2022 Dec-02 PM 06:47 U.S. DISTRICT COURT N.D. OF ALABAMA

EXHIBIT A

State of Alabama			Case Number 1) V - 2022 - 6		
Unified Judicial System COVER S		SHEET			
CIRCUIT COURT - CIVIL C			Date of Filing: Judge Code:		
Form ARCiv-93 Rev.9/18	(Not For Domestic	Relations Cases)	Month Day Year		
		MEDAL INFARMA			
GENERAL INFORMATION					
IN THE CIRCUIT COURT (OF	Marshall C			
Com	Wasma Wright II	(Name	of County) Dempsey T. Isom, et al.		
Gary	Wayne Wright II Plaintiff	v	Defendant		
First Plaintiff		First Defenda			
	mment Cther		Government Other		
		<u></u>			
NATURE OF SUIT: Select primary cause of action, by checking box (check only one) that best characterizes your action:					
TORTS: PERSONAL INJURY		OTHER CIVIL FILINGS (cont'd) MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/			
WDEA - Wrongful De		Enforcement of Agency Subpoena/Petition to Preserve			
TONG - Negligence: General		CVRT - Civil Rights			
TOMV - Negligence: Motor Vehicle		COND - Condemnation/Eminent Domain/Right-of-Way			
TOWA - Wantonness		CTMP - Contempt of Court			
TOPL - Product Liability/AEMLD		· 	act/Ejectment/Writ of Seizure		
TOMM - Malpractice-Medical			ersion		
☐ TOLM - Malpractice-Legal ☐ TOOM - Malpractice-Other		EQND - Equit	y Non-Damages Actions/Declaratory Judgment/Injunction ection Contest/Quiet Title/Sale For Division		
	Faith/Misrepresentation	1	on Appeal/Unlawful Detainer		
TOXX - Other:	•	=	gn Judgment		
☐ 10xx - 0alei.		=	s of Crime Forfeiture		
TORTS: PERSONAL INJURY			eas Corpus/Extraordinary Writ/Mandamus/Prohibition		
TOPE - Personal Property			action From Abuse		
TORE - Real Properly		EPFA - Elder Protection From Abuse			
		ı 	pad/Seaman (FELA)		
OTHER CIVIL FILINGS ABAN - Abandoned Automobile		ı =	Property		
ABAN - Abandoned Automobile ACCT - Account & Nonmortgage		│ 🗍 WTEG → Will/I	rust/Estate/Guardianship/Conservatorship		
APAA - Administrative Agency Appeal		COMP - Workers' Compensation			
ADPA - Administrative Procedure Act		LORP - Petiti	on for Order of Limited Relief		
	eed of Protective Services	CVXX - Misc	ellaneous Circuit Civil Case		
ODICIN (street small)	· Initial filing	A APPEAL FRO	OM O□ OTHER:		
ORIGIN (check one): F	MINITAL FILING	DISTRICT CO			
_	REMANDED	T TITRANSFERR			
.	(TKEWANDED	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
		OTHER CIRCU	II COURT		
HAS JURY TRIAL BEEN DEMANDED? YES NO Note: Checking "Yes" does not constitute a demand for a jury trial, (See Rules 38 and 39, Ala.R.Civ.P., for procedure)					
RELIEF REQUESTED: MONETARY AWARD REQUESTED NO MONETARY AWARD REQUESTED					
ATTORNEY CODE:			N 1		
October 13th, 202		. 2022	Land Ray for All 1		
Date			Signature of Attorney/Party filing this form ROSE		
MEDIATION REQUESTED: YES NO UNDECIDED					
Election to Proceed under the Alabama Rules for Expedited Civil Actions: ☑Yes ☐No					

