

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

KIARA YOUNG, an individual,

Plaintiff,

Case No. 2:23-cv-11936

v.

Hon.

PNC BANK, NATIONAL ASSOCIATION,

Defendant.

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AKEEL & VALENTINE, PLC

Shereef H. Akeel (P54345)

Hasan Kaakarli (P81099)

Daniel W. Cermak (84460)

Attorneys for Plaintiff

888 W. Big Beaver, Ste. 350

Troy, MI 48084

(248) 269-9595

[shereef@akeelvalentine.com](mailto:shereef@akeelvalentine.com)

[hasan@akeelvalentine.com](mailto:hasan@akeelvalentine.com)

[daniel@akeelvalentine.com](mailto:daniel@akeelvalentine.com)

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**COMPLAINT AND JURY DEMAND**

**NOW COMES** Plaintiff, Kiara Young (hereinafter referred to as “Young” or “Plaintiff”), by and through her undersigned counsel, AKEEL & VALENTINE, PLC, and for her complaint against Defendant, PNC BANK, NATIONAL ASSOCIATION, (hereinafter referred to as “PNC Bank” or “Defendant”), and states as follows:

**JURISDICTION & VENUE**

1. This is an action by Plaintiff Kiara Young against PNC Bank for race discrimination in the making of contracts and in public accommodations.

2. This Court has federal question jurisdiction, pursuant to 28 U.S.C. §1331, as Count I, alleging violations of 42 U.S.C. §1981, arises under the laws of the United States.

3. This Court has diversity jurisdiction, pursuant to 28 U.S.C. §1332, as this is a matter between citizens of different states and the amount in controversy exceeds \$75,000.

4. Plaintiff is domiciled in Troy, Michigan.

5. Defendant PNC Bank is a corporation headquartered in Pittsburgh, Pennsylvania and incorporated under the laws of the Commonwealth of Pennsylvania.

6. Venue is proper before this Court pursuant to 28 U.S.C. §1391(b)(2) as a substantial part of the events giving rise to the claims occurred in the Eastern District of Michigan.

**FACTUAL ALLEGATIONS**

7. Plaintiff Kiara Young is a 31-year-old Black woman.

8. On or around May 24, 2023, Ms. Young went to a PNC Bank branch in Commerce Charter Twp, Michigan (1620 Union Lake Rd, Commerce Charter Twp,

MI 48382) (hereinafter referred to as “Commerce PNC”) to deposit a PNC Bank check for \$10,500 from a car dealership.

9. The car dealership had advised her to cash the check with a PNC Bank.

10. The check also had “PNC Bank, N.A.” printed on it.

11. Still, Ms. Young went to a nearby Huntington Bank – where she does have an account – to cash the check.

12. Huntington Bank also advised Ms. Young that if she wanted the cash today – which she did – that she should cash it at a PNC Bank because the check was from PNC Bank.

13. Ms. Young arrived at the Commerce PNC at around 5 pm on May 24, 2023.

14. After waiting to be helped, a bank employee (“Employee #1”) called Ms. Young over; Ms. Young explained that she wanted to cash the check for \$10,500.

15. Ms. Young handed Employee #1 her check from the car dealership.

16. There were three other employees behind Employee #1; all employees examined the check.

17. Before proceeding with the transaction, Employee #1 asked Ms. Young if she would be okay with a 2% processing fee to which Ms. Young agreed.

18. Immediately, and without any investigation, the bank manager, (“Employee #2”), a white individual, told Ms. Young they could not perform the transaction.

19. Employee #2 had an unprofessional tone, was rude, and gave Ms. Young an unfriendly look.

20. The only investigation Employee #2 engaged in was determining Ms. Young’s skin color and seeing the amount of the check to be cashed.

21. Defendant’s failure to investigate the check before denying Ms. Young the service constituted a deviation from Defendant’s own policies or practices.

22. Defendant’s policies when cashing a check its employees find suspicious include a simple investigation into the authenticity of the check before the denial of service.

23. This standard investigation may include reaching out directly to the issuer of the check (the car dealership – which actually banks at Commerce PNC), the bank listed on the check (PNC Bank), or one of PNC Bank’s own customer representative who could conduct further investigation or discussion with the customer.

