UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

CASE NO. 5:24-cv-00700

ANNA WHITE FERRARACCIO

Plaintiff,

vs.

JURY TRIAL DEMANDED

NEW PEOPLE's BANK

Defendant

______________________/

SECOND AMENDED COMPLAINT FOR DAMAGES

Anna White Ferraraccio ("Anna") sues Defendant, New People's Bank ("Bank") and alleges as follows:

Jurisdiction

1. This is an action involves the application of the Equal Credit Opportunity Act, Fair Housing Act, and any other applicable causes of action.

2. The jurisdiction of this Court is invoked pursuant to 28 USC § 1331, 28 USC § 1343. Jurisdiction is also invoked pursuant to

3. Venue is proper under the Act, 28 USC 1391(b) because the acts complained of occurred within this judicial district and because the corporate defendant has its principal place of business within this district, resides in this judicial district and the acts complained upon by Plaintiff took place within this judicial district in Princeton, West Virginia.

The Parties/Participants

3. Plaintiff, was an individual residing in West Virginia at all material times hereto and is *sui juris*.

4. Defendant, Bank, is a lender with locations throughout West Virginia with a

branch located in this judicial district.

General Allegations

5. Plaintiff is a female, white Non Christian who utilized the Bank for personal and business loans for her business the Pipestem Spa, Event Center and Mountain Chalets in Pipestem, WV and for her personal residence.

6. Plaintiff had loans with Bank for real properties including her home, spa, a hotel and a property on Harrison Street, Plaintiff personally guaranteed each of these loans.

7. On or about March 16, 2025, Plaintiff was notified in a non timely fashion of the non-judicial foreclosure in process by Bank against her properties.

8. On or around March 16, 2025, William S. Winfrey ("Winfrey"), counsel for the Bank advised Plaintiff that he had three potential buyers interested in purchasing all of Plaintiff's properties with loans on them by the Bank including her Spa property, her home, the Hotel and the Harrison Street property.

9. On or about March 18, 2025, Plaintiff advised Winfrey that she was able to secure financing and wanted payoff amounts on the loans. On March 19, 2025, Plaintiff once again asked for payoff amounts. On March 19, 2025, Plaintiff asked for payoffs a second time and asked for wire instructions to the Bank. On March 19 and 20, 2025, Joseph Angotti of Grouse Ridge Capital ("Grouse Ridge") had several communications with Winfrey to send the payoff on the foreclosure amounts.

10. Plaintiff was only given 11 days notice of the non judicial foreclosure. Grouse Ridge was advised that it would be required to deposit $900,000 into a non refundable

escrow account. The investor asked for clarification on these criteria, but Winfrey and the Bank refused to clarify any details. Plaintiff also attempted to pay cash to resolve the foreclosure, but Winfrey and Bank failed and refused to respond to inquiries in a timely fashion. Winfrey and Bank did not give proper attempts to cure to Plaintiff and even refused to provide rights to reinstatement. Bank also refused reasonable re-payment and/or workout plans proposed by the Plaintiff.

11. Ultimately, Bank proceeded with the non judicial foreclosures of all real property owned by Plaintiff and her related company and Plaintiff suffered substantial damages as a result.

<u>Count I - Equal Credit Opportunity Act</u>

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

12. Plaintiff brings this action pursuant to 15 U.S.C.A. § 1691. The Bank unlawfully discriminated against Plaintiff by forcing the non judicial foreclosure in an expedited fashion, upon Plaintiff based upon her sex (female) and religion (non Christian).

13. The actions taken against Plaintiff were disparate treatment based upon her sex and religion and other male and Christian borrowers have been treated in a more favorable fashion.

14. Plaintiff's sex and/or religion were a motivating factor in the actions of the bank taken against her.

15. As a direct and proximate result of the actions of Bank, Plaintiff seeks compensatory damages, punitive damages, court costs and attorneys' fees.

WHEREFORE, Plaintiff demands judgment against Bank for compensatory damages, interest, court costs, attorneys' fees, punitive damages not to exceed $10,000 any and all necessary equitable and/or declaratory relief, and for any and all other and further relief this Court deems just and proper under the circumstances.

Count II-Fair Housing Act Violations

Plaintiff reavers and realleges paragraphs 1 through 12 as if fully set forth herein and further alleges:

16. Plaintiff brings this action pursuant to 42 U.S.C.A. § 3605 for violation of the Fair Housing Act.

17. Plaintiff contends that the Bank discriminated against her in residential real estate related transactions based upon her sex (female) and religion (non Christian).

18. Plaintiff contends that other male and non Christian residential property owners have been treated in a more favorable fashion by the Bank than Plaintiff.

19. Plaintiff's sex and/or religion were a motivating factor in the actions of the bank taken against her

20. As a direct and proximate result of the actions of Bank, Plaintiff seeks compensatory damages, emotional distress, punitive damages, court costs and attorneys' fees. Plaintiff also seeks all out of pocket expenses incurred in her having to find alternative housing as well as lost housing opportunity. Plaintiff seeks equitable relief to enjoin further

discriminatory practices of the Bank.

WHEREFORE, Plaintiff demands judgment against Bank for compensatory damages, interest, punitive damages, court costs, attorneys' fees, out of pocket expenses, relocation costs, any and all necessary equitable and/or declaratory relief, and for any and all other and further relief this Court deems just and proper under the circumstances.

Demand for Jury Trial

Plaintiff demands trial by jury on all issues so triable.

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