

NORTH CAROLINA
DURHAM COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
24 CVS _____

JOHNETTA ALSTON, PHYLLIS BRYANT,)
DIANE AUVLE, JOSHUA ALLEN,)
CYNTHIA BUSSEY, DEBBIE MAYES,)
DEBBIE ST. CLAIR, FELICIA COZART,)
DONNA BATTISTE, LINDA FREEMAN,)
CLAYTON MEADOR, ETHEL JONES,)
HENRY OWENS, DAHLIA TYNDALL,)
individually and on behalf of all others)
similarly situated,)

Plaintiffs,)

v.)

MILLENNIA HOUSING DEVELOPMENT,)
LTD.,)
MILLENNIA HOUSING MANAGEMENT,)
LLC,)
MILLENNIA COMMERCIAL GROUP,)
LTD.,)
JFK TOWERS, NC, LLC,)
JFK TOWERS NC INVESTMENT, LLC,)
JFK TOWERS TC INVESTMENT,)
JFK TOWERS NC TC, LP,)
FRANK T. SINITO, individually and in his)
official capacity as Founder and Chief)
Executive Officer of The Millennia)
Companies,)

Defendants.)

**COMPLAINT – CLASS ACTION
[JURY TRIAL DEMANDED]**

**CLASS ACTION COMPLAINT
(TRIAL BY JURY REQUESTED)**

Plaintiffs, by and through undersigned counsel, bring this Class Action Complaint against
Millennia Housing Development, Ltd., Millennia Housing Management, LLC, Millennia

Commercial Group, Ltd., JFK Towers, NC, LLC, JFK Towers NC Investment, LLC, JFK Towers TC Investment, and Frank T. Sinito, individually and in his personal capacity as Founder and Chief Executive Officer of The Millennium Companies, (collectively “Millennia Defendants” or “Millennia”). Plaintiffs bring this action individually and on behalf of all others similarly situated and allege as follows:

NATURE OF THE CASE

1. This actions arises from Millennia Defendants’ failure to provide safe, habitable housing; failure and refusal to eliminate and remediate uninhabitable conditions at the subsidized housing complex located at 4900 N Roxboro St, Durham, NC 27704 (hereinafter “JFK Towers”); failure to disclose and address health, sanitation, and safety issues in common areas; intentional misrepresentation of the amount of purported late fees and lack of authorization to collect or attempt to collect late fees; and failure to take reasonable care of its premises.

2. Millennia Defendants’ failure to provide reasonably safe premises and exercise reasonable care to repair dangerous defective conditions upon notice of their existence constitutes a breach of the term of lease agreements, a breach of the duty to safeguard against defects on the premises that could cause personal injury, a breach of implied quality standards, a breach of the statutory warranty of habitability, and non-compliance with North Carolina landlord-tenant laws.

3. Millennia Defendants have established a pattern and practice of knowingly renting units in unsafe, uninhabitable conditions and purposefully neglecting the responsibility to eradicate known unsafe and unsanitary conditions within a reasonable time. Millennia Defendants’ conduct caused Plaintiffs to enter into lease agreements, pay rent with the expectation to enjoy the use of a livable space free of unreasonably dangerous defects and continue paying rent while unsafe and

defective conditions remained unresolved. As a result of Millennia Defendants' deceptive, neglectful conduct, Plaintiffs and other similar tenants suffered (and continue to suffer) harm

4. Plaintiffs, individually and on behalf of the class of individuals defined below, bring claims against Millennia Defendants for breach of the warranty of habitability and landlord-tenant laws, intentional unfair and deceptive practices, negligence, and unjust enrichment, among other things.

5. Plaintiffs represent those classes of tenants who have been, continue to be, and may in the future be adversely affected by the acts and omissions that are the subject of this Complaint. Millennia Defendants are parties that either acted or failed to act in a manner that gives rise to the claims asserted in this Complaint. The claims of the representative parties are typical of the claims or defenses of the class. The class is so numerous that the joinder of all members of the class is impracticable. There are questions of law and fact common to the class, and the representative Plaintiffs will fairly and adequately protect the interest of the entire class. The relief sought is common and beneficial to each member of the class.

6. This class action is filed pursuant to Rule 23 of the North Carolina Rules of Civil Procedure on behalf of the tenants, past and present, living at JFK Towers during Millennia Defendants' ownership and control and that have suffered and continue to suffer harm through Millennia Defendants' acts and omissions.

PARTIES

7. Plaintiffs are citizens and residents of North Carolina. At all times relevant to this action, Plaintiffs resided in units at the property known as JFK Towers, located at 4900 N Roxboro St, Durham, NC 27704.

8. Plaintiffs are each a “consumer” as that term is defined by the North Carolina Debt Collection Act (“NCDCA”), N.C.G.S. § 75-50.

9. The Millennia Defendants own and/or manage the property known as JFK Towers, located at 4900 N Roxboro St, Durham, NC 27704. Upon information and belief, The Millennia Companies, registered at 4000 Key Tower, 127 Public Square, Cleveland, Ohio 44114, manage more than 30,000 apartment units nationally – many of which participate in rental assistance program such as the ones offered by the United States Department of Housing and Urban Development. Millennia’s apartment communities house more than 86,000 people. On the company website, Millennia represents that “[p]reserving affordable housing, transforming communities, and enhancing lives through high-quality apartment communities is core to our mission.”

10. Defendants JFK Towers, NC, LLC, JFK Towers NC Investment, LLC, and JFK Towers TC Investment are limited liability entities registered in North Carolina with corporate headquarters located at 4000 Key Tower, 127 Public Square, Cleveland, Ohio 44114. Upon information and belief, these entities jointly own and/or manage the JFK Towers property.

11. Defendant JFK Towers NC TC, LP is a limited partnership entity registered in North Carolina with a registered office located at 160 Mine Lake Ct Ste 200 Raleigh, NC 27615. Upon information and belief, this entity, jointly with other Millennia Defendants, owns and/or manages the JFK Towers property.

12. Frank T. Sinito serves as the Founder and Chief Executive Officer of The Millennia Companies and is the sole registered Company Official for JFK Towers, NC, LLC, JFK Towers NC Investment, LLC, and JFK Towers TC Investment. Upon information and belief, Defendant Sinito has ultimate managerial authority and responsibility for JFK Towers.

13. All the Millennia Defendants constitute “Landlords” of the Plaintiffs and JFK Towers pursuant to N.C.G.S. § 42-40.

14. All the Millennia Defendants are “debt collectors” as defined by the North Carolina Debt Collection Act (“NCDCA”), N.C.G.S. § 75-50.

JURISDICTION AND VENUE

15. This Court has jurisdiction over the parties and this action pursuant to N.C.G.S. § 1-75.4, N.C.G.S. 75-16 and 56, and N.C.G.S. § 42-1 *et seq.*

16. This Court has jurisdiction and venue over the parties and this cause of action. This civil action arises out of acts and omissions of the Defendants committed in whole or in part in Durham County, North Carolina against residents of the State of North Carolina. The amount in controversy, while not currently precisely known, is well in excess of \$25,000.

17. This Court has personal jurisdiction over Defendants because Defendants regularly conduct business operations within Durham County, North Carolina and manage and/or operate businesses (named herein) registered in the State of North Carolina.

18. Venue is proper because the present action is brought where the acts and omissions of the individual Defendants occurred and where the great majority of Plaintiffs reside.

FACTUAL ALLEGATIONS

19. Millennia Commercial Group, Ltd. (“MCG”) holds itself out as an entity that provides comprehensive real estate services tailored to the affordable multifamily industry. MCG also holds itself out to provide integrated facilities management services to several affordable and market-rate owned and developed properties by the Millennia Defendants.

20. MCG holds itself out to have “integrated facilities management” at the core of its business model. MCG claims to provide a proprietary MPS System of management that specifically defines “Methods, Procedures, and Standards for every MCG property.”¹

21. MCG holds itself out to be responsible for operation/budget management, fire/life safety and security management, engineering, and central plant management, among other things.

22. Millennia Housing Management, Ltd. (“MHM”) holds itself out to manage more than 30,000 apartment units nationally. MHM holds itself out to provide property management professionals who bring vast experiences to their daily responsibilities, and they focus on enhancing the resident experience via activities and programs.²

Since founding the Millennia Companies that includes Millennia Housing Development and Millennia Housing Management in 1995, Mr. Frank Sinito, has successfully expanded the Millennia portfolio to include more than 275 multifamily residential communities in 26 states, many of which have undergone transformative rehabilitations. To date, Millennia Housing Management manages nearly 30,000 apartment units in their portfolio and of these units, over 21,000 are a combination of LIHTC and HUD Section 8 units.

23. MHM asserts that its mission is “[t]o provide the highest quality of standards in management, operation, and development of affordable and market-rate rental housing, thereby striving to enrich the quality of life for our residents.”³

24. Millennia Housing Development, Ltd. (“MHD”) is a real estate development company that was responsible for recapitalizing and redeveloping several multifamily properties

¹ See Millennia Commercial Group, Ltd., *What We Do*, <https://themillenniacompanies.com/what-we-do-2/millennia-commercial-group-ltd/> (last visited Nov. 8, 2023).

² See Final Rental Tax Credit Application: APP21-B0264 with North Carolina Housing Finance Agency, January 12, 2022

³ See Millennia Commercial Group, Ltd., *What We Do* <https://themillenniacompanies.com/what-we-do-2/property-management/> (last visited December 8, 2023).

across the country. Upon information and belief, MHD applied for and utilized complex finance structures, including the use of tax-exempt and taxable bond issues, Housing Tax Credits, state housing tax credits, soft subsidy loans through state and local governments, bridge loans and private equity investments for use at their affordable properties but MHD failed to allocate the funding to those same properties for proper maintenance, etc.

25. JFK Towers is a 177-unit multi-family, single building development for seniors and those with disabilities located in Durham, North Carolina. JFK Towers has operated as an affordable housing development since it was built. On December 19, 2019, the Millennia Defendants acquired the property from the City of Durham via the City's Rental Assistance Demonstration ("RAD") Program. As a part of this transaction, Millennia agreed to preserve the property for elderly and disabled individuals and to renovate the property in exchange for State and Federal Subsidies. As such, residents of JFK Towers receive certification and rent subsidies originating from the United States Department of Housing and Urban Development ("HUD"). Millennia holds out JFK Towers as "[a]n affordable, income-based housing opportunity for seniors and those with disabilities."⁴

26. Since Millennia acquired the property, residents have faced a variety of habitability violations. These violations have occurred with such regularity and notoriety that local media has featured them extensively.⁵ In addition to local media, residents have provided notice repeatedly

⁴ See Millennia JFK Towers, *Welcome to JFK Towers*, <https://jfk Towers.com/> (last visited Nov. 8, 2023).

⁵ See e.g., Michael Grace, *No Air Condition, Piled-up Trash and Overflowing Bathtubs: Residents of JFK Towers in Durham say they're at their Breaking Point*, WRAL News (Jul. 14, 2023), <https://www.wral.com/story/no-air-conditioning-piled-up-trash-and-overflowing-bathtubs-residents-of-jfk-towers-in-durham-say-they-re-at-their-breaking-poin/20954986/>; Kelsey Coffey & Monica Casey, *Mold, Bugs, Trash, Sewage: JFK Towers Cited for 55 Violations as Frustrations Mount for Residents*, WRAL News (Aug. 7, 2023), <https://www.wral.com/story/mold-bugs-trash-sewage-jfk-towers-cited-for-55-violations-as-frustrations-mount-for-residents/20988967/>; Mark Bergin, *JFK Towers Residents Voice Complaints*, WRAL News (Jul. 14, 2023), <https://www.wral.com/video/jfk-towers-residents-voice-complaints/20955124/>.

of these violations to Millennia. Even so, Millennia has ignored or neglected these complaints to the detriment of the residents at JFK Towers. Indeed, for a number of months, Millennia failed and refused even to maintain on-site management for the property, leaving residents without immediate recourse for their concerns.

27. All complaints contained herein are common to tenants through JFK Towers. Also common amongst the tenants is detrimental reliance upon Defendants' practice of misrepresenting or concealing defects, failing to repair defects reported by tenants, and allowing known dangerous conditions to exist.

28. Relying upon Defendant's representations of its vast property management experience and commitment to service, and Millennia's mission to provide affordable and quality housing, Plaintiffs entered into or remained in lease agreements with the Millennia Defendants.

29. During their tenancy at JFK Towers, Plaintiffs were exposed to a variety of unhealthy, dangerous, and defective conditions that similarly impacted each tenant resident at JFK Towers and that existed at no fault of the tenants, including but not necessarily limited to:

Broken, out-of-service Elevators.

30. Many of the residents of JFK are either physically disabled or otherwise handicapped. The property has housing units throughout all seven (7) floors. The majority of the property's units are above the first floor. To reach these upper units, the residents must use one of three elevators on the property. However, these elevators are frequently out of service, unusable to tenants, or even worse, prone to malfunction trapping residents within them. As well, residents often have no way to leave their floors or, alternatively, are trapped on the first floor and cannot reach their units. Durham County Fire Department and EMS have frequently visited JFK Towers on numerous occasions to rescue residents from broken elevator cars.

31. The elevators have been neglected for years and, upon information and belief, service and repair contracts with Otis Elevator Company were terminated or allowed to expire when Millennia stopped paying the vendor after numerous visits to repair the dilapidated elevator cars.

32. Millennia had actual knowledge of the reasons for why the elevators consistently broke down, but intentionally refused to make the necessary repairs for cost saving purposes.

33. The Fire Department is routinely called to JFK Towers because of tenants trapped inside an elevator.

34. Local EMS has been unable to assist tenants on multiple occasions because of the inoperable elevators. Tenants unable to walk requiring medical assistance are unable to be removed from their units, or the building, because of EMS's gurneys not fitting in the elevators.

35. In addition to the three elevators rarely all operable at the same time, the freight elevator in the building is constantly out of service.

36. Without the use of the freight elevator, a larger more substantial elevator car, construction workers and movers have to use 1 of the working 2 elevators to load and unload heavy equipment and furniture resulting in further wear and stress on the elevators specific for tenants. The weight capacities of these elevator cars are constantly breached and lead to further damage and breaking of the cars.

37. For example, Plaintiff Johnetta Alston (age 61), resident of the 7th floor, has found herself trapped by the defective elevator units on numerous occasions. Ms. Alston suffers from a host of ailments that burden her mobility, such as hypertension, arthritis, chronic pain, fibromyalgia, and sarcoidosis. Because she uses a power chair, Ms. Alston is unable to use the

stairs located on the property. Thus, when the elevators breakdown, she can neither leave her unit or, nor return to her unit.

38. For example, Plaintiff Clayton Meador (age 62) is a resident of the 4th floor and, because of numerous strokes, cannot use the building's stairs. On numerous occasions, Mr. Meador has been unable to leave his floor as a result of the defective elevators. On more than one occasion, Mr. Meador has been unable to receive services from his home health nurse because of the lack of elevator service.

39. For example, Plaintiff. Cynthia Bussey (age 63), a resident of the 2nd floor, has been unable to either leave or reach her unit on numerous occasions as a result of nonfunctional elevators. Ms. Bussey suffers from a variety of medical conditions that have left her nearly immobile. Ms. Bussey cannot use the building's stairs to ascend and descend because she is a known fall risk.

40. For several weeks in December 2023 and at other previous times, none of the three (3) elevators were operable and accessible to tenants on the 6th floor. Tenants have complained and given notice of the inoperable elevators to Millennia but to no avail. Rather than make necessary repairs or installing new, functional elevators, Millennia, at best, will provide a "quick fix" to only 1 or 2 of the 3 total elevators leaving the entire residency of JFK Towers to use no more than 2 recently broke-down elevators.

Frequent termination of the residents' water supply.

41. Several times a week, Millennia turns the property's water off. Millennia has informed residents that these water shutoffs will continue "until further notice" to accommodate various renovations at the property. These water shutoffs often last for eight hours or more at a time and happen at least twice a week. During this time, the residents of JFK Towers have no

running water, nor does Millennia provide the residents with supplemental water. Frequently, these terminations occur without forewarning, and residents are left without the means to bathe or dispose of their toilet waste. When notice is provided to the residents, it typically comes just before Millennia terminates the building's water, leaving residents without adequate time to make the necessary preparations. Many residents keep buckets of standing water in their units in order to be ready for the next water termination.

42. Even with proper notice, Millennia has terminated the water service on the property so many times over that the residents could not have adequately prepared for the lack of water. The elderly and disabled residents of JFK Towers have been injured and deprived of a promised service as a result of the sheer volume of water terminations.

Insect infestation and inadequate pest treatment.

43. Residents have complained of persistent pest infestations throughout the property. Not only do residents face bedbugs, cockroaches, and ants within their homes, but the many communal areas of the property are infested as well. Many residents have suffered bites and scars as a result of these infestations. Millennia has been notified on numerous occasions and through a variety of means about these infestations but neglected to act sufficiently to eliminate them.

44. When left untreated, pest infestations of bedbugs, cockroaches, and ants spread from floor-to-floor and unit-to-unit. Because Millennia failed to take remedial measures to rid JFK Towers of the substantial infestation, every unit has been impacted.

45. The trash chute, where tenants are supposed to dispose of garbage, was clogged for a significant portion of 2023, leading to overflow on all floors (chute has access ports for tenants on each floor) and increased pest problems due to exposed garbage. Upon information and belief, beginning in February 2023, Millennia has failed to pay its exterminators for services rendered,

resulting in their refusals to return and treat the property. Ultimately, the property went untreated and tenants' complaints unaddressed. Millennia's own maintenance workers attempted to respond to pest problems but only half-heartedly and with little success. Further, the extermination services that have been provided are insufficient and minimalist – typically only a few seconds of spraying on the kitchen floor.

46. For example, Plaintiff Linda Freeman (age 80) lived in JFK Towers for over nine years. In June of 2023, Ms. Freeman discovered bedbugs in her apartment. Ms. Freeman immediately notified Millennia staff of the infestation, who instructed her to bag up all her personal belongings in preparation for bedbug treatment. But treatment never came. Ms. Freeman lived in her infested unit for over a month awaiting exterminators. Each day, Ms. Freeman went to Millennia staff and requested that the infestation be treated. Though she was assured each time that the exterminators would come, they never did. During this period, Ms. Freeman slept in her living room to mitigate the bites, but to no avail. After Millennia failed to treat her apartment, Ms. Freeman's daughter moved her from the property.

47. For example, Plaintiff Joshua Allen (age 40) has suffered from a cockroach infestation in his unit for as long as he has lived in it. Not only have the bugs infested his bedroom and living room, but Mr. Allen also often finds the bugs inside of his refrigerator. Since February of 2023, Mr. Allen has requested that Millennia rid his unit of the bugs. Millennia has made insufficient repair attempts to remedy the infestation problem throughout both Mr. Allen's unit and the entire property.

48. For example, Plaintiff Debbie St. Clair (age 70), who suffers from severe brain damage, has lived at JFK Towers since 2018. In early 2023, Ms. St. Clair's unit became infested with both bedbugs and cockroaches. The severity of both infestations resulted in an intervention

by North Carolina Adult Protective Services. After intervention by the State of North Carolina, Millennia sent exterminators to her unit and treated the bedbug infestation. However, to this day, Ms. St. Clair's unit still remains infested with cockroaches.

49. For example, Plaintiff Phyllis Bryant (age 50), who suffers from a severe physical disability, has complained to Millennia about the property's rampant insect infestation since the company took control of the property in 2019. In her own home, Ms. Bryant has combatted both cockroaches and even yellow jackets. The cockroach infestation was so bad that one crawled into Ms. Bryant's drink while she was not looking, and she inadvertently swallowed it. Millennia's negligent installation of an air conditioning unit left a large gap to the outside that Ms. Bryant immediately complained about. Millennia did nothing about the gap. In a short time, yellow jackets entered her unit through the gap and created a nest in her living room light fixture. Millennia took weeks to remove the nest.

50. Millennia's failure to address individual unit's pest problems has led to the spread of infestation between units and across floors encompassing the entire building.

51. Since Millennia's ownership of JFK Towers, the City of Durham has cited Millennia for more than thirty (30) violations regarding pest issues.

52. Currently, at the time of this filing, the tenants of JFK Towers continue to suffer from bedbugs, cockroaches, and the like throughout the property.

Blocked trash chute and overflowing, non-functioning compactor.

53. Residents dispose of their trash via a trash chute. The chute has access ports on each floor, down which the residents drop their trash. However, for numerous months, the trash chute remained clogged from the bottom floor up to the 7th floor. Upon information and belief, the problem occurred when Millennia refused to maintain the bottom floor compactor equipment.

When functioning, this machine would compact the trash and allow for easy extraction by Millennia maintenance staff. However, by allowing this machine to break down and leaving it unrepaired for many months, Millennia created an extended trash problem at the property for many months. As a result, trash rotted within the trash chute, causing insect infestation and stench issues through the property.



54. When the trash could no longer be placed in the trash chute, residents were forced to leave their trash in the hallway outside of the access points. Millennia staff refused to collect the trash. Thus, trash began to pile up throughout the property's seven floors.



55. Upon information and belief, the previous Property Manager notified Millennia's Corporate office of the trash problems at the property on numerous occasions. Millennia refused to ameliorate the problem.

56. Upon information and belief, there should be at least two (2) dumpsters at the property. However, what dumpsters that remain at the property are borderline nonfunctional as they are rusted out and without wheels. Upon information and belief, the city's trash collection service informed Millennia that it is the property owner's responsibility to replace these dumpsters, but Millennia has refused.

General lack of adequate property management and response to tenant complaints.

57. Maintenance deficiencies abound generally throughout the property. These problems have been exacerbated by Millennia's refusal to respond to resident complaints or to keep management onsite. Indeed, for a number of months, the property lacked any onsite management personnel. During this time, Millennia did not provide a channel for residents to file complaints or maintenance concerns. However, even when onsite management has been present, Millennia has refused to respond to maintenance problems at the property.

58. Millennia has failed to properly staff maintenance workers at JFK Towers. Upon information and belief, Millennia's own internal policies require at least two full-time maintenance personnel on the property. However, at most times there is at best one (1) maintenance worker, and for a significant period there was no maintenance staff.

59. During an October 2023 annual inspection of the property by HUD, Millennia was cited for not being fully staffed with maintenance personnel, failing to having a preventative maintenance program in effect for the property, and no evidence of periodic unit inspections.

60. JFK Towers houses disabled and elderly tenants with limited resources. Fortunately, a group of active and concerned tenants have formed a tenants' association to better address and report the numerous condition complaints and repair requests to Millennia. This group meets weekly and makes themselves available to all tenants, especially those with mobility and learning issues. Thanks to these devoted and overly gracious few, the complaints of tenants are memorialized and provided to Millennia. Ultimately, Millennia has actual and constructive knowledge of the myriad of problems throughout the property, but insists on ignoring or failing to properly remedy these conditions.

61. For example, Plaintiff Ethel Jones (age 77) lived in her unit without air conditioning from May to July of 2022. She notified Millennia of the problem, but the company took no action. To keep the heat out of her unit, Ms. Jones hung blankets and towels over the windows. She purchased fans at her own expense to help cool her unit.

62. For example, Plaintiff Henry Owens (age 60) has lived without hot water in his kitchen for over a year, despite numerous complaints to Millennia staff. As well, his toilet and shower drain are frequently clogged and overflow. Millennia has ignored his complaints.

63. For example, Plaintiff Diane Auvle (age 72) has notified Millennia numerous times of the plumbing issues within her unit. In addition to the bathroom sink frequently clogging, the kitchen sink has filled on numerous occasions with sewage. Ms. Avule also suffered from a bedbug infestation that she brought to Millennia's attention. The minimalist treatments by exterminators were ineffective.

64. Poor drainage and leaky plumbing have contributed to backflowing sewage in numerous units and common areas at the property. On numerous occasions, residents have found their bathtubs and sinks filled with foul smelling sewage. Millennia has repeatedly ignored these complaints and delayed their response for weeks, leaving the residents to live in their homes with sewage waste. One particularly egregious incident occurred when sewage filled a bathtub of a 99-year-old resident for several weeks. This was featured on the local news.⁶

65. Recently, a large water main burst on the first floor of the property. The ensuing flood filled the first floor and penetrated many of the first-floor residents' units. Millennia did not assist in clearing the water from the first-floor residents' units nor did the company relocate

⁶ Kelsey Coffey & Monica Casey, *Mold, Bugs, Trash, Sewage: JFK Towers Cited for 55 Violations as Frustrations Mount for Residents*, WRAL News (Aug. 7, 2023), <https://www.wral.com/story/mold-bugs-trash-sewage-jfk-towers-cited-for-55-violations-as-frustrations-mount-for-residents/20988967/>

residents from the flooded area. As the water seeped into the first-floor units, it penetrated the carpet and flooring within the units. Once again, Millennia has failed to provide adequate assistance in helping to resolve these issues.

66. Poor drainage and sanitation have contributed to mold throughout the entirety of the property, both within individual units and common areas at JFK Towers. Residents have alerted Millennia to the presence of mold, but Millennia has taken no action to remediate.

67. For example, Ms. Donna Battiste (age 71) regularly faces sprouting mold and other vegetation within her unit. Recently, Ms. Battiste discovered full-sized mushrooms growing from the wall above her kitchen sink. After receiving photographs of the mushrooms, Millennia sent maintenance (not mold specialists) to Ms. Battiste's unit. These workers plucked the mushrooms and placed plywood over the spot where they had sprouted. To this day, mushrooms and mold continue to sprout around the wood. Millennia has done nothing further to eradicate the mold.

68. For example, Plaintiff Felicia Cozart (age 57) has lived with mold covering the ceiling of her unit since Millennia acquired the property in 2019. As well, the mold has spread to Ms. Cozart's kitchen and the spaces between her cabinets. Despite countless notifications of the mold problem, Millennia has failed to effectively treat Ms. Cozart's unit.

69. For example, Plaintiff Debbie Mayes (age 67) lived for years in unit #513 which was covered with mold. In addition to the spores covering her entire ceiling, the mold had worked itself into her kitchen and bedroom. Ms. Mayes suffers from a severe physical disability and was thus unable to remove the mold from her ceiling. She notified Millennia numerous times of the mold, but the company did nothing. Rather than remediate the mold problem in her unit, Millennia only recently moved Ms. Mayes to another unit, and the reason being not for mold remediation, but only because the entire 5th floor was being renovated in August 2023.

70. Just as with the ongoing pest infestation throughout the building, unaddressed mold in units has led to the spread of mold between units and throughout the hallways and floors.

71. Additionally, Millennia has failed to maintain the communal areas and amenities promised to residents. Though a community laundry room exists at the 177-unit property, the majority of the washing and drying machines do not function. Upon information and belief, residents had access to just one (1) washing machine and two (2) dryers for a number of months.

72. On numerous occasions the waterlines to the washing machines have burst, spilling water onto the floor of the laundry room. When this occurs, Millennia staff often allow the water to sit stagnant for days at a time, presenting a fall risk to those residents who attempt to use the laundry facilities. Moreover, the electrical outlets in the laundry room sit at floor-level and lack waterproofing, allowing water to flow into them. Thus, many residents fear electrocution when using the laundry room.

73. The laundry room itself is insufficient for a 177-unit building. Not only do half of the machines not work, but the size of the room is inadequate for tenants using mobility scooters to maneuver around.

74. In addition to the limited and often non-functioning laundry machines, tenants are subjected to the exposure of pests in the laundry room and inadvertently exposed to the spreading of pests from their clothes hampers back to their units

Drawn-out renovation process with tenants in residence.

75. When Millennia took over the JFK Towers, it promised the city of Durham that construction at the property would be completed by September of 2022.⁷ Well over a year later, construction continues on the property with no end in sight. Indeed, as of January 2024, upon

information and belief, Millennia has not completed renovations on even half of the building's floors.

76. Worse still, Millennia has elected to leave the residents within the building while conducting major renovations. Elderly and disabled residents must endure workers entering their units, constant dust and debris, loud construction equipment and hammering, interrupted water service, and countless other encumbrances while Millennia meanders towards completing the project.

77. Residents report that the sounds of construction often begin early in the morning and continue well into the evening. Upon information and belief, construction sometimes occurs even on the weekends. Residents have been forced to navigate a labyrinth of workmen, supplies, construction equipment, and materials. Despite being aware of the residents' complaints about these renovations, Millennia has refused to provide alternative off-site housing options for the residents. On numerous occasions, these disruptions have injured residents or deprived them of the use of their home.

78. For example, Ms. Bryant suffers from a severe physical disability that has rendered her a fall risk. Often times, the hallways on her floor are filled with construction materials. She has complained numerous times to Management about the obstacles in the hallways, but Millennia has refused to move them.

79. As mentioned, Millennia has refused to provide alternative off-site housing for the elderly and disabled residents at JFK Towers. Instead, Millennia has shuffled the residents from floor to floor as renovations slowly progress. Residents receive sometimes as little as 2 weeks' notice that they must vacate their unit and move all of their belongings to another floor. Millennia

provides minimal junk hauling services but the residents must pack their personal items and relocate them on their own and at their own expense.

80. What renovations have been made are poorly constructed and improper. Tenants have complained about newly installed windows leaking in both apartment units and common areas as well as improper bathroom renovations with sinks and shower not meeting ADA standards.

81. Despite the delayed and dilatory renovations to JFK Towers, Millennia continues to collect each unit's HUD subsidy (approx. \$700 - \$900/mo per unit) while the renovations persist. Millennia continues to receive the full-market value (\$1,070/mo) while each unit is either under construction or yet to be renovated and in disrepair. Regardless of which situation a tenant finds themselves in, the value of each unit is still severely diminished for its uninhabitable condition.

Dangerous lack of fire safety and building security.

82. Since Millennia's ownership of JFK Towers, the City of Durham Fire Department ("Durham Fire Dept.") has been consistently called to the property for malfunctioning or nonworking smoke detectors and fire alarms.

83. On or about February 21, 2023, the Durham Fire Dept. inspected the property and found Millennia in violation of not testing the automatic sprinkler system or fire alarm system before occupancy. In addition, the inspector noted missing sprinkler heads in several units' closets.

84. On or about July 27, 2023, the Durham Fire Dept. inspected the property and cited Millennia for several fire safety violations including but not limited to:

- 1) Exit signs not working or not depicting correct paths of egress;
- 2) Fire department connections (FDC) obstructed;
- 3) Defective fire panel for complex;

- 4) Deficiencies with sprinkler report;
- 5) Deficiencies with fire pump report;
- 6) Lacking standby power for elevators as accessible means of egress;
and
- 7) Missing generator service report.

85. Rather than make immediate repairs to the fire safety violations within the required thirty (30) days, Millennia requested an extension of over one hundred (100) days to December 20, 2023 to make all repairs. Elsewhere, Millennia has refused to bring their properties into accordance with local fire codes. As a result, fires and explosions have destroyed several Millennia properties, resulting in deaths, injuries, and/or the destruction of residents' property. Here are such examples:

- 1) Forest Cove Apartments in Atlanta, Georgia (*Fire at Forest Cove Apartments Extinguished, Damages Building*, WXIA 11ALIVE, <https://www.11alive.com/article/news/local/forest-cove-apartments-fire/85-43bf0a5b-d9ad-43c5-a671-b3956bebd414> (Nov. 30, 2023)) (resulting in the total loss of the property)
- 2) Shorter College Gardens in Little Rock, Arkansas (*Tenants File Lawsuit, Describe Living Conditions as 'Unbearable' at North Little Rock Apartment*, KTHV 11, <https://www.thv11.com/article/news/local/tenants-file-lawsuit-against-north-little-rock-apartment/91-22cef4c1-943d-4a5c-9af0-54103e872828> (Dec. 19, 2023)) (resulting in three deaths and multiple injuries).

- 3) Gabriel Tower in Kansas City, Missouri (*Residents Evacuated from Gabriel Tower Apartment Building After It Started Filling With Smoke*, KMBS News 9, <https://www.kmbc.com/article/kansas-city-missouri-fire-gabriel-tower-evacuated/43604595> (Apr. 14, 2023)) (resulting in roughly a dozen displaced residents).

86. Because Millennia refuses to provide consistent on-site management, residents have little protection from intruders. Trespassers frequently enter the property without lawful reason for their presence. This has resulted in robberies, threats, and physical assaults upon the residents of the property. Upon information and belief, certain individuals use the property for the commission of drug deals. Numerous residents have witnessed these exchanges.

87. Beginning in 2022, Millennia had stopped paying a vendor responsible for the keycard entry system to the building. Once the system ultimately broke, and no company to fix, both the front and back doors would be left open to allow tenants, and anyone else who wanted, free entry to the building.

88. Currently, there are no operable security cameras in the front of the building and lobby. Tenants have had to purchase and install personal “Ring cameras” to the front of their units as their only security option.

89. In early December 2023, the automatic front door of JFK Towers remained open, broken, and unable to close allowing any person to enter without the need of a key fob. Not only is this a serious security issue, but the broken front door led to further lack of heat in the building during the colder days. As of early January 2024, this door still remains open to the elements.

Housing Code Violations.

90. Finally, Millennia has failed and refused to address dozens of citations which it has received for violating Durham Housing Codes. As of November 8, 2023, JFK Towers had 20 open cases with the Durham Neighborhood Improvement Services (“NIS”) for such violations. Open violations include, among other things, missing ceiling tiles, loose flooring, inoperative and leaking HVAC units, cracks in walls that leave units exposed to the outdoors, lack of hot water, and insect infestation.

91. On November 14, 2023, North Carolina Quadel (“Quadel”) submitted to Millennia its inspection report pursuant to an annual HUD review of multifamily housing projects. Quadel inspected the property on October 19, 2023, and found the following violations, inter alia:

- 1) Property not maintained – parking lot, building exterior, hallways, and overall need of painting;
- 2) Failure to conduct periodic unit inspections and failure to maintain a preventative maintenance program as evident in the condition of the units and common areas;
- 3) Property not fully staffed with maintenance personnel;
- 4) No evidence of periodic unit inspections. Unclear whether any periodic unit inspections were conducted after 2021; and
- 5) General management operations – failure to demonstrate effective management experience and acceptable operating procedures.

92. Based on the recent inspection of JFK Towers, Millennia was given an overall rating of “below average” with a score of 61 out of 100.

93. Just as with the Durham Fire Dept.'s fire safety violations, Millennia fails to make building code repairs and improvements with reasonable promptness but rather seeks drawn out extensions of time to remedy violations leaving the tenants to live in a building out of compliance.

Unauthorized/Excessive Late Fees Charged

94. Upon information and belief, Millennia requires all tenants to sign the same, standard "MODEL LEASE FOR SUBSIDIZED PROGRAMS" (hereinafter "the Model Lease"). A true and correct copy of which is attached hereto as **Exhibit 1**.

95. The Model Lease is a boilerplate template provided by the United States Department of Housing and Urban Development ("HUD").

96. The Model Lease provides the obligations and duties owed to both the tenant and landlord during the term of the tenancy, including but not limited to length of term, tenant's share of rent, charges for utilities and services, and charges for late payments, among other things.

97. The Model Lease states Millennia may charge a late fee for unpaid rent if not paid by the end of the 5th day of the month. P. 1, ¶15 of Model Lease. Specifically, Millennia "may collect a fee of \$5 charge on the 6th day of the month. Thereafter, [Millennia] may collect \$1 for each additional day the rent remains unpaid during the month it is due." *Id.*

98. JFK Towers is a subsidized housing complex with its tenants only paying a portion of their rent based on their income and Millennia receiving a subsidy for the remaining rent of each tenant.

99. The Model Lease, based on a tenant's income, states the monthly portion of rent the tenant is responsible.

100. Upon information and belief, each of the 177 units at JFK Towers has a fair market value of \$1,070/mo.

101. For example, Plaintiff Bryant's portion of rent she is responsible is \$283/mo, with the remaining \$787 being paid to Millennia by government subsidy.

102. Under the late fee provision of the Model Lease, Plaintiff Bryant would be susceptible to a maximum monthly late fee of \$30.

103. The North Carolina Residential Rental Agreements Act, N.C.G.S. § 42-38, *et seq.*, sets the maximum late fee, of monthly rent, at \$15 or 5%, whichever is greater. N.C.G.S. § 42-46. Furthermore, for subsidized housing under HUD, the late fee "shall be calculated on the tenant's share of the contract rent only, and the rent subsidy shall not be included." N.C.G.S. § 42-46(h)(5).

104. Under the late fee provisions of the Residential Rental Agreements Act, Plaintiff Bryant should only be susceptible to a maximum monthly late fee of \$15⁸, not \$30.

105. Upon information and belief, Millennia owns and manages over 16,000 apartment units across the country.

106. Upon information and belief, Millennia did not care to research, review, or revise the Model Lease pursuant to the applicable North Carolina Residential Rental Agreements Act, N.C.G.S. § 42-38, *et seq.*

107. Millennia intentionally misrepresented the amount of late fees it could recover from Plaintiffs and others similarly situated.

108. Upon information and belief, Millennia collected or attempted to collect, through verbal and written communications, the illegal late fee from Plaintiffs and others similarly situated within the applicable statutes of limitations.

⁷ \$15 or 5%, whichever is greater. 5% of \$283 = \$14.15.

CLASS ACTION ALLEGATIONS

109. The foregoing allegations are hereby realleged and incorporated herein by reference.

110. Pursuant to North Carolina Rule of Civil Procedure 23, Plaintiffs have brought this action individually and on behalf of the following Class:

Habitability Housing Class:

All JFK Towers tenants who, within the applicable statute of limitations period, paid rent to Defendants for uninhabitable housing.

Excessive Late Fee Class:

All JFK Towers tenants who, within the applicable statute of limitations period, were charged and paid late fees in excess of the Residential Rental Agreements Act.

111. Excluded from the proposed classes are: (a) any Judge or Magistrate presiding over this action and members of their families; (b) Millennia Defendants and any entity in which Defendants have a controlling interest, including its legal representatives, assigns and successors; and (c) all persons and entities who properly execute and file a timely request for exclusion from a class.

112. *Numerosity:* Plaintiffs are unable to provide a specific number of members of the proposed classes because that information is solely in the possession of Millennia Defendants. However, the exact number of class members, including the names and addresses of all class members, will be easily ascertained through a review of Defendants' business records. Upon information and belief, the putative class contains at least a hundred and is therefore so numerous that joinder of all members would be impracticable.

113. *Commonality:* Each and every member of the proposed class is subject to Millennia Defendants' policies and procedures and leases. Common questions of law and fact predominate

over any individual issues that may be presented, because Defendants have a pattern, practice, and policy of neglecting its properties, failing to maintain units, refusing to make necessary repairs, and charging illegal late fees in a manner that violates state landlord-tenant laws.

114. *Typicality*: The claims of Plaintiffs are typical of the claims of the proposed Class, and all are based on the same facts and legal theories, as all such claims arise out of Millennia Defendants' conduct.

115. *Adequate Representation*: Plaintiffs are adequate representatives of the Class in that the Plaintiffs have no antagonistic or conflicting claims with any other member of the Class. Plaintiffs have also retained counsel experienced in the prosecution of complex class actions, specifically including experience with consumer class actions.

116. Neither Plaintiffs nor their counsel have any interest that might cause them to not vigorously pursue this action. Plaintiffs are aware of the responsibilities to the putative Class and have accepted such responsibilities.

117. *Predominance and Superiority*: The class is appropriate for certification because questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual joinder of all members of the class is impracticable. Should individual class members be required to bring separate actions, this Court or courts throughout North Carolina would be confronted with a multiplicity of lawsuits burdening the court system while also creating the risk of inconsistent rulings and contradictory judgments. In contrast to proceeding on a case-by-case basis, in which inconsistent results will magnify the delay and expense to all parties and the court system, this class action presents far fewer management difficulties while providing unitary adjudication, economies of scale, and

comprehensive supervision by a single court. Further, Millennia Defendants have acted and refused to act on grounds generally applicable to the proposed class, thereby making appropriate final injunctive and declaratory relief with respect to the class as a whole.

FIRST CLAIM FOR RELIEF:

BREACH OF WARRANTY OF HABITABILITY

118. The foregoing allegations are hereby realleged and incorporated herein by reference.

119. At all times relevant, Defendants were obligated to maintain the property in accordance with the Residential Agreements Act of 1977, as amended, N.C. Gen. Stat. § 42-38, *et. seq.* (hereinafter “Residential Rental Agreements Act”).

120. At all times relevant, Plaintiffs were tenants within the meaning of the Residential Rental Agreements Act.

121. Under the Residential Agreements Act, Defendants had a statutory duty “to put and keep the premises in a fit and habitable condition” pursuant to N.C. Gen. Stat. § 42-42(a)(2).

122. Plaintiffs have on numerous occasions placed Defendants on notice of the aforementioned defects noted hereinabove.

123. Defendants failed to provide necessary maintenance and failed to make necessary repairs to ensure that the property was in a fit and habitable condition.

124. Defendants’ failures to put and keep the property fit and habitable condition breached the statutory obligation of habitability in violation of N.C. Gen. Stat. § 42-42. These failures are also breaches by Defendants of their lease obligations to the tenants.

125. Plaintiffs suffered actual damages as a direct and proximate result of Defendants’ violation of the Residential Agreements Act and their tenant leases. These damages include but

are not limited to rent abatement, mental anguish, emotional distress, frustration, upset, and inconvenience. The fair market values of the rent paid in recent years has been \$1,070 per month; the actual value of the rent under the conditions described amounts to only \$70 per month.

SECOND CLAIM FOR RELIEF:

UNFAIR AND DECEPTIVE TRADE PRACTICES

126. The foregoing allegations are hereby realleged and incorporated herein by reference.

127. At all times relevant, Millennia Defendants have been engaged in commerce through the business of renting residential dwellings.

128. Plaintiffs are consumers of Defendants' rental property JFK Towers.

129. Despite the units at JFK Towers remaining uninhabitable and unfit due to the conditions described hereinabove, including but not limited to defective elevators, inadequate water supply, bedbug infestation, cockroach infestation, mold contamination, and standing sewage, Defendants have continued to demand and collect full market rent from the Plaintiffs.

130. By failing to put and maintain the home in a fit and habitable condition, by continuing to rent the units in an unfit condition without making appropriate attempts to remedy the unfit conditions, by continuing to demand and collect full market rent while the premises were unfit and uninhabitable, Defendants' acts were contrary to public policy, unethical, oppressive, unscrupulous, unfair, and substantially injurious to Plaintiffs, and constitute unfair and deceptive trade, acts, or practices in violation of N.C. Gen. Stat. § 75-1.1

131. Millennia Housing Management, Ltd. states its mission as "highest quality of standards in the management, operation, and development of affordable and market rate rental housing. . . ." Millennia also advertises its "vast experience" in property management and touts

over 30,000 units under its management. Millennia promotes JFK Towers as “maintenance-free living” designed for the convenience of the elderly and disabled. In its promotional materials, Millennia advertises the property’s amenities as including two elevators, an on-site management office, on-site laundry, heating, and a controlled access entrance. Upon information and belief, all of these advertised amenities are regularly unavailable or out of service for weeks or months at a time.

132. In order to secure government financing to renovate JFK Towers, Millennia submitted a development schedule providing for construction to be completed at the end of September, 2022. Upon information and belief, as of November 2023, Millennia has only completed construction for two of JFK Towers’ seven floors.

133. Plaintiffs reasonably relied upon Defendants’ misrepresentations noted herein in choosing to rent and live at JFK Towers. These representations were false, and Defendants knew they were false.

134. Plaintiffs have been actually injured, as more fully described above, as the direct and proximate result of Defendants’ conduct. There has been an unwarranted refusal by the Defendants to appropriately remedy the matters complained of herein.

135. As a result of Defendants’ unfair and deceptive acts, Plaintiffs are entitled to have their damages trebled pursuant to N.C. Gen. Stat. § 75-16, and to recover reasonable attorneys’ fees and costs pursuant to N.C. Gen. Stat. § 75-16.1.

THIRD CLAIM FOR RELIEF

NEGLIGENCE

136. The foregoing allegations are hereby realleged and incorporated herein by reference.

137. Millennia Defendants, as the owners and operators of a residential complex

specifically designated for elderly and disabled, have a duty to exercise reasonable care in the maintenance of its properties. Millennia Defendants breached that duty in the following respects, among others:

- 1) Failing to comply with industry standards and regulations regarding the property management and maintenance of premises;
- 2) Failure to comply with all applicable elevator safety requirements;
- 3) Failure to make all repairs and do whatever is necessary to put and keep the premises in a fit and habitable condition;
- 4) Failure to keep all common areas of the premises in safe condition;
- 5) Failure to maintain in good and safe working order and promptly repair all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appliances supplied or required to be supplied by the landlord;
- 6) Failure to provide adequate and operable smoke alarm and fire egresses;
and
- 7) Failure to provide reasonable notice of water and sewer service shutoff to allow for alternative means.

138. The above acts constitute negligence and were each a proximate cause of the occurrences in question. Further, the acts and omissions of Millennia Defendants proximately caused Plaintiffs' damages.

139. At all times, Millennia Defendants knew or should have known that subject premises were not equipped with working elevators, operable trash chute and compactor, adequate security, mold-free units, and fire protective measures. As a result, Millennia Defendants were

aware that the apartments were not reasonably safe for their residents.

140. Despite its knowledge of these unsafe conditions, Millennia Defendants failed to remedy or address the unsafe conditions and inadequacies.

141. As a direct and proximate result of the collective negligence and breach of duty of care of Millennia Defendants, Plaintiffs suffered serious injuries. As a result, Plaintiffs seek recovery for emotional distress, economic, non-economic, actual, compensatory, incidental, and consequential damages.

FOURTH CLAIM FOR RELIEF

NORTH CAROLINA DEBT COLLECTION ACT, N.C.G.S. § 75-50, *et seq.*

142. The foregoing allegations are hereby realleged and incorporated herein by reference.

143. Millennia Defendants are “debt collectors” as defined by the NCDCA, N.C.G.S. § 75-50.

144. Plaintiffs are each a “consumer” as that term is defined by N.C.G.S. § 75-50.

145. The NCDCA prohibits debt collectors from collecting or attempting to collect any debt alleged to be due and owing by any fraudulent, deceptive or misleading representation including but not limited to falsely representing the character, extent, or amount of a debt against a consumer. N.C.G.S. § 75-54(4).

146. The NCDCA prohibits debt collectors from falsely representing that an existing obligation of the consumer may be increased by the addition of attorney's fees, investigation fees, service fees, or any other fees or charges. N.C.G.S. § 75-54(6).

147. The NCDCA prohibits debt collectors from collecting or attempting to collect any interest or other charge, fee or expense incidental to the principal debt unless legally entitled to such fee or charge. N.C.G.S. § 75-55(2).

148. Millennia Defendants violated the NCDCA by, *inter alia*:

- 1) Charging a late fee for unpaid rent in excess of the statutory limit prescribed under the Residential Rental Agreements Act;
- 2) Misleading Plaintiffs in the authority, or lack thereof, to charge and collect the excessive late fees; and
- 3) Misrepresenting to Plaintiffs that the amount of the late fee will continue to increase if unpaid despite exceeding the statutory limit.

149. As a result of Millennia Defendants' unlawful attempts to collect debt, Plaintiffs and the Excessive Late Fee Class are entitled to actual and statutory damages per violation, as well as their reasonable attorneys' fees.

FIFTH CLAIM FOR RELIEF

BREACH OF CONTRACT

150. The foregoing allegations are hereby realleged and incorporated herein by reference.

151. Millennia Defendants' lease agreement⁹, HUD Form 90105a, provides that the landlord's obligations, *inter alia*, are to:

- 1) regularly clean all common areas of the project;
- 2) maintain the common areas and facilities in a safe condition;
- 3) arrange for collection and removal of trash and garbage;
- 4) maintain all equipment and appliances in safe and working order;
- 5) make necessary repairs with reasonable promptness;
- 6) maintain exterior lighting in good working order;

⁸ See attached Exhibit 1, Model Lease.

- 7) provide extermination services, as necessary, and
- 8) maintain grounds and shrubs.

152. Millennia Defendants' failure to maintain JFK Towers in a decent, safe, and sanitary condition per the rental agreement constitutes breach of contract and duty of good faith and fair dealing.

153. That as a direct and proximate result of Millennia Defendants' breach of contract the Plaintiffs have been damaged in an amount to be proven at trial.

SIXTH CLAIM FOR RELIEF (in the alternative)

UNJUST ENRICHMENT

154. The foregoing allegations are hereby realleged and incorporated herein by reference.

155. Plaintiffs and the proposed class members have paid to Millennia Defendants amounts in excess of both their legal obligations and of the actual value of the rent under the conditions described above.

156. Millennia Defendants have wrongfully benefited and been unjustly enriched from collecting these excessive costs and fees.

157. Millennia Defendants have received a measurable benefit from the collection of these fees and knowingly accepted that benefit.

158. Plaintiffs did not pay the excessive costs and fees gratuitously.

159. As a result of Millennia Defendants' unjust enrichment by collecting excessive costs and fees, Plaintiffs and the proposed classes are entitled to an amount to be proven at trial.

WHEREFORE, Plaintiffs, and all others similarly situated, pray the Court for judgment as set forth below:

1. Certifying this action as a class action as provided by Rule 23 of the North Carolina Rules of Civil Procedure, appointing Plaintiffs as class representatives, and appointing the undersigned as Class Counsel;
2. Adjudging that Millennia Defendants violated the Warranty of Habitability, and awarding Plaintiffs and proposed class members their actual damages including but not limited to rent abatement, mental anguish, emotional distress, frustration, upset, and inconvenience;
3. Adjudging that Millennia Defendants violated the UDTPA, and awarding Plaintiffs and proposed class members actual and statutory damages, their reasonable attorneys' fees and costs incurred;
4. Adjudging that Millennia Defendants were negligent and breached their duty of care to Plaintiffs and proposed class members, and awarding emotional distress, economic, non-economic, actual, compensatory, incidental, and consequential damages;
5. Adjudging that Millennia Defendants violated the NCDCA sections as enumerated above, and awarding Plaintiffs and proposed class members actual and statutory damages, along with their reasonable attorneys' fees;
6. Adjudging that Millennia Defendants have been unjustly enriched and awarding Plaintiffs and proposed class members actual damages;
7. That the compensatory damages of Plaintiffs and proposed class members be trebled by the Court pursuant to Chapter 75 of the North Carolina General Statutes;
8. That the costs of this action be taxed to Millennia Defendants;
9. For a trial by jury on all issues so triable; and
10. For such other relief as the Court deems just and proper.

This the 19th day of January, 2024.

Respectfully submitted,

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