

File No. **24CV019379-590**

**COMPLAINT
IN SUMMARY EJECTMENT**

G.S. 7A-216, 7A-232; Ch. 42, Arts. 3 and 7

STATE OF NORTH CAROLINA

_____ County _____ In T
District

1. The defendant is a resident of the county named above.
2. The defendant entered into possession of premises described below as a lessee of

Description Of Premises (include location and address)
Defendant is a non-paying guest at InTown Suites, an extended stay property having
8530 East Independence Boulevard, Charlotte, NC 28227. Specifically, the defendant

<i>Rate Of Rent (Tenant's Share)</i>	<input type="checkbox"/> Month	<i>Date Rent Due</i>	<i>Date Lease End</i>
\$ _____	per <input checked="" type="checkbox"/> Week		

3. The defendant failed to pay the rent due on the above date and the plaintiff made a 10-day grace period before filing the complaint.
 The lease period ended on the above date and the defendant is holding over after the lease term.
 The defendant breached the condition of the lease described below for which re
 Criminal activity or other activity has occurred in violation of G.S. 42-63 as spec

Name And Address Of Plaintiff
Sleep Specialty Management, LP
c/o Jacquelyn Arnold & Lauren Boone, Attorneys
301 S. College Street, 34th Floor
Charlotte, NC 28202

County Mecklenburg *Telephone No.* 704-998-4069

Description Of Breach/Criminal Activity (give names, dates, places and illegal activity)
Defendant violated conditions of his stay on the Premises, as outlined in the Guest Registration Agreement. Defendant has had persistent late payments after the payment deadline, despite various warnings. InTown Suites exercised its option under the Guest Agreement to end the tenancy. Defendant terminated on April 17, 2024. Defendant's right to occupy the premises terminated on April 21st; yet, he refuses to vacate the premises.

VERSUS

Name And Address Of Defendant 1 Individual Corporation
Detorress Robinson
8530 East Independence Boulevard, Room 225
Charlotte, NC 28227

County Mecklenburg *Telephone No.* 704-804-6720

4. The plaintiff has demanded possession of the premises from the defendant, who has refused. The plaintiff is entitled to immediate possession.
5. The defendant owes the plaintiff the following:

Name And Address Of Defendant 2 Individual Corporation

County _____ *Telephone No.* _____

Description Of Any Property Damage
Property damage, if any, is unknown at this time. Plaintiff will need to take possession of the premises in order to conduct an inspection of possible damages and will bring a separate complaint for recovery of amounts owed.
Plaintiff seeks possession only at this time and does not seek recovery of amounts owed or fees.

<i>Amount Of Damage (if known)</i>	<i>Amount Of Rent Past Due</i>
\$ _____	\$ _____

Name And Address Of Plaintiff's Attorney Or Agent
Jacquelyn Arnold & Lauren Boone
Troutman Pepper LLP
301 S. College Street, 34th Floor
Charlotte, NC 28202

County _____ *Telephone No.* _____

Attorney Bar No. _____

6. I demand to be put in possession of the premises and to recover the total amount of judgment plus interest and reimbursement for court costs.

<i>Date</i>	<i>Name Of Plaintiff/Attorney/Agent (type or print)</i>	<i>Signature Of</i>
04/29/2024	Jacquelyn Arnold, Attorney for Plaintiff	

CERTIFICATION WHEN COMPLAINT SIGNED BY AGENT

I certify that I am an agent of the plaintiff and have actual knowledge of the facts alleged.

<i>Date</i>	<i>Name Of Agent (type or print)</i>	<i>Signature Of</i>

INSTRUCTIONS TO PLAINTIFF OR DEFENDANT

THE CLERK OR MAGISTRATE CANNOT ADVISE YOU ABOUT YOUR CASE OR ASSIST YOU IN COMPLETING YOUR CASE. IF YOU HAVE ANY QUESTIONS, YOU SHOULD CONSULT AN ATTORNEY.

1. The PLAINTIFF must file a small claim action in the county where at least one of the defendants resides.
2. The PLAINTIFF cannot sue in small claims court for more than \$10,000.00 excluding interest and costs unless further restricted by court order.
3. The PLAINTIFF must show the complete name and address of the defendant to ensure service on the defendant. If there are two defendants and they reside at different addresses, the plaintiff must include both addresses. The plaintiff must determine if the defendant is a corporation and sue in the complete corporate name. If the business is not a corporation, the plaintiff must determine the owner's name and sue the owner.
4. The PLAINTIFF may serve the defendant(s) by mailing a copy of the summons and complaint by registered or certified mail, return receipt requested, addressed to the party to be served or by paying the costs to have the sheriff serve the summons and complaint. If certified or registered mail is used, the plaintiff must prepare and file a sworn statement with the Clerk of Superior Court proving service by certified mail and must attach to that statement the postal receipt showing that the letter was accepted.
5. In filling out number 2 of the complaint in subsidized housing (e.g., Section 8, voucher, housing authority), the landlord should include in the "Rate Of Rent" box only that portion of the rent that the tenant pays directly to the landlord.
6. In filling out number 3 in the complaint, if the landlord is seeking to remove the tenant for failure to pay rent when there is no written lease, the first block should be checked. (Defendant failed to pay the rent due on the above date and the plaintiff made demand for the rent and waited the ten (10) day grace period before filing the complaint.) If the landlord is seeking to remove the tenant for failure to pay rent when there is a written lease with an automatic forfeiture clause, the third block should be checked. (The defendant breached the condition of the lease described below for which re-entry is specified.) And "failure to pay rent" should be placed in the space for description of the breach. If the landlord is seeking to evict tenant for violating some other condition in the lease, the third block should also be checked. If the landlord is claiming that the term of the lease has ended and the tenant refuses to leave, the second block should be checked. If the landlord is claiming that criminal activity occurred, the fourth block should be checked and the conduct must be described in space provided.
7. The PLAINTIFF must pay advance court costs at the time of filing this Complaint. In the event that judgment is rendered in favor of the plaintiff, court costs may be charged against the defendant.
8. The PLAINTIFF must appear before the magistrate to prove his/her claim.
9. The DEFENDANT may file a written answer, mailed to the office of the Clerk of Superior Court. This answer must be filed for the plaintiff and be filed no later than the time specified. DOES NOT relieve the defendant of the need to appear in court to assert the defendant's defense.
10. Requests for continuances of cases before the magistrate must be shown and for no more than five (5) days unless otherwise agreed.
11. The magistrate will render judgment on the date specified, otherwise, or the case is complex as defined in the rules, a decision is required within five (5) days.
12. The PLAINTIFF or the DEFENDANT may appeal a decision. To appeal, notice must be given in open court. Notice may be given in writing to the Clerk of Superior Court after the judgment is entered. If notice is given in writing, the plaintiff must serve written notice of appeal on all other parties. The Clerk of Superior Court the costs of court for the appeal. If the appeal is denied, that party has an additional five (5) days to file the appeal.
13. If the defendant appeals and wishes to remain in possession, the defendant must also post a stay of execution bond within ten (10) days. In the event of an appeal by the tenant to district court, the court may dismiss that appeal under G.S. 7A-228(d). The court may hear the appeal if the tenant fails to file a response within ten (10) days.
14. Upon request of the tenant within seven (7) days of the judgment, the landlord shall release any person or property being placed in lawful possession by execution of the judgment. The landlord shall release the tenant's property and the tenant fails to pay the landlord's regular business hours within seven (7) days. If the landlord may throw away, dispose of, or sell the property, the provisions of G.S. 42-25.9(g). If sold, the landlord shall return the property to the tenant upon request within seven (7) days. If the property is less than \$500.00, it is deemed abandoned. If the property is more than \$500.00, unless the tenant requests, prior to expiration of the judgment, the property to the tenant, in which case the landlord shall return the property to the tenant during regular business hours.

EXHIBIT A

Arrival Date: 12/22/2023 Room Number: 324
Guest Name: Detorress Robinson Folio #: 16181
Street Address: 5804 White Store Rd Date of Birth: 12:00:00 AM
City, State, Zip: Polkton, NC 28135 Driver's License State: _____
Vehicle Make/Model: none ID #: _____
Vehicle Tag Number: none Adults / Children: 2 / 1
Email: [REDACTED]@gmail.com Phone Number: [REDACTED]
Company / Employer: -
Company Address: -
Company City, State, Zip: charlotte, 28227 28227

Guest Registration Agreement:

Maximum occupancy for each one-bed suite is three people. Maximum occupancy for each two-bed suite is four people. At no time may minor children be left unattended. Room charges are due and payable in advance. Rooms are only rented by the week or any longer purchased period of stay agreed to by the parties.

I understand that no pre-paid room charges will be refunded if I stay less than the purchased period of stay. The registered primary guest and all additional guests are jointly and severally liable for all room charges and this does not release any guest occupying the room from his/her obligations for payment. The registered primary guest will also be responsible for ensuring any and all additional guests or invitees adhere to all policies contained in this Guest Agreement. Payments for room charges can be made by the additional registered guest but the return of any deposit can only be received by the registered primary guest on the room. The registered primary guest retains all rights to remove room access privileges for any and all additional guests by contacting the front office and revoking this authorization in writing. All guests occupying the room must be registered with the front desk. At no time may the number of additional guests exceed the maximum occupancy for the room type outlined above.

A damage deposit of up to \$50.00 may be charged at check in for cash paying guests ("Guest" is defined hereafter as both the registered primary guest and any and all additional guests). Guests paying via credit card will not be charged a cash deposit but will be required to place a credit card on file to cover the costs of any damages found in the room after it has been vacated. Guest hereby authorizes Management to deduct the cost of any and all damages to the room from the cash damage deposit, if any, or Guest's credit card on file. Guest agrees to immediately report any room damage, leaks, unsafe or uninhabitable conditions to Management. If the damage deposit does not cover the damages, Management, ("Management" is defined hereafter as Sleep Specialty Management, L.P.) reserves the right to, and will, bring charges against the Guest. The damage deposit is refundable to the Primary Guest named on the room only if: the room is left in a clean rentable condition, and the keys are returned and the room vacated by 12:01 p.m. on the last day of the rental period. If you are entitled to a deposit refund and do not collect it within 15 days of move-out, it is forfeited.

An additional technology fee, which may vary from time to time, will be added to your stay at check-in and/or renewal. The charge for a lost key is \$10.00. The charge to have your door opened is \$10.00. There will be an additional renewal fee if a guest renews after move-out time. There is a \$50 "late move-out" charge if the guest does not vacate room by the prescribed move-out time. If items are left in room after move-out Management will hold the items for 30 days before disposal, with the exception of perishable items, which will be disposed of immediately. Guest agrees that Management is not responsible for damage or theft of any personal property brought on premises. Guest shall indemnify Management against all liability arising during the rental term from injury to person or property occasioned wholly or in part by any act or omission of Guest or Additional guest. Guest acknowledges and agrees that if payment has not been received in full by 12:01 p.m. on the due date, Guest will vacate the room on demand, and thereafter management shall have the right to enter occupant's room for cleaning, remove any personal property remaining, and the room will be rented to another party at Management's convenience.

All other notices of default or demand for payment are waived by Guest. Guest agrees that Management shall have a lien upon, security title to and a security in all furniture, machinery, equipment, consumer goods, and other

performance of all Guest's obligations hereunder if Guest fails to pay room or other charges due hereunder, or otherwise defaults with respect to any provisions of this Agreement. Guest shall not without Management's permission remove, sell, or otherwise dispose of any of the Collateral and Management shall have the right to take possession of the Collateral, and Management may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect at that time in this state or otherwise available to Management. Any notice of intended disposition of Collateral required by applicable law shall be deemed reasonably and properly given if delivered personally to Guest or if mailed by first class mail, postage prepaid, to the Guest's address set forth above. The remedies provided for herein shall be in addition to all other rights and remedies of Management under this Agreement and under applicable law.

Guest acknowledges and agrees that this rental does not establish a permanent residence. The Guest also agrees that they are moving out at the end of each rental period and will be moving in only if Management accepts payment for a new period. The term of the Guest's stay is one period, as defined herein, regardless of whether or not the Guest's belongings have been removed from the room. In the event Guest fails or refuses to promptly vacate the room, Management reserves the right to remove the Guest or take legal action to recover possession from Guest and Guest shall be responsible for any and all expenses including attorney's fees and Court cost incurred in effecting the removal. There shall be no refund of Guest room charges or deposit in the event of termination of Guest's room rental for any violation of this Agreement or the rules. The Guest does not have the right to use or possess the room beyond the period herein or subsequently agreed upon. Subsequent periods may be agreed upon from time to time between the parties hereto.

Management reserves and Guest grants the right to enter and inspect a room at any time. Management reserves the right to require Guest to move rooms for any reason upon giving the guest 48 hours' notice. Management reserves the right to relocate Guest immediately and without 48 hours' notice if Management deems a guest room unsafe or uninhabitable. This agreement shall be governed in accordance with the laws of the state in which the property is located. Guest hereby consents that venue with respect to any actions or proceeding arising out of this Agreement or Guest's occupation of the premises shall lie in the laws of the state in which the property is located. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. I have read, understand and agree to the above.

Management provides Internet access for its guests. Guest agrees to comply with Managements Internet Use Policy which can be found here: <https://www.intownsuites.com/terms/> By signing the pin pad, Guest agrees to and is signing this Agreement. By signing the pin pad, guests further authorizes Management and third party service providers hired by Management to access their personal information. Such third-party providers are not to use the information to which they are granted access except for the purpose for which they were selected to work with Management (or as required by law). For full privacy policy details, visit our website at:

<https://www.intownsuites.com/privacy-policy-2/>

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