

IN THE CIRCUIT COURT FOR BALTIMORE CITY, MARYLAND

EMILY DOE,	*	
c/o Sanford Heisler Sharp, LLP	*	
111 S. Calvert St., Suite 1950	*	
Baltimore, MD 21202	*	
Plaintiff,	*	
	*	
v.	*	Case No.
	*	
UNIVERSITY PLACE APTS, LLC	*	
UNIVERSITY PLACE APTS PARTNER, LLC	*	
1212 Reisterstown Rd.	*	
Baltimore, MD 21208	*	
	*	
SIGNATURE PROPERTIES, LLC	*	
Ste. 215	*	
1700 Reisterstown Road	*	
Baltimore, MD 21208	*	
	*	
Defendants.	*	

* * * * *

COMPLAINT & DEMAND FOR JURY TRIAL

Plaintiff Emily Doe (“Plaintiff” or “Emily”),¹ by and through the undersigned attorneys, hereby sues Defendants University Place Apts, LLC, University Place Apts Partner, LLC, and Signature Properties, LLC (collectively, “Defendants”), and in support thereof, states as follows:

¹ Contemporaneously with this filing, Plaintiff has filed a Motion for Leave to Proceed Anonymously (“Motion”) that sets forth the factual and legal basis for bringing this claim under a pseudonym. Maryland law provides parties with the right to proceed anonymously where, as here, special circumstances concerning the plaintiff’s privacy and the nature of the proceedings outweigh the presumption of openness in court proceedings. *See Doe v. Shady Grove Adventist Hosp.*, 89 Md. App. 351 (1991). The Motion also contains an exhibit, filed under seal, which reveals the name and address of the actual Plaintiff. A copy of that document will be served on Defendants along with the Complaint and the Motion.

NATURE OF THE ACTION

1. Emily Doe was a 26-year-old University of Maryland medical student when, due to Defendants' failure to fix the faulty door, a stranger opened the unlocked exterior door to her apartment building, accessed her apartment, and violently raped her.

2. On the evening of Thursday, May 31, 2018, Emily was in her apartment in the "G" building of University Place Apartments ("University Place" or "the Premises"), at 617 W. Lexington Street in Baltimore, Maryland. At around 11:15 p.m., a man accessed the "G" building through a faulty exterior door that would not lock properly. Once inside, the man was able to access Emily's apartment through her fourth-floor patio door. He quickly entered Emily's apartment, startled her, and violently held her down, strangling her by wrapping his arm around her neck, and forced her to engage in vaginal intercourse, threatening her throughout the attack that he would kill her if she made a sound.

3. Defendants had received complaints about the "G" building's faulty exterior door, including from Emily herself, yet they took no action to maintain or fix the door or to otherwise provide adequate security for their tenants, many of whom are students.

4. Emily seeks all available legal remedies for the preventable and life-altering trauma she has suffered and will continue to suffer.

PARTIES, JURISDICTION, & VENUE

5. At all relevant times, Plaintiff was a resident of Maryland and Baltimore City.

6. Defendant University Place Apts, LLC is a corporation with its principal place of business at 1212 Reisterstown Road in Baltimore County and that regularly transacts business within Baltimore City. Defendant University Place Apts LLC owned and operated University Place during the time Emily Doe lived there.

7. Defendant University Place Apts Partner, LLC is a corporation with its principal place of business at 1212 Reisterstown Road in Baltimore County and that regularly transacts business within Baltimore City. Defendant University Place Apts Partner, LLC owned and operated University Place during the time Emily Doe lived there.

8. Defendant Signature Properties, LLC is a corporation with its principal place of business at 1700 Reisterstown Road in Baltimore County and that regularly transacts business within Baltimore City. Defendant Signature Properties, LLC was the property management company responsible for maintaining University Place during the time Emily Doe lived there.

9. This Court has subject matter jurisdiction over this case pursuant to Sections 1-501 and 4-401 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland.

10. This Court has personal jurisdiction over this case pursuant to Section 6-102 of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland because Defendants maintain their principal places of business in the State of Maryland.

11. The Circuit Court for Baltimore City is a proper venue for this action under Sections 6-201 and 6-202(8) of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland because Defendants carry on regular business in Baltimore City, Maryland, and this is a tort action based on negligence and the cause of action arose in Baltimore City, Maryland.

12. This claim is instituted for the recovery of damages in an amount more than seventy-five thousand dollars (\$75,000.00).

FACTS COMMON TO ALL COUNTS

13. Plaintiff hereby incorporates by reference the allegations set forth in the above paragraphs as if fully set forth herein.

14. When the assault took place, Emily was a medical student at the University of Maryland School of Medicine (“the University”).

15. As a medical student, Emily quickly excelled in her studies and became very active in the medical school community.

16. Emily was also active in student organizations and in the local community.

17. During her first year of medical school, Emily lived in a house farther away from the University.

18. In 2016, prior to her second year of medical school, Emily began searching for an apartment closer to the University, where she would be spending long days in class, training, and studying.

19. Emily visited multiple properties, including University Place.

20. University Place is located approximately 0.2 miles from the medical school.

21. University Place heavily advertised its proximity to the medical school and offered discounted rents to medical school students, as well as other students.

22. In recognition of the young age of many of its student tenants, as well as its downtown Baltimore City location, University Place Apartments emphasized its safety features to Emily prior to her moving in, including a keypad lock to her interior apartment door, as well as the exterior door to the “G” building.

23. Given Defendants’ representations, the discounted rent and close proximity to the University, Emily elected to move into University Place. She moved in on May 21, 2016.

24. During the time Emily lived at University Place, Defendants jointly owned, operated and/or managed University Place.

25. Within only a few months of living at University Place, however, Emily became concerned about property management and safety.

26. Emily was especially worried about a faulty exterior door to her building, the “G” building, which was not locking properly. This faulty door was the only exterior door to the “G” building accessible to tenants and their guests.

27. The exterior door, which opens to a publicly accessible pathway behind the apartment building in downtown Baltimore, posed an obvious safety concern for Emily and her fellow tenants.

28. The faulty exterior door to the “G” building was well-known among tenants at University Place as well as University Place employees. Soon after moving in, Emily received an email from building management in September 2016 regarding safety concerns in the “G” building. In the email, the subject of which was “Security Issue,” management alerted the tenants of the “G” building to “concern[s] in regards to safety” and instructed the tenants to “take the time to make sure that the doors are closed.” The email further stated “[w]e want to make sure you are safe.” The Defendants’ employee, thus, acknowledged that a properly closed exterior door was essential to safety.

29. Emily replied by email just over 10 minutes later that the safety concerns “could be helped if we could fix the door to the G building[.]” Emily explained that the door should “shut tightly” for the benefit of all residents. Emily explained that the exterior door did not close or lock unless forcibly closed by the tenants.

30. Upon information and belief, Defendants received other complaints about the faulty exterior door.

31. Defendants had exclusive control over the exterior door. In fact, Emily's lease expressly forbade her from replacing or tampering with the locks, noting that University Place Apartments would "be responsible for repairs to the Premises, its equipment and appliances furnished by [the l]andlord," and instructed Emily to notify the complex of "any repairs needed on windows or door locks."

32. Despite Emily's notification in writing that the door was faulty and was a safety concern, and Defendants' own acknowledgements in writing that there was a problem with the "G" building's door and that management was concerned about third-party related safety issues if doors were not properly locked, Defendants never repaired the faulty door.

33. Defendants had a duty to repair a known dangerous or defective condition under their control to prevent a foreseeable third-party attack upon their tenants within the leased premises.

34. Upon information and belief, the cost to repair the faulty door would have been minimal and could have been accomplished quickly and easily.

35. Astonishingly, as of April 2020, Defendants still had failed to repair the malfunctioning door, continuing to leave tenants in danger in spite of foreseeable risks of serious harm and knowledge that a tenant was violently sexually assaulted on the Premises.

36. During the time Emily lived in the "G" building, there were numerous other obvious safety defects in the building entrance. Most notably, the "G" building was only illuminated by a cheap, residential lighting fixture.

37. The motion activated security light that was visible on the other buildings was also missing from the "G" building entrance. Instead, there was only a bare electrical box.

38. As a direct and proximate result of Defendants' negligent failures to repair the defective exterior door and to adequately maintain a functioning exterior door and adequate lighting, on Thursday, May 31, 2018, an intruder was able to gain entry to the "G" building, where he violently sexually assaulted Emily.

39. Emily spent most of that day at work, stopping at home briefly before running errands in preparation for her friend's wedding that weekend.

40. She then returned home to clean her apartment and pack for the weekend out of town.

41. At or around 11:15 p.m. that night, a man who was not a University Place resident gained access to the "G" building.

42. The man gained access to the "G" building by entering through the exterior door that University Place staff had acknowledged to be faulty and unsafe. The door was unlocked due to a malfunctioning latch or locking mechanism.

43. After gaining entry to the "G" building, the man climbed the interior stairs to the third floor. On the third floor, he accessed an outdoor common area, climbed the fire escape stairs, and infiltrated Emily's patio on the fourth floor. Because Emily lived on the fourth floor of the apartment building, and the patio door opened onto a secure area, she had a reasonable belief that the patio door entrance was safe.

44. Once inside her apartment, the man surprised Emily, robbed her, and violently sexually assaulted her.

45. The man demanded money from Emily. He then held her down, strangled her by wrapping his arm around her neck, forced her to engage in vaginal intercourse, and threatened to kill her if she made a sound or acted as if she did not enjoy it.

46. Following the assault, Emily's assailant forced her to go into the bathroom to shower and to remain there with the lights off while he left. From the bathroom, Emily heard her assailant open the door onto her patio and exit through that door. She did not hear him go downstairs to the first floor of her apartment. Emily's phone—which the man had taken—was later found in an internal stairwell of Building G that was located on a direct path back to the faulty door.

47. Emily promptly reported the attack to the Baltimore Police Department ("BPD") and went to Mercy Medical Center, a designated treatment center for sexual assault and domestic violence, for a sexual assault forensic examination.

48. During Emily's forensic examination, the nurse found lacerations and bruises throughout her body caused by the sexual assault and strangulation. Emily had lacerations to her neck and genitals, neck pain, difficulty swallowing, discomfort in her hips, and significant bruising to her legs.

49. Footage captured by surveillance video just prior to the assault shows the assailant walk around the apartment complex at least twice before entering the "G" building. Emily recalls viewing additional video footage with members of the Baltimore Police Department showing the assailant entering through the exterior door of the "G" building by simply pulling the faulty door open.

50. Emily's attack was entirely foreseeable to Defendants. By their own admission, Defendants knew the "G" building door did not close effectively and expressed concern that this posed a safety risk to the residents. Furthermore, Emily and—upon information and belief— other tenants informed Defendants that the exterior door to the "G" building was faulty and posed a safety risk.

51. In addition, Emily’s attack was foreseeable to Defendants based on local crime data. A review of the crimes that occurred within a 3.7-mile perimeter surrounding the apartment complex between June 1, 2016 and May 31, 2018—encompassing the time frame between when Emily complained to Defendants about the faulty door and her assault—reveal multiple violent crimes near the property, including four sexual assaults, 63 aggravated assaults, and 14 burglaries.

52. Defendants could reasonably foresee that the faulty exterior door on the “G” building posed a risk of criminal entry and violence by third-parties.

53. Indeed, prior to Emily’s assault, another tenant only narrowly avoided being attacked when, after being followed home by a strange man, she was unable to quickly or adequately close and lock the faulty “G” building door. Instead, because the door would not lock, she had to hold the door closed with all her might, while the stranger pulled on the other side. Only because the stranger eventually gave up and went away was she able to escape harm.

54. Since the attack, Emily has suffered significant mental and emotional trauma, for which she has sought medical treatment.

55. BPD investigated Emily’s assault, but no suspect has ever been identified and/or prosecuted.

56. As a direct and proximate result of Defendants’ negligence, Emily suffered life-altering trauma, which was foreseeable to Defendants and entirely preventable.

COUNT I
(Premises Liability)

57. Plaintiff hereby incorporates by reference the allegations set forth in the above paragraphs as if fully set forth herein.

58. Plaintiff hereby brings a premises liability negligence claim against the Defendants.

59. Defendants owned, operated, maintained, and were otherwise responsible for the Premises.

60. Defendants had exclusive control over the dangerous or defective condition, namely the faulty “G” building door and inadequate lighting fixtures.

61. The lease Plaintiff signed with Defendants required that Defendants would “be responsible for repairs to the Premises, its equipment and appliances furnished by [the l]andlord,” and instructed Emily to notify the complex of “any repairs needed on windows or door locks.” Emily provided Defendants the requisite notice.

62. Defendants had a duty to act reasonably, to use such care and caution as a reasonably prudent person would have used under all the surrounding circumstances to avoid injury to their tenants, and to act with diligence and/or to not act negligently in operating on the Premises.

63. Defendants had a duty to repair a known dangerous or defective condition to prevent a foreseeable attack by a third-party upon their tenants within the leased premises.

64. Furthermore, having taken on the responsibility of providing security measures to its tenants aimed at preventing criminal activities—namely, a locked door and adequate lighting—Defendants had a continuing duty to maintain, inspect, and repair those security measures.

65. Defendants breached these duties and were otherwise negligent by, among other things, failing to take reasonable action to stop a foreseeable risk of harm to its tenants caused by a known dangerous or defective condition, namely the faulty door and inadequate lighting, located within the common areas of the property over which the Defendants retained exclusive control.

66. Additionally, Defendants failed to take reasonable actions to abate a foreseeable risk of harm to Plaintiff and other tenants or to take effective action to eliminate the threat to its

tenants, even though building management were on the Premises and thus, were specifically aware of the imminent risk of harm to its tenants.

67. Defendants also failed to maintain, inspect, and repair the security measures it provided to prevent criminal activities, namely a locked door and adequate lighting located within the common areas of the property.

68. Defendants breached these duties and were otherwise negligent by, among other things:

- a. failing to abate an actual and foreseeable threat of harm;
- b. failing to repair the faulty exterior door of the “G” building despite, upon information and belief, prior complaints about the safety risk of the door and acknowledgement by Defendant in writing of the same; and
- c. failing to adequately maintain safety features, including a properly locking door and a motion-activated light, it provided to its residents in order to prevent criminal activities.

69. The harm that resulted to Plaintiff was foreseeable because Defendants acknowledged that an unlocked door was a safety risk, had received at least one email regarding the faulty exterior door and, upon information and belief, had received other complaints regarding the faulty exterior door on the Premises in the months and weeks leading up to Plaintiff’s assault. In addition, Defendants knew or should have known of recent crime in the surrounding area, including sexual assaults.

70. As a direct and proximate result of Defendants’ negligence, Plaintiff was violently sexually assaulted.

71. As a direct and proximate result of Defendants' negligence, which led to the sexual assault on Plaintiff, Plaintiff experienced and will continue to experience severe pain, suffering, and mental anguish and emotional pain and suffering.

72. Defendants' negligence, with no negligence from Plaintiff, directly and proximately caused the injuries described above.

73. But for Defendants' negligence, Plaintiff would not have been assaulted and Plaintiff would not have suffered these injuries and damages. Given Defendants' direct knowledge of the faulty door, its acknowledgment of the third-party related safety issue posed by the unlocked exterior door, and their continued failure to spend, at most, a few hundred dollars to fix the door, Defendants acted with ill will. Accordingly, Plaintiff is entitled to punitive damages in addition to the damages detailed below.

74. As a direct and proximate result of Defendants' negligence, Emily sustained and continues to sustain injuries for which she is entitled to be compensated, including but not limited to:

- a. past, present, and future emotional pain and suffering;
- b. past, present, and future psychological trauma and impairment;
- c. medical bills and other expenses for past and future treatment related to Defendants' acts;
- d. interference with continuing education and lost educational time;
- e. loss of professional opportunity;
- f. impaired educational capacity;
- g. impaired earning capacity; and
- h. punitive damages.

WHEREFORE, for these harms and losses and others to be proven at trial, Plaintiff seeks compensatory damages and other damages permitted by law in an amount in excess of \$75,000, the exact amount to be established at trial, in addition to punitive damages based on the preceding facts establishing actual malice, costs and attorneys' fees, pre and post-judgment interest on all sums awarded and such other further relief this Court deems just and appropriate.

JURY TRIAL DEMAND

Plaintiff requests a jury trial on all claims so triable pursuant to Maryland Rule 2-325(a).

Dated: February 23, 2021

Respectfully submitted,

/s/ Steven J. Kelly

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