

STATE OF NORTH CAROLINA
WAKE COUNTY

FILE NO. _____
In The General Court of Justice
District Court Division

Tigress Sydney Acute McDaniel, JD }
and on behalf of minor child }
Plaintiff }

VERSUS }

COMPLAINT }

Camden Properties, Inc. d/b/a Camden }
NoDa, Camden Development, Inc. d/b/a. }
Camden NoDa, CUSA N.C. Holdings, L.P. }
d/b/a Camden NoDa }
Defendants }

NOW COMES Plaintiff, on her own behalf and that of her minor child, to complain against Defendants for causes of action for which relief can be granted under North Carolina, and so says:

A. JURISDICTION

Jurisdiction, regarding subject matter, is proper in this court according to:

1. This action is a complaint for negligence, breach of implied warranty of habitability, breach of quiet enjoyment, misrepresentation in contract law, retaliatory eviction, breach of contract and thus constitutes a civil action pursuant to NCGS § 1-6 et sequel;
2. This action is within the statute of limitations and this court can validly exercise personal jurisdiction over the parties pursuant to § 1-75.4 et sequel;
3. This action involves an amount in controversy under \$25,000.00 USD and thus the district court division is proper to hear this case pursuant to § 7A-243.

B. PARTIES

1. The Plaintiff, Tigress Sydney Acute McDaniel born December 5, 1976, is a resident of Mecklenburg County, Charlotte, North Carolina.
2. The Defendant, Camden Properties, Inc. d/b/a Camden NoDa (hereinafter “Camden”) is a corporation domiciled in Raleigh, North Carolina and doing business nationwide, having substantial nexus in North Carolina doing business as Camden NoDa, a for profit residential property in commerce.
3. The Defendant, Camden Development, Inc. d/b/a Camden NoDa (hereinafter “Camden”) is a corporation domiciled in Raleigh, North Carolina and doing business nationwide, having substantial nexus in North Carolina doing business as Camden NoDa, a for profit residential property in commerce.
4. The Defendant, CUSA N.C. Holdings L.P. d/b/a Camden NoDa (hereinafter “Camden”) is a corporation domiciled in Raleigh, North Carolina and doing business nationwide, having substantial nexus in North Carolina doing business as Camden NoDa, a for profit residential property in commerce.

C. NATURE OF CASE AND FACTUAL ALLEGATIONS

NOW COMES Plaintiff, complaining of the Defendants, alleges and says:

5. Plaintiff is a resident of Mecklenburg County, North Carolina, and is of legal age and under no legal disability, and further qualifies as reasonable prudent person.

6. All civil claims, torts and relevant acts asserted in this complaint occurred in Mecklenburg County, North Carolina; however, because Defendants are domiciled in Raleigh, North Carolina, Wake County is the proper venue for personal jurisdiction.

D. CAUSE OF ACTION

Plaintiff alleges and so says that the following facts form the basis for her allegations:

7. On or about April 20, 2023, Plaintiff did visit Camden NoDa (hereinafter “Camden” to refer to all Defendants collectively as self-designated owners of Camden NoDa) located at 515 Jordan Place in Charlotte, NC 28205, and did tour several apartments, all 1 bedroom units, in consideration for immediate leasing.
8. Plaintiff first toured with Steve Moore (hereinafter “Moore”), property manager.
9. During the tour with Moore, when Plaintiff inquired about the possibility of transferring from a 1 bedroom to a 2 bedroom upon availability, Moore advised Plaintiff that there were no 2 bedroom nor 3 bedroom units available, and further, that the waitlist was full and otherwise closed for 2 bedrooms under construction in a different phase of the property site.
10. On April 21, 2023, Plaintiff returned to Camden and toured a 1 bedroom unit again, this time led by Adriana Smith (hereinafter “Smith”), a staff member.
11. That night, Plaintiff contemplated the feasibility of occupying a 1 bedroom with her son, and ultimately decided to apply for a 1 bedroom unit at Camden, and received an instant approval.
12. On April 22, 2023, Plaintiff returned the next day to finalize her move in, at which time she spoke briefly again with Smith who advised that she could not proceed with finalizing her move because she recalled discussion had between Plaintiff and Moore

regarding Plaintiff's intention to transfer within the first 90 days of her lease from a 1 bedroom to a 2 bedroom, which she thought may present an issue, and such issue could only be resolved by the property manager. Smith further advised that the property manager was not in the office on the weekends and that Plaintiff should come back on that upcoming Monday when Moore would return to the office.

