

FELDMAN SHEPHERD WOHLGELERNTER TANNER WEINSTOCK & DODIG, LLP

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Identification No.: 23210/206374

Attorneys for Plaintiff

21st Floor
1845 Walnut Street
Philadelphia, PA 19103
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ANGEL DAVIS

Plaintiff

v.

GIRARD COURT APARTMENTS, LP

1500 Market Street, Suite 3310E
Philadelphia, PA 19120

and

ODIN PROPERTIES, LLC

1500 Market Street, Suite 3310E
Philadelphia, PA 19120

and

MARISA S. SHUTER

123 South Broad Street, Suite 1645
Philadelphia, PA 19109

and

(continued on next page)

COURT OF COMMON PLEAS
PHILADELPHIA COUNTY

TERM, 2023

No.

Major Non-Jury

NOTICE TO PLEAD

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claim set forth against you.

You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP

**LAWYER REFERENCE SERVICE
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(215) 238-1701**

AVISO

Le han demandado a usted en la corte. Si desea defenderse contra las quejas presentadas, es absolutamente necesario que usted responda dentro de 20 días después de ser servido con esta demanda y aviso. Para defenderse es necesario que usted, o su abogado, registre con la corte en forma escrita, el punto de vista de usted y cualquier objeción contra las quejas en esta demanda.

Recuerde: Si usted no responde a esta demanda, se puede proseguir con el proceso sin su participación. Entonces, la corte puede, sin notificarlo decidir a favor del demandante y requerirá que usted cumpla con todas las provisiones de esta demanda. Por razón de esa decisión, es posible que usted pueda perder dinero, propiedad o otros derechos importantes.

"LLEVE ESTA DEMANDA A UN ABOGADO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CON SEGUIR ASISTENCIA LEGAL.

**SERVICIO DE REFERENCIA LEGAL
ONE READING CENTER
1101 MARKET STREET
PHILADELPHIA, PA 19107
(215) 238-1701**

LAMONT DANIELS
8248 Rockwell Avenue, Apartment B19
Philadelphia, PA 19111
and
PROTECTIVE FORCE & FUGITIVE
RECOVERY, LLC
67 Buck Road, Suite 142
Huntington Valley, PA 19006

Defendants

CIVIL ACTION COMPLAINT

I. INTRODUCTION

1. Plaintiff Angel Davis was shot in the head in her own apartment, on March 29, 2023, by Lamont Daniels, a private security contractor. Mr. Daniels had been hired by Angel Davis' landlord, Girard Court Apartments, LP, and its property manager, Odin Properties, LLC, to enforce a rental agreement for the non-payment of rent.

2. At the time of the shooting, Daniels was acting as a "deputy landlord-tenant officer" at the direction of the "landlord-tenant officer" Marisa Shuter, who runs a private for-profit business offering armed security contractors for hire to perform evictions.

3. Ms. Shuter is and was woefully unqualified to operate an armed security company; she has no formal hiring criteria for security contractors, provides no training to her security contractors, has no written policies and procedures as to how evictions should be carried out, and has no written policies and procedures regarding the use of deadly force in the performance of evictions.

4. Girard Court Apartments, LP, and its property manager, Odin Properties, LLC, knew or should have known that the landlord-tenant officer, Marisa Shuter, and her armed private security contractors, including Lamont Daniels, were unqualified to safely carry out civil evictions,

but nevertheless elected to hire the landlord-tenant officer over the Philadelphia Sheriff's Department due to the difference in cost for the service of writs and the performance of lockouts.

5. Girard Court Apartments, LP, and its property manager, Odin Properties, LLC, further failed to take appropriate steps to ensure that evictions conducted on their behalf were performed in a safe, lawful and appropriate manner.

6. As a result of the aforementioned negligent and reckless conduct of the Defendants, Ms. Davis has sustained severe and permanent injuries including a gunshot wound to the head, a traumatic brain injury, and severe emotional distress, which has greatly impacted her ability to independently engage in the activities of daily living.

II. THE PARTIES

7. Plaintiff Angel Davis (hereinafter referred to as "plaintiff" and/or "Ms. Davis") was at all times material hereto an adult citizen of the Commonwealth of Pennsylvania, residing at 2101 North College Avenue, Apartment D3, Philadelphia, Pennsylvania 19121.

8. Defendant Girard Court Apartments, LP (sometimes referred to as "Girard Court Apartments" and/or "Girard Court") is and was at all times material hereto a limited partnership organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, with a registered office at 1500 Market Street, Suite 3310E, Philadelphia, Pennsylvania 19120.

9. Defendant Odin Properties, LLC (hereinafter sometimes referred to as "Odin Properties" and/or "Odin") is and was at all times material hereto a limited liability company organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, with a registered office at 1500 Market Street, Suite 3310E, Philadelphia, Pennsylvania 19120.

10. At all times material hereto, Odin Properties was responsible for maintaining and managing the apartment complex located at 2101 North College Avenue that was owned by defendant Girard Court.

11. At all times material hereto, Odin Properties acted as the agent, servant, and/or employee of Girard Court, acting within the course and scope of its employment, service, or agency.

12. Defendant Marisa S. Shuter (hereinafter referred to as “Ms. Shuter”) is and was at all times material hereto a citizen of the Commonwealth of Pennsylvania, with a business address at 123 South Broad Street, Suite 1645, Philadelphia, Pennsylvania 19109.

13. At all times material hereto, Ms. Shuter operated an unincorporated for-profit business providing armed security contractors for hire to landlords in the City of Philadelphia for the purpose of carrying out civil evictions.

14. At all times material hereto, Ms. Shuter acted as the agent, servant, and/or employee of Defendants Girard Court and Odin Properties, acting within the course and scope of her employment, service, or agency.

15. Defendant Lamont Daniels (hereinafter referred to as “Mr. Daniels”) is and was at all times material hereto a citizen of the Commonwealth of Pennsylvania, residing therein at 8248 Rockwell Avenue, Apartment B19, Philadelphia, Pennsylvania 19111.

16. At all times material hereto, Mr. Daniels acted as the agent, servant, and/or employee of Ms. Shuter, Girard Court, and Odin Properties, acting within the course and scope of his employment, service, or agency.

17. Defendant Protective Force & Fugitive Recovery, LLC (hereinafter sometimes referred to as “Protective Force”) is and was at all times material hereto a limited liability company

organized and existing pursuant to the laws of the Commonwealth of Pennsylvania, with a business address at 67 Buck Road, Suite 142, Huntington Valley, Pennsylvania 19006.

18. At all times material hereto, Mr. Daniels was the sole owner and operator of Protective Force, which is vicariously liable for his acts and omissions.

19. Plaintiff's injuries and damages were proximately caused by the negligent and reckless conduct of the defendants, acting individually and/or through their respective agents, servants, and employees as set forth in this Complaint.

20. The acts and omissions of the defendants increased the risk of harm to plaintiff, and were a substantial contributing factor to, and a factual cause of, her injuries, damages, and losses.

III. FACTUAL BACKGROUND

A. The History of Marisa Shuter and the Landlord-Tenant Office

21. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

22. Each year approximately 5,000 residential evictions are carried out in Philadelphia County in which residents are locked out of their homes.

23. The vast majority of these residential evictions are orchestrated by a private attorney, Defendant Marisa Shuter, who has been appointed as a "landlord-tenant officer" by the President Judge of the Municipal Court of Philadelphia.

24. Despite her appointment by the Court, Ms. Shuter runs the landlord-tenant office as a private for-profit business which is independent of the City of Philadelphia and the First Judicial District, and which provides eviction services directly to landlords through a force of private armed security guards who describe themselves as "deputy landlord-tenant officers."

25. Ms. Shuter has no education, training, or experience in law enforcement, private security, or the performance of evictions outside of her activity with the landlord-tenant office.

