

U.S. DISTRICT COURT  
DISTRICT OF VERMONT  
FILED

UNITED STATES DISTRICT COURT  
DISTRICT OF VERMONT

2014 NOV -5 PM 2: 14

Docket no.

CLERK

BY [Signature]  
DEPUTY CLERK

DANIEL BUSHEY,  
Plaintiff,

v.

RBC CAPITAL MARKETS, LLC,  
and AARON SCOTT  
Defendants.

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2:14-cv-237

JURY TRIAL REQUESTED

**COMPLAINT FOR DAMAGES ARISING UNDER  
VERMONT WORPLACE ANTI-DISCRIMINATION STATUTES**

PLAINTIFF Daniel Bushey, by and through his attorneys Bauer Gravel Farnham, 401 Water Tower Circle, Suite 101, Colchester VT 05446, states the following facts in support of his complaint against the above named Defendants:

**Parties, Jurisdiction and Venue**

- 1) Plaintiff Daniel Bushey ("BUSHEY") is a resident of the Town of Manchester, County of Bennington and the State of Vermont.
- 2) Defendant RBC Capital Markets, LLC ("RBC") is a foreign limited liability company with its principal place of business located at Three World Financial Center, 200 Vesey Street, 5th Floor, New York, NY, 10281. At all times relevant to the pending action, RBC has maintained a Branch Office located in the Town of Manchester, County of Bennington and State of Vermont ("RBC Vermont Office").
- 3) Defendant Aaron Scott, the second Defendant, is employed by RBC as a Senior Managing Director. At all times relevant to this action, his principal place of business was located at 20 Church Street, 23<sup>rd</sup> Floor, Hartford, Connecticut.
- 4) This Court has original jurisdiction over the action pursuant to 28 U.S.C. section 1332(a) because complete diversity of citizenship exists between the plaintiff and the defendants and the amount in controversy exceeds the sum of \$75,000 exclusive of interest and

costs. Furthermore, the violations of 21 V.S.A. section 232, 495b (b), and 701 (collectively “the Vermont Workplace Anti-Discrimination Statutes”) involve purposeful and repeated actions deliberately undertaken by each Defendant in Vermont at their Manchester, VT Branch Office (“RBC Vermont Office”). Cf. Murray v. St. Michael’s College, 164 Vt. 205 (1995). Furthermore, this Court has jurisdiction over the subject matter of the action pursuant to 28 U.S.C. section 1331 (federal question likely to involve effort by Plaintiff to stay arbitration of his state statutory remedies related to his employment discrimination claims; cf. Simmons v. Morgan Stanley Smith Barney, LLC., 872 F. Supp. 2d 1002, 1011 – 1013 (D.C. S.D. Ca. 2012) pursuant to Federal Arbitration Act (9 U.S.C.S. section 1 et seq) on grounds that “arbitration provisions do not state that Plaintiff waived his right to a jury trial on a claim of statutory discrimination”; id. at 1013 ).

#### **Background for the Complaint**

5) BUSHEY hereby incorporates by reference all of the preceding paragraphs.

6) Prior to working for RCB, BUSHEY was employed with A. G. Edward Company. During the twelve month period prior to his employment with RBC BUSHEY’S total assets under management at A. G. Edwards Company were about \$50 Million and his total fees and commissions realized as a registered stock broker on behalf of that Company were \$590,462.

7) During the five year period prior to BUSHEY’S employment with RBC (that is, during calendar years 2002 - 2007) his average total assets under management at A.G. Edwards were also about \$50 Million and his average total fees and commissions realized as a registered stock broker on behalf of that company always exceeded \$450,000 per year.

8) During the period 2002 - 2007 BUSHEY received first-rate employee evaluations from A.G. Edwards. During those years BUSHEY served as Branch Manager and was a member of the President's Council in addition to his work as a stock broker on behalf of his clients. As Branch Manager BUSHEY had responsibility for an office of nine brokers and staff and was considered by A.G. Edwards to be an excellent branch manager.

9) BUSHEY’S first day of work at the RBC Vermont office occurred on or about July 23, 2008. Later that year, RBC made the decision to relocate that office to a second location in Manchester Center, VT. In its offer of employment, RBC requested BUSHEY to

serve as Branch Manager of both the Manchester Center office and a second office, then located in Williamstown, MA.

10) In the effort to relocate its office in Manchester Vermont, RBC undertook to negotiate a new lease for the space from CB Richard Ellis, owner of the property, and to renovate that space for use by RBC employees. The address for the new office was 3641 Main Street, Manchester Village, VT ("New Office Space").