13. On the morning of April 24, 2023, Plaintiff did, in fact, return to confer with Moore as Smith advised and finalize her move in, because she had already been approved. Plaintiff requested to tour the 1 bedroom and storage units in contemplation of whether a 1 bedroom would suit her needs.
14. During Plaintiff's meeting with Moore, he advised that Camden would not allow new tenants to transfer within the first 90 days of their lease, because it was a new property, and further that a transfer early on as such would give the appearance of tenant dissatisfaction; and for that reason, he could not proceed with finalizing Plaintiff's move unless she would remain in the 1 bedroom for the full lease term, before asserting a transfer. Moore reiterated that no 2 bedrooms would be available during the 15-month lease term that they had discussed.
15. Plaintiff agreed to take possession of the 1 bedroom for the 15-month lease, and two of Camden's largest storage units, 2-4 and 357, relying upon Moore's averring.
16. On April 25, 2023, Plaintiff did submit payment for the pro-rated rent and fees due in accordance with the lease agreement, and she and her son did take possession of unit 212.
17. Plaintiff did pay rent and all other fees due for May and June 2023.
18. On June 8, 2023, after first informing Moore, Plaintiff hosted a graduation party at the rooftop amenity at Camden to celebrate the conferral of her Juris Doctorate. The entire

Camden staff was and remains sufficiently and even expressly informed that Plaintiff is a lawyer, and self-employed in such commercial activity, offering legal coaching, research and document preparation while preparing for the bar exam and pursuing licensure and certification as a mediator. Moreover, the Camden staff have directly observed Plaintiff meeting with her clients in the co-work and rooftop amenities onsite, and allowed her to use the conference room once for such meeting.

19. In fact, Moore has offered office rental space onsite to Plaintiff on several occasions during the course of her tenancy to date. Plaintiff declined Moore's original offer to consider any reasonable offers for a rental rate of Camden's "phone booth" or smallest office space, because Moore declined her counteroffer rate.

20. On or about July 1, 2023, Plaintiff noticed that tenants were using the large and small office spaces, which prompted Plaintiff to inquire about whether there were any office spaces left for lease. Moore responded that, "we're just allowing residents to use them at their leisure right now to entice them to consider renting one of the office spaces." Plaintiff was taken aback that Moore was actively pursuing her to rent an office space, and yet had been allowing tenants to use the office spaces at their leisure at no costs without also informing Plaintiff of the same opportunity.

21. On June 29, 2023 at approximately 4:30pm, after having terminated her client's services due to discovery of her bad faith conduct in a family law case, Plaintiff's client, Shameka Smith (hereinafter "Shameka") arrived unwelcomed to harass Plaintiff in retaliation. Shameka was loud and belligerent and sprung out from a large planter directly adjacent to the front entrance for the leasing office. The leasing office was open, and fully staffed at that time, and the Camden staff, including Moore did directly witness the incident. In

fact, the co-work amenity area was also full with tenants working, and many tenants directly observed the incident. Plaintiff directed her son to retreat inside, and she called the Charlotte Mecklenburg County Police for help. When the police arrived, Shameka persisted upon knowing lies indefensibly for nearly three hours seeking to manipulate the police to believe that Plaintiff somehow had her daughter's social security number and birth certificate in her possession unlawfully. The police iterated and reiterated to Shameka that even if such was the case that the matter was civil, and thus they lacked jurisdiction to resolve the matter outside of court through a proper civil action. Ultimately, at Plaintiff's direction, Moore banned Shameka from the property. To exercise due diligence against incorrect perceptions, Plaintiff immediately submitted a statement to Moore disclosing the background and nature of the incident (see attached). The entire ordeal subjected Plaintiff to unwarranted embarrassment and disdain by the residential community and Camden staff.

22. On July 2, 2023, Plaintiff discovered a large water spot and peeling paint from the ceiling in the bedroom, and did immediately notify Camden, in full accordance with the lease agreement and statutory law enjoining tenant to immediately notify landlord of disrepair, by submitting a service request to Camden through the online residential portal (see attached). Because the portal does not allow for uploads of photos and videos, Plaintiff sent photos and videos of the water damage directly to Moore by email to ensure sufficient record of notice, and clarity of the issue.

23. On July 2, 2023, Jimmy Butyter (hereinafter "Butyter"), Camden maintenance, did quickly respond, and then visited the apartment directly above Plaintiff. When Butyter

returned to Plaintiff's unit, he confirmed that the HVAC system had been leaking and that he had turned off the A/C system.

24. Despite Plaintiff's entry directions against entering the unit without her being present, mainly for the sake of the safety and well-being of her minor child, albeit 13 years old and allowed to stay at home alone on occasion, Butyter entered while Plaintiff and minor child stepped out monetarily to visit a local convenience store. When Plaintiff and son returned, Butyter had cut out the damaged drywall and pulled the soaked insulation from the ceiling, without first covering Plaintiff's bedding/beds, sectional nor any other adjacent personal property. The hole was approximately 2 feet in diameter, albeit not exactly circular. Plaintiff, then, informed Butyter that she has Eosinophilic Asthma and her son has Eosinophilic Esophagitis, and further that her primary allergens are mold and dust. Plaintiff further explained that the exposed hole posed a respiratory hazard to her. Butyter responded that he would return on the next day to "place plastic over the hole." Butyter also further confirmed that the A/C line had not been installed properly, and thus incomplete, and such disrepair was the cause for the leak. Butyter left the hole uncovered that day. The gaping hole onset Plaintiff's anxiety and fear that some stray rodent would exit from the ceiling into their shared bedroom.

25. Later that evening, at approximately 11pm, Plaintiff discovered similarly water damaged areas on the bathroom ceiling and excessive condensation on the vent, at which time she submitted an additional service request, and this time, having onset anxiety, concerned for her health and safety and that of her son, having suffered mold exposure before due to the negligence of a former landlord, and suffered pneumonitis, having been hospitalized for 3 days to recover, and having to further undergo respiratory treatment for months

thereafter to achieve well managed asthma again, she also submitted a demand to transfer to another unit.

26. On July 3, 2023, at approximately 8am, Plaintiff was awakened by noise from the unit above her. Shortly thereafter, Butyter responded to Plaintiff's service call, but this time he was dismissive and tried to explain away the condensation and water spots in the bathroom as merely resulting from use of the shower. When Plaintiff clarified that she is not new to Charlotte nor its climate, and that she customarily turned on the fan when showering, as did her son, Butyter again dismissively trivialized the looming issue, showing absolute lack of empathy for how the disrepair would detrimentally affect Plaintiff and her son. Plaintiff then clarified that she was a doctoral level Scientist, having conferred expertise in Wetland Bioremediation centered upon core coursework in Microbiology, which entails mold; she further clarified that placing plastic over the hole would more likely increase heat and humidity and thus mold growth. Butyter explained that he would run a plastic tube from fan to the hole to "dry it out." Butyter installed the plastic tube and fan, asserting that "when the contractors come later in the week they could fix it without any disturbance to [Plaintiff]." Plaintiff was taken aback that Butyter demonstrated complete abandon of ethical and lawful regard of her medical condition, and all that would necessarily be entailed in completing the repairs, including but not limited to (1) dust and mold spray, which are both respiratory hazards foremost and also could damage her personal property, (2) significant noise, (3) alternative lodging during repairs, and even possibly (4) additional time to complete repairs to address contingencies and remediation of mold growth. Butyter even condescendingly and dismissively suggested that they could simply just cover up Plaintiff's furniture and

repair the hole without any regard to where Plaintiff and son would lodge during repairs, which repairs far exceeded merely patching up the hole and instead entailed repairing the incomplete A/C piping and investigating and repairing the issue from which the water spots in the bathroom resulted as well.

27. Plaintiff's anxiety was further heightened. The fan was loud and disturbing, and even further worsened Plaintiff's anxiety and that of her son.

28. On July 3, 2023, having no response from Moore yet, Plaintiff then visited the Camden website to inquire about available units to transfer. Surprisingly, after first looking for available 1 bedrooms, Plaintiff decided to expand her search and discovered that there were, at least, six 2 bedrooms available, units 165, 565, 269, 369, 469, and 569. She was immediately disillusioned and taken aback, because Moore had, once again, demonstrably lied to Plaintiff. She immediately visited each unit, albeit only inspecting from outside, to determine which one would be a viable transfer, and after realizing that the units ending in number 9 were ADA compatible, she turned her focus to unit 565, because she prefers balconies as opposed to patios. She then immediately visited the leasing office, which she, at first, presumed would be closed due to the holiday, and discovered that Moore was indeed present, but hadn't yet responded to any of her emails for the past two days. Moore was visibly annoyed by Plaintiff's "unannounced" visit, and condescendingly unempathetic toward her. After explaining her medical condition in great detail, Moore finally seemed to take Plaintiff's demand to transfer seriously, and agreed to transfer her to unit 565 at Camden's legal detriment. Moore advised that he'd send the "paperwork" and schedule the transfer for July 5, 2023. Plaintiff requested to

move immediately, but Moore advised that he could not process the transfer before July 5, 2023.

29. Approximately 10 minutes before the leasing office closed, Plaintiff revisited Moore's office to get clarity regarding the "paperwork" he sent in comparison to what the ledger reflected in the residential portal, and Moore advised that the system was updating and thus incorrect, and that the correct balance due would appear on July 5, 2023. Moore set expectations that Plaintiff would need to pay that balance before he could transfer possession of unit 565 to her.
30. For two days, from July 3 to July 5, 2023, the fan ran consistently, Plaintiff and son endured the fan, the smell of damp insulation and drywall, and anxiety from the experience. Neither Plaintiff nor son slept well for those two nights. Camden, by and through, Butyter and Moore, not ever offered Plaintiff and her son alternative lodging while awaiting the transfer.
31. On July 5, 2023, at approximately 9am, desperately ready to move out of unit 212, Plaintiff visited the Camden portal online and paid the balance due of \$317.58 for the storage units, internet package, water, sewer and trash, reflecting a concession for July as a form of relief and remedy from the negligently installed A/C system, consistent with the "paperwork" and Plaintiff's demand. Immediately thereafter, Plaintiff visited the leasing office to get the Chirp, digital access, updated from unit 212 to 565 so that she could begin moving. Samantha Morrison (hereinafter "Morrison"), Camden staff member, sent the new lease agreement, on the same terms, with the exception of the concession, for electronic signing, which Plaintiff did sign.

32. At approximately 10:30am, the Camden staff, then, transferred possession of unit 565 to Plaintiff and she proceeded to move in.

33. At approximately 5pm later that day, Plaintiff also confirmed that she paid the balance due of \$317.58 when Moore inquired by email, because he was not present when Plaintiff visited the leasing office earlier that day (see attached email record).

34. Plaintiff began her move on July 5, 2023 and completed her move on July 6, 2023.

35. On July 7, 2023, at 9:23am, in response to a text inquiry from Camden staff member Morrison, she gave confirmation that she had vacated unit 212.

36. On July 10, 2023, Plaintiff discovered an email from Moore on July 8, 2023, purporting that Plaintiff had not paid the ledger balance. Plaintiff immediately logged into the residential portal and discovered a balance due of \$4,900.00 for both July and August 2023 rent. Moore had clearly manually adjusted the ledger balance, because statute prohibits collection of rent before it comes due, and the ledger prior to this date did not reflect August 2023 rent. Moore's conduct constituted a repudiatory breach of contract, which, in this case, is the settlement agreement for the negligent HVAC installation.

37. On this same day, after returning to her apartment from working at the rooftop, Plaintiff discovered a handwritten note left at her door. The note read, "Deputy Hammond Please call me at 704-622-8330." When Plaintiff called and inquired about how the purported deputy had obtained her address, especially considering that she had only recently moved only 4 days ago, the deputy was rude, unprofessional and evasive. Plaintiff, having been a Federal Ranger with the National Park Service, having law enforcement duties, and now as a Juris Doctorate, immediately recognized that the deputy was acting beyond the scope of her duties under the color of law. Plaintiff, then, advised the deputy that she would

present herself to the Sheriff's window at the Mecklenburg County courthouse to receive service, and directed her to refrain from visiting her residence. Plaintiff later learned that Shameka had filed a frivolous and malicious No Contact complaint, for which the *ex parte* temporary order was denied due to frivolity and lack of probable cause.

38. Plaintiff immediately visited Moore's office to inquire about how the deputy obtained her new address, and also to bring the accounting error to his attention. Moore was visibly guilty, explaining that he had merely complied with assisting a law enforcement officer and purporting that the lease agreement afforded him such privy.

39. There is absolutely no term in the lease agreement between the parties that afforded Moore such privy nor relates to procedure for handling civil service by a Sheriff's deputy.

40. Moore further insisted that the balance was correct. Plaintiff cautioned Moore against acting under the color of law, especially considering that he had now effectually disclosed her address to Shameka, as well. Plaintiff advised Moore that she would seek remedy and relief, holding Camden and Moore directly liable, in the event that Shameka harassed her at her new address. Plaintiff also pointed out that the ledger balance did not reflect the concession for July 2023, to which Moore responded that he had not applied a concession for July 2023. When Plaintiff pointed out the illogic in his accounting, Moore made condescending remarks toward Plaintiff and even accused her of withholding rent and contemptuously remarked that he wanted her "to get out of his office." Moore's conduct spiraled into abandon of ethical and professional rigor, while Plaintiff maintained professionalism and unwavering resolve against voluntarily renegotiating the settlement. When Plaintiff reminded Moore that she was a lawyer, he seemingly changed his

unprofessional attitude and sudden and unwarranted disdain for Plaintiff, then stated that he “had sent an email to his boss requesting the concession, and if they approved it, then the matter would be resolved.”

41. At the close of their discussion, Plaintiff asked Moore why he hadn’t informed her that 2 bedrooms were now available, to which Moore responded that he “wouldn’t discriminate against her choice to stay in a 1 bedroom.” Plaintiff, taken aback by the wholly false representation that she had decidedly chosen a 1 bedroom without having relied upon his unwillingness to finalize her move in if she intended to transfer early on in her lease term, responded, “based on that comment, I have only one more question and then it’s best we end this discussion; were you going to ever inform me about the two bedrooms that had become available.” Moore responded, “No.” Moore was both condescending and dismissive in tone and body language. Plaintiff stood up from the chair and exited Moore’s office silently.
42. As Plaintiff walked through the leasing office to exit altogether, Plaintiff responded that if they did not correct the issue in her favor and apply the concession as agreed, then she would proceed legally to enjoin their specific performance as a form of equitable remedy and seek all available legal remedy, as well.
43. On July 14, 2023, at approximately 5pm, while relaxing at home, Plaintiff noticed that an envelope had been left at her door. When she opened it, she discovered that Camden had issued a Notice To Vacate.
44. To date, since July 10, 2023, Moore has not answered any of Plaintiff’s email inquiries and notices on matters material hereto.

45. On July 17, 2023, Plaintiff discovered a penis drawing on the back of the entry door to the master bedroom in her unit; and she immediately reported it directly to Moore.

46. On July 17, 2023, Plaintiff reported the sexually harassing vandalism to the Charlotte Mecklenburg Police Department, to which Officer Karl Knudsen (hereinafter “Knudsen”) responded to obtain information to complete an initial police report and commence investigation.

47. On July 18, 2023, Moore responded,

Tigress,

I am sorry to hear about the drawing, we will remove it as soon as you want to schedule a time. You can either enter a service request, or we can on your behalf. We have found a couple similar drawings while conducting walks of apartments that we accept from the construction team.

I believe a sub-contractor was drawing them and it is possible that the drawing you discovered was there previously and was covered but has now bled through. We should be able to tell when we see the door.

I spent time this morning reviewing video from the surveillance camera on the hallway. No Camden employee, or contractor, has entered your apartment since you moved in other than Bryant, who completed the service request you mentioned. That service request was 7/13/23, service request number 355-1. If you aren't aware, your Chirp app has a Log at the bottom of the screen when you access your lock. The log will show when a Camden team member unlocks your Chirp lock.

Let us know when you would like to schedule service and we will make the necessary repair to the door.

Again, our apologies.

48. Plaintiff responded advising that she had vlogged her transfer from unit 212 to 565, and inadvertently captured images of the entry door to the master bedroom, clearly showing that the penis drawing was not on the door when Plaintiff moved in on July 5, 2023.

49. On July 18, 2023, Plaintiff sent an email to Moore demanding release of the surveillance footage from the camera adjacent to her unit, located approximately 20 feet from the front door and the 5th floor elevator. Based on the proximity of the elevator and the entry door to an additional development phase of apartments immediately adjacent to Plaintiff's unit, it is a highly trafficked area.
50. On July 19, 2023, Knudsen sent the police report to Plaintiff (see attached police report), although Plaintiff did not receive it until August 2, 2023 after inquiring and requesting that he resend it because she had not yet received it.
51. To date, Moore has not released the footage, and instead responded on July 20, 2023 to Plaintiff's renewed request for release of the footage and demand for Moore's cooperation with the investigation,

Tigress,

I responded previously stating what I think may have happened with the drawing. You responded saying you are sure the drawing happened after you moved into your apartment. I have not been able to see the door, but I have reviewed the surveillance video and I stated that no one from Camden has entered the apartment without your knowledge since you moved in. No one from CMPD has contacted us asking to see the video, which is saved in the event I am instructed by leadership and/or counsel to share it.

52. Knudsen's report states that, "the incident has not met the elements of a NC crime at this point in the investigation but merits documentation and continued investigation."
53. Plaintiff brings to the court's attention:
- Moore's explanation fails to resolve the incident of sexually harassing vandalism in that,
- a. Moore claims that the surveillance footage shows that no one from Camden nor contractors entered the unit AFTER Plaintiff moved in;

- b. Moore fails to address surveillance footage BEFORE Plaintiff moved in with particular consideration that Moore, Camden and contractors were either reasonably or expressly aware as of July 2, 2023 that Plaintiff would be transferring to unit 565, and thus it is plausible that the drawing could have been made between July 2 and July 5, 2023, prior to Plaintiff's move in;
- c. Moore admits that Camden has found "*couple similar drawings couple similar drawings while conducting walks of apartments that we accept from the construction team. I believe a sub-contractor was drawing them and it is possible that the drawing you discovered was there previously and was covered but has now bled through. We should be able to tell when we see the door,*" and if true, then Moore and Camden would have further vested interest in identifying the offender, and moreover, identifying any other affected units in a proactive attempt to shield future tenants from experiencing what Plaintiff has suffered;
- d. Camden property has surveillance cameras on every floor and substantially throughout the property. Based on the proximity of the surveillance camera near unit 565, it is implausible that the offender entered the unit and carried out the sexually harassing vandalism without being captured on camera, whether sub-contractor, contractor, Camden staff or not. The surveillance camera is indiscriminate.
- e. It is more likely, then, that Moore is fully aware regarding the identity of the offender, and is withholding that information to evade liability for Plaintiff's suffering.

54. Plaintiff suspects that Moore has conspired the incidents detailed in paragraphs 43 through 51 in retaliatorily wanton efforts to harass Plaintiff with intent to inflict specific harm, including but limited to emotional distress, and intimidate her to abandon her complaints, exit her lease, and ultimately with the intent to evade liability for Camden's torts and violations of law which are proximate causation for Plaintiff's injuries.

**FIRST CAUSE OF ACTION
(Negligence)**

55. Plaintiff reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 57;

56. A complaint for negligence requires a showing of:

- a. Duty owed;
- b. Breach of that duty;
- c. Cause in fact;
- d. Proximate cause;
- e. and harm.

57. Camden, as landlord, owed Plaintiff a duty to maintain fit premises under the doctrines of mutuality of obligations and implied warranty of habitability;

58. The disrepair of the A/C system constituted breach of that duty;

59. But for Camden's negligence, albeit by and through the negligence committed by its contractors, Plaintiff would not have suffered damages;

60. Camden's negligence, albeit by and through the negligence committed by its contractors, is the proximate cause for Plaintiff's damages;

61. Plaintiff suffered harm, and such damages include actual and general damages;

62. Therefore, Plaintiff is entitled to equitable remedy in the form of (1) Camden completing repairs and bringing the premises up to code and providing lodging until repairs are complete (2) exit from the lease in Plaintiff's favor, or (3) transfer to another unit at Camden's legal detriment; or legal remedy in the form of money damages;

SECOND CAUSE OF ACTION
(Breach of implied warranty of habitability)

63. Defendant reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 65;

64. The implied warranty of habitability requires that the home and fixtures are free from major structural defects and that the home is constructed in a workmanlike manner;

65. A complaint for breach of implied warranty of habitability requires as showing of:

- a. an uninhabitable condition;
- b. actual knowledge by landlord or constructive knowledge; and
- c. damages.

66. Apply the Eggshell doctrine, with particularity to Plaintiff's medical condition, about which Camden was sufficiently informed, the disrepair of the A/C system constitutes an uninhabitable condition;

67. The HVAC system was not constructed in a workmanlike manner, and thus constitutes a prima facie breach of implied warranty of habitability;

68. Camden had both actual and constructive knowledge of the negligent construction/installation of the HVAC system;

69. And Plaintiff suffered damages;

70. Therefore, Plaintiff is entitled to equitable remedy in the form of (1) Camden completing repairs and bringing the premises up to code and providing lodging until repairs are complete (2) exit from the lease in Plaintiff's favor, or (3) transfer to another unit at Camden's legal detriment; or legal remedy in the form of money damages;

THIRD CAUSE OF ACTION
(Breach of quiet enjoyment)

71. Defendant reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 73;

72. The implied covenant of quiet enjoyment is the tenant's right to enjoy their rented spaces free from undue interruptions, noises, and nuisances;

73. A complaint for breach of quiet enjoyment requires a showing of:

- a. Substantial interference of the tenant's right to use and enjoy the premises for the purposes contemplated by the tenancy, as opposed to minor inconveniences and annoyances;

74. Regarding the gross disrepair of the HVAC system, the disturbing and loud fan constitutes a substantial interference, noise and nuisance; whereas Camden will likely argue that the interruption was warranted to complete the repairs, Camden should've also transferred Plaintiff, considering her medical condition, BEFORE commencing repairs;

75. Regarding Shameka, and more specifically Moore's disclosure of Plaintiff's address acting under the color of law, the lease agreement does not provide for Moore's disclosure of Plaintiff's address and instead enjoins Camden to uphold Plaintiff's right to privacy, as does statutory and common law; whereas Camden will likely argue that Moore was merely cooperating with law enforcement, despite being in uniform the

deputy did not conduct herself in full accordance with law and posed an imminent danger to Plaintiff and her son in abusing her authority to harass Plaintiff motivated by disdain influenced by Shameka and her manipulative personal relationship with local law enforcement, and accordingly, Moore should've refrained from disclosing Plaintiff's address, especially regarding service for a civil document, because there was no urgent legitimate purpose nor any commission of a crime in progress, and most notably any law enforcement agent acting within the scope of their authority has sufficient access to legal resources and databases to obtain contact information and locate persons of interest; and therefore Moore's actions indefensibly constitute breach of Plaintiff's quiet enjoyment;

76. Regarding the sexually harassing vandalistic penis drawing on the back of the entry door to the master bedroom, the law is well settled that such acts constitute a nuisance to the foreseeable Plaintiff and thus also constitute a breach of quiet enjoyment;

FOURTH CAUSE OF ACTION

(Retaliatory eviction, § 42-25.6. Manner of ejection of residential tenants)

77. Defendant reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 74;

78. A retaliatory eviction occurs when a landlord seeks to evict a tenant for the purposes of revenge, based on a tenant's action that is within their legal right;

79. NCGS § 42-37.1 prohibits retaliatory eviction, and protects the following activities asserted by tenant in the exercise of their rights to decent, safe, sanitary housing:

(a) It is the public policy of the State of North Carolina to protect tenants and other persons whose residence in the household is explicitly or implicitly known to the landlord, who seek to exercise their rights to decent, safe, and sanitary housing.

Therefore, the following activities of such persons are protected by law:

- 1. A good faith complaint or request for repairs to the landlord, his employee, or his agent about conditions or defects in the premises that the landlord is obligated to repair under G.S. 42-42;***
2. A good faith complaint to a government agency about a landlord's alleged violation of any health or safety law, or any regulation, code, ordinance, or State or federal law that regulates premises used for dwelling purposes;
3. A government authority's issuance of a formal complaint to a landlord concerning premises rented by a tenant;
- 4. A good faith attempt to exercise, secure or enforce any rights existing under a valid lease or rental agreement or under State or federal law; or***
5. A good faith attempt to organize, join, or become otherwise involved with, any organization promoting or enforcing tenants' rights;

80. Returning to paragraph 35, Moore did not ever follow up with Plaintiff regarding their last discussion, and instead proceeded upon a Notice to Vacate as though such was merited, considering that Plaintiff's transfer was proper and equitable due to Camden's negligence, albeit by and through its contractor, demonstrating reckless and wanton disregard for Plaintiff's rights to equitable and legal remedy, and compliance with the "paperwork" extending a concession for July 2023 rent;

81. Camden's Notice to Vacate is demonstrably retaliatory in that Camden is seeking to subject her to vengeful evasiveness, passive aggressiveness, illogical arguments and eviction to punish her for exercising her legal rights as tenants and unique knowledge and acumen as Juris Doctorate;
82. Camden's Notice to Vacate constitutes actionable prima facie retaliatory eviction;
83. Returning to paragraphs 43 through 51, Moore's actions demonstrate intent to inflict specific distress upon Plaintiff and effect an eviction in a manner inconsistent with NC GS § 42-25.6, and furthermore in clear retaliation against Plaintiff's exercise of her inviolate tenants' rights. Moore's actions constitute actionable prima facie retaliatory eviction and violations of NC GS § 42-25.6;

FIFTH CAUSE OF ACTION
(Misrepresentation in contract law)

84. Defendant reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 81;
85. A complaint for misrepresentation in contract law requires a showing of:
- a. The defendant made a false representation of a past or existing material fact susceptible of knowledge;
 - b. The defendant did so knowing the representation was false, or without knowing whether it was true or false;
 - c. The defendant intended to induce the plaintiff to act in reliance on that representation;
86. Returning to paragraph 10 through 13,

- a. Moore made a false representation of a past or existing material fact regarding the availability of 2 bedroom apartments and the transfer policy;
- b. Moore likely did so knowing the representation was false, deceitfully motivated by giving the appearance that the leasing campaign was successful without any immediate transfers within the property;
- c. Moore intended to induce Plaintiff to act in reliance on his representation;
- d. And in fact, did induce Plaintiff to accept the 1 bedroom in reliance on his representation;

87. Moore's conduct constitutes an actionable prima facie misrepresentation in contract law, albeit a verbal contract;

88. A valid enforceable verbal contract requires a showing of the same elements of a contract executed in writing,

- a. Moore's offer to finalize Plaintiff's lease application in exchange for her understanding that she could not exercise the transfer option satisfies the elements of offer and consideration;
- b. Plaintiff's affirmation of understanding satisfies the element of acceptance;
- c. and thus a valid verbal contract exists between Plaintiff and Moore acting on behalf of Camden;