26. Ms. Shuter has no hiring criteria for those who she employs as armed security guards to conduct evictions with respect to their training or experience in law enforcement, private security, or the performance of evictions.

27. Ms. Shuter has no written policies or procedures for the landlord-tenant office regarding how a reasonably safe and lawful eviction should be carried out.

28. Ms. Shuter has no written policies or procedures for the landlord-tenant office regarding the use of weapons or deadly force in the performance of an eviction.

29. Ms. Shuter does not provide education or training to the private security guards whom she employs regarding how an eviction should be conducted, conflict de-escalation, and/or the use of force.

30. In the Summer of 2020, a series of news articles were widely circulated and publicized regarding Ms. Shuter, the landlord-tenant office, and the manner in which evictions were being carried out by the landlord-tenant office in Philadelphia.

31. The articles called into question Ms. Shuter's qualifications to hold the position of landlord-tenant officer, highlighted a perceived lack of due process for tenants facing eviction, and criticized the overall lack of transparency in the operations of the landlord-tenant office.

32. On information and belief, Ms. Shuter was unqualified to oversee a force of armed security guards or to take measures to assure the safety of tenants facing eviction in the City of Philadelphia.

33. Defendants Girard Court Apartments and Odin Properties knew or should have known that Ms. Shuter was unqualified to oversee a force of armed security guards and knew or should have known that the safety of their tenants facing eviction in the City of Philadelphia,

including the safety of Plaintiff Angel Davis, was at risk in evictions arranged by the landlord-tenant office.

34. Despite awareness that Ms. Shuter was unqualified to oversee a force of armed security guards and that the safety of their tenants facing eviction was at risk, Defendants Girard Court Apartments and Odin Properties failed to hire a responsible contractor to perform evictions and lockouts, such as the Philadelphia Sheriff's Department, or to take other measures to ensure the safety of their tenants.

B. The Municipal Court Proceeding Against Angel Davis

35. On October 26, 2021, Defendant Girard Court Apartments initiated a Landlord-Tenant Complaint in Philadelphia Municipal Court against the occupants of 2101 North College Avenue, Apartment D3, including Ms. Davis.

36. A Judgment for Possession was entered on June 14, 2022, a Writ of Possession was filed with the Court on September 14, 2022, and an Alias Writ of Possession was filed on September 30, 2022.

37. On October 8, 2022, a Writ of Possession was posted on the door of 2101 North College Avenue, Apartment D3, by an unidentified Deputy Landlord-Tenant Officer. The Notice provided that the occupants had until October 19, 2022 to vacate the premises.

38. Two Motions to Stay Eviction were filed on behalf of the occupants of 2101 North College Avenue, Apartment D3. Both Motions were denied, the latter of which was denied on February 3, 2023.

39. On March 21, 2023, Defendant Girard Court Apartments filed a Petition to Extend the 180 Day Rule, which was granted by the Court on that same day, and defendant Girard Court Apartments was granted an additional 45 days to complete the eviction process.

40. Ms. Davis did not know that Defendant Girard Court Apartments was granted additional time to complete the eviction, or that an eviction from her home was imminent, as there were no new postings on her door by either the landlord-tenant office, Girard Court Apartments, or Odin Properties.

C. The Shooting of Angel Davis

41. On the morning of March 29, 2023, Defendant Lamont Daniels arrived at Girard Court Apartments wearing green pants, a long black sleeved shirt, and a bullet proof vest.

42. Defendant Daniels was equipped with pepper spray and a firearm.

43. Although Defendant Daniels possesses a training certificate for having completed a taser course, it is unclear if he was in possession of a taser on March 29, 2023.

44. Defendant Daniels gained access to the apartment building and Apartment D3 with the assistance of a female property manager and two other males.

45. At approximately 9:07 a.m., a phone call was placed to 911 by the female property manager who gave Defendant Daniels access to the Girard Court Apartments.

46. The female stated that “I have a current lockout that I’m doing at my property at Girard Court, 2101 North College Ave. The sheriff needs back up. It sounds like somebody might have shot a gun...”

47. Defendant Daniels called 911 only seconds after the female property manager initially contacted 911. Defendant Daniels’ statements to 911 included the comment that “I was trying to serve an eviction. I was just assaulted. Tenant barricade themselves inside the apartment.”

48. Defendant Daniels informed the 911 dispatcher that he deployed pepper spray after the tenant had attacked and assaulted him, but that he did not know whether any weapons were involved.

49. Defendant Daniels told the 911 dispatcher where he would meet the police: "Have them come to the courtyard. I'll let them inside the door of the courtyard way."

50. Defendant Daniels did not advise the 911 dispatcher that he had discharged his firearm or that he had shot Ms. Davis.

51. Only two minutes later, Defendant Daniels made a second call to 911 from the courtyard of Girard Court Apartments informing the dispatcher for the first time that he had shot Ms. Davis:

DISPATCHER 251: Philadelphia Police

MALE SPEAKER: Yeah, this is Officer (inaudible). Shots fired, shots fired at my location.

DISPATCHER 251: Where?

MALE SPEAKER: 2101 North College Avenue. Shots fired.

DISPATCHER 251: Hold on, are you a police officer?

MALE SPEAKER: I'm a landlord court tenant officer.

DISPATCHER 251: A landlord-tenant officer. Okay.

MALE SPEAKER: I was serving an eviction.

DISPATCHER 251: Are you a sheriff officer, a sheriff.

MALE SPEAKER: Landlord court tenant officer.

DISPATCHER 251: Hold on. Give me one moment. Do you see the person? Hello?

MALE SPEAKER: Yes.

DISPATCHER 251: Do you see the person?

MALE SPEAKER: She was in the hall – I’m in courtyard right now. I was serving a warrant – serving an eviction, and one of the tenants came out with a knife, and I had shot her in self-defense.

DISPATCHER 251: Okay. What does he look like, the person with the gun?

MALE SPEAKER: No, I’m the one who shot her. She came out at me with a knife.

DISPATCHER 251: Oh. I was serving an eviction on her.

DISPATCHER 251: Okay. Hold on. And what does she look like?

MALE SPEAKER: She’s a black female. I’m outside the courtyard. She’s laying in the hallway with her boyfriend inside there with her. I just called in it for backup because I was assaulted when I was trying to serve the eviction notice, and when she struck and hit me, her and her boyfriend trying to jump me while I was in – inside the apartment....

52. Police and EMS arrived on the scene shortly thereafter, and Ms. Davis was transported to Penn Presbyterian Medical Center.

53. Ms. Davis remained handcuffed to her bed for the first few days of her hospitalization due to Defendant Daniels’ allegations, but was released after the District Attorney’s Office declined to charge her with any crime.

54. On July 19, 2023, lockouts involving the landlord-tenant office were suspended by the Municipal Court due to two more incidents involving the discharge of a firearm by deputy landlord-tenant officers.

55. The suspension is reportedly to remain in effect until the landlord-tenant officer and all of her employees and contractors have received essential training in the use of force and violence de-escalation procedures.

IV. CAUSES OF ACTION

COUNT I – NEGLIGENCE/RECKLESSNESS **PLAINTIFF v. GIRARD COURT APARTMENTS**

56. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

57. The injuries, damages, and losses sustained by Plaintiff Angel Davis were caused by the negligence, carelessness, and recklessness of Girard Court Apartments, by and through their authorized agents, servants, and/or employees in the following particular respects:

- a. failing to investigate the background and qualifications of Marisa Shuter before hiring her to perform evictions at the Girard Court Apartments;
- b. failing to investigate Marisa Shuter's hiring criteria and/or qualifications for armed security guards carrying out evictions;
- c. failing to investigate whether Marisa Shuter had appropriate policies and procedures regarding the performance of evictions including, but not limited to, violence de-escalation procedures and the use of deadly force;
- d. hiring Marisa Shuter to perform evictions despite knowing that she had no education, training, or experience in the performance of evictions;
- e. hiring Marisa Shuter to perform evictions despite knowing that she had no hiring criteria and/or requirements for armed security guards carrying out evictions;
- f. hiring Marisa Shuter to perform evictions despite knowing that she had no policies or procedures regarding the performance of evictions including, but not limited to, violence de-escalation procedures and the use of deadly force;
- g. failing to hire the Philadelphia Sheriff's Department to carry out evictions at Girard Court Apartments despite knowing that Marisa Shuter was unqualified to carry out evictions;
- h. failing to ensure that evictions carried out at Girard Court Apartments were performed in a safe and lawful manner such that tenants were not exposed to an unreasonable risk of harm;
- i. failing to ensure that tenants were provided with appropriate and adequate notice that they were going to be locked out of their homes;

- j. failing to ensure that Marisa Shuter and/or Lamont Daniels had the necessary information regarding the tenants in Apartment D3 to perform a lockout in a safe manner;
- k. unreasonably providing Lamont Daniels with access to Apartment D3 after it became apparent that he could not perform the lockout in a reasonably safe manner;
- l. unreasonably allowing Lamont Daniels to remain unattended in the Girard Court apartments after it became apparent that he could not perform the lockout in a reasonably safe manner;
- m. failing to demand that Lamont Daniels leave the premises of Girard Court Apartments after it became apparent that he could not perform the lockout in a reasonably safe manner;
- n. failing to have a property manager and/or other staff member on the premises who had knowledge and/or experience regarding best practices for evictions; and
- o. failing to have a property manager and/or other staff member on the premises who had knowledge and/or experience regarding violence de-escalation procedures.

58. Defendant Girard Court Apartments is vicariously liable for the acts and omissions of its employees and/or agents Odin Properties, Marisa Shuter, and Lamont Daniels.

59. As a direct and proximate result of the negligence, carelessness, and wanton, deliberate, and reckless conduct of Girard Court Apartments, Plaintiff Angel Davis was caused to suffer the injuries and losses described herein for which plaintiff seeks compensatory and punitive damages.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

COUNT II – NEGLIGENCE/RECKLESSNESS
PLAINTIFF v. ODIN PROPERTIES

60. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

61. The injuries, damages, and losses sustained by Plaintiff Angel Davis were caused by the negligence, carelessness, and recklessness of Odin Properties, by and through their authorized agents, servants, and/or employees in the following particular respects:

- a. failing to investigate the background and qualifications of Marisa Shuter before hiring her to perform evictions at the Girard Court Apartments;
- b. failing to investigate Marisa Shuter’s hiring criteria and/or qualifications for armed security guards carrying out evictions;
- c. failing to investigate whether Marisa Shuter had appropriate policies and procedures regarding the performance of evictions including, but not limited to, violence de-escalation procedures and the use of deadly force;
- d. hiring Marisa Shuter to perform evictions despite knowing that she had no education, training, or experience in the performance of evictions;
- e. hiring Marisa Shuter to perform evictions despite knowing that she had no hiring criteria and/or requirements for armed security guards carrying out evictions;
- f. hiring Marisa Shuter to perform evictions despite knowing that she had no policies or procedures regarding the performance of evictions including, but not limited to, violence de-escalation procedures and the use of deadly force;
- g. failing to hire the Philadelphia Sheriff’s Department to carry out evictions at Girard Court Apartments despite knowing that Marisa Shuter was unqualified to carry out evictions;
- h. failing to ensure that evictions carried out at Girard Court Apartments were performed in a safe and lawful manner such that tenants were not exposed to an unreasonable risk of harm;
- i. failing to ensure that tenants were provided with appropriate and adequate notice that they were going to be locked out of their homes;

- j. failing to ensure that Marisa Shuter and/or Lamont Daniels had the necessary information regarding the tenants in Apartment D3 to perform a lockout in a safe manner;
- k. unreasonably providing Lamont Daniels with access to Apartment D3 after it became apparent that he could not perform the lockout in a reasonably safe manner;
- l. unreasonably allowing Lamont Daniels to remain unattended in the Girard Court apartments after it became apparent that he could not perform the lockout in a reasonably safe manner;
- m. failing to demand that Lamont Daniels leave the premises of Girard Court Apartments after it became apparent that he could not perform the lockout in a reasonably safe manner;
- n. failing to have a property manager and/or other staff member on the premises who had knowledge and/or experience regarding best practices for evictions; and
- o. failing to have a property manager and/or other staff member on the premises who had knowledge and/or experience regarding violence de-escalation procedures.

62. Defendant Odin Properties is vicariously liable for the actions and omissions of its employees and/or agents Marisa Shuter and Lamont Daniels.

63. As a direct and proximate result of the negligence, carelessness, and wanton, deliberate, and reckless conduct of Odin Properties, Plaintiff Angel Davis was caused to suffer the injuries and losses described herein for which plaintiff seeks compensatory and punitive damages.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

COUNT III – NEGLIGENCE/RECKLESSNESS
PLAINTIFF v. MARISA SHUTER

64. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

65. The injuries, damages, and losses sustained by Plaintiff Angel Davis were caused by the negligence, carelessness, and recklessness of Marisa Shuter, by and through her authorized agents, servants, and/or employees in the following particular respects:

- a. operating a force of armed security guards without any education, training, or experience in security;
- b. operating a force of armed security guards performing evictions without any education, training, or experience in the performance of an eviction;
- c. operating a force of armed security guards without any education, training, or experience in the use of deadly force;
- d. operating a force of armed security guards performing evictions without any education, training, or experience in violence de-escalation procedures;
- e. allowing armed security guards to engage in unlawful violent activity, including the use of guns and other weapons of deadly force, to carry out civil evictions;
- f. failing to have any hiring criteria and/or hiring requirements for armed security guards performing evictions;
- g. failing to perform appropriate background checks on armed security guards hired to perform evictions;
- h. failing to provide any education and/or training to the force of armed security guards regarding how an eviction should be conducted;
- i. failing to provide any education and/or training to the force of armed security guards on the use of deadly force;
- j. failing to provide any education and/or training to the force of armed security guards on violence de-escalation procedures;
- k. failing to provide essential training to the force of armed security guards in the use of force and de-escalation procedures;

- l. allowing untrained and unqualified security guards to carry out evictions while armed with deadly weapons;
- m. failing to have any policies or procedures regarding how an eviction should be safely conducted;
- n. failing to have any policies or procedures regarding the use of violence de-escalation procedures during the performance of an eviction;
- o. failing to have any policies or procedures regarding the use of deadly force in the performance of an eviction;
- p. failing to have any policies or procedures regarding when an armed security guard should terminate an attempted eviction and leave the premises;
- q. failing to follow best practices by allowing armed security guards to carry out evictions solo;
- r. allowing armed security guards to carry out evictions solo without appropriate backup or support;
- s. performing evictions without appropriate coordination with landlords and/or property managers to ensure evictions are performed safely; and
- t. performing evictions without providing appropriate notice to the tenants regarding the date and timing of any lockout.

66. Defendant Marisa Shuter is vicarious liability for the acts and omissions of her employee and/or agent, Lamont Daniels.

67. As a direct and proximate result of the negligence, carelessness, and wanton, deliberate, and reckless conduct of Marisa Shuter, Plaintiff Angel Davis was caused to suffer the injuries and losses described herein for which plaintiff seeks compensatory and punitive damages.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

COUNT IV – NEGLIGENCE/RECKLESSNESS
PLAINTIFF v. LAMONT DANIELS and PROTECTIVE FORCE

68. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

69. The injuries, damages, and losses sustained by Plaintiff Angel Davis were caused by the negligence, carelessness, and recklessness of Lamont Daniels in the following particular respects:

- a. failing to have the necessary education and training to perform residential evictions;
- b. failing to have the necessary education and training in violence de-escalation procedures;
- c. unlawfully using deadly force to carry out civil evictions;
- d. failing to follow best practices for the performance of a residential eviction including, but not limited to, performing an eviction with more than one security guard;
- e. failing to provide adequate and appropriate notice to the tenants of 2101 North College Avenue, Apartment D3, that a lockout was going to be performed on the morning of March 29, 2023;
- f. failing to wear and display appropriate clothing and badges that would clearly identify Daniels to members of the public, including the occupants of Apartment D3, as a deputy landlord-tenant officer;
- g. misrepresenting himself as a police officer or other law enforcement officer authorized to use force to carry out an eviction;
- h. proceeding with an eviction despite being told by defendants Girard Court Apartments and/or Odin Properties that there could be an altercation with the tenants;
- i. proceeding with an eviction despite being told by defendants Girard Court Apartments and/or Odin Properties that the tenants may be in possession of weapons;
- j. proceeding with an eviction when it became apparent that the tenants were not going to cooperate and voluntarily leave the premises;

- k. failing to terminate the eviction and vacate the premises when a potentially violent incident was anticipated;
- l. failing to leave the premises after claiming to the 911 dispatcher that he had been assaulted by the tenant;
- m. unreasonably reentering Apartment D3 after advising the 911 dispatcher that he had been assaulted by the tenant;
- n. unreasonably believing that Angel Davis posed a threat of harm; and
- o. negligently and recklessly discharging a firearm when there was no threat of harm posed by Angel Davis.

70. Protective Force is vicariously liable for the acts and omissions of its sole owner and operator, Lamont Daniels.

71. As a direct and proximate result of the negligence, carelessness, and wanton, deliberate, and reckless conduct of Lamont Daniels and Protective Force, Plaintiff Angel Davis was caused to suffer the injuries and losses described herein for which plaintiff seeks compensatory and punitive damages.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

COUNT V – PUNITIVE DAMAGES
PLAINTIFF v. ALL DEFENDANTS

72. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

73. The acts of the defendants as set forth above constitute willful and wanton misconduct in reckless disregard of the rights and safety of plaintiff and warrant the imposition of punitive damages against the defendants.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

V. DAMAGES

74. Plaintiff incorporates herein by reference the averments of the preceding paragraphs of the Complaint as though fully set forth herein at length.

75. Ms. Davis was treated for a gunshot wound to the head and remained in the hospital until her discharge on April 11, 2023.

76. Ms. Davis is under the care and treatment of a neurologist for a traumatic brain injury and has been prescribed physical therapy, occupational therapy, speech therapy, and home health care.

77. Ms. Davis suffers from persistent headaches and nausea, weakness, and difficulty with memory, cognition, and speech.

78. The injuries and damages alleged in this Complaint were proximately caused by the negligent and reckless conduct of the of the defendants named herein, acting individually or through their respective agents, servants, and employees, as set forth in this Complaint.

79. As a direct and proximate result of the negligent and reckless conduct of the defendants, Plaintiff Angel Davis has endured substantial physical and emotional pain and suffering and will be subject to such pain and suffering for an indefinite time into the future.

80. As a result of the aforementioned incident and plaintiff's resultant injuries, plaintiff has incurred and will incur into the future substantial expenses for medical care, treatment, and therapy.

81. As a result of the aforementioned incident and plaintiff's resulting injuries, plaintiff has incurred and will in the future incur a loss of earnings and earning capacity.

82. As a result of the aforesaid incident and plaintiff's resulting injuries, plaintiff has incurred and will incur in the future a loss and diminution of ordinary pleasures of life and has in the past and will in the future continue to be hindered from attending to her daily duties, functions, and occupations all to her great detriment and loss.

WHEREFORE, Plaintiff Angel Davis demands compensatory and punitive damages in her favor and against the defendants in an amount in excess of \$50,000.00, together with interest, costs, and damages for delay.

FELDMAN SHEPHERD WOHLGELERNTER
TANNER WEINSTOCK & DODIG, LLP



ALAN M. FELDMAN
BETHANY R. NIKITENKO
Attorneys for Plaintiff Angel Davis

Date: July 25, 2023