

FILED

APR - 8 2013

AT 3:50 O'CLOCK P.M.
BY CINDY ROBERTS, Court Clerk
DEPUTY
BOOK _____ Page _____

**IN THE DISTRICT COURT OF GARVIN COUNTY
STATE OF OKLAHOMA**

MARY ANN TEMPLE-LEE,)
)
Plaintiff,)
)
vs.)
)
FIRST UNITED BANK and)
LOREN CRONIN, Individually,)
)
Defendants.)

Case No. CJ-2013- 54

PETITION

Comes now Mary Ann Temple-Lee, by and through her attorney of record, and for her
Petition against the above named defendants, hereby alleges as follows:

1. Plaintiff is a resident of Garvin County, State of Oklahoma.
2. Defendant First United Bank (hereinafter "FUB") is an Oklahoma Banking Corporation who has a place of business in Pauls Valley, Garvin County, State of Oklahoma.
3. Defendant Loren Cronin (hereinafter "Cronin") is a resident of Garvin County, State of Oklahoma, and was previously the President of the FUB Pauls Valley branch.
4. Accordingly, this Court has jurisdiction and venue.

FACTS

5. Plaintiff opened bank accounts at FUB in Pauls Valley, Oklahoma.
6. For a time, Plaintiff and Cronin were involved in a romantic relationship.
7. During the time Plaintiff and Cronin were involved in a romantic relationship, Cronin, then the President of the FUB Pauls Valley branch, transacted business from Plaintiff's bank accounts without Plaintiff's knowledge, permission, or consent.

8. Said transactions include Cronin making investment decisions with the financial company used by FUB, LPL Financial, with Plaintiff's money but without Plaintiff's knowledge, permission or consent.
9. During the time Plaintiff and Cronin were involved in a romantic relationship, Cronin took funds from Plaintiff's bank account without her knowledge, permission or consent.
10. During the time Plaintiff and Cronin were involved in a romantic relationship, Cronin failed and refused to make insurance proceeds received by Plaintiff, which were taken to FUB Pauls Valley branch, available for the necessary repairs to a house in which Plaintiff had an interest.
11. During the time Plaintiff and Cronin were involved in a romantic relationship, Cronin intercepted and/or redirected Plaintiff's banking statements to come to him, instead of Plaintiff, so that Cronin could hide his misappropriation of monies and misspending of monies from Plaintiff's accounts while he was President of FUB Pauls Valley branch.
12. During the time Plaintiff and Cronin were involved in a romantic relationship, Cronin used his confidential relationship and his position as President of FUB Pauls Valley to convince Plaintiff to cash in OG&E stock and then used that money for other investment opportunities without Plaintiff's knowledge or
13. Further, Cronin committed a fraud upon Plaintiff by claiming to buy her gifts when, in fact, he was spending Plaintiff's money and using Plaintiff's credit card and has not repaid the same.
14. Cronin terminated his and Plaintiff's romantic relationship by posting on Facebook

that he was “single.”

15. Since Plaintiff and Cronin’s romantic relationship ended, FUB, by and through David Keith, its current President of the Pauls Valley branch, has wrongfully withheld additional insurance monies from Plaintiff by failing to deposit \$31,000.00 in an account whereby Plaintiff can access the funds to pay for repairs to real property.
16. FUB told Plaintiff that since she had hired an attorney it would hold the second check for insurance proceeds, approximately \$31,000.00, and would contact Plaintiff on how she can access the monies. That was months ago, and still those monies have not been made available.
17. The property for which the insurance proceeds were paid continues to deteriorate and Plaintiff is in desperate need of those funds to initiate repairs and halt the damage.
18. Plaintiff met, in person, with the management of FUB in an attempt to get relief and to have her funds reinstated and/or repaid, but FUB has failed and refused to take any action on Plaintiff’s demand. Therefore, this lawsuit must be filed.

**FIRST CAUSE OF ACTION
Breach of Contract against FUB**

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

19. When Plaintiff opened her accounts at FUB, Plaintiff entered into an account agreement with FUB, thereby creating a contractual relationship of a bank and its depositor.
20. The account agreement prohibited FUB from disbursing funds from Plaintiff’s accounts except upon authorized signature.

21. Cronin, in his position as President of the FUB Pauls Valley branch, disbursed funds from Plaintiff's accounts without Plaintiff's signature, knowledge, permission or consent.
22. FUB's breach of agreement has caused Plaintiff damages.

SECOND CAUSE OF ACTION
Negligence

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

23. FUB owes a duty to its customers to exercise ordinary care and to deal fairly and in good faith and act in a commercially reasonable manner with its customers including Plaintiff.
24. FUB further owes a duty to keep customers informed of what is transpiring in their bank accounts.
25. FUB further owes a duty to release funds to account holders so that the monies can be used.
26. FUB breached its duties to Plaintiff.
27. FUB is liable for the acts and omissions of its then President of the Pauls Valley Branch, Loren Cronin, by virtue of the doctrine of *respondeat superior*.
28. Plaintiff has suffered injury proximately resulting therefrom.
29. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

THIRD CAUSE OF ACTION
Conversion

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

30. Plaintiff is the owner of the monies in her accounts at FUB.
31. FUB took into its custody, possession, and control certain insurance funds belonging to Plaintiff intended to be used for the purpose of property repair.
32. Cronin, as President of FUB Pauls Valley Branch, intentionally took possession of and/or prevented Plaintiff from having access to her monies by spending Plaintiff's monies without her knowledge, permission or consent.
33. FUB also failed and/or refused to release Plaintiff's insurance funds previously, and now is once again engaging in the same wrongful behavior with regard to the \$31,000.00 being held wrongfully by FUB.
34. As a result of FUB's failure and/or refusal to release the insurance funds, Plaintiff's has suffered harm through increased property damage and diminution in value of her real property.
35. Furthermore, Plaintiff did not consent to Cronin spending her monies without her knowledge and permission.
36. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

FOURTH CAUSE OF ACTION
Fraud

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

37. During the time of the romantic relationship, Cronin claimed to buy Plaintiff gifts when, in fact, he was incurring obligations and debts on Plaintiff's credit cards and/or spending money from Plaintiff's bank accounts without her permission.
38. Cronin's claim that the items were gifts was a misrepresentation and concealment of the material fact that Cronin was using Plaintiff's money and/or incurring obligations and debts to Plaintiff.
39. Plaintiff lost funds and incurred obligations and debts as a result of Cronin's actions.
40. At all times relevant herein, Cronin was acting in his capacity as President of FUB Pauls Valley Branch, and therefore FUB is liable for Cronin's acts and omissions.
41. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

FIFTH CAUSE OF ACTION
Embezzlement

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

42. Plaintiff was the owner of the monies in her accounts at FUB.
43. Cronin, as President of FUB Pauls Valley branch took and/or used Plaintiff's monies without Plaintiff's authorization, knowledge, permission or consent.

44. Plaintiff was harmed as a result of the conduct of Cronin, in his capacity as President of FUB Pauls Valley Branch.
45. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

**SIXTH CAUSE OF ACTION
Negligence Per Se**

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

46. Cronin had a duty pursuant to OKLA. STAT. tit. 6, § 1410 which states:

It shall be a criminal offense for any officer, director, shareholder or employee of any bank or trust company to directly or indirectly embezzle, abstract, or misapply, or cause to be embezzled, abstracted or misapplied, any of the funds or securities or other property of or under the control of the bank or trust company with intent to deceive, injure, cheat, wrong, or defraud any bank, trust company or person.

47. Cronin breached his duty to Plaintiff by embezzling, abstracting, and/or misapplying Plaintiff's monies.
48. Cronin intended to and did deceive, injure, cheat, wrong and defraud Plaintiff.
49. Cronin's actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

**SEVENTH CAUSE OF ACTION
Breach of Contract against Cronin**

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

50. Plaintiff had an agreement with Cronin whereby Cronin would make payments on Plaintiff's truck loan in exchange for a used pickup truck.
51. Plaintiff fully performed her portion of the agreement.
52. Cronin has failed and/or refused to make payments on Plaintiff's truck loan thereby breaching his contract with Plaintiff.
53. As a result of Cronin's breach, Plaintiff has suffered damages.

**EIGHTH CAUSE OF ACTION
Breach of Fiduciary Duty**

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further states:

54. A special relationship between Plaintiff and FUB and Cronin existed by virtue of Cronin claiming to act as Plaintiff's financial advisor and by his handling of Plaintiff's accounts.
55. FUB and Cronin breached the fiduciary duty owed to Plaintiff.
56. Plaintiff has been proximately harmed by said breach of fiduciary duty.
57. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

**NINTH CAUSE OF ACTION
Bad Faith**

Plaintiff adopts and restates all previous paragraphs as if fully set forth herein and further

states:

58. FUB and Cronin owed a duty of good faith and fair dealing to Plaintiff.
59. FUB and Cronin breached that duty of good faith and fair dealing in their dealings with Plaintiff.
60. Plaintiff has been proximately harmed by said breach of the duty of good faith and fair dealing.
61. Defendants' actions and inactions were in reckless disregard of the rights of Plaintiff and/or intentionally and with malice towards Plaintiff; therefore, Plaintiff is entitled to recover punitive damages over and above any actual damages awarded in this action.

Wherefore, Plaintiff demands judgment against Defendants for actual damages in excess of \$75,000.00 and punitive damages in excess of \$75,000.00, together with interests and all costs of the action, including reasonable attorneys fees and costs.

Respectfully submitted by:



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RIGHT TO JURY TRIAL PRESERVED