State of Alabama Case Number STATEMENT OF CLAIM Unified Judicial System (Complaint) Form C-88 (front) Rev. 6/96 District Civil (Except Small Claims and Detinue Actions) Marshall , ALABAMA IN THE DISTRICT COURT OF (Name of County) Dempsey T. Isom, et al. Gary Wayne Wright II Defendant 1900 Red Oak Lane NE Plaintiff 103 Mayberry Lane Home or Business Address: Home or Business Address: Arab, AL 35016 Arab, AL 35016 2566407749 2565588346 Home or Business Telephone Number: Home or Business Telephone Number: Additional Defendant: DT Isom Enterprises, LLC Pro Se Plaintiff Name of Attorney: Business Address: Business Telephone Number: Date of 10/13/2022 Filing COMPLAINT 20,000 1. The plaintiff claims the defendant owes the plaintiff the sum of \$ because: Breach of Lease Contract: (make a short and plain statement of the claim showing that the plaintiff is entitled to relief.) Personal injuries due to negligence; Violations of Alabama Uniform Residential Landlord and Tenant Act; Retaliatory Eviction; Intentional Infliction of Emotional Distress; Compensatory Damages; Punitive Damages; Nominal Damages The plaintiff also claims from the defendant court costs in the sum of \$ for interest 0 for attorney's fees. Plaintiff's Attorney Signature ANGE JOHNSON Attorney Code: Clerk's Address: MARSHALL COUNTY CIRCUIT CLERK 2566407749 424 BLOUNT AVENUE, STE 201 Plaintiff's or Plaintiff's Attorney's Phone Number **GUNTERSVILLE, AL 35978** Telephone Number: **SUMMONS** To any sheriff or any person authorized by either Rules 4. 1(b)(2) of the Alabama Rules of Civil Procedure to perfect service: You are hereby commanded to serve this summons and complaint upon the above-named defendant. NOTICE TO DEFENDANT THE COMPLAINT SET OUT ABOVE IS IMPORTANT, AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOU RIGHTS. YOU ARE REQUIRED TO MAIL OR HAND DELIVER A COPY OF A WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT, TO THE PLAINTIFF (OR THE ATTORNEY FOR THE PLAINTIFF), AT THE ADDRESS NOTED ABOVE. THIS ANSWER MUST BE MAILED OR HAND DELIVERED TO THE CLERK OF COURT AT THE ADDRESS BELOW WITHIN FOURTEE (14) DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU, OR A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. (YOU MUST FILE THE ORIGINAL ANSWER WITH CLERK OF THIS COURT). ANGE JOHNSON Dated PARSHALL COUNTY CIRCUIT CLERK 424 BLOUNT AVENUE, STE 201 **GUNTERSVILLE, AL 35976**

Address of Clerk of Court

IN THE TWENTY-SEVENTH DISTRICT COURT FOR THE STATE OF ALABAMA MARSHALL COUNTY

FILED

OCT 1 3 2022

CIRCUIT/DISTRICT COURT
MARSHALL COUNTY, ALABAMA

GARY WAYNE WRIGHT II)	, Par 1 1
Plaintiff)	
v.) Civil Case: <u>DV 22 - 6</u>	9
DEMPSEY T. ISOM, et al.) Breach of Contract and Personal Injury	
Defendants)	

COMPLAINT

COMES NOW the Plaintiff, Gary Wayne Wright II ("Wright") proceeding as a pro se plaintiff and in forma pauperis against the Defendants, Dempsey T. Isom ("Isom"), his companies (D.T. Isom Enterprises, LLC; All Star Holdings, LLC; RTI Properties, Inc.; Grassy Holdings, LLC), their employees, agents, and successors, and in support therefore states as follows:

PARTIES

- 1. Plaintiff Wright is an individual person above the age of nineteen (19) years old and has been a resident of Marshall County, Alabama for over a decade at an quadraplex apartment leased from the Defendants.
- 2. Defendant #1 is *Dempsey T. Isom*, and is an individual person. He is a signatory party to the 2019 contract lease¹ ("2019 Lease").
- 3. Defendant #2 is D. T. Isom Enterprises, LLC, and is an Alabama Limited Liability Company formed November 13th, 2014 with entity ID #000-322-430². Defendant #2 is also a

¹Exhibit A – 2019 Lease Agreement

²Source for all business entity information is Alabama Secretary of State: https://arc-sos.state.al.us/

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 5 of 23

party to the 2019 Lease. Dempsey Isom is listed as the Organizer, Member, and Registered Agent of this LLC.

4. Defendant #3 is All Star Holdings, LLC, and is an Alabama Limited Liability Company formed on October 24th, 2007 with entity ID #000-411-678, and for the past several years this legal entity has been accepting a combined electronic remittance for the storage unit and apartment rental. The Member and Registered Agent for this LLC is the now deceased Roger T. Isom who was the builder and original landlord of the premises. The stated Nature of Business for the LLC is Property / Business Management.

5. Defendant #4 is RTI Properties, Inc., and is an Alabama domestic corporation formed on May 5th, 2003 with Entity ID #000-228-902 with the now deceased Roger Isom as the Incorporator. The original lease agreement³ for the property was between a representative of Roger T. Isom and the Plaintiff. For many years, the Plaintiff remittance for rent was paid to this legal entity.