89. Regarding enforceability, the six categories of contracts that must be executed in writing in order to satisfy the Statute of Frauds are:

- a. contracts for the sale of an interest in land,
- b. contracts for the sale of goods for \$500 or more (under the U.C.C.),
- c. contracts in consideration of marriage,

- d. contracts that cannot be performed within one year of the contract being made,
 - e. contracts of suretyship,
 - f. contracts where an estate executor agrees to pay estate debts from his personal funds.
90. The Statute of Frauds is not applicable in this case, and thus the verbal contract from which the misrepresentation stems is enforceable;
91. Moore's conduct constitutes an actionable prima facie misrepresentation in contract law;
92. Furthermore, where Moore's conduct breaches the threshold of recklessness and malice, Plaintiff is also entitled to punitive damages in full accordance with North Carolina statutory law;

SIXTH CAUSE OF ACTION
(Breach of contract)

93. Defendant reasserts, realleges and reincorporates all herein stated in paragraphs 1 through 90;
94. A complaint for breach of contract requires a showing of:
- a. Valid contract;
 - b. Performance owed;
 - c. Performance breached;
 - d. And damages;
95. The "paperwork" and the residential portal ledger that Moore, submitted to Plaintiff, acting on behalf of Camden to negotiate a settlement with Plaintiff for the negligent HVAC installation/construction, and the verbal negotiation between the parties constitute the valid contract;

96. Camden, by and through Moore, owed Plaintiff performance in the form of applying the concession for the July 2023 rent;
97. Camden, by and through Moore, did breach such performance owed to Plaintiff when the concession was not ever applied;
98. Plaintiff's damages include the concession for the July 2023 rent, and any damages incurred in the furtherance of defending against Camden's steps in the furtherance of retaliatory eviction.
99. Therefore, having all elements satisfied, Defendant's actions constitute an actionable breach of contract;

G. DAMAGES

100. Plaintiff has suffered actual and general damages, which damages are in excess of Ten Thousand Dollars (\$10,000.00) pursuant to and shall be fully proven during litigation;

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for the following remedy and relief:

- (1) That Plaintiffs recover actual and general damages;
- (2) That Plaintiff recover repudiatory damages and that Camden apply the concession of July 2023 rent to her ledger;
- (3) That Camden fully cooperate with eRenter's Insurance claim for Plaintiff's recovery of moving expenses incurred for transfer and all other damages available through her renter's insurance policy;

- (4) Regarding Camden's wanton repeated misrepresentation, steps in the furtherance of effecting an retaliatory eviction, and repudiation of the settlement concession, that the Plaintiffs recover punitive damages for actual damages "incurred or to be incurred in excess of twenty-five thousand dollars (\$25,000)" in full accordance with NC GS §1A-1 Rule 8, General Rules of Pleadings, with express regard to the plain language set forth therein; and
- (5) That the Plaintiff recover all other costs incurred from the Defendant's torts and violations of law and BE MADE WHOLE; and
- (6) That the court award such other and further relief as it deems necessary and equitable in the circumstances.



Tigress McDaniel, JD
Plaintiff
1235 East Blvd Suite E 793
Charlotte, NC 28203

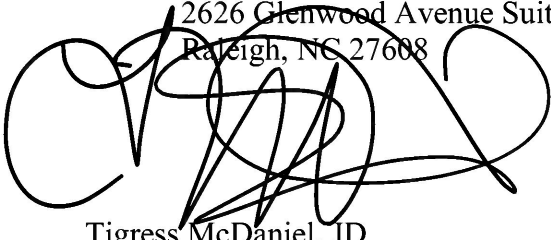
Date: October 2, 2023

CERTIFICATE OF SERVICE

I hereby certify that, on this 2nd day of October, 2023, in full accordance with Rule 4 et sequel of the NC Rules of Civil procedure regarding service, a copy of the COMPLAINT and SUMMONS have been delivered upon the Defendant in this action by placing date stamped copies in the custody of the USPS for delivery upon Defendants by certified mail as follows:

1. Camden Properties, Inc.
5526 Earl Road
Durham, NC 27712

2. Camden Development, Inc.
176 Mine Lake CT Ste 100
Raleigh, NC 27615
3. CUSA N.C. Holdings, L.P.
By and through Patrick Johnson
Hatch, Little & Bunn, LLP
2626 Glenwood Avenue Suite 550
Raleigh, NC 27608

A large, stylized handwritten signature in black ink, appearing to read 'Tigress McDaniel', is written over the text of item 3.

Tigress McDaniel, JD
Plaintiff

1235 East Blvd Suite E 793
Charlotte, NC 28203

Date: October 2, 2023