11) RBC's efforts to renovate and set up and operate its New Office Space in Vermont imposed upon it a duty to provide a safe workplace for its employees. That duty arose at common law and is enforceable in Vermont by an employee against his employer pursuant to the provisions of title 21 V.S.A. section 201. That duty required among other things RBC to provide its employees including BUSHEY with "safe and healthful working conditions at their workplace [so that] insofar as practicable no employee shall suffer diminished health, functional capacity or life expectancy as a result of his or her work experience" (*id.* section 201(a)).

12) The duty to provide a safe workplace is nondelegable by the employer. Accordingly, RBC may be held liable for the acts of its agents and employees and its independent contractors for any breach of this duty which causes injuries to its employees. *Cf. Knisley v. Central Vermont Hospital, et. al.*, 171 Vt. 644, 645 - 46, 769 A. 2d 5, 6 - 7 (2001).

13) The renovations of the New Office Space took place during the late fall and early winter of 2008 - 2009. The renovations included new interior space layout but did not include either new exterior windows or as a new HVAC System. BUSHEY and his co-workers moved into the new office on or about March 23, 2009.

14) On or about March 31, 2009 BUSHEY contacted RBC's Project Manager Kurt P. Ostrander by email to report that "we have a beauty salon in the building and it doesn't appear [that] they have very good ventilation [and that] the smell in the office of perm is so strong that some of the brokers are feeling sick". Ostrander responded by email to state: "I have forwarded your note to RH [SMITH who was RBC's Senior Project Manager] to contact the landlord or contractor today and resolve this quickly."

15) On or about May 18, 2009 BUSHEY sent a further email to Ostrander to advise: "I know that someone was checking on ventilation from the beauty salon but I am starting to hear complaints (myself included) that people are starting to get regular headaches to go along

with feeling lousy when in the office. Part of the problem I am sure is from our window situation ... none of them open. I think we need to get someone in to check the air quality".

16) BUSHEY recalls that on numerous occasions between March 31, 2009 and May 18, 2009 he had advised DEFENDANT SCOTT and other RBC employees of the lack of adequate ventilation within the new office and had asked them to take steps to remediate the problem. These communications were by telephone call and by email.

17) BUSHEY further recalls, however, that none of the RBC staff employees whom he contacted took steps to inspect the new office themselves or to engage indoor air quality environmental consultants to perform an on site inspection. Following his May 18, 2009 email BUSHEY sent a follow-up email to R.H. Smith on May 21, 2009 and requested again to have the air tested. Smith responded that day by email to state: " We are all over this and will have a response this morning ASAP". This email was sent to DEFENDANT SCOTT and Ostrander and other RBC staff employees.

18) Finally, on May 22, 2009 a contractor acting on behalf of RBC performed an "Indoor Environmental Quality Survey and recommended in part that RBC should: "Develop a plan or engineering design to provide adequate ventilation air to the offices. Care must be taken to provide proper air balance to minimize introduction of contaminants from adjacent building areas".

19) On May 21, 2009 BUSHEY made the decision to close the New Office Space and to allow his staff to work from the RBC Williamstown office or from home until "we figure this out". BUSHEY also reported by email to SCOTT: " Everyone is walking around looking like Zombies even with the front door open. My head hasn't felt clear for a week".

20) On May 26, 2009 Smith advised BUSHEY, Ostranger and other RBC staff employees that "the landlord was installing an exhaust fan in the beauty salon over the weekend [and that we] had been asking for this for over a month". In addition, Smith advised that he was installing fans in some of the new windows which had been installed as a "temporary solution" and that the "general contractor who built out the space is having a permanent solution designed for additional ventilation". On May 29, 2009 Smith advised that Willis Scott of CB Richard Ellis would be "spearheading what is causing this issue [and] will be communicating next steps ASAP".

21) On June 6, 2009 Paul Geonnotti, new Managing Director for CB Richard Ellis, advised by email that Wylie Construction had "completed the redesign of the mechanical system in the RBC office space and it was fully operational as of Thursday".

22) During a telephone conference call which occurred on June 25, 2009 BUSHEY was informed that the HVAC system had been incorrectly installed such that the air from the beauty salon was being pumped into the new office space instead of being directly vented to the outside. Some 10 - 12 people including DEFENDANT SCOTT participated in the call.

23) From May 18, 2009 until June 6, 2009 RBC closed the New Office Space on three separate occasions. During this time various temporary repairs were attempted, and the office staff continued to report various illness problems which principally involved upper respiratory complaints and headaches as well as lethargy and bloody noses. These problems affected all staff members at varying times including all seven stockbrokers and support staff.

24) During this time BUSHEY and other RBC employees encouraged the RBC Vermont Office stockbrokers to work elsewhere, whether from their homes or from the Williamstown MA office. These problems further affected the work efficiency and productivity of the RBC Vermont office. During this time, however, BUSHEY successfully continued to manage his client's brokerage accounts (e.g., his level of performance during the fourth quarter (2008) and through the fourth quarter (2009) exceeded that of his co-workers in the RBC Vermont office and was within the top 20% of the entire RBC US workforce).

25) From June 6, 2009 until about September 1, 2009 the health complaints stated by employees of the RBC Vermont office continued but gradually diminished in frequency and extent of symptoms over that time. However, during this time BUSHEY continued to feel ill and sought medical attention at Dartmouth Hitchcock Medical Center.

26) On August 12, 2009 BUSHEY was examined by Robert K. McLellan, M.D., for complaints of "Nasal and eye burning and neurocognitive complaints" and was diagnosed with "probable idiopathic environmental intolerance". During the examination, BUSHEY stated that "his symptoms at that time were primarily associated with this particular building and were relieved [when] outside of the building". During that meeting BUSHEY was advised that his symptoms were likely to continue for an indeterminate period and that he should attempt to minimize the length of time he had to spend in the building where his environmental exposure

had occurred.

27) BUSHEY'S ongoing symptoms persisted after his consultation with Dr. McLellan. Among other things, BUSHEY recognized that his symptoms worsened over the course of a normal workday if he spent the entire day within the new office. BUSHEY was aware of at least four other co-workers who had similar complaints and tried to assist them by encouraging them to work elsewhere. However, as Branch Manager BUSHEY recognized that his symptoms and his need to remain out of the office until his symptoms cleared up were making it very difficult for him to manage the office or to service the brokerage needs of his clients.

28) On or about July 6, 2009 BUSHEY spoke by telephone with DEFENDANT SCOTT, to advise him that his work-place symptoms had not yet cleared up and that the symptoms he was continuing to experience made it difficult for him to remain in the office on a full-time basis. In the call BUSHEY asked SCOTT whether he should resign as Branch Manager or should relocate to the Williamstown office.

29) DEFENDANT SCOTT responded by shouting at him and accusing him of "not sticking it out" and of displaying bad leadership to his co-workers who had similar symptoms. Following this conversation, BUSHEY became aware that SCOTT and others at RBC had decided that he was no longer a "company man" and that they, particularly DEFENDANT SCOTT, sought to make it impossible for him to remain as an employee of RBC.

30) Following the shouting match with DEFENDANT SCOTT, BUSHEY left the office that night and found that his symptoms had worsened. BUSHEY was then confined to bed due to illness for the next three days. When his symptoms abated, BUSHEY returned to work at the RBC Vermont Office but noticed that his symptoms continued to reoccur and seemed to be related to the length of time he spent each day in the office.

31) During the latter part of July, 2009 DEFENDANT SCOTT telephoned BUSHEY to advise that RBC would accept his resignation as Branch Manager and allow him to work from his home for the time being. However, SCOTT also stated that RBC would not allow BUSHEY to relocate to another RBC office including but not limited to the Williamstown, MA office, on either a temporary or permanent basis while BUSHEY attempted to resolve his health complaints. BUSHEY'S request for relocation would have been a reasonable accommodation which would have allowed him the opportunity to resolve his health

complaints while working in a new location in order to avoid the environmental contamination then present in the RBC Vermont Office.

32) The refusal of reasonable accommodation by DEFENDANT SCOTT adversely affected BUSHEY'S attempt to service the needs of his brokerage clients since it prevented him from relocating to an office where he would have staff support in addition to appropriate professional space for client meetings. That refusal was unreasonable and discriminatory and undertaken with the motive to limit BUSHEY'S capacity to perform the usual tasks of his occupation which included the need to make timely contact with his clients and to make trades of stock and other securities on their behalf.

33) During July - November 2009 BUSHEY worked on a partnership agreement with Chuck Irose ("IROSE") who was then employed as a stock broker by the RBC Williamstown Office. The agreement would have included the merger of each broker's total assets (then valued at about \$115 million) and a 55/45 split in the fees and commissions subsequently realized by the two brokers.

34) During this time, while BUSHEY and IROSE took steps to negotiate and finalize their merger, BUSHEY contacted his Regional Manager, Bill Branson ("BRANSON"), to discuss the possible merger, which would have provided BUSHEY with a 55% interest in the fees and commissions subsequently realized. During this communication, BUSHEY was advised by BRANSON that BUSHEY and IROSE should consider "moving to another company" due to the ongoing work-place difficulties they had continued to experience following the shouting match which BUSHEY had had with SCOTT in early July 2009.

35) During October 2009 RBC terminated BUSHEY'S spouse, Laura Bushey, who had worked for her husband as a part-time staff assistant. Her duties consisted of providing administrative assistance to all brokers in the Vermont office. By terminating Laura, a person whom BUSHEY had paid and was willing to continue to pay out of his own salary, DEFENDANT SCOTT continued his prior strategy of creating an intolerable workplace for BUSHEY in his as yet undisclosed plan to force him to resign from RBC.

36) Prior to her termination, Laura had had symptoms similar to her other co-workers, but had been able to work within the New Office Space on a part-time basis from March 23, 2009 until June 6, 2009 when the defective HVAC system was repaired and thereafter until the date she was terminated. Neither SCOTT nor any other RBC employee

stated to Laura any performance-based reason for her termination. SCOTT's decision to terminate Laura made it very difficult for BUSHEY to manage his temporary home office. In addition, DEFENDANT SCOTT's decision to terminate Laura created additional stress for BUSHEY and his wife and was a factor in causing them to separate and then to divorce in 2011.

37) The decision to terminate Laura Bushey without cause was an adverse employment action against BUSHEY as it compromised his ability to perform his duties while still ill and weakened by his prior environmental exposure. That decision was unreasonable and discriminatory in that it treated him differently than other employees. Furthermore, that decision was retaliatory in that it took place only after he had complained about workplace safety issues and made requests for reasonable workplace accommodations. Such acts took place while BUSHEY attempted to recuperate from his prior environmental exposure and while he was known to be in ill health and disabled by DEFENDANT SCOTT.

38) In December 2009 BUSHEY relocated to a RBC office located in Jacksonville, FL after speaking with Tim Jones ("JONES"), who then worked as complex director for that office. BUSHEY made his decision to relocate to the Jacksonville office due to representations made to him by JONES and also due to his desire to protect his rights to receive his so-called "cumulative back-end bonus" in the amount of \$360,000, an amount which has not been paid and is still owed by RBC to BUSHEY.

39) Upon arrival, however, RBC refused to provide him with office space or staff in the Jacksonville office and forced him to continue to work out of his home and without proper staff support or the use of appropriate professional space for client meetings. BUSHEY subsequently learned that he had been denied proper staff support and professional space because he had been placed on "probation" by RBC for reasons which had not been disclosed to him. BUSHEY learned that he had been placed on probation in March 2010. Prior to that date he had not been notified by RBC of its decision and had not been given a chance to respond as required by RBC's policies and regulations.

40) In addition, during this period, the Jacksonville office refused to provide him with on-site staff support or a direct RBC telephone number for BUSHEY to use and thus made it increasingly difficult for him to maintain ongoing contact with his existing Vermont or New



York clients or to obtain new client referrals from those clients or to attract and obtain new clients who resided within the State of Florida.

41) Notwithstanding, RBC's ongoing failure to provide BUSHEY with a reasonable workplace and appropriate staff support, his overall performance remained within the top 20% of the entire RBC US workforce.

42) On or about November 1, 2010 BUSHEY made the decision to resign from RBC and did so following a conversation with BRANSON who told BUSHEY that "you need a quick exit strategy and a [good] friend as they are after you".

43) BUSHEY had known BRANSON for years and trusted his judgment. BUSHEY understood from this call that he could no longer work for RBC because BRANSON would no longer be able to stop SCOTT from taking affirmative steps intended to force BUSHEY to leave the company.

44) Accordingly, BUSHEY's decision to resign amounted to a constructive involuntary discharge as a result of the actions taken by DEFENDANT SCOTT which were (i) a direct result of BUSHEY's complaints about the health and safety of the Vermont offices, and (ii) requests for reasonable accommodations and discrimination based on SCOTT's perception of BUSHEY's actual or perceived disability.

45) BUSHEY's resignation as Branch Manager of the RBC Vermont Office also forced him to resign as Branch Manager of the RBC Williamstown Office because SCOTT would not allow BUSHEY to manage both offices from the Williamstown Office.

46) In addition, BUSHEY's resignation led SCOTT to refuse to allow BUSHEY to move to the Williamstown Office where BUSHEY sought to relocate in order to continue to act as a registered stock broker on behalf of his clients. Accordingly, BUSHEY has lost, and will continue to lose, the income and benefits which RBC paid and continues to pay to its Branch Managers which compensation would have been about \$90,000 during 2009. But for the workplace injury he received, the failure to provide reasonable accommodations, and subsequent discrimination he suffered, BUSHEY would have continued to receive similar salary and benefits as Branch Manager for the foreseeable future and probably until the date of his retirement which he expected would be when he reached age 65.

47) In December 2009 BUSHEY made the decision to re-locate to Florida in order to work as a broker at the RBC Jacksonville Office. BUSHEY made that decision in part due

to the representations made to him by JONES. BUSHEY's decision also involved his concern that neither SCOTT nor BRANSON had been willing to allow him to relocate his office to the RBC Williamstown Office or to some other New England or New York office where he could obtain a reasonable workplace and appropriate support staff.

48) In November 2010 BUSHEY was forced to finally resign from RBC due to the ongoing actions taken by SCOTT to undermine his ability to do his job and deny him the services provided to all others in BUSHEY's position.

49) BUSHEY was informed that contrary to RBC's existing policies and regulations, he had been placed on probation and that this was the reason why the RBC Jacksonville Office would not provide him with an office and the equipment routinely provided its stockbrokers in order to assist them solicit and sell securities on behalf of RBC. That decision, which was part of ongoing discrimination by SCOTT and RBC, caused BUSHEY to lose about \$15 Million of his Vermont and New York portfolio. In addition, that decision caused BUSHEY to lose his "cumulative back-end bonus", then worth about \$360,000.

50) Following the shouting match with SCOTT in July 2009 and continuing through November 1, 2010, SCOTT took steps to intentionally interfere with and discriminate against BUSHEY's by disrupting his existing contractual relationship with RBC and attempted to create and maintain a hostile workplace environment for BUSHEY which would force him to leave the company.

51) SCOTT's discriminatory actions included his refusal to allow BUSHEY to relocate to the Williamstown Office where he could continue to act as Branch Manager of both offices; his refusal to allow BUSHEY to relocate his offices to the Williamstown Office in order to provide him with proper staff support and the use of appropriate professional space for client meetings; and his efforts to place BUSHEY on probation after he had relocated to Florida and was no longer in a regional office under the supervision of SCOTT. SCOTT undertook these actions in direct violation of RBC's policies and regulations because he failed to provide BUSHEY with notice and the opportunity to review and contest the allegations which SCOTT had made against him.

52) SCOTT's discriminatory actions and efforts to place BUSHEY on probation were based on false accusations made when SCOTT had no privilege to intervene. As a proximate cause thereof, BUSHEY was denied the opportunity to obtain proper staff support or

the use of appropriate professional space for client meetings within the RBC Jacksonville Office. As a further proximate cause thereof, BUSHEY was forced to resign from RBC once he learned from BRANSON and other RBC employees of SCOTT's ongoing discrimination which he undertook with the intent to force BUSHEY to leave the company. As a further proximate cause thereof, BUSHEY was deprived of the income he intended to use to pay the balance on the 2008 PROMISSORY NOTE when it became due. BUSHEY was further deprived of the income he would have received upon payment by RBC of his "cumulative back-end bonus", then worth about \$360,000.

53) SCOTT's discrimination and efforts to create a hostile work environment constituted an effort to force BUSHEY to terminate his employment from RBC under duress. Such acts were contrary to the existing laws of the state of Vermont which then required an employer to provide a safe workplace for its employees and which prohibited the discrimination and discharge of a Vermont employee for illegal retaliatory reasons.

54) These actions were taken against BUSHEY in violation of 21 V.S.A. sections 201(a) and 223(a). SCOTT's actions as set forth herein were at all times material undertaken on behalf of RBC which had prior knowledge of and subsequently ratified SCOTT'S conduct and improper actions which he had directed toward BUSHEY. Accordingly, RBC is directly and vicariously liable for all injury and harm to BUSHEY, as stated in this complaint.

55) At all times relevant to this dispute. DEFENDANTS SCOTT and RBC were "employers" of BUSHEY within the meaning of 21 V.S.A. §§ 203(7), 494d (1) and 601(3).

56) At all times relevant to this dispute BUSHEY was an "employee" of DEFENDANTS SCOTT within the meaning of 21 V.S.A. §§ 203(6), 495d (2) and 601(14).

57) Pursuant to 21 V.S.A. §231 "No person shall ... in any manner discriminate against any employee because such employee has filed any complaint" or exercised any right on behalf of himself or others "of any right afforded by this chapter."

58) Pursuant to 21 V.S.A. § 232 "An employee aggrieved by a violation of section 231 of this title may bring an action in superior court for appropriate relief, including but not limited to ... triple wages, damages, costs, and reasonable attorney's fees." BUSHEY thus seeks compensation from the Defendants for triple his lost wages, damages, costs and reasonable attorney's fees.

59) At all times relevant to this dispute DEFENDANT SCOTT had actual knowledge: (i) that BUSHEY had developed health complaints which arose from and were probably related to his workplace exposure to environmental contamination, and (ii) that BUSHEY had probably suffered a workplace injury entitling him to benefits under Vermont's Workers' Compensation law.

60) At all times relevant to this dispute DEFENDANTS SCOTT and RBC regarded BUSHEY as being an individual having a physical impairment which would substantially limit one or more major life activities.

61) DEFENDANTS SCOTT and RBC acted in violation of 21 V.S.A. § 495 et. seq. by discriminating against BUSHEY of a disability, or perceived disability, which occurred as a result of his workplace exposure and environmental contamination illness by failing to provide him with reasonable accommodations. This included, but was not limited to, relocation to another office facility while the symptoms of his illness persisted and until the New Office Space environment contamination had been fully remediated.

62) DEFENDANTS SCOTT and RBC acted in violation of 21 V.S.A. § 710 by discriminating against BUSHEY because he suffered from injuries which he received at work and for which he could potentially file a claim for worker's compensation benefits. Pursuant to 21 V.S.A. § 710 DEFENDANTS SCOTT and RBC were persons who are liable for this discrimination.

WHEREFORE Plaintiff requests judgment in his favor against each DEFENDANT which awards him compensatory damages in an amount in excess of \$7.5 million including compensation for back pay, triple pay, front pay, and punitive damages, attorneys fees and any other award the court feels is just or as provided by 21 V.S.A. §§ 232, 495b (b), 678 &710.

#### **PUNITIVE DAMAGES**

63) BUSHEY realleges each and every allegation set forth in the paragraphs above and incorporates them herein by this reference.

64) The conduct of SCOTT, then acting on behalf of RBC, as set forth herein, constitutes willful misconduct undertaken in reckless disregard for the health and well-being of BUSHEY which was contrary to the laws of the State of Vermont. BUSHEY therefore requests

an award of punitive damages against SCOTT in an amount a jury deems just. BUSHEY further seeks punitive damages against RBC since it had prior knowledge of and subsequently ratified SCOTT'S conduct and improper actions which he had directed toward BUSHEY, in a separate amount the jury deems just.

**WHEREFORE, Plaintiff requests the Court to:**

- A) Award the Plaintiff a jury trial on all of the issues triable to a jury;
- B) Award the Plaintiff damages against each Defendant for their violation of 21 V.S.A. § 232, 21 V.S.A. § 495 et. seq., 21 V.S.A. §§ 678 & 710, including restitution of lost wages, both past and future, triple wages, economic damages, injunctive relief, or other benefits, costs and reasonable attorney's fees.
- C) Award the Plaintiff punitive damages against each Defendant.
- D) Award the Plaintiff attorneys fees and costs.
- E) Award the Plaintiff any other damages the court deems just.

Dated at Colchester Vermont this 4<sup>th</sup> day of November, 2014.

Bauer Gravel Farnham,  
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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  
DANIEL BUSHEY

DEFENDANTS  
RBC CAPITAL MARKETS, LLC and AARON SCOTT

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

County of Residence of First Listed Defendant NEW YORK COUNTY  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)  
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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)

- |   |                                       |                                       |   |                            |                                       |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input checked="" type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

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 (specify)
- 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 USC 1332(a)

Brief description of cause:  
STATE LAW CLAIM FOR DAMAGES ARISING UNDER 21 VSA section 232, 495b (b) AND 701

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$ 7,500,000.00

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE CHIEF JUDGE CHRISTINA REISS DOCKET NUMBER 5:12 - cv - 00103-cr

DATE November 4, 2014 SIGNATURE OF ATTORNEY OF RECORD Robert E Manchester

FOR OFFICE USE ONLY

RECEIPT # 4682011881 AMOUNT \$400.00 APPLYING IFP \_\_\_\_\_ JUDGE 1012 MAG. JUDGE \_\_\_\_\_

issued summons(2) 2:14-cv-237