6. Defendant #5 is *Grassy Holdings, LLC*, and is an Alabama Limited Liability Company recently formed on June 21st, 2022 with Entity ID #001-026-229. The Registered Agent and an Organizer for this LLC is Defendant #1 Dempsey T. Isom. This legal entity based on business records from the Alabama Secretary of State appears to be another legal nexus and alter ego established between Dempsey T. Isom and the other named Defendants.

7. The process of legal discovery will establish through the evidence the financial records and liabilities of the named Defendants (and possibly unknown/unnamed parties). If any exculpatory evidence is found, the named parties and damages will be adjusted accordingly based on the legal evidence.

³The Defendants have failed to produce the original lease agreement with Roger Isom as requested. The details given in this complaint are accurate to the best of the Plaintiff's recollection and current abilities.

NATURE OF THE ACTION

- 8. The Defendants are in contractual violation of the 2019 Lease agreement Paragraph Seven (¶7) entitled "Utilities" and the balance already overdue as of this legal filing on October 13th, 2022 is \$6,414.85, and the current balance is not including all future charges, or any interest or costs of collection.
- 9. The Defendants are in contractual violation of the 2019 Lease agreement Paragraph Five (¶5) entitled "Landlord's Agent" as no proper legal appointment of agent was ever made throughout the lease agreements, yet multiple business entities collected the rent payments and handled property management which through their intermingling of accounts has pierced all of the corporate veils of the Defendants. Throughout the residency in this property by the Plaintiff, the Registered Agents have changed without any proper legal notice (which is documented in this Complaint both by the number and nature of Defendants) as is required by the Disclosure Requirements of Code of Alabama § 35-9A-202. Numerous notices were delivered under "RTI Properties" with Roger Isom as the signatory.
- 10. A Notice To Quit dated September 29th, 2022 was served via Certified Mail and by posting two notices on the door of the premises regarding the termination of the month-to-month lease agreement that was in effect after the expiration of the "2019 Lease", but this attempted eviction is retaliatory in nature, and it is a clear and direct violation of Alabama Code § 35-9A-501(2) that prohibits a landlord from bringing or threatening to bring an action for possession because the tenant has complained to the landlord of a violation under Alabama Code § 35-9A-204. The Notice To Quit and various other documents list Dempsey Isom as the landlord and not a corporate entity.

11. The terms of the Defendants 2019 Lease agreement Paragraph 22 (¶22) entitled

"Renewals and Changes In Lease" states that the agreement and eviction process requires a thirty

day notice and is governed by New Jersey law. The Parties of the 2019 Lease and previous leases

are all located in the State of Alabama, and therefore are governed by State of Alabama and

federal laws.

12. Paragraph 27 (¶27) of the 2019 Lease is a "severability clause" and therefore all

of the unlawful clauses of this lease agreement must be ignored as invalid and unenforceable, but

the laws of the State of Alabama⁴ and the lawful terms still do remain in full effect.

13. The very first heading of the contract lease when listing the signatory parties of

the 2019 Lease immediately "pierces the corporate veil" of one of the numerous Defendants'

Limited Liability Companies. The 2019 Lease contract states as the signatory parties that the

Landlord is both "Dempsey Isom and DT Isom Enterprises, LLC."

14. Because of the intermingling between company and personal funds, billing and

accounting methods, and other numerous legal issues, the 2019 Lease merges all of the legal

liabilities of the individual person Dempsey T. Isom with his numerous "alter ego" companies

such as the known named co-defendants: DT Isom Enterprises, LLC, et al (and potentially other

yet unknown/unnamed parties). The egregious actions by the Defendants fully justify the

piercing of the corporate veil of any potentially claimed limited liability of the Defendants.

15. The remittance of payments also pierces the corporate veils of the remaining

companies who are named Defendants, because these business entities through their

intermingling of funds and agreements are clearly just "alter egos" of the Defendants and their

estate holdings. In April 2013, the payee become All Star Holdings, LLC. During their 2014

Code of Alabama Section 35-9A-101 or the Alabama Uniform Residential Landlord and Tenant Act.

4

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 8 of 23

Chapter 11 bankruptcy proceedings for All Star Holdings, LLC, Wright received legal notices of the hearings.

- 16. The 2019 Lease Paragraph 21(¶21) entitled "Injury or Damages" requires that the landlord be responsible for injury or damages "due to the negligence or improper conduct of the landlord."
- 17. An "Implied Warranty of Habitability" guarantees the tenant a right to living conditions that meet basic safety and health standards.
- 18. The Defendants are in violation of the Alabama Code § 35-9A-204(2) and § 35-9A-204(4) requirements to maintain the premises in habitable condition and in good and safe working order.

