

1 Darryl C. Carter  
2 690 Albany Avenue, Apt. 2K  
3 Brooklyn, NY 11203

4 Phone: \_\_\_\_\_

5 Email: \_\_\_\_\_

6 *Attorney Pro Se for the Plaintiff*



7  
8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE EASTERN DISTRICT OF NEW YORK**

10 **25-cv-02095-LDH-MMH**

11 Darryl Chadwich Carter,  
12

Case No.:

13 Plaintiff,

14 vs.

Complaint for Equitable Relief and  
Damages

15 Camba Housing Ventures, Inc.;  
16 Shinda Management Corporation;  
17 Camba, Inc., DOES 1-10;

1.) Declaratory Relief per 28 U.S.C.  
§ 2201;

18 Defendants,  
19

2.) Injunctive Relief  
2) Nuisance

**JURY TRIAL DEMANDED**

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23 **DeArcy Hall, J**  
24 **Henry, MJ**  
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**Darryl C. Carter vs. Camba Housing Ventures, Inc., et al**

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## PARTIES

### 1.

*Darryl Chadwich Carter* is a natural person and the plaintiff in this action. Plaintiff's current address is 690 Albany Avenue, Apt. 2K, Brooklyn, NY 11203.

### 2.

Defendant *Camba Housing Ventures, Inc.* ("CHV") is a domestic not-for-profit corporation whose address is 221-10 Jamaica Avenue, floor 3, Queens Village, NY 11428. Defendant CHV is sued in its **OFFICIAL** capacity. Defendant *Camba, Inc.* ("CAMBA") is a domestic not-for-profit corporation whose address is 1720 Church Avenue, Brooklyn, NY 11226. Defendant **CAMBA**, is sued in its **OFFICIAL** capacity. Defendant *Shinda Management Corporation* ("SHINDA"), is a domestic business corporation whose address is 221-10 Jamaica Avenue, floor 3, Queens Village, NY 11428. Defendant SHINDA is sued in its **OFFICIAL** capacity. Defendants DOES 1-10 are occupants of residential property owned by CAMBA via management care of SHINDA and/or CHV including tenants in apartment 2I, 2J, and several others on different floors. Plaintiff does not know the true identity of such individuals. The complaint will be amended with the true and correct identity of said DOES during the course of one or more pre-trial stages.

## JURISDICTION AND VENUE

3.

Plaintiff brings this action per 28 U.S.C. § 1331. Venue is appropriate per 28 U.S.C. § 1391 (b) (1).

## FACTUAL BACKGROUND

4.

On January 12, 2024, plaintiff per a lease rental agreement with defendant CHV and care of defendant SHINDA, began occupancy of a residential unit per a New York City Fheps Voucher (“CityFHEPS”). Plaintiff is identified in the lease agreement by his legal name Darryl Chadwich Carter. See Exhibit A, item #1, attached hereto.

5.

Notwithstanding said lease agreement, per item #4 above, defendants SHINDA and/or CHV certified to the New York City Department of Health and Mental Hygiene that plaintiff had a mental health condition whereas plaintiff never had a mental health condition. Defendants CHV and/or SHINDA received rental payment for plaintiff’s unit from the New York City Department of Health and

1 Mental Hygiene aka Department of Mental Health ("DOMH"). Program Specialist  
 2 Lenora Browning employed with the New York City Department of Health and  
 3 Mental Hygiene oversees the program which paid defendants SHINDA and/or  
 4 CHV rental payment's for plaintiff's residential unit. See Exhibit A, item #2,  
 5 attached hereto.  
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 8 6.  
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10 Plaintiff obtained an undergraduate Bachelor Degree in Electronics  
 11 Engineering and a graduate Master Degree in Business Management concentrating  
 12 in Project Management. Additionally, plaintiff has more than 20 years experience  
 13 in software engineering and technical project management.  
 14

15  
 16 7.  
 17

18 On August 5, 2024 @ or around 11:09 am, plaintiff submitted a complaint to  
 19 CHV and/or SHINDA per "repeated noise violations" regarding the tenants in the  
 20 apartment across the hall in "2I." See Exhibit A, item #3, attached hereto.  
 21

22  
 23 8.  
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25 On August 7, 2024, plaintiff sent program specialist Lenora Browning an  
 26 email with the subject line: "Follow Up Ongoing Police Issues with Camba,"  
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1 regarding the tenants in the apartment across the hall in "2I." See Exhibit A, item  
 2 #4, attached hereto.

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 4 9.

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 6 On September 7, 2024 @ 2:55:46 PM, plaintiff submitted a loud music/party  
 7 complaint to 311 to be serviced by the New York Police Department and identified  
 8 as 311-19971583 regarding the tenants in the apartment across the hall in "2I." The  
 9 New York Police Department later closed the complaint with the statement: "The  
 10 Police Department responded to the complaint and took action to fix the  
 11 condition." See Exhibit A, item #5, attached hereto.

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 14 10.

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 16 On December 25, 2024 @ or around 10:52 pm, plaintiff sent defendant  
 17 SHINDA and/or CHV and email with the subject line: "12/25/2024: Failure Notice  
 18 – Shinda Management Blocking Emails to Avoid Knowledge of Complaints or  
 19 Otherwise Furthering the Underlying Issues[.]" The email was direct to SHINDA  
 20 assistant manager Vanessa Smith. The email bounced back as with the following  
 21 comment: "550: 5.4.1 Recipient address rejected: Access denied  
 22 [CY4PEPF0000EE3B.namprd03.prod.outlook.com 2024-12-26T03:53:17.840Z  
 23 08DD2248B98F7CC4][.]" See Exhibit A, item#6, pgs. 2-3, attached hereto.

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 25  
 26  
 27 11.

1 On January 1, 2025, @ or around 1:11 pm, plaintiff sent SHINDA  
2 representative Jamal Coull and the New York Police Department an email, with  
3 the subject line: "Second Notice Civil Nuisance Apartment 2I, 690 Albany  
4 Avenue, Brooklyn, NY[.]" See Exhibit A, item #7, attached hereto.  
5

6  
7 12.

8 On March 11, 2025, plaintiff mailed a certified letter per article # 9589-  
9 0710-5270-0745-7333-07 to SHINDA address to assistant manager Vanessa  
10 Smith, complaining of "Nuisance" and "Maintenance and Repair," issues. Also,  
11 plaintiff requested for defendant SHINDA and/or CHV to deliver a copy of  
12 plaintiff's CityFHEPS voucher as plaintiff, so that plaintiff could seek occupancy  
13 with another residential facility, since plaintiff had not intention of responding in  
14 the affirmative regarding defendant SHINDA's and/or CHV's "Recertification"  
15 request since plaintiff complained of issues with fraud. See Exhibit A, item #8,  
16 attached hereto.  
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22 13.

23 On April 13, 2025 @ or around 5:55 PM, plaintiff sent defendant(s)  
24 SHINDA and/or CHV an email with the subject line: "April 13, 2025: Camba,  
25 Shinda Complaint; Litigation Hold Documentation[.]" Plaintiff included, *inter*  
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1 alia, New York City HPD, Lenora Browning, New York Police Department, and  
2 the New York City Council on said email. See Exhibit A, item #9, attached hereto.  
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4 14.

5  
6 **CAUSES OF ACTION**  
7 **COUNT I**

8 **(DECLARATORY RELIEF PER 28 U.S.C. § 2201; INJUNCTIVE RELIEF)**

9 **(ASSERTED AGAINST: SHINDA; CHV; CAMBA)**

10 15.

11  
12 Plaintiff alleges and incorporates ¶¶ 1-13 as though fully set forth herein.  
13 Additionally, plaintiff incorporates Exhibit A attached hereto and attests to the  
14 same as authentic, true, and correct copies of said documentation.  
15

16 16.

17  
18 Defendant CAMBA is the property owner who appointed SHINDA and/or  
19 CHV as its agent, for residential management activities of its property, and in  
20 particular plaintiff's residential property in question. At no time in plaintiff's life  
21 has he ever been under the employment, directly or indirectly, with law  
22 enforcement nor any employment or contract with the United States federal  
23 government in any capacity, whatsoever, including and especially any Department  
24 of Defense "Black Ops" team. Plaintiff never received any monetary payments or  
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1 any other type of tangible or intangible gain from the federal government related to  
 2 any type of employment since none ever existed.

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 4 17.

5  
 6 Since the outset of this relationship with defendants CAMBA, SHINDA,  
 7 and/or CHV, plaintiff has been burdened with very serious issues which plaintiff  
 8 characterized as fraud, a civil nuisance with one or neighbors involving drug  
 9 trafficking and/or use, intentional nuisance loud noise, threats, and plaintiff's  
 10 repeated complaints of abuses involving 702 FISA PRISM with respect to hidden  
 11 camera devices in plaintiff's unit where plaintiff was and is being watched or  
 12 monitored on camera constantly as part of a political criminal cover up between  
 13 the now departed Biden Administration and the, now, Trump Administration.

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 17 18.

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 19 It is this political criminal cover up, *ante*, which has driven the relationship  
 20 between defendants CAMBA, SHINDA, and/or CHV and plaintiff, and in  
 21 particular the false and utterly fraudulent representation that plaintiff had and/or  
 22 has a mental condition thereby qualifying his unit to be paid, by the what CAMBA  
 23 representative Ms. Gore characterized as, DOMH *i.e.* the Department of Mental  
 24 Health. Moreover, the basis for the in home residential camera monitoring, since  
 25 virtually day one was the outgoing Biden Administration's criminal cover up  
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1 schemes whereas his administration rigged one or more of plaintiff's civil actions  
2 in the Southern District of New York with the intent of embezzlement to the  
3 advantage of WOKE operatives, coupled with 702 FISA PRISM and direct willful  
4 abuses via Biden's Intelligence Community *i.e.* the F.B.I and/or CIA with the aim  
5 and intent of persuading plaintiff to leave the country via the Mexico or Canada  
6 border via stalking and communicating with plaintiff via government shadow  
7 communications and tracking which also directly involved members of SHINDA  
8 and/or CHV such as Jamal Coull and Vanessa Smith. There is no mystery to these  
9 federal government abuses as the Red team under Trump and MAGA has  
10 complained for years of verified issues such as "**Lawfare**," and "**Gaslighting**,"  
11 and "**Government Weaponization**" against civilians using the courts and the  
12 federal government's Intelligence Community. In fact, **JudicialWatch.org** and  
13 others have featured all of these topics especially "**Government Weaponization**"  
14 and "**Lawfare**" in depth over the past several years leading up to and through the  
15 2024 presidential election; let, alone, a dozen or so JudicialWatch led FOIA  
16 lawsuits related thereto.  
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24 19.

25 At the same time, the Red team under then candidate Trump was, also,  
26 engaging in the same activities *i.e.* stalking and communicating with plaintiff via  
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1 shadow communications and tracking with the aim and intent of causing plaintiff  
2 to leave the country via the Mexico or Canada border as part of a "White Cover  
3 up," to make plaintiff "Dead" or "Disappear" such as to evade the WOKE regime  
4 and therefore curtail the money embezzlement schemes of team WOKE under  
5 Biden's Administration. Furthermore, the Red team under then candidate Trump  
6 deployed stalking, tracking, harassing, and using the federal government's  
7 intelligence to harass plaintiff under the auspicious of plaintiff being aligned with  
8 WOKE, which was categorically false. And even, if so, which it was never so, the  
9 government has never been authorized to use the intelligence community to engage  
10 in civilian "Weaponization," which is particularly troubling given team Trump  
11 complained extensively of the Biden Administration's "Weaponization," activities  
12 while team the Red team, under then candidate Trump, engaged in the same  
13 activity against plaintiff. In short, plaintiff was intentionally situated at the  
14 CAMBA and/or CHV property as part of political criminal cover up to which  
15 CAMBA and/or CHV were direct participants and knew from day one the scope  
16 of their involvement; let alone the fact that the goal was to dupe plaintiff into  
17 leaving the premises and the country pursuant some Jesus BS scam which was  
18 nothing more than a political party cover up from the beginning. The political  
19 cover up in essence is founded upon the hidden and concealed social and political  
20 warfare between Blacks (WOKE) and Whites (MAGA). The entire period of  
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1 plaintiff's occupancy with CAMBA and/or CHV plaintiff has been barraged with  
2 verified instances per still pictures, videos, and police reported incidents of  
3 political operatives, *ante*, tracking and stalking plaintiff, again, trying to dupe  
4 plaintiff to leave the country to plaintiff's detriment on some Jesus BS scam.  
5

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7 20.

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9 The United States Constitution does not require plaintiff be a member of any  
10 political party to exercise his Constitutional Rights including but not limited to due  
11 process, privacy (Bill of Rights), equal protection, freedom of religious belief-  
12 association, and freedom of speech. Furthermore, the United States Constitution  
13 does not reference anything about any political party whatsoever.  
14  
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17 21.

18 Notwithstanding plaintiff's constitutional and statutory rights, defendants  
19 CAMBA and/or CHV knowingly and willfully participated in a political criminal  
20 cover up scheme involving the fraudulent representation to the City of New York  
21 via one or more of its Departments, *ante*, that plaintiff had a mental health  
22 condition as the basis for collecting ill gotten gains from the City of New York.  
23 Moreover, it is for these reasons *i.e.* the political party criminal cover up scheme,  
24 that CAMBA and/or CHV never took any affirmative actions to abate the civil  
25 nuisance situation(s) with neighbors and drug trafficking-use, since the direct  
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1 intent was to cause the nuisance conditions to rise to the level of forcing plaintiff to  
2 leave the premises on some Jesus BS scam to plaintiff's detriment.

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4 22.

5  
6 CAMBA as the property owner knew of should have known of the  
7 [mis]management activities of its agent(s) SHINDA and/or CHV, if nothing else  
8 via periodic audits. Moreover, CAMBA cannot position SHINDA and/or CHV as  
9 its agent as a means to shield itself from liability driven by its agents who operated  
10 under the expressed direction and consent of CAMBA.  
11  
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13 23.

14  
15 Plaintiff seeks a declaration that he is the victim of a well orchestrated  
16 political criminal cover up scheme to which CAMBA, CHV, and SHINDA were  
17 participants; A declaration that plaintiff has a cause of action for fraud against the  
18 federal government for its role under the outgoing and current administrations for  
19 their role in the fraud scheme which has literally cost plaintiff hundreds of  
20 thousands in damages if not more, whereas the federal government via its political  
21 parties, *ante*, targeted plaintiff with the most heinous and egregious type of  
22 conduct a government could carry out *i.e.* deploying the federal government's  
23 Intelligence Community (Civilian Weaponization) to stalk, track, harass, and target  
24 plaintiff pursuant criminal cover up schemes using 702 FISA PRISM, while  
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1 engaging CAMBA, SHINDA, and/or CHV to posit that plaintiff had a mental  
2 health condition; thus discrediting plaintiff's allegations of federal government  
3 abuse of power (702 FISA PRISM, domestic espionage, 4<sup>th</sup> Amendment violations,  
4 etc.), corruption, fraud, weaponization, and criminal cover ups; a declaration that  
5 plaintiff arrived at the residence in question owned by CAMBA, by way of a 100%  
6 fully paid CityFHEPS voucher, and at no time did plaintiff ever have any mental  
7 health condition from which CAMBA, as a beneficiary, per SHINDA and/or  
8 CHV's rent collection activities were entitled to collect and receive rents from the  
9 City of New York predicated on any type of mental health condition and that doing  
10 so constituted fraud; a declaration that plaintiff has a cause of action against  
11 CAMBA, SHINDA, and/or CHV for its actions and activities with respect to its  
12 misrepresentation that plaintiff had any type of mental health condition; thus,  
13 severely damaging plaintiff's reputation and causing astounding economic  
14 damages to date and forward looking.

21 24.

22 Plaintiff seeks to enjoin the residential harassment with respect to  
23 SHINDA's and/or CHV's failure to abate the herein identified nuisance activities  
24 with tenants including repeated intentional very loud noise violations, tenant trash  
25 outside the door, tenants stalking plaintiff's apartment yelling obscenities, tenants  
26  
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1 threatening plaintiff, tenant drug use, tenant drug trafficking, SHINDA's and/or  
2 CHV's persistent illicit camera monitoring inside plaintiff's residential unit  
3 including the restroom; to enjoin the misrepresentation of the name "DARRYL  
4 CARTER" on fraudulent billing statements directed to plaintiff; to enjoin the  
5 withholding of plaintiff's CityFHEPS voucher which plaintiff requires to seek  
6 residential occupancy elsewhere; to enjoin the installation and/or further use of any  
7 camera monitoring device in plaintiff's residential dwelling and to immediately  
8 and promptly remove the same; to enjoin the further use of any 702 FISA PRISM  
9 activities whatsoever which were predicated upon fraud in the first place; and to  
10 enjoin harassment, stalking, tracking, or targeting of plaintiff in any way shape or  
11 form.  
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16 25.

## 17 18 **COUNT II**

19 **(NUISANCE)**

20 **(ASSERTED AGAINST: SHINDA; CHV; CAMBA; DOES 1-10)**

21 26.

22 Plaintiff alleges and incorporates ¶¶ 1-13 as though fully set forth herein.  
23  
24 Additionally, plaintiff incorporates Exhibit A attached hereto and attests to the  
25 same as authentic, true, and correct copies of said documentation.  
26  
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28 27.

28.

CAMBA, as the owner of the real property in question, directed SHINDA and/or CHV as to the policies, practices, and operations of its residential facilities especially as it pertains to engaging with the City of New York for guaranteed rents from individuals holding housing vouchers, individuals with disabilities, and low income tenants.

29.

SHINDA and/or CHV directly knew about plaintiff's complaints per nuisance activities especially since plaintiff contact Lenora Browning on more than one occasion regarding nuisance and criminal activities with DOES. Moreover, SHINDA assistant manager Vanessa Smith started blocking plaintiff's emails and communications, following said complaint to Lenora Browning and the New York Police Department such as to evade responsibility for addressing the nuisance activities it employed which routinely and regularly interfered with plaintiff's quiet enjoyment of the dwelling.

30.



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1 SHINDA's and/or CHV's failure, which on its face shows intent, to address  
2 the nuisance activities illustrates mismanagement and how both SHINDA and/or  
3 CHV were involved in the political criminal government schemes, the aim of  
4 which was to force plaintiff off of the premises in bad faith, notwithstanding  
5 concurrently collecting rent monies from the City of New York predicated upon  
6 fraud i.e. falsely certifying that plaintiff had a mental condition for disability which  
7 never existed. SHINDA's and/or CHV's breach of their duties under the law has  
8 subjected plaintiff to persistent and consistent emotional distress; let alone a hostile  
9 situation with tenant threats from across the hall in apartment "2I" and tenant drug  
10 use/trafficking out the the adjacent apartment in "2J." Moreover, the premises has  
11 a history of drug trafficking as the New York Police Department raided the  
12 residence of drug trafficking "Kingpin" living in the adjacent building, also, owned  
13 by CAMBA and under the management of SHINDA and/or CHV. And SHINDA's  
14 and/or CHV's fraud related to plaintiff's mental health has severely and  
15 catastrophically injured plaintiff's reputation and employment prospects.

22 31.

24 It is well settled in New York that: "a nuisance which results in substantial  
25 continuing damage to neighbors must be enjoined. (*Whalen v. Union Bag & Paper*  
26 *Co.*, 208 N.Y. 1; *Campbell v. Seaman*, 63 N.Y. 568; see, also, *Kennedy v. Moog*  
27  
28

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1 *Servocontrols*, 21 N Y 2d 966.) “ See, *Boomer v. Atl. Cement Co.*, 26 NY 2d 219  
2 (1970). And maintenance of a “Nuisance is based upon the maxim that “a man  
3 shall not use his property so as to harm another” (*Joyce, Law of Nuisance*, p 45;  
4 see, also, *Copart Inds., v Consolidated Edison Co.*, 41 N.Y.2d 564). It traditionally  
5 required that, after a balancing of risk-utility considerations, the gravity of the  
6 harm to a plaintiff be found to outweigh the social usefulness of a defendant’s  
7 activity. (Prosser, *Law of Torts* [4th ed], p 581” See, *Little Joseph v. Babylon*, 41  
8 NY 2d 738 (1977).  
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12 32.  
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14 Defendants not only failed to act in good faith and intentionally maintained  
15 a nuisance, with the aim and intent of forcing plaintiff out of his premises,  
16 defendants SHINDA and/or CHV failed to address the nuisance actors since they  
17 are Black and SHINDA and/or CHV disproportionately and willfully, permits  
18 violations and criminal behavior committed by Blacks as SHINDA and/or CHV is  
19 WOKE and/or supports the Black WOKE agenda. Furthermore, SHINDA and/or  
20 CHV continued to allow the nuisance even after one or more complaints to the  
21 New York City HPD office which has housing code enforcement authority over  
22 property owners with respect to maintenance and repairs. According to the New  
23 York City HPD Online, as of April 13, 2025 SHINDA and/or CHV has 69  
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1 reported complaints over the course of just over a year; two closed litigation  
2 actions and one pending litigation; fifteen cited work orders requiring payment(s)  
3 by SHINDA and/or CHV of \$1,108.23. And this is against the backdrop of  
4 CAMBA, who filed a 2022 tax return (Form 990) with the Internal Revenue  
5 Service showing net earnings of over \$238 million and net assets of over \$19  
6 million. Additionally, in the same tax year 2022, CAMBA Inc., reported salaries  
7 paid to: Joanne M. Oplustil, \$600, 604; David A. Rowe, \$607, 436; Valerie A.  
8 Barton-Richardson, \$436,969 ;Thomas Dambakly, \$405, 000, to name a few.  
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12 33.  
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14 Plaintiff seeks compensatory damages of \$100,000 for the fraud, reputation  
15 damage, economic losses both past and forward looking related thereto, and the  
16 persistent emotional stress and trauma dealing with the mismanagement of  
17 CAMBA properties, per their agents SHINDA and/or CHV. Plaintiff further seeks  
18 a declaration that plaintiff's living arrangements with SHINDA and/or CHV were  
19 predicated on fraud and misrepresentation of plaintiff's mental health; a  
20 declaration that plaintiff's misrepresentations regarding plaintiffs mental health  
21 entitles plaintiff to an action for fraud; a declaration that CAMBA has abused its  
22 501 (c) status to the detriment of the clients, including plaintiff, it alleges to serve;  
23 but, its true aim is to collect windfalls of grants from federal and/or state sources  
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1 with which it pays several of its management team \$400,000 or more in annual  
2 salaries while refusing to make maintenance and repairs to plaintiff's unit.  
3

4 34.

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6 **PRAYER**  
7 **JURY TRIAL DEMANDED**  
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9 35.

10 **WHEREFORE**, plaintiff pray for judgment against defendants and others as  
11 follows:  
12

13 **Regarding the first claim of relief (Declaratory and Injunctive Relief):**  
14

- 15 1. Plaintiff seeks a declaration that he is the victim of a well orchestrated  
16 political criminal cover up scheme to which CAMBA, CHV, and SHINDA  
17 were participants; A declaration that plaintiff has a cause of action for fraud  
18 against the federal government for its role under the outgoing and current  
19 administrations for their role in the fraud scheme which has literally cost  
20 plaintiff hundreds of thousands in damages if not more, whereas the federal  
21 government via its political parties, *ante*, targeted plaintiff with the most  
22 heinous and egregious type of conduct a government could carry out *i.e.*  
23 deploying the federal government's Intelligence Community (Civilian  
24 Weaponization) to stalk, track, harass, and target plaintiff pursuant criminal  
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1 cover up schemes using 702 FISA PRISM, while engaging CAMBA,  
2 SHINDA, and/or CHV to posit that plaintiff had a mental health condition;  
3 thus discrediting plaintiff's allegations of federal government abuse of  
4 power (702 FISA PRISM, domestic espionage, 4<sup>th</sup> Amendment violations,  
5 etc.), corruption, fraud, weaponization, and criminal cover ups; a declaration  
6 that plaintiff arrived at the residence in question owned by CAMBA, by way  
7 of a 100% fully paid CityFHEPS voucher, and at no time did plaintiff ever  
8 have any mental health condition from which CAMBA, as a beneficiary, per  
9 SHINDA and/or CHV's rent collection activities were entitled to collect and  
10 receive rents from the City of New York predicated on any type of mental  
11 health condition and that doing so constituted fraud; a declaration that  
12 plaintiff has a cause of action against CAMBA, SHINDA, and/or CHV for  
13 its actions and activities with respect to its misrepresentation that plaintiff  
14 had any type of mental health condition; thus, severely damaging plaintiff's  
15 reputation and causing astounding economic damages to date and forward  
16 looking.

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24 2. Plaintiff further seeks to enjoin the residential harassment with respect to  
25 SHINDA's and/or CHV's failure to abate the herein identified nuisance  
26 activities with tenants including repeated intentional very loud noise  
27 violations, tenant trash outside the door, tenants stalking plaintiff's  
28

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1 apartment yelling obscenities, tenants threatening plaintiff, tenant drug use,  
2 tenant drug trafficking, SHINDA's and/or CHV's persistent illicit camera  
3 monitoring inside plaintiff's residential unit including the restroom; to enjoin  
4 the misrepresentation of the name "DARRYL CARTER" on fraudulent  
5 billing statements directed to plaintiff; to enjoin the withholding of  
6 plaintiff's CityFHEPS voucher which plaintiff requires to seek residential  
7 occupancy elsewhere; to enjoin the installation and/or further use of any  
8 camera monitoring device in plaintiff's residential dwelling and to  
9 immediately and promptly remove the same; to enjoin the further use of any  
10 702 FISA PRISM activities whatsoever which were predicated upon fraud in  
11 the first place; and to enjoin harassment, stalking, tracking, or targeting of  
12 plaintiff in any way shape or form.

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18 **Regarding the second claim of relief (Nuisance):**

- 19  
20 1. Plaintiff seeks compensatory damages of \$100,000 for the fraud, reputation  
21 damage, economic losses both past and forward looking related thereto, and  
22 the persistent emotional stress and trauma dealing with the mismanagement  
23 of CAMBA properties, per their agents SHINDA and/or CHV.  
24  
25 2. Plaintiff further seeks a declaration that plaintiff's living arrangements with  
26 SHINDA and/or CHV were predicated on fraud and misrepresentation of  
27  
28

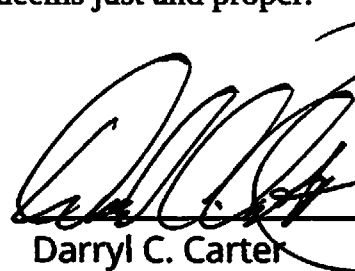
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1 plaintiff's mental health; a declaration that plaintiff's misrepresentations  
2 regarding plaintiff's mental health entitles plaintiff to an action for fraud; a  
3 declaration that CAMBA has abused its 501 (c) status to the detriment of the  
4 clients, including plaintiff, it alleges to serve; but, its true aim is to collect  
5 windfalls of grants from federal and/or state sources with which it pays  
6 several of its management team \$400,000 or more in annual salaries while  
7 refusing to make maintenance and repairs to plaintiff's unit.  
8  
9  
10

11 **Regarding all claims for relief:**

- 12
- 13 1. An order for all defendants to pay any and all of plaintiff's costs pursuant  
14 this action, including attorney fees, to the extent incurred, pursuant the work  
15 expended for this action.  
16
  - 17 2. Equitable recovery of plaintiff's time pursuing this action.  
18
  - 19 3. Any further relief that the Court deems just and proper.  
20

21  
22  
23 DATED: April 14, 2025

24  *WPC/MLK*  
25 *Signature*  
26 *04/14/25*  
27 Darryl C. Carter  
28