

STATE OF NORTH CAROLINA

File No.

22 CVS 73

Madison County

FILED

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1

Jennifer J. Gregory, Individually, and as Co-Trustee of The Michael and Jennifer Gregory Living Trust

2022 JUL -7 A 10:35

MADISON CO., C.S.C. GENERAL CIVIL ACTION COVER SHEET

Name And Address Of Plaintiff 2

BY INITIAL FILING SUBSEQUENT FILING

Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1

Mary Jane Wallin, The Town of Marshall, North Carolina, and The County of Madison, North Carolina

Name And Address Of Attorney Or Party, if Not Represented (complete for initial appearance or change of address)

Jamie A. Stokes
One Oak Plaza, Suite 207
Asheville, NC 28801

Summons Submitted

Yes No

Telephone No.

(828) 253-3661

Cellular Telephone No.

Name And Address Of Defendant 2

NC Attorney Bar No.

33795

Attorney Email Address

jamie@leakeandstokes.com

Initial Appearance in Case Change of Address

Name Of Firm

Leake & Stokes, PLLC

Fax No.

(828) 258-8754

Summons Submitted

Yes No

Counsel For

All Plaintiffs All Defendants Only (list party(ies) represented)
Mary Jane Wallin and The Town of Marshall

Jury Demanded In Pleading Complex Litigation Stipulate to Arbitration

TYPE OF PLEADING

(check all that apply)

- Amend (AMND)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Assess Costs (COST)
Answer/Reply (ANSW-Response) (see Note)
Change Venue (CHVN)
Complaint (COMP)
Confession Of Judgment (CNFJ)
Consent Order (CONS)
Consolidate (CNSL)
Contempt (CNTP)
Continue (CNTN)
Compel (CMPL)
Counterclaim (CTCL) Assess Court Costs
Crossclaim (list on back) (CRSS) Assess Court Costs
Dismiss (DISM) Assess Court Costs
Exempt/Waive Mediation (EXMD)
Extend Statute Of Limitations, Rule 9 (ESOL)
Extend Time For Complaint (EXCO)
Failure To Join Necessary Party (FJNP)

- Failure To State A Claim (FASC)
Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
Improper Venue/Division (IMVN)
Including Attorney's Fees (ATTY)
Intervene (INTR)
Interplead (OTHR)
Lack Of Jurisdiction (Person) (LJPN)
Lack Of Jurisdiction (Subject Matter) (LJSM)
Modification Of Child Support In IV-D Actions (MSUP)
Notice Of Dismissal With Or Without Prejudice (VOLD)
Petition To Sue As Indigent (OTHR)
Rule 12 Motion In Lieu Of Answer (MDLA)
Sanctions (SANC)
Set Aside (OTHR)
Show Cause (SHOW)
Transfer (TRFR)
Third Party Complaint (list Third Party Defendants on back) (TPCL)
Vacate/Modify Judgment (VCMD)
Withdraw As Counsel (WDCN)
Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

(Over)

**CLAIMS FOR RELIEF**

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Administrative Appeal (ADMA)      | <input type="checkbox"/> Limited Driving Privilege - Out-Of-State Convictions (PLDP) | <input type="checkbox"/> Product Liability (PROD)                 |
| <input type="checkbox"/> Appointment Of Receiver (APRC)    | <input type="checkbox"/> Medical Malpractice (MDML)                                  | <input type="checkbox"/> Real Property (RLPR)                     |
| <input type="checkbox"/> Attachment/Garnishment (ATTC)     | <input type="checkbox"/> Minor Settlement (MSTL)                                     | <input type="checkbox"/> Specific Performance (SPPR)              |
| <input type="checkbox"/> Claim And Delivery (CLMD)         | <input type="checkbox"/> Money Owed (MNYO)   | <input type="checkbox"/> Other (specify and list each separately) |
| <input type="checkbox"/> Collection On Account (ACCT)      | <input type="checkbox"/> Negligence - Motor Vehicle (MVNG)                           |   |
| <input type="checkbox"/> Condemnation (CNDM)               | <input type="checkbox"/> Negligence - Other (NEGO)                                   |   |
| <input type="checkbox"/> Contract (CNTR)                   | <input type="checkbox"/> Motor Vehicle Lien G.S. Chapter 44A (MVLN)                  |   |
| <input type="checkbox"/> Discovery Scheduling Order (DSCH) | <input type="checkbox"/> Possession Of Personal Property (POPP)                      |   |
| <input type="checkbox"/> Injunction (INJU)                 |  |   |

Date

7/7/22

Signature Of Attorney/Party

*James A Stokes*

**FEES IN G.S. 7A-308 APPLY**

- Assert Right Of Access (ARAS)  
 Substitution Of Trustee (Judicial Foreclosure) (RSOT)  
 Supplemental Procedures (SUPR)

**PRO HAC VICE FEES APPLY**

Motion For Out-Of-State Attorney To Appear In NC Courts In A Civil Or Criminal Matter (Out-Of-State Attorney/Pro Hac Vice Fee)

No.	<input type="checkbox"/> Additional Plaintiff(s)

No.	<input type="checkbox"/> Additional Defendant(s)	<input type="checkbox"/> Third Party Defendant(s)	Summons Submitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Plaintiff(s) Against Whom Counterclaim Asserted

Defendant(s) Against Whom Crossclaim Asserted

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

COUNTY OF MADISON

SUPERIOR COURT DIVISION

FILE NO. 22 CVS 73

**FILED**

2022 JUL -7 A 10:49

MADISON CO., C.S.C.

JENNIFER J. GREGORY, individually, and as )  
Co-Trustee of THE MICHAEL AND )  
JENNIFER GREGORY LIVING TRUST, )  
Plaintiff, )

v. )

MOTIONS, DEFENSES,  
AND ANSWER

MARY JANE WALLIN, THE TOWN OF )  
MARSHALL, NORTH CAROLINA, and THE )  
COUNTY OF MADISON, NORTH CAROLINA, )  
Defendants. )

**FIRST DEFENSE AND MOTION**

NOW COMES the Defendant Town of Marshall, North Carolina, and hereby moves this Honorable Court to dismiss the Plaintiffs' Complaint against this Defendant based on the doctrines of governmental and/or sovereign immunity.

**SECOND DEFENSE AND MOTION**

NOW COME the Defendants Town of Marshall, North Carolina, and Mary Jane Wallin, by and through the undersigned counsel, and pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure, hereby moves this Honorable Court to dismiss the Plaintiffs' Complaint against these Defendants for failure to state a claim upon which relief could be granted.

**THIRD DEFENSE AND MOTION**

NOW COME the Defendants Town of Marshall, North Carolina, and Mary Jane Wallin, by and through the undersigned counsel, and pursuant to Rule 12(c) of the North Carolina Rules of Civil Procedure, hereby moves that the Plaintiffs' Complaint against these Defendants be dismissed by way of judgment on the pleadings.

**FOURTH DEFENSE AND ANSWER**

NOW COME the Defendants Town of Marshall, North Carolina, and Mary Jane Wallin, by and through the undersigned counsel, and in further defense and answer, hereby respond to the allegations contained in the Plaintiffs' Complaint as follows:

1. Admitted, upon information and belief.
2. Admitted, upon information and belief.
3. Admitted.
4. It is admitted that the Defendant Town of Marshall is a municipal corporation duly chartered and organized and existing under the laws of the State of North Carolina possessing the powers, duties, and authorities vested in it by the General Assembly of the State of North Carolina. Except as herein admitted, the allegations contained in Paragraph 4 of the Complaint are denied.
5. It is admitted that the Defendant Madison County is a duly recognized county organized and existing under the laws of the State of North Carolina possessing the powers, duties, and authorities vested in it by the General Assembly of the State of North Carolina and the North Carolina Constitution. Except as herein admitted, these Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 5 of the Complaint and same are, therefore, denied.
6. Admitted.
7. Denied.
8. Admitted.
9. Admitted.
10. Admitted.
11. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint and same are, therefore, denied.
12. Admitted, upon information and belief.
13. The Defendant Town of Marshall are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of the Complaint and same are, therefore, denied. The Defendant Mary Jane Wallin admits the allegations contained in Paragraph 13 of the Complaint.
14. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of the Complaint and same are, therefore, denied.
15. Admitted.

16. Admitted.
17. Admitted.
18. Denied.
19. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of the Complaint and same are, therefore, denied.
20. Denied.
21. Denied.
22. Denied.
23. Denied.
24. It is admitted that J. Gregory was allowed electric service at 249 Rollins Road after she committed to put a small modular home, rather than a camper, on the site. Except as herein admitted, these Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of the Complaint and same are, therefore, denied.
25. Denied, upon information and belief.
26. The Defendant Town of Marshall is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of the Complaint and same are, therefore, denied. The Defendant Mary Jane Wallin denies the allegations contained in Paragraph 26 of the Complaint.
27. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of the Complaint and same are, therefore, denied.
28. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of the Complaint and same are, therefore, denied,
29. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of the Complaint and same are, therefore, denied.
30. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of the Complaint and same are, therefore, denied.

31. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of the Complaint and same are, therefore, denied.
32. It is admitted that the Rollins Road area was flooded in December of 2018 and again in February of 2019. Except as herein admitted, these Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of the Complaint and same are, therefore, denied.
33. It is admitted that this area flooded in December of 2018 and in April of 2019. Except as herein admitted, these Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of the Complaint and same are, therefore, denied.
34. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of the Complaint and same are, therefore, denied.
35. Denied.
36. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of the Complaint and same are, therefore, denied.
37. Denied.
38. Denied.
39. Denied.
40. Denied.
41. Denied.
42. Denied.
43. It is admitted that the river flooded again in March of 2021. Except as herein admitted, These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 43 of the Complaint and same are, therefore, denied.
44. Denied.
45. Denied.

46. Denied.
47. Admitted.
48. Denied.
49. Denied.
50. Denied.
51. Admitted.
52. Denied.
53. Denied.
54. Denied.
55. Denied.
56. Denied.
57. It is admitted that Gilliam agreed to maintain the removed dirt. Except as herein admitted, the allegations contained in Paragraph 57 are denied.
58. Admitted.
59. Denied.
60. It is admitted that J. Gregory had the Property surveyed, upon information and belief. Except as herein admitted, the allegations contained in Paragraph 60 of the Complaint are denied.
61. It is admitted that survey markers were placed in an area located off of the Defendant Wallin's property. Except as herein admitted, the allegations contained in Paragraph 61 of the Complaint are denied.
62. Denied.
63. Denied.
64. Denied.
65. Denied.
66. Denied.

67. Denied.
68. Denied.
69. Denied.
70. Denied.
71. Denied.
72. Denied.
73. Denied.
74. It is admitted that the Defendant Wallin caused a criminal Complaint to issue against J. Gregory's brother and that the address where the aforesaid brother lived in Alabama was listed on the Complaint. Except as herein admitted, the allegations contained in Paragraph 74 of the Complaint are denied.
75. These Defendants are without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 75 of the Complaint and same are, therefore, denied.
76. Denied.
77. Denied.
78. Denied.
79. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 78 hereinabove.
80. Denied.
81. Denied.
82. Denied.
83. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 82 hereinabove.
84. Denied.
85. Denied.

86. Denied.
87. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 86 hereinabove.
88. Denied.
89. Denied.
90. Denied.
91. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 90 hereinabove.
92. Denied.
93. Denied.
94. Denied.
95. Denied.
96. Denied.
97. Denied.
98. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 97 hereinabove.
99. Denied.
100. Denied.
101. Denied.
102. Denied.
103. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 102 hereinabove.
104. Denied.
105. Denied.
106. Denied.

107. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 106 hereinabove.

108. Denied.

109. The Defendants hereby incorporate by reference their responses to Paragraphs 1 through 108 hereinabove.


110. Denied.

WHEREFORE, the Defendants Town of Marshall, North Carolina, and Mary Jane Wallin pray for the following relief:

1. That the Court dismiss the Plaintiffs' Complaint based upon the doctrine of sovereign immunity, the doctrine of governmental immunity, and/or the failure to state a claim upon which relief may be granted.
2. That the Court grant judgment on the pleadings in favor of the Defendants.
3. That the relief prayed in the Plaintiffs' Complaint be denied.
4. For a trial by jury.
5. For such other and further relief as the Court may deem just and proper.

This the 7 day of July, 2022.

LEAKE AND STOKES, PLLC

  
\_\_\_\_\_  
Jamie A. Stokes  
Attorney for the Defendants Town of Marshall,  
North Carolina, and Mary Jane Wallin  
58 S. Main St.  
Marshall, NC 28753  
(828) 649-3883  
N.C. Bar No. 33795

**CERTIFICATE OF SERVICE**

The undersigned does hereby certify that a copy of the foregoing **MOTIONS, DEFENSES AND ANSWER** has this day been duly served upon the following interested persons via U.S. Mail, postage prepaid, addressed envelope:

Jeffrey M. McCraw  
Crisp Cherry McCraw, PLLC  
615 S. College St., Ste. 1430  
Charlotte, NC 28202

This the 7 day of July, 2022.



Jamie A. Stokes  
Attorney for the Defendants Town of Marshall,  
North Carolina, and Mary Jane Wallin  
58 S. Main St.  
Marshall, NC 28753  
(828) 649-3883  
N.C. Bar No. 33795

STATE OF NORTH CAROLINA  
MADISON COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
22 CVS 73

JENNIFER J GREGORY, INDIVIDUALLY,  
AND AS CO-TRUSTEE OF THE MICHAEL  
AND JENNIFER GREGORY LIVING  
TRUST,

PLAINTIFF,

v.

MARY JANE WALLIN, THE TOWN OF  
MARSHALL NORTH CAROLINA, AND  
THE COUNTY OF MADISON, NORTH  
CAROLINA

DEFENDANTS.

NOTICE OF HEARING  
ON MOTION TO DISMISS

FILED  
2022 JUN 10 12 45 27  
MADISON COUNTY, N.C.

PLEASE TAKE NOTICE that Defendant, Madison County, North Carolina, will bring its Motion to Dismiss for hearing on September 12, 2022, at 10:00 a.m. The hearing will take place at the Madison County Courthouse, Two North Main Street, Marshall, NC 28753.

This the 6 day of June, 2022.



Sean F. Perrin (NCSB No. 22253)  
Womble Bond Dickinson (US) LLP  
301 S. College Street, Suite 3500  
Charlotte, North Carolina 28202  
Phone: 704 331-4992  
Fax: 704 338-7814  
E-mail: [Sean.Perrin@wbd-us.com](mailto:Sean.Perrin@wbd-us.com)

*Attorney for Defendant Madison County, North  
Carolina*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was sent via U.S. Mail to:

Jeff McCraw  
Crisp Cherry McCraw PLLC  
615 S. College St.  
Charlotte, NC 28202



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Sean F. Perrin (NCSB No. 22253)

FILED

STATE OF NORTH CAROLINA  
MADISON COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION 22CVS73

JENNIFER J GREGORY,  
INDIVIDUALLY, AND AS CO-  
TRUSTEE OF THE MICHAEL  
AND JENNIFER GREGORY  
LIVING TRUST,

PLAINTIFF,

v.

MARY JANE WALLIN, THE  
TOWN OF MARSHALL NORTH  
CAROLINA, AND THE COUNTY  
OF MADISON, NORTH  
CAROLINA


DEFENDANTS.

MOTION TO DISMISS; AFFIDAVIT OF  
NORRIS GENTRY IN SUPPORT OF MOTION  
TO DISMISS

Madison County files this motion to dismiss for lack of personal jurisdiction, subject matter jurisdiction, and failure to state a claim pursuant to N.C.G.S. 12(b)(1), (2), and (6) for the following reasons:

1. As demonstrated by the affidavit of Norris Gentry, and the attachments to Gentry's affidavit, Madison County is entitled to sovereign immunity.

Respectfully Submitted June 6, 2022

  
s/Sean F. Perrin

---


Sean F. Perrin (NCSB No. 22253)  
Womble Bond Dickinson (US) LLP  
301 S. College Street, Suite 3500  
Charlotte, North Carolina 28202  
Phone: 704 331-4992  
Fax: 704 338-7814  
E-mail: [Sean.Perrin@wbd-us.com](mailto:Sean.Perrin@wbd-us.com)  
*Attorney for Defendant*

CERTIFICATE OF SERVICE

I hereby certify that I mailed the foregoing to:

Jeff McCraw  
Crisp Cherry McCraw PLLC  
615 S. College St.  
Charlotte, NC 28202

Respectfully Submitted June 6, 2022

s/Sean F. Perrin 

---

Sean F. Perrin (NCSB No. 22253)  
Womble Bond Dickinson (US) LLP  
301 S. College Street, Suite 3500  
Charlotte, North Carolina 28202  
Phone: 704 331-4992  
Fax: 704 338-7814  
E-mail: [Sean.Perrin@wbd-us.com](mailto:Sean.Perrin@wbd-us.com)  
*Attorney for Defendant*

STATE OF NORTH CAROLINA  
MADISON COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION 22CVS73

JENNIFER J GREGORY,  
INDIVIDUALLY, AND AS CO-  
TRUSTEE OF THE MICHAEL  
AND JENNIFER GREGORY  
LIVING TRUST,

AFFIDAVIT OF  
NORRIS GENTRY

PLAINTIFF,

v.

MARY JANE WALLIN, THE  
TOWN OF MARSHALL NORTH  
CAROLINA, AND THE COUNTY  
OF MADISON, NORTH  
CAROLINA

DEFENDANTS.

1. I am the Interim County Manager for Madison County, North Carolina, and am competent to give this Affidavit. As part of my duties as Interim County Manager, I have personal knowledge of the liability insurance purchase by Madison County through the North Carolina Association of County Commissioners ("NCACC").

2. For the fiscal years 2020-2021 and 2021-2022, Madison County purchased liability coverage from the NCACC.

3. Attached to this Affidavit are the following true and correct excerpts of Madison County's applicable insurance coverage for July 1, 2019 until July 1, 2020: Section 1, Property; Section 2, General Liability; Section 3, Business Auto; Section 4, Crime; Section 5, Public Officials Liability; Section 6, Law Enforcement Liability; Section 7, Employment Practice; Section 8, Environmental Impairment Liability; Section 9, Cyber Liability; General Provisions; and Excess Liability.

4. The General Liability Coverage for 2020-2021 year specifically excludes claims for which the County may assert sovereign and/or governmental immunity in accordance with North Carolina law, and provide that this coverage does not waive entitlement to sovereign immunity and/or governmental immunity. Section 2, G, p. 4.

5. The Crime, Public Officials Liability, Law Enforcement Liability, Environmental Impairment, and Excess coverages for 2020-2021 contain the same exclusions. See Section 4B, p. 3; Section 5D, p. 3; Section 8B, p. 1; Excess, D, p. 2.

6. Attached to this Affidavit are the following true and correct excerpts of Madison County's applicable insurance coverage for July 1, 2021 until July 1, 2022: Section 1, Property Coverage; Section 2, General Liability; Section 3, Business Auto; Section 4, Crime Coverage; Section 5, Public Officials Liability; Section 6, Law Enforcement Liability; Section 7, Employment Practice; Section 8, Environmental Impairment Liability; Section 9, Cyber Liability; Section 10, Excess Liability; and General Provisions.

7. The General Liability Coverage for 2021-2022 specifically excludes claims for which the County may assert sovereign and/or governmental immunity in accordance with North Carolina law, and provides that this coverage does not waive entitlement to sovereign immunity and/or governmental immunity. Section 2, G, page 4.

8. The Crime, Public Officials Liability, Law Enforcement Liability, Environmental Impairment, and Excess coverages for year 2021-2022 contain the same exclusions. See Section 4B, p. 3; Section 5D, p. 3; Section 8B, p. 1; Excess, D, p. 2.

9. The attached policies provide the only applicable insurance coverage from July 1, 2019 until July 1, 2022, for the claims for relief asserted in Plaintiff's complaint.

I declare under the penalty of perjury that the foregoing is true and correct.

This the 2<sup>nd</sup> day of June, 2022.

  
NORRIS GENTRY

Sworn to before me, this the 2nd day of June, 2022.



Notary Public for North Carolina

My Commission Expires:  
Dec 11 2026

Seal:

MARLA B GOUGE  
Notary Public  
North Carolina  
Madison County



**FILED**

**June 6, 2022**

2022 JUN 10 10:27

Via FedEx Delivery

MADISON COUNTY, N.C.

Clerk, Madison County Superior Court  
Two North Main Street  
Marshall, NC 28753

Womble Bond Dickinson (US) LLP

One Wells Fargo Center  
Suite 3500, 301 South College Street  
Charlotte, NC 28202-6037

t: 704.331.4900

f: 704.331.4955

Stephanie Hanley  
Direct Dial: 704.444.2913  
E-mail: [Stephanie.hanley@wbd-us.com](mailto:Stephanie.hanley@wbd-us.com)

**Re: Gregory, et al. v. Wallin, et al. (22 CVS 73)**

Dear Clerk,

Enclosed please find an original and one copy of a Notice of Hearing, along with our check in the amount of \$20 representing the fee for the Notice. Additionally, enclosed please find an original and one copy (without exhibits), of our Motion to Dismiss and Affidavit of Norris Gentry. After filing, please return a file stamped copy of the Notice and Motion (without exhibits) in the postage prepaid envelope provided.

If you have any questions, please do not hesitate to contact me.

Thanks,

**Womble Bond Dickinson (US) LLP**

Stephanie Hanley  
Paralegal

STATE OF NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
FILE NO. 22 CVS 73

COUNTY OF MADISON

FILED

JENNIFER J. GREGORY, Individually, and as Co-Trustee of THE MICHAEL AND JENNIFER GREGORY LIVING TRUST, S.S.C.  
Plaintiff,

v.

MARY JANE WALLIN, THE TOWN OF MARSHALL, NORTH CAROLINA, and THE COUNTY OF MADISON, NORTH CAROLINA, Defendants.

**MOTION AND ORDER  
FOR EXTENSION OF TIME**

NOW COMES the Defendants Mary Jane Wallin and the Town of Marshall and move the Court for an order extending the time to file an Answer or otherwise plead to the Plaintiff's Complaint in this matter, and extending time to respond up to and including July 8, 2022, and says in support of said motion that the time for filing a response has not expired and that counsel has been unable to interview their clients and make other good and necessary preparations in order to adequately prepare a response or otherwise plead to the Plaintiff's Complaint.

This the 6 day of June, 2022.

LEAKE & STOKES, PLLC

Jamie A. Stokes  
Jamie A. Stokes, Attorney for the Defendants  
Mary Jane Wallin and the Town of Marshall  
One Oak Plaza, Suite 207  
Asheville, NC 28801  
828/253-3661  
N.C. Bar No. 33795

It appearing to the undersigned that the motion for extension of time to file answer should be allowed, and therefore, the Defendants Mary Jane Wallin and the Town of Marshall are hereby given until on or before July 8, 2022, to file an Answer.

CERTIFICATE OF SERVICE  
This the 6 day of June, 2022.

This is to certify that I have this day served counsel for the opposing party(s) in the foregoing matter with a copy of this pleading by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon.

This 6 day of June, 2022  
Jamie A. Stokes

Ky M. Lane, Clerk  
CLERK

Madison County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
Jennifer J. Gregory, individually
1638 Tillery Branch Road
Marshall NC 28756

Name And Address Of Plaintiff 2
The Michael and Jennifer Gregory Living Trust,
Jennifer J. Gregory, Co-Trustee.
1638 Tillery Branch Road
Marshall NC 28756

VERSUS
Name And Address Of Defendant 1
Mary Jane Wallin
315 Rollins Road
Marshall NC 28753

Summons Submitted
Yes No

Name And Address Of Defendant 2
Town of Marshall, North Carolina
Attn: Mayor Nancy Allen
180 South Main Street
Marshall NC 28753

Summons Submitted
Yes No

FILED
2022 APR 20 P 1:24
GENERAL
CIVIL ACTION COVER SHEET
INITIAL FILING SUBSEQUENT FILING
Rule 5(b) of the General Rules of Practice for the Superior and District Courts

Name And Address Of Attorney Or Party, If Not Represented
Jeffrey M. McCraw
Crisp Cherry McCraw PLLC
615 S. College St., Ste. 1430
Charlotte NC 28202

Telephone No. 704-332-0205
Cellular Telephone No.

NC Attorney Bar No. 43046
Attorney Email Address jmcrcraw@crispcherrymccraw.com

Initial Appearance in Case Change of Address

Name Of Firm Crisp Cherry McCraw PLLC
Fax No. 704-334-9081

Counsel For
All Plaintiffs All Defendants Only: (list party(ies) represented)

Jury Demanded In Pleading Complex Litigation Stipulate to Arbitration

TYPE OF PLEADING

- (check all that apply)
Amend (AMND)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Assess Costs (COST)
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- Failure To State A Claim (FASC)
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Intervene (INTR)
Interplead (OTHR)
Lack Of Jurisdiction (Person) (LJPN)
Lack Of Jurisdiction (Subject Matter) (LJSM)
Modification Of Child Support In IV-D Actions (MSUP)
Notice Of Dismissal With Or Without Prejudice (VOLD)
Petition To Sue As Indigent (OTHR)
Rule 12 Motion In Lieu Of Answer (MDLA)
Sanctions (SANC)
Set Aside (OTHR)
Show Cause (SHOW)
Transfer (TRFR)
Third Party Complaint (list Third Party Defendants on back) (TPCL)
Vacate/Modify Judgment (VCMD)
Withdraw As Counsel (WDCN)
Other (specify and list each separately)

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

(Over)

STATE OF NORTH CAROLINA

No.

22 CVS 13

Madison County

In The General Court Of Justice
District Superior Court Division

Name And Address Of Plaintiff 1
Jennifer J. Gregory, individually
1638 Tillery Branch Road
Marshall NC 28756

Name And Address Of Plaintiff 2
The Michael and Jennifer Gregory Living Trust,
Jennifer J. Gregory, Co-Trustee.
1638 Tillery Branch Road
Marshall NC 28756

FILED
2022 APR 20 P 1:24
GENERAL
CIVIL ACTION COVER SHEET
INITIAL FILING SUBSEQUENT FILING
Rule 5(b) of the General Rules of Practice for the Superior and District Courts

VERSUS

Name And Address Of Defendant 1
Mary Jane Wallin
315 Rollins Road
Marshall NC 28753

Name And Address Of Attorney Or Party, If Not Represented
Jeffrey M. McCraw
Crisp Cherry McCraw PLLC
615 S. College St., Ste. 1430
Charlotte NC 28202

Summons Submitted
Yes No

Telephone No. Cellular Telephone No.
704-332-0205

Name And Address Of Defendant 2
Town of Marshall, North Carolina
Attn: Mayor Nancy Allen
180 South Main Street
Marshall NC 28753

NC Attorney Bar No. Attorney Email Address
43046 jmccraw@crispcherrymccraw.com

Initial Appearance in Case Change of Address

Summons Submitted
Yes No

Name Of Firm Fax No.
Crisp Cherry McCraw PLLC 704-334-9081

Counsel For
All Plaintiffs All Defendants Only: (list party(ies) represented)

Jury Demanded In Pleading Complex Litigation Stipulate to Arbitration

TYPE OF PLEADING

- (check all that apply)
Amend (AMND)
Amended Answer/Reply (AMND-Response)
Amended Complaint (AMND)
Assess Costs (COST)
Answer/Reply (ANSW-Response) (see Note)
Change Venue (CHVN)
Complaint (COMP)
Confession Of Judgment (CNFJ)
Consent Order (CONS)
Consolidate (CNSL)
Contempt (CNTP)
Continue (CNTN)
Compel (CMPL)
Counterclaim (CTCL) Assess Court Costs
Crossclaim (list on back) (CRSS) Assess Court Costs
Dismiss (DISM) Assess Court Costs
Exempt/Waive Mediation (EXMD)
Extend Statute Of Limitations, Rule 9 (ESOL)
Extend Time For Complaint (EXCO)
Failure To Join Necessary Party (FJNP)

- Failure To State A Claim (FASC)
Implementation Of Wage Withholding In Non-IV-D Cases (OTHR)
Improper Venue/Division (IMVN)
Including Attorney's Fees (ATTY)
Intervene (INTR)
Interplead (OTHR)
Lack Of Jurisdiction (Person) (LJPN)
Lack Of Jurisdiction (Subject Matter) (LJSM)
Modification Of Child Support In IV-D Actions (MSUP)
Notice Of Dismissal With Or Without Prejudice (VOLD)
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(Over)

STATE OF NORTH CAROLINA

No.

22 CVS 73

Madison County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff
Jennifer J. Gregory, Individually, and the Michael and Jennifer Grego

Address
1638 Tillery Branch Road

City, State, Zip
Marshall NC 28756

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

VERSUS

Name Of Defendant(s)
Mary Jane Wallin; Town of Marshall, North Carolina; and
County of Madison, North Carolina

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
Mary Jane Wallin
315 Rollins Road
Marshall NC 28753

Name And Address Of Defendant 2
Town of Marshall, North Carolina
Attn: Mayor Nancy Allen
180 South Main Street
Marshall NC 28753



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out!
You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as
possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales.
¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible
acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos
documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been
served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
Jeffrey M. McCraw
Crisp Cherry McCraw PLLC
615 S. College St., Ste. 1430
Charlotte NC 28202

Date Issued
4-20-22 Time
1:24 AM PM

Signature
Sherry H. Hunter

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated
above and returned not served. At the request of the plaintiff,
the time within which this Summons must be served is
extended sixty (60) days.

Date Of Endorsement Time
AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or
less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if
so, what procedure is to be followed.

(Over)

STATE OF NORTH CAROLINA

No.

22 CVS 73

Madison County

In The General Court Of Justice
District Superior Court Division

Name Of Plaintiff
Jennifer J. Gregory, Individually, and the Michael and Jennifer Grego

Address
1638 Tillery Branch Road

City, State, Zip
Marshall NC 28756

VERSUS

CIVIL SUMMONS

ALIAS AND PLURIES SUMMONS (ASSESS FEE)

G.S. 1A-1, Rules 3 and 4

Name Of Defendant(s)
Mary Jane Wallin; Town of Marshall, North Carolina; and
County of Madison, North Carolina

Date Original Summons Issued

Date(s) Subsequent Summons(es) Issued

To Each Of The Defendant(s) Named Below:

Name And Address Of Defendant 1
County of Madison, North Carolina
Attn: Norris Gentry, Interim Director
107 Elizabeth Lane
Marshall NC 28753

Name And Address Of Defendant 2



IMPORTANT! You have been sued! These papers are legal documents, DO NOT throw these papers out!
You have to respond within 30 days. You may want to talk with a lawyer about your case as soon as
possible, and, if needed, speak with someone who reads English and can translate these papers!
¡IMPORTANTE! ¡Se ha entablado un proceso civil en su contra! Estos papeles son documentos legales.
¡NO TIRE estos papeles!
Tiene que contestar a más tardar en 30 días. ¡Puede querer consultar con un abogado lo antes posible
acerca de su caso y, de ser necesario, hablar con alguien que lea inglés y que pueda traducir estos
documentos!

A Civil Action Has Been Commenced Against You!

You are notified to appear and answer the complaint of the plaintiff as follows:

- 1. Serve a copy of your written answer to the complaint upon the plaintiff or plaintiff's attorney within thirty (30) days after you have been
served. You may serve your answer by delivering a copy to the plaintiff or by mailing it to the plaintiff's last known address, and
2. File the original of the written answer with the Clerk of Superior Court of the county named above.

If you fail to answer the complaint, the plaintiff will apply to the Court for the relief demanded in the complaint.

Name And Address Of Plaintiff's Attorney (if none, Address Of Plaintiff)
Jeffrey M. McCraw
Crisp Cherry McCraw PLLC
615 S. College St., Ste. 1430
Charlotte NC 28202

Date Issued
4-20-22 Time
1:24 AM PM

Signature
Stevy H. Hunter

Deputy CSC Assistant CSC Clerk Of Superior Court

ENDORSEMENT (ASSESS FEE)

This Summons was originally issued on the date indicated
above and returned not served. At the request of the plaintiff,
the time within which this Summons must be served is
extended sixty (60) days.

Date Of Endorsement Time
AM PM

Signature

Deputy CSC Assistant CSC Clerk Of Superior Court

NOTE TO PARTIES: Many counties have MANDATORY ARBITRATION programs in which most cases where the amount in controversy is \$25,000 or
less are heard by an arbitrator before a trial. The parties will be notified if this case is assigned for mandatory arbitration, and, if
so, what procedure is to be followed.

(Over)

STATE OF NORTH CAROLINA

FILED IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

MADISON COUNTY

2022 APR 20 P 1:25 22-CVS 73

JENNIFER J. GREGORY, individually, and as  
Co-Trustee of THE MICHAEL AND  
JENNIFER GREGORY LIVING TRUST,

Plaintiff,

COMPLAINT

v.

MARY JANE WALLIN, THE TOWN OF  
MARSHALL, NORTH CAROLINA, and THE  
COUNTY OF MADISON, NORTH  
CAROLINA.

Defendants.

NOW COMES Plaintiff Jennifer J. Gregory, individually and as Co-Trustee of the Michael and Jennifer Gregory Living Trust, by and through counsel, complaining of Defendants Mary Jane Wallin, the Town of Marshall, North Carolina, and the County of Madison, North Carolina, alleging and saying as follows:

**THE PARTIES**

1. Plaintiff Jennifer J. Gregory ("J. Gregory") is a citizen and resident of Madison County, North Carolina.

2. Plaintiff Jennifer J. Gregory and her husband, Michael Gregory, are Co-Trustees of the Michael and Jennifer Gregory Living Trust (together with J. Gregory individually, "Plaintiff"). As a Co-Trustees of the Michael and Jennifer Gregory Living Trust, J. Gregory and Michael Gregory each have the full authority to act on behalf of the trust.

3. Defendant Mary Jane Wallin (“Wallin”) is a citizen and resident of Madison County, North Carolina, residing at 315 Rollins Road, Marshall, North Carolina who also happens to be the Madison County Register of Deeds.

4. Defendant Town of Marshall (“Marshall”) is a municipal corporation duly chartered and organized and existing under the laws of the State of North Carolina possessing the powers, duties, and authorities vested in it by the General Assembly of the State of North Carolina. Upon information and belief, the Town of Marshall has purchased insurance, either by contract with an insurance company or by participation in an insurance risk pool that covers the claims raised in this action, and has hereby waived any defense of sovereign or governmental immunity. Upon information and belief, the Town of Marshall may have waived any defense of sovereign or governmental immunity in one or more other ways.

5. Defendant Madison County (“Madison,” collectively with Wallin and Marshall, “Defendants”) is a duly recognized county organized and existing under the laws of the State of North Carolina possessing the powers, duties, and authorities vested in it by the General Assembly of the State of North Carolina and the North Carolina Constitution. Upon information and belief, Madison County has purchased insurance, either by contract with an insurance company or by participate in an insurance risk pool that covers the claims raised in this action, and has thereby waived any defense of sovereign or governmental immunity. Upon information and belief, Madison County may have waived any defense of sovereign or governmental immunity in one or more other ways.

#### **JURISDICTION AND VENUE**

6. The Court has subject matter jurisdiction over this matter pursuant to, without limitation, N.C. Gen. Stat. § 7A-240.

7. This matter is properly before the Superior Court pursuant to, without limitation, N.C. Gen. Stat. § 7A-243 because the amount in controversy is more than \$25,000.00.

8. This Court has personal jurisdiction over Defendant pursuant to, without limitation, N.C. Gen. Stat. § 1-75.4.

9. Venue is proper pursuant to, without limitation, N.C. Gen. Stat. § 1-82.

#### FACTUAL ALLEGATIONS

10. At all times relevant to this action workers for the Town of Marshall were employed by, or acting as agents of, Defendant Marshall.

11. At all times relevant to this action workers for Madison County were employed by, or acting as agents of, Defendant Madison.

12. The Michael and Jennifer Gregory Living Trust is the owner of certain real property located at 249, 258, and 269 Rollins Road, Marshall, North Carolina (the "Property").

13. J. Gregory's family has owned land near to and around the Property for nearly one hundred (100) years. The Property itself has been owned by J. Gregory's family for over thirty (30) years.

14. A portion of the Property is occupied by tenants of Plaintiff, Ricky and DeeDee Buckner.

15. The portions of the Property having addresses of 258 and 269 Rollins Road adjoins property owned and occupied by Wallin.

16. Upon information and belief portions of the Property as well as the property owned and occupied by Wallin are in FEMA-designated floodplain with drainage ditches existing to manage surface-water runoff.

17. In December 2018 J. Gregory retained a local contractor, Sam Burnette (“Burnette”), for the purpose of building a pad on the property at 258 Rollins Road for the placement of a recreational vehicle/camper (“RV”). J. Gregory was able to obtain electric service for a camper subsequent to the pad’s construction. Plaintiff rents this pad to tenants who currently have a camper on the site.

18. In May 2021 J. Gregory hired David Anders to build another RV pad at 249 Rollins Road, directly across the street from the pad at 258 Rollins Road. J. Gregory requested a permit from Marshall for electric service at the pad on the Property, but was, upon information and belief, improperly denied because Plaintiff was placing a camper there rather than a single-wide mobile home, despite the fact that she had been granted electric service for a camper across the street at 258 Rollins Road.

19. Madison inspection officials refused to allow the electric service to be permitted because, per an individual named Sylvia at the county inspections office, “Forrest didn’t know what he was signing.” A different county inspections office clerk, in J. Gregory’s presence, asked Sylvia if she should label the permit as camper or trailer service, to which Sylvia responded that she would have to discuss it with Forrest Gilliam because she believed he did not know what he was signing.

20. However, at the time of the latter application, current Marshall Town Administrator Forrest Gilliam informed J. Gregory that Ms. Allen should not have granted the “permit” at 258 in 2019.

21. Upon information and belief, historically, a permit was not required or issued for a camper by anyone on Rollins Road, including for Wallin, who has hookups for campers on her property and has an occupied camper on her property as of the date of this Verified Complaint.

22. Upon information and belief, the only person required to apply for a permit has been J. Gregory.

23. Upon information and belief, Marshall acted arbitrarily and with disregard to established ordinances and rules in refusing J. Gregory's access to electricity based upon her intended land use, despite Marshall having a long history of not requiring permits or permission for land use from residents having longer historical ties to Marshall and Madison, including Wallin.

24. J. Gregory was only allowed electric service at 249 Rollins Road after she committed to put a small modular home, designated as a "Cozy Cottage" which Danny Allen agreed could be built on a "Park Model" chassis, rather than a camper, on the site. However, the electric service bill labels the service for a single wide mobile home.

25. Upon information and belief, Marshall's actions with regard to J. Gregory and its "permitting" process mirrors the conduct of Madison, which was determined in a separate legal action by Superior Court Judge Gary Gavanus to have overstepped its authority by enforcing standards not outlined in the county's land use ordinance.

26. Upon information and belief, in October 2020 Madison building inspector Danny Allen trespassed onto Plaintiff's property located at 1705 Tillery Branch, about a mile from the Property, to enforce "made up" violations at the behest of Wallin.

27. During that October 2020 incursion onto Plaintiff's 1705 Tillery Branch property Mr. Allen demanded that J. Gregory's husband, Michael Gregory ("M. Gregory"), open the sheds so that he could inspect the sheds, based on a made-up allegation that Plaintiff was allowing people to reside in the sheds. Mr. Allen also stated to Mr. Gregory that Madison was having a problem

with "...Northerners coming here and buying up all the property and starting compounds." Mr. Allen went on to say that Plaintiff's property "...looks like a compound..."

28. Notably, M. Gregory is from the State of Michigan.

29. Also in October 2020, on the same day the events occurred referenced in paragraph 26 above, Madison environmental health supervisor Jamie List drove onto the 1705 Tillery Branch property in her Madison SUV after normal work hours and confronted J. Gregory and her husband regarding their handling of waste from the RV they had at the property.

30. Upon information and belief, Ms. List, in her capacity as an employee of Madison, communicated with North Carolina State officials to influence and hinder the State from intervening in decisions regarding Tillery Road property after J. Gregory escalated complaints and concerns related to Madison's decision-making regarding requests for an agricultural electricity permit at the Tillery Branch property in 2020.

31. Upon information and belief, Ms. List, in her capacity as an employee of Madison, refused to sign off on electrical service at 1705 Tillery Branch thereby depriving Plaintiff of electrical service at that property from French Broad Electric until after J. Gregory and her husband met with French Broad's district manager who informed them that Ms. List had not signed off on electrical service and that List's signature was required even for agricultural hookup.

32. While the pad and Property improvements were underway at 258 Rollins Road, the area flooded, both in December 2018 and again in February 2019.

33. The river crested on December 28, 2018; February 21, 2019; April 21, 2019; and again February 6, 2020.

34. Subsequent to the flooding episodes, on or about April 12, 2020, M. Gregory sought to clear the drainage ditches in order to prevent further and future flooding and damage to the Property and surrounding areas.

35. At that time, Wallin's husband, Jack Wallin advised M. Gregory that Marshall workers would clear the ditches and directed M. Gregory to stop working to clear the ditches.

36. In June 2020 the area flooded again.

37. Shortly after the area flooded, Defendant Wallin, using Marshall workers and equipment, had dirt removed from the Property and used to "build up" the area owned by Wallin.

38. Subsequently J. Gregory discussed the ditches and disposition of dirt removed with Mr. Wallin, who using Marshall workers, large equipment and dump trucks, loaded large amounts of Plaintiff's property excavated from the ditch and hauled it off.

39. In addition to the unauthorized removal of Plaintiff's dirt, the excavation of this dirt created weakened and "low" areas on the Property, further damaging the Plaintiff's Property and channeling Wallin's surface water drainage into the middle of the Property, creating a gully.

40. Further, Wallin used dirt removed from the Property to "build up" the area owned by Wallin.

41. As a result of Wallin's actions beginning in April 2020 and continuing well into 2021, complicit with Marshall in the usage of Marshall employees and equipment, the elevation of Wallin's property on the river's edge channels water into the middle of Plaintiffs' Property, creating gullies and pits, greatly lowering the Property's value and ability to be used by Plaintiff.

42. As a result of Mr. Wallin's actions, using Marshall resources for both manpower and equipment, it became necessary for J. Gregory to pay both Burnette and David Anders ("Anders") to repair and reinforce the ditch wall(s) and repair damage from the flooding.

43. On March 24, 2021 the river flooded again, requiring J. Gregory and M. Gregory to evacuate their RV from the Property.

44. During the March 24, 2021 flood, Marshall workers worked on the Wallin property to remove Jack Wallin's trailer, but refused to assist M. Gregory.

45. The conditions referenced above have been caused, in particular, due to the dumping of concrete and asphalt debris at the river's edge and excavation of the ditch, which in turn has heightened the elevation of the Wallin property, resulting in channeling surface water from Wallin's property down the center of the Property, diminishing the value and usability of the Property.

46. In actuality, the actions of Wallin and Marshall have harmed Plaintiff in that Wallin and Marshall's "handling" of the flooding issues have only served to create recurring damage to the Property.

47. On or about August 18, 2021 the area flooded yet again.

48. A few days after the August 18 flood, Ricky Buckner was attempting to clear the ditch with his small garden tractor for the benefit of the Property and the area around the Property, but was cursed at by Wallin and ordered to stop and stay off Wallin's property.

49. On or about September 3, 2021 Marshall maintenance workers used large city equipment to excavate and haul off sand on and/or near the Property.

50. Upon information and belief, the Marshall maintenance workers were acting at the behest of Wallin, with the approval of mayor Nancy Allen, town manager Forrest Gilliam, and Board of Alderman member Billie Jean Haynie.

51. The removed sand had been deposited during the August 18, 2021 flood in the lower portion of the drainage ditch that channels Wallin's surface water drainage above the road

through a pipe under the road, to exit on the “bottom” of Wallin’s property bordering the Property. This ditch runs perpendicular to the French Broad River into which it drains.

52. The ditch borders and is on both the Wallin property and Plaintiff’s Property.

53. A survey of the pipe under the road revealed that the pipe is slanted away from Wallin’s property and toward the Property, and that the ditch is also slanted toward the Property until it actually comes onto the Property.

54. In order to gain access, Wallin permitted Marshall workers and equipment onto her property, who in turn “reached across” onto the Property without permission or notice.

55. Dirt is a valuable resource on riparian properties and is used to reinforce banks and areas that have been damaged by erosion.

56. Despite this, Marshall confiscated dirt off the Property without permission after trespassing to collect such dirt.

57. Subsequent to this happening, J. Gregory spoke with Forrest Gilliam, who stated that he was working on behalf of Billie Jean Haynie. Gilliam agreed to maintain the removed dirt until a decision could be made regarding ownership and placement of the dirt.

58. J. Gregory has not had any communication with Gilliam since that conversation.

59. Despite the fact that Wallin is the current Register of Deeds for Madison County, and was Assistant Register of Deeds for a number of years prior to becoming Register of Deeds, upon information and belief a portion of her property was not included in a recorded deed, resulting in that portion of her property not being taxed.

60. J. Gregory had the Property surveyed before the trespass and wrongful dirt/soil removal.

61. The survey left clear markers showing the property boundary line(s).

62. The survey revealed that a thirteen-foot section of real property between the Wallin and Plaintiff's property line, previously claimed by Wallin, was either intentionally or negligently unrecorded and rightfully belongs to the Plaintiff.

63. In addition to removing dirt/soil belonging to Plaintiff, Marshall workers dug up survey markers from the survey recently commissioned by J. Gregory.

64. Further, while trespassing on Plaintiff's Property, municipal workers dug up roots to a very large, old tree that stands in the floodway, and dumped the roots into the floodway.

65. The dirt and tree have been instrumental in providing erosion control in the floodway, and now, as a direct result of Marshall's workers' actions, the tree is likely to die.

66. The former deep and perpendicular banks of the ditch, as well as the old-growth tree, have been instrumental in erosion control.

67. Now, the recurrent freshly-disturbed and slanted banks of the ditch, the death of the tree, and the asphalt and concrete that have been dumped on the river's edge is damaging and will continue to significantly harm the Property.

68. Upon information and belief, Marshall's actions are in violation of local and State of North Carolina ordinances, as well as Federal FEMA regulations.

69. While not an exhaustