant discrimination against WOMEN, women business owners, women who are not MAGA evangelical Christians.

16. Defendant's actions caused financial disruption, embarrassment to local vendors, contractors, employees and others affected by their actions and prevented any serious electoral campaigning effort.

17. Plaintiff requests an apology from the bank acknowledging said discrimination was deliberate, specific bank policies to prevent future customers from experiencing the same issues, all the check fees and associated fees refunded and a financial penalty.

COUNT 2

14. Plaintiff realleges all allegations in Count 1 above as if they had been fully alleged in Count 2;