JURISDICTION AND VENUE

- 19. The District Court of Alabama has jurisdiction under Alabama Code § 35-9A-405 regarding any counterclaims for an action for possession or rent.
- 20. The District Court of Alabama has jurisdiction under Alabama Code § 35-9A-401 Noncompliance by the landlord which allows the tenant to recover actual damages and reasonable attorney fees, and obtain injunctive relief for noncompliance by the landlord with the rental agreement or Alabama Code § 35-9A-204.

FACTUAL BASIS OF CLAIMS

- 21. Wright is a disabled veteran on a limited and fixed income, and is permanently disabled in all four limbs rated as a 100% non-service connected disability, and suffers from severe Post Traumatic Stress Disorder (PTSD) rated as a 30% service-connected disability.
- 22. Veterans Affairs was not prepared for the influx of veterans of the Gulf War era, and so the receipt of Wright's benefits took years due to the VA claim processing backlog. The

DOCUMENT 1

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 9 of 23

delay led to Plaintiff filing bankruptcy due to medical bills. Being left homeless by the VA for a

second time furthered the existing PTSD, and while under duress Wright moved from Atlanta,

Georgia to the apartment in Arab, Alabama.

23. Before Wright pulled the moving truck into the driveway, he knew from the street

that he'd made a mistake by agreeing to lease an apartment before inspecting it first. The

building was newly constructed and Wright and his ex-spouse were the first tenants in the

apartment. The real estate listing photos showed what looked like nice wood floors, but are

actually a cheap material that immediately started peeling up and causing trip hazards in the

living room. There were water connections for an ice maker as advertised, but the landlord has

never provided a refrigerator with an ice maker. The water connections for the washer are

reversed (red is cold and blue is hot), and there were doors throughout the apartment that

wouldn't open or close properly. The cheap carpet in the two bedrooms immediately began

unraveling and created trip hazards in the bedrooms. There is no water connection outside for

three of the four apartments, so neither Wright or the Defendants are able to perform basic

cleaning and maintenance of the exterior.



24. In the entire time Wright has lived in the apartment, no proper maintenance has ever been done. No fresh paint or new carpets. Plumbing in both bathrooms stopped working. The dishwasher stopped working. There is no firewall or insulation between the apartments, so just turning on a television or operating the microwave disturbs the neighbors. The Plaintiff and his ex-spouse made numerous complaints to no avail, and they planned to move back to Atlanta as soon as they recovered from their bankruptcy. The Defendants were made aware of the financial situation of the Plaintiff, the unhappiness with the lack of maintenance, and continued deterioration of the property.

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 11 of 23

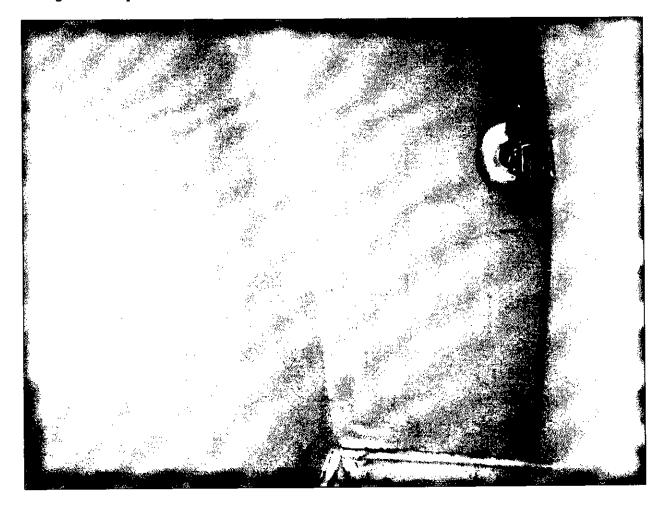
25. The Plaintiff had boxed up the personal property in the apartment and prepared to purchase a home and move back to Atlanta, but then he had an unpleasant surprise when he applied for the mortgage loan and discovered his ex-spouse had been committing massive financial fraud without his knowledge. Plaintiff was also not aware Landlord had not been receiving rent payments, and he immediately made arrangements to make them whole. Plaintiff immediately filed for a divorce, but the debts left behind led to another bankruptcy in 2018.

26. The Defendants were again made fully aware of the financial situation of the Plaintiff, and a second lease was signed that covered 2019. Although the parties had been in agreement for a month-to-month basis for over a decade, the Defendants wanted to increase the monthly rent so under duress the 2019 Lease was signed.

27. As the Plaintiff was going through physical therapy to learn to walk again, he began to suffer serious and sometimes permanent physical injuries from the unsafe living conditions. The black mold throughout the apartment (and most likely under it) have exacerbated his medical conditions and decreased his immunity from disease. The slips and falls down the stairs that have not been maintained have caused new injuries, but also setback his progress in physical therapy.

28. Because there was no proper water drainage and the gutters have never been cleaned, the rain floods under the building causing the foundation to shift. The Plaintiff constantly has to replace the switch plate covers on all of the electrical outlets as the walls move. At one point, rain was coming through the living room wall. Eventually the wall shifted back and the leak stopped, but there is still a huge hole and water stain in the living room that has never been repaired. The water supply cutoff valves throughout the building don't actually turn the water off because of the debris in the lines. Some sinks and toilets leak water all of the time, and Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 12 of 23

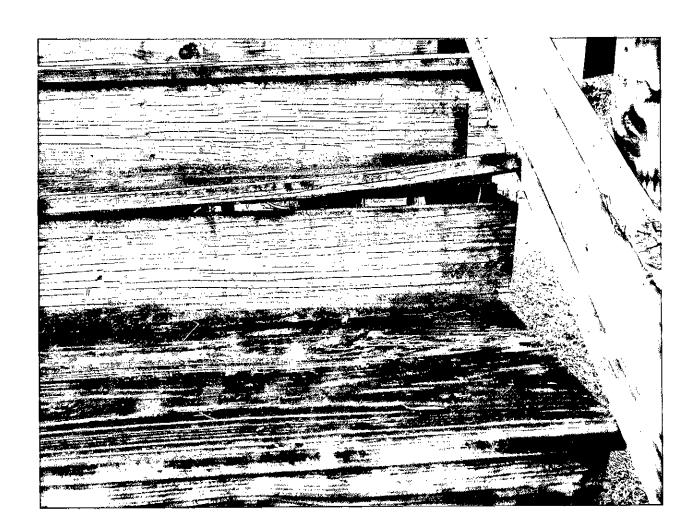
others leak into the wall of the apartment which has created water stains and black mold throughout the apartment.



29. Because the gutters have never been cleaned, water pours onto the front stairs of the apartment causing algae and black mold to grow on the wood steps. The substance is so slippery that each of the four tenants have fallen down the steps of each apartment because of the Defendants negligence to maintain them. Plaintiff has to intercept packages before they are delivered to his doorstep because delivery workers have also fallen on the slippery steps.



- 30. The second time the Plaintiff fell down the steps, he added non-skid glow-in-the-dark surfaces to the steps in an effort to prevent further injuries. As the wood aged, all of the nails started coming out and the wood planks started buckling. The Defendants still took no action, so the living conditions continued to deteriorate.
- 31. The back deck and stairs are in the same deteriorating condition, but they are also a fire hazard. The wooden decks of the two adjoining apartments have already caught fire and the Plaintiff lives in constant fear and anxiety due to the negligence of the Defendants.



- 32. With no notice to tenants, one year instead of mowing the grass the Defendants applied a chemical agent to the entire property which killed all of the grass. It was not only an eyesore, but made the flooding and water problems worse. The yard was a mud pit when it rained, but the health effects of the chemical they used are likely permanent and may not be revealed for years in some patients.
- 33. The Plaintiff has collected numerous photos and videos to display the state of neglect exhibited by the Defendants and the injuries the Plaintiff has suffered over the years, but it is the text message exchanges made between the parties that make this case easy. The Plaintiff was already looking for a home but asked the Defendants to stay month-to-month until his

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 15 of 23

spouse arrives to help him move. Because of the pandemic, the immigration process has taken much longer than we expected, but Plaintiff made Defendants aware of his situation.

- 34. The Plaintiff notified in writing that the Defendants would be given plenty of proper notice before he vacated the premises, but he is physically unable to move out without assistance. The Defendant attempted to raise the rent and coerce under duress the Plaintiff to sign a new lease agreement. On May 5th, 2022 Plaintiff refused an increase in rent until six critical repairs were made and the Defendant only made one of the six.
- 35. When Plaintiff notified Defendants he would be seeking legal action against them due to the living conditions and his injuries, they within hours initiated the steps to evict by sending a Notice To Ouit in retaliation which is an action prohibited by Alabama law.
- 36. The Plaintiff will seek injunctive relief and further damages if the Defendants proceed with eviction.
- 37. The Plaintiff still intends to vacate the property and has made an offer on a home, but is still unable to give the Defendants an exact move out date. He is unable to hire movers (\$3.400 estimate) to vacate by October 31*, 2022 as requested unless the Defendants make at least a partial payment on the debts due under the terms of their lease.
- 38. Because the Defendants have knowingly and intentionally attempted to make the Plaintiff homeless again, it has further triggered his PTSD. Because of the intentional infliction of emotional distress, punitive and compensatory damages are appropriate.

PRESUIT COMPLIANCE

39. Notice was given to landlord on multiple occasions of failure to meet the implied warranty of habitability and of the unsafe living conditions.

- 40. Defendants have not accepted the Certified Mail sent after their retaliatory Notice To Quit was received⁵.
 - 41. Defendants have failed to provide insurance information as requested.
 - 42. Defendants have failed to provide their attorney contact information as requested.
- 43. Defendants have failed to respond to efforts to settle the dispute making litigation the last resort.

CAUSES OF ACTION

COUNT 1: BREACH OF LEASE CONTRACT

- 44. As described above, the Defendants are in breach of the lease contract agreement.
- 45. The clauses of the 2019 Lease that survive legal scrutiny should remain in effect, while the Alabama Landlord Tenant Law also must be enforced.

COUNT 2: PERSONAL INJURY DUE TO NEGLIGENCE

- 46. As described above, the Defendants are liable for the personal injuries to the Plaintiff due to their negligence.
- 47. The Defendants had control over the dangerous conditions such as the stairs and decks.
- 48. The Defendants had knowledge of hidden dangers they withheld from the Plaintiff, such as the mold and flooding conditions under the apartment.
- 49. The Defendants, as would any reasonable person, could have foreseen the conditions would lead to accidents and injuries, yet they failed to take any actions to remedy those conditions.
- 50. The Defendants failed to exercise a level of "reasonable care" to prevent accidents and injuries suffered by the Plaintiff.

⁵USPS Tracking #70210950000175365872

DOCUMENT 1 Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 17 of 23

- 51. The Defendants, as would any reasonable person, realize that falls down stairs can lead to serious and permanent injuries.
- 52. The cost of mitigating the risks and dangers would have been minimal in comparison to the harm caused by the negligence of the Defendants.
- 53. Because of the Plaintiff's status as a disabled veteran, all of the costs of his medical care was provided by the taxpayers of the United States of America. Those bills would far exceed the jurisdictional limit of this court, and are not being included in this legal action.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Wright respectfully requests this Honorable Court award the following relief:

- 54. Award the Plaintiff the monetary amount due from the 2019 Lease. The current balance is \$6,414.85 and final receipts will be provided after Plaintiff vacates the premises.
 - 55. Award Compensatory Damages for Pain and Suffering for the amount of \$5,000.
- 56. Award Punitive Damages for intentional infliction of emotional distress for the amount of \$5,000.
- 57. Award Nominal Damages for \$3,000; or for the remaining amount up to the jurisdictional limit of \$20,000.
- 58. As all of the named Defendants are actually Dempsey T. Isom or an alter ego company, the Plaintiff requests the extraordinary relief of piercing the corporate veils so that a judgment can be obtained against all Defendants.
 - 59. Award the Plaintiff for his costs, time, and expenses of this litigation.
 - 60. Such other relief as this Court deems as necessary, just, and proper in this case.

DOCUMENT 1

Case 4:22-cv-00615-RDP Document 31-1 Filed 12/02/22 Page 18 of 23

By signing below, I certify to the best of my knowledge, information, and belief that this

complaint: (1) is not being presented for an improper purpose, such as to harass, cause

unnecessary delay, or needlessly increase the cost of litigation; (2) is support by existing law or

by a non-frivolous argument for extending, modifying, or reversing existing law; (3) the factual

contentions have evidentiary support or, if specifically so identified, will likely have evidentiary

support after a reasonable opportunity for further investigation or discovery.

I agree to provide the Clerk's Office with any changes to my address where case-related papers

may be served. I understand that my failure to keep a current address on file with the Clerk's

Office may result in the dismissal of my case.

Respectfully submitted this 13th day of October, 2022.

Gary Wayne Wright II

Plaintiff, Pro Se

103 Mayberry Lane

Arab, AL 35016

Telephone: (256) 640-7749

Email: Gary@Gary-Wright.com

Dated: 10/13/7=2

15

Exhibit "A"

The 2019 Lease Agreement

LEASE AGREEMENT

This Lease is made on

BETWEEN Dempsey Imm + DTIson Enterprises LLC

COBOK 309

Arob AL 35016

Whose address is

AND

Cary Wria ht

On Mayberry Lone

Arob AL 36016

The word "TENANT" refers to each Tenant named above.

1. PROPERTY: TENANT agrees to rent from LANDLORD and LANDLORD agrees to rent to TENANT

2. TERM: The term of this lease is for starting on sta

3. RENT: The TENANT agrees to pay \$ 600 as rent, to be paid as follows:

due, in advance, on the first day of each month. The first payment of rent and any security deposit is due so prior to moving in. The TENANT must pay a late charge of \$ 60 for each payment that is more than five (5) days late. This charge is which the rent was paid late.

4. SECURITY DEPOSIT: The TENANT will deposit the sum of \$ 550 with the LANDLORD as security that the TENANT will comply with all the terms of this Lease. This money is being held by the LANDLORD in a tenant security deposit account at

complies with the terms of this Lease, the LANDLORD will return this deposit within 30 days after the end of the Lease, including any extension. The LANDLORD may use as much of the security deposit as necessary to pay for damages resulting from the TENANT's occupancy or, at LANDLORD's sole option and election, to pay for delinquent or unpaid rent and late charges. If the deposit is so used by the LANDLORD prior to the Lease termination, the LANDLORD may demand that the TENANT replace the amount of the security deposit used by the LANDLORD. If the LANDLORD sells the property, the LANDLORD may transfer the deposit to the new owners for the TENANT's benefit. The LANDLORD will notify the TENANT of any sale and transfer of the deposit. The LANDLORD will thereupon be released of all liability to return the security deposit. 5. LANDLORD's AGENT: The LANDLORD authorizes the following person(s) to manage the PREMISES on behalf of the LANDLORD:

6. USE OF THE PREMISES: The TENANT may use the PREMISES only as a single family residence. **7. UTILITIES:** The LANDLORD will pay for the following utilities:

Water and Sewer Electricity, Garbage removal, Gas, Oil. The TENANT will pay for the following utilities:

8. EVICTION: If the TENANT does not pay the rent within five (5) days of the date when it is due, the TENANT may be evicted. The LANDLORD may also evict the TENANT if the TENANT does not comply with all of the terms of this Lease, or for any other causes allowed by law. If evicted, the TENANT must continue to pay the rent for the rest of the term. The TENANT must also pay all costs, including reasonable attorney fees, related to the eviction and the collection of any moneys owed to the LANDLORD, along with the cost of re-entering, re-renting, cleaning and repairing the PREMISES. Rent received from any new tenant during the remaining term of this lease will be applied by the LANDLORD to reduce rent only, which may be owed by the TENANT.



- 9. PAYMENTS BY LANDLORD: If the TENANT fails to comply with the terms of this Lease, the LANDLORD may take any required action and charge the cost, including reasonable attorney fees, to the TENANT. Fallure to pay such costs upon demand is a violation of this Lease.
- 10. CARE OF THE PREMISES: The TENANT has examined the PREMISES, including (where applicable) the living quarters, all facilities, furniture and appliances, and is satisfied with its present physical condition. The TENANT agrees to maintain the PREMISES in as good condition as it is at the start of this Lease except for ordinary wear, and tear. The TENANT must pay for all repairs, replacements and damages, whether or not caused by the act or neglect of the TENANT. The TENANT will remove all of the TENANT's property at the end of this Lease. Any property that is left becomes the property of the LANDLORD and may be thrown out.
- All of TENANT'S garbage will be disposed of properly by TENANT in the appropriate receptacles for garbage collection. Accumulations of garbage in and around the PREMISES, or depositing by TENANT or those residing with TENANT of garbage in areas not designated and designed as garbage receptacles shall constitute a violation of this lease. TENANT shall generally maintain the PREMISES in a neat and orderly condition. Damage or destruction by TENANT, TENANT's employees or TENANT's visitors of the PREMISES shall constitute a violation of this Lease.
- 11. DESTRUCTION OF PREMISES: If the PREMISES are totally destroyed through no fault of the TENANT, the TENANT's employees or TENANT's visitors, then the Lease will end and the TENANT
- 12. INTERRUPTION OF SERVICES: The LANDLORD is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the LANDLORD's
- 13. ALTERATIONS: The TENANT must get the LANDLORD's prior written consent to alter, improve, paint or wallpaper the PREMISES. Alterations, additions and improvements become the
- 14. COMPLIANCE WITH LAWS: The TENANT must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering the PREMISES and/or its contents.
- 15. NO WAIVER BY LANDLORD: The LANDLORD does not give up or waive any rights by accepting rent or by failing to enforce any terms of this Lease.
- 16.NO ASSIGNMENT OR SUBLEASE: The TENANT may not sublease the PREMISES or assign this
- 17. ENTRY BY LANDLORD: Upon reasonable notice, the LANDLORD may enter the PREMISES to provide services, inspect, repair, improve or show it. The TENANT must notify the LANDLORD if the TENANT will be away for ten (10) days or more. In case of emergency or the TENANT's absence, the LANDLORD may enter the PREMISES without the TENANT's consent.
- 18. QUIET ENJOYMENT: The TENANT may live in and use the PREMISES without interference
- 19. SUBORDINATION: This Lease and the TENANT's rights are subject and subordinate to present and future mortgages on the property which include the PREMISES, the LANDLORD may execute any papers on the TENANT's behalf as the TENANT's attorney in fact to accomplish this.
- 20. HAZARDOUS USE: The TENANT will not keep anything in the PREMISES which is dangerous, flammable, explosive or which might increase the danger of fire or any other hazard, or which would increase LANDLORD's fire or hazard insurance.
- 21. INJURY OR DAMAGE: The TENANT will be responsible for any injury or damage caused by the act or neglect of the TENANT, the TENANT's employees or TENANT's visitors. The LANDLORD is not responsible for any injury or damage unless due to the negligence or improper conduct of



22. RENEWALS AND CHANGES IN LEASE: Upon expiration of the rental term provided for above, this lease shall automatically renew itself, indefinitely, for successive one month periods, unless modified by the parties. The LANDLORD may modify this lease or offer the TENANT a new lease by forwarding to the TENANT a copy of the proposed changes or a copy of the new lease, if changes in this lease or a new lease are offered, the TENANT must notify the LANDLORD of the TENANT's decision to stay within thirty (30) days of the date the proposed changes or the copy of the new lease is received by the TENANT. If the TENANT falls to accept the lease changes or the new lease within thirty (30) days of the date the proposed changes or new lease is offered, the TENANT may be evicted by the LANDLORD, as provided for in New Jersey law. Neverthess, if the rent is increased by the lease changes or new lease, the TENANT will be obligated to pay the new rent, regardless of whether the TENANT has affirmatively accepted the lease changes or new lease, if the TENANT continues to occupy the property on the date the new

- 23. PETS: No dogs, cats, or other animals are allowed on the PREMISES without the LANDLORD's
- 24. NOTICES: All notices provided by this Lease must be written and delivered personally or by certified mail, return receipt requested, to the parties at their addresses listed above, or to such other address as the parties may from time to time designate. Notices to the LANDLORD must also be sent to the LANDLORD's agent listed above (if any).
- 25. SIGNS: The TENANT may not put any sign or projection (such as a T.V. or radio antenna) in or out of the windows or exteriors of the PREMISES without the LANDLORD's prior written consent. 26. HOLD OVER RENT: Should this Lease be terminated, either through a valid notice of dispossession by the LANDLORD, or through order of a court, and should TENANT remain on the PREMISES thereafter, then TENANT shall be liable to pay rent at a rate of double the base rent provided for under this lease, from the date of termination until such time as TENANT vacates the PREMISES, whether TENANT vacates the PREMISES voluntarily or through enforcement of an
- 27. VALIDITY OF LEASE: If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect. If a clause or provision of this lease is ambiguous, and it may be interpreted in a manner either consistent or inconsistent with existing law, it shall be interpreted
- 28. PARTIES: The LANDLORD and each of the TENANTS are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.
- 29. GENDER: The use of any particular gender (masculine, feminine or neuter) and case (singular or plural) in this Lease is for convenience, only. No inference is to be drawn therefrom. The correct gender and case is to be freely substituted throughout, as appropriate.
- 30. TENANT'S ACKNOWLEDGMENT: The TENANT acknowledges having read all of the terms and conditions of this lease and the attached rules and regulations. TENANT acknowledges that no oral representations have been made to him by the LANDLORD or the LANDLORD's agent(s) other than the representations contained in this Lease. The TENANT acknowledges that he is relying only upon the promises and representations contained in this Lease.
- 31. ENTIRE LEASE: All promises the LANDLORD has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the TENANT and the

32. SIGNATURES: The LANDLORD and the TENANT agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Date

12/19/18

Day Wayne Word ##

Additional Terms and Conditions: Once this amountis good are (the Landlord) Terrant/Date Tenant/Date

***Please be advised to initial and date each page of lease ***



DI 12/19/18

Landlord/Date