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NORTH CAROLINA

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IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

WAKE COUNTY

WAKE COUNTY, C.S.C.

08 CVS

Walter Moreland, Administrator of the Estate  
of Cynthia Bonita Wilkerson Moreland,  
Plaintiff,

v.

McLaurin Parking Company; City of Raleigh;  
Carolina Power & Light Company d/b/a  
Progress Energy Carolinas, Inc.; Quantum  
Support, Inc. and Security Forces, Inc.,  
Defendants.

**COMPLAINT**

(Jury Trial Demanded)

Plaintiff complains of Defendants as follows:

1. Plaintiff is a citizen and resident of Wake County and is the duly appointed Administrator of the Estate of his late wife, Cynthia Moreland.
2. Defendant McLaurin Parking Company (hereinafter "McLaurin") is a North Carolina corporation which does business in Wake County and has its principal office in Wake County.
3. Defendant City of Raleigh is a municipal corporation organized under North Carolina law.
4. Defendant Carolina Power & Light Company is a North Carolina corporation doing business as Progress Energy Carolinas, Inc. (hereinafter "Progress Energy") and has its principal office in Wake County.
5. Defendant Quantum Support is a North Carolina corporation with its principal place of business in Wake County.
6. Defendant Security Forces, Inc. is a North Carolina corporation with a principal place of business in Wake County.
7. Plaintiff brings this action under N.C. Gen. Stat. § 28A-18-2 for the wrongful death of Cynthia Moreland.

8. On August 22, 2006, Cynthia Moreland was 48 years old and in excellent health. She was a happy and loving wife, mother and grandmother, and a successful longtime employee of Carolina Power & Light and Progress Energy.

9. On August 22, 2006, Cynthia Moreland was abducted from the Progress Energy building's parking deck on South Wilmington Street in downtown Raleigh, and raped and murdered by Antonio Chance.

10. This crime was perpetrated against Ms. Moreland due to the defendants' negligent failure to provide adequate security at said parking deck.

11. Since its opening, and at all times pertinent to this complaint, Defendant McLaurin was the operator of the subject parking deck.

12. As operator of the parking deck in an area where criminal activity was reasonably foreseeable, McLaurin had a duty to provide security for parking patrons like Ms. Moreland, who paid McLaurin \$85.00 a month to park in the deck.

13. As operator of the subject parking deck under a contract with the City of Raleigh, McLaurin had a duty to provide security for the patrons of the deck, and patrons, such as Ms. Moreland, were third-party beneficiaries of this contractual duty.

14. The City of Raleigh leases the subject parking deck under a long-term lease with Progress Energy, which built the deck.

15. As the long-term lessee of the parking deck, the City of Raleigh could dictate the level of security to be provided at the deck.

16. Either on its own or through its contract with McLaurin or through joint efforts, the City of Raleigh had a duty to exercise reasonable care and provide security for the deck's patrons.

17. The lease and operation of a fee-based parking deck is a proprietary function, as opposed to a governmental function, and the City of Raleigh does not have immunity from plaintiff's claims in this action.

18. Alternatively, the City of Raleigh has insured itself, its officers, agents, and employees, against liability for negligent or intentional damage to person or property caused by an act or omission of the City or any of its officers, agents, or employees when acting within the scope of their authority and course of their employment. Consequently, to the extent the ownership and operation of a fee-based parking deck is something other than a proprietary

function, the City of Raleigh has waived whatever governmental immunity it may have, to the extent of insurance coverage, pursuant to N.C. Gen. Stat. § 160A-485.

19. Progress Energy occupies the office tower at the corner of South Wilmington and East Davie Streets. The deck where Cynthia Moreland parked is literally part of the Progress Energy building, as the deck's levels are sandwiched between the ground level and office tower levels of the structure.

20. As the employer of Ms. Moreland, Progress Energy knew or should have known that Ms. Moreland and other employees came to work early in the morning and parked in the building occupied by Progress Energy.

21. As the employer of Ms. Moreland, Progress Energy had a duty to provide her with a reasonably safe building and parking deck.

22. Alternatively, if Ms. Moreland was within the course and scope of her employment with Progress Energy, jurisdiction of plaintiff's claim against Progress Energy lies with the North Carolina Industrial Commission. Under case precedent, it does not appear that Ms. Moreland was under the Workers' Compensation Act, but, this not being totally clear, Plaintiff is filing a workers' compensation claim.

23. As the principal occupant of the Progress Energy building which contained the parking deck and into whose lobby the deck's elevator traveled, Progress Energy had a duty to exercise reasonable care in providing for security for the deck's patrons or in taking reasonable measures to insure that security was being provided for patrons of the deck, including employees such as Cynthia Moreland who parked in its building.

24. As the owner of the video camera security system in and around the subject parking deck, Progress Energy had a duty to exercise reasonable care and utilize the system to provide security for the deck's patrons, including its employees, or take reasonable measures to insure that the system was being utilized to provide security.

25. Quantum Support, Inc. was engaged by McLaurin to provide security for the parking deck.

26. On information and belief, Security Forces, Inc. was engaged by Progress Energy to provide security for Progress Energy's downtown Raleigh properties and their immediate environs.

27. As the providers of security services for the parking deck and the building, Quantum Support, Inc. and Security Forces, Inc. each had a duty to provide reasonable and prudent security for the patrons of the subject parking deck.

28. As the provider of security services for the parking deck under a contract with McLaurin, Quantum Support, Inc. had a contractual duty to provide security for the patrons of the deck, and patrons, such as Ms. Moreland, were third-party beneficiaries of this contractual duty.

29. As the provider of security services for Progress Energy, Security Forces, Inc. had a contractual duty to provide security for Progress Energy's downtown Raleigh employees when in and near Progress Energy's headquarters, and Progress Energy's employees, such as Ms. Moreland, were third-party beneficiaries of this contractual duty.

30. The defendants were negligent and breached their respective duties to Ms. Moreland by failing to have security to deter criminals, like Antonio Chance, from prowling the premises and by failing to monitor, observe and patrol the parking deck and its exits.

31. Each defendant's negligence and, with respect to Quantum Support, McLaurin, and Security Forces, Inc., breaches of contractual obligations was a proximate cause of the suffering and death of Cynthia Moreland.

32. Like Progress Energy, Quantum Support, Inc. and Security Forces, Inc., knew or should have known that numerous Progress Energy employees arrived at work early in the morning and parked in the subject deck near the elevator portal to the office building.

33. If they were providing any security all for the deck at the time of Ms. Moreland's abduction, Quantum Support, Inc. and Security Forces Inc., negligently failed to patrol the area of the deck near the elevator landing on the level where almost all of the early arriving Progress employees parked.

34. McLaurin Parking knew or should have known that numerous Progress Energy employees arrived at work early in the morning and parked in the subject deck near the elevator portal to the office building, and McLaurin was negligent in failing to direct Quantum to patrol the area described above.

35. Progress Energy knew or should have known that numerous of its employees arrived at work early in the morning and parked in the subject deck near the elevator portal to the

office building, and, upon information and belief, Progress Energy was negligent in failing to direct Security Forces, Inc. to patrol the area described above.

36. The security surveillance system which Progress Energy installed at the deck was not state of the art and was inadequate, as it did not show the parking bays in the area where Ms. Moreland parked and lacked other features of a state-of-the-art system. This was negligent, especially given other modern features of the \$100,000,000.00 project.

37. Progress Energy was also negligent in failing to monitor its cameras or in failing to insure that the cameras were being monitored by others, including Security Forces, Inc. and Quantum Support, Inc., as only minutes before Ms. Moreland was kidnapped a security camera showed Antonio Chance walking in a suspicious direction at a suspicious time towards the place of the abduction.

38. Further, another security camera of Progress Energy showed Antonio Chance pacing the block by its building shortly before the crime commenced.

39. McLaurin and Quantum Support, Inc. and, upon information and belief, Security Forces, Inc., should have been monitoring the security cameras if Progress Energy was not providing that aspect of security, and were negligent in failing to do so.

40. The City of Raleigh was negligent in failing to provide an adequate level of security for the deck. All revenues of the deck beyond the operating fees and expenses of McLaurin went to the City of Raleigh. It appears that Raleigh desired to boost its parking revenues at the expense of security and therefore arranged for only minimal security at the deck, although it had the means to provide adequate security by contractor or directly.

41. After abducting Cynthia Moreland, Antonio Chance drove her and her Toyota Camry out of the deck.

42. Reasonably attentive security would have observed a scared, well dressed woman leaving the deck with a suspicious individual at a suspicious departure time and would have been alerted by the circumstances, but defendants had no one patrolling the area.

43. A booth attendant with minimal security training would have been alerted by the circumstances, but defendants had no one in place to observe such.

44. Based upon the timing of his crime and apparent familiarity with this particular area of the deck utilized by Progress Energy employees, Plaintiff alleges that prior to August 22,

2006 Antonio Chance had previously assessed the area and potential victims in it at this early time of day.

45. There was no security presence or very rare security presence in the area prior to the crime perpetrated against Ms. Moreland, and therefore, Plaintiff alleges that the negligent failure of the defendants to patrol this area of the deck or to arrange for regular patrol of this area of the deck—virtually the only part of the deck that had significant use early in the morning—resulted in a failure to deter Chance’s crime.

46. The defendants failed to perform a reasonable assessment of the need for security of the premises or to communicate and coordinate to insure that one was performed.

47. Development and performance of an adequate security plan would have resulted in the deterrence of Antonio Chance from attempting the crime or in the observation and apprehension of Antonio Chance.

48. Reasonable supervision and training of security personnel would have resulted in regular patrols of the area where Ms. Moreland parked during the time frames that she and others were parking.

49. Having an exit booth attendant on duty who was reasonably trained in the recognition of and communication about suspicious or dangerous situations would have resulted in Chance’s apprehension.

50. All defendants had the means, opportunity and duty to perform a security assessment and to insure that adequate security measures were performed by trained personnel.

51. Each defendant failed to take reasonable care to protect Cynthia Moreland from the foreseeable criminal acts of third persons, including Antonio Chance.

52. As a proximate and direct result of the Defendants’ breaches of their respective duties, Cynthia Moreland suffered the mental and physical horrors of abduction and rape and, eventually, death.

53. At the time of her death, Cynthia Moreland was 48 years of age and in excellent health.

54. Plaintiff and Cynthia Moreland had been happily married for 22 years. In addition to Plaintiff, their daughter Keisha is the other beneficiary of this wrongful death action.

55. Cynthia Moreland was a beautiful, loving person who positively affected all whose lives she touched. The love and affection between Cynthia Moreland and her family was

boundless and genuine. Due to defendants' breaches, Walter Moreland and Keisha, as well as Cynthia's beloved grandson, Devon, have been forever deprived of the wonderful society and companionship of Cynthia Moreland.

56. Cynthia Moreland was a successful, long-term employee of Carolina Power & Light and then Progress Energy. She was very generous to her husband, daughter and grandson with her income and with her care, services and assistance of which her family has been forever deprived due to the defendants' breaches.

57. Plaintiff is entitled to recover of defendants the damages permitted by N.C. Gen. Stat. § 28A-18-2(2), N.C. Gen. Stat. § 28A-18-2(3) and N.C. Gen. Stat. § 28A-18-2(4) in an amount in excess of \$10,000.00.

WHEREFORE, Plaintiff seeks judgment against Defendants, jointly and severally, as follows:

1. Compensatory damages;
2. Interest as by law allowed;
3. The costs of this action; and
4. Such other relief as the Court may deem just and proper.

Plaintiff demands trial by jury on all issues.

This the 20<sup>TH</sup> day of August, 2008.

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