24. Indeed, a bank cashing a check has the burden of authenticating the check. *People for Use & Benefit of Michigan State Emp. Ret. Sys. V. Traverse City State Bank*, 9 Mich. App. 639, 158 N.W.2d 65 (1968).

25. Defendant failed to authenticate the check before denying Ms. Young the service.

26. Defendant's employees also did not attempt to determine whether they had enough money in the bank to complete the transaction.

27. Ms. Young then asked Employee #2 why she could not perform the transaction.

28. Employee #2 did not provide any reason for this denial, nor make any attempt to determine the deposits on hand including for their own customer – the dealership, but kept repeating to Ms. Young that they just couldn't perform the transaction.

29. Defendant's employees simply told Ms. Young to take the check back to her bank and cash it there.

30. Ms. Young was in shock, upset, and embarrassed by the 'service' she received.

31. Employee #2's unwillingness to cash the check was unreasonable and unfounded. The check had no indicia of fraudulent activity, Ms. Young provided proper identification, and there was no indication the bank had insufficient funds to complete the transaction.

32. Despite their suspicions, the bank employees did not bother to call the dealership to verify the legitimacy of the check.

33. The employees returned the check to Ms. Young after refusing to cash it.

34. Rather than merely conveying suspicion about the check, Commerce PNC's employees acted as though Ms. Young was trying to cash a fraudulent check, even after Ms. Young explained the check's source.

35. Ms. Young left Commerce PNC within minutes of entering.

36. The next day, Ms. Young went to another PNC Bank location in Troy, Michigan (725 E Big Beaver Road, Troy, MI 48084) (hereinafter referred to as "Troy PNC").

37. Like the previous day, Ms. Young arrived at the Troy PNC in the late afternoon, around 4 pm.

38. The Troy PNC employee was kind and was able to cash Ms. Young's check with the aforementioned 2% processing fee without issue.

39. Ms. Young has never been to Commerce PNC before and never returned.

40. Upon information and belief, Defendant has allowed similarly situated persons who are not Black to cash checks, either with or without a 2% processing fee.

41. The facts alleged above demonstrate hostile actions by Commerce PNC and indicate Defendant's discriminatory intent.

**COUNT I**

***Race Discrimination in the Making of a Contract in Violation of 42 U.S.C § 1981***

42. Plaintiff repeats and realleges the foregoing paragraphs as though set forth in full herein.

43. Plaintiff is a member of a protected class based on her race.

44. Plaintiff, as a Black person, belongs to an identifiable class of persons who are subject to discrimination based on their race.

45. Defendant PNC Bank, and its subsidiaries, is a place of public accommodation that provides banking services to all members of the public.

46. Plaintiff made herself available to receive Defendant's banking services, including cashing a check, in the manner in which the services are ordinarily provided.

47. Plaintiff did not enjoy the privileges and benefits of the contracted for experience because she was deprived of Defendant's banking services while similarly situated persons outside the protected class were not deprived of those services.

48. Plaintiff did not enjoy the privileges and benefits of the contracted for experience because she received services in a markedly hostile manner and in a manner which a reasonable person would find objectively unreasonable.

49. Defendant's decisions to treat Plaintiff less favorably than other individuals and to refuse to allow Plaintiff to cash a check were made based on Plaintiff's race.

50. Defendant acted knowingly and intentionally in discrimination against Plaintiff based on her race.

51. Defendant's actions resulted in discrimination against Plaintiff in the terms, conditions, and privileges of a financial institution because of race.

52. Defendant's actions, as described above, were in deliberate disregard of and with reckless indifference to the rights and sensibilities of Plaintiff.

53. Defendant's discriminatory actions abridged Plaintiff's right to make and enforce contracts.

54. Defendant's actions in refusing to allow Plaintiff to cash a check were profoundly contrary to Defendant's manifest financial interests, such that they constitute "marked hostility."

55. Defendant's actions in refusing to allow Plaintiff to cash a check were so far outside of widely-accepted business norms such that they constitute "marked hostility".

56. Defendant's actions in refusing to allow Plaintiff to cash a check were so arbitrary on their face, such that they constitute "marked hostility".

57. As a direct and proximate result of Defendant's wrongful acts, Plaintiff sustained injuries and damages including, but not limited to, outrage and humiliation, mental anguish, anxiety, physical and emotional distress, and the loss of the ordinary pleasures of everyday life.

## COUNT II

### ***Race Discrimination in violation of Michigan's Elliot-Larsen Civil Rights Act***

58. Plaintiff repeats and realleges the foregoing paragraphs as though set forth in full herein.

59. Defendant PNC Bank is a financial institution, and provides a public service, and is a place of public accommodation as defined by Michigan's Elliot-Larsen Civil Rights Act ("ELCRA"), MCL § 37.2301, *et seq.*

60. Plaintiff was denied the full and equal enjoyment of Defendant's goods, services, facilities, privileges, advantages, and/or accommodations because of her race.

61. Plaintiff's race was the motivating factor in Defendant's decision to treat her less favorably than other individuals and refusal to allow her to cash a check.

62. Defendant's actions resulted in discrimination against Plaintiff in the full utilization of or benefit of a financial institution or the services and activities provided by the financial institution because of race.

63. Defendant's actions also resulted in discrimination against Plaintiff in the terms, conditions, and privileges of a financial institution because of race.

64. Defendant's actions further resulted in denying Plaintiff the full and equal enjoyment of the services, facilities, privileges, and advantages of public accommodations or public services, because of race.

65. Defendant, by its agents, representatives, and employees, was predisposed to discriminate on the basis of race, and acted in accordance with that predisposition.

66. Defendant's actions as described above were in deliberate disregard of and with reckless indifference to the rights and sensibilities of Plaintiff.

67. As a direct and proximate result of Defendant's wrongful acts, Plaintiff sustained injuries and damages including, but not limited to, outrage and humiliation, mental anguish, anxiety, physical and emotional distress, and loss of ordinary pleasures of everyday life.

### **RELIEF REQUESTED**

Plaintiff demands judgment and legal relief against Defendants as follows:

#### **A. Legal Relief**

1. Compensatory damages in whatever amount Plaintiff is found to be entitled;
2. Punitive damages in whatever amount Plaintiff is found to be entitled;
3. Liquidated damages in whatever amount Plaintiff is found to be entitled; and

4. An award of interest, costs, reasonable attorney fees, and expert witness fees.

**B. Declaratory and Equitable Relief**

1. An injunction from this Court prohibiting any further acts of discrimination, intimidation, or retaliation;
2. An award of interest, costs, and reasonable attorney fees; and
3. Whatever other declaratory and/or equitable relief appears appropriate at the time of final judgment.

**JURY DEMAND**

**NOW COMES** Plaintiff, Kiara Young, by her attorneys, Akeel & Valentine, PLC, and hereby demands a trial by jury of all the issues in this cause.

Respectfully submitted,

AKEEL & VALENTINE, PLC

/s/ Shereef H. Akeel

By: Shereef H. Akeel (P54345)  
Hasan Kaakarli (P81099)  
Daniel W. Cermak (P84460)  
Attorneys for Plaintiff  
888 W. Big Beaver Rd., Ste. 350  
Troy, MI 48084  
(248) 269-9595  
shereef@akeelvalentine.com  
hasan@akeelvalentine.com  
daniel@akeelvalentine.com

Dated: August 7, 2023

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.)

I. (a) PLAINTIFFS

Kiara Young

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Akeel & Valentine, PLC 888 West Big Beaver Road, Suite 350, Troy, MI 48084 248-269-9595

DEFENDANTS

PNC Bank, National Association

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, PTF DEF, 1 1, 2 2, 3 3, 4 4, 5 5, 6 6

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, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 310 Airplane, 365 Personal Injury, etc.

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, 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 § 1981

Brief description of cause: Discrimination while banking toward an African American

VII. REQUESTED IN COMPLAINT:

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

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE 8/7/2023 SIGNATURE OF ATTORNEY OF RECORD /s/ Shereef H. Akeel

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE