

EXHIBIT 9 — PREMISES SAFETY

Defendant's own notice of a shooting on the property, read together with the storage-security admissions (Exhibit 8) — Defendant had notice of serious security failures and declined to secure the premises.

1 · DEFENDANT NOTIFIED RESIDENTS OF A SHOOTING ON THE PROPERTY

June 12, 2019 — "Property Incident Notification," from **MAA <no-reply@rentcafe.com>** to "All Residents – Post Uptown Place"

*"The purpose of today's letter is to inform you of an incident that occurred at our property. Specifically, **a shooting has been reported**. According to police, the shooting was related to a large unauthorized party that was being held on our property. The Charlotte Mecklenburg Police Department is investigating this incident."*

2 · IN THE SAME NOTICE, DEFENDANT EXPRESSLY DECLINED TO SECURE RESIDENT SAFETY

June 12, 2019 — same letter, continuing

*"While we take steps to promote a safe environment, we also **cannot and do not guarantee personal safety and security for our residents**. ... it is important that you take every measure to assure your own personal [safety]."*

3 · AND DEFENDANT REFUSED TO SECURE THE STORAGE AFTER AN ADMITTED BREAK-IN (EXHIBIT 8)

June 2022 — Property Manager Heather Trent (see Exhibit 8 for the full chain)

*Storage units "#s S5-S8" broken into; **"the door to access the storage units was unlocked"**; and when Plaintiff asked Defendant to install SmartRent locks or fobs, Defendant replied it **"would not be able to replace the storage units with fobs or smart locks."***

Why this matters (offer only when marked): Defendant did not merely have constructive notice — it put its knowledge in writing, repeatedly. Over the tenancy Defendant emailed residents about a pattern of serious incidents — a 2019 shooting, a 2022 storage break-in through an admittedly unlocked door (Exhibit 8), and "personal belongings missing" in 2024 — and issued "building security" reminders, yet declined to guarantee resident safety and refused

to install secure locks when asked. That documented, repeated **actual knowledge** is the scienter that separates willful conduct from mere negligence (Ch. 75); and these written notices are a **proven floor** — the incidents Defendant chose to record, not the full extent. Notice of a dangerous condition plus refusal to cure also supports the warranty of habitability and safety (N.C.G.S. § 42-42). Plaintiff offers Defendant's own written notices; the precise cause of any single incident is for the Court.

Prepared by Plaintiff, pro se. Source: Defendant's own notices and emails, retained by Plaintiff, with passing DKIM/DMARC authentication from the sending domain (sender verified). The original messages are available for the Court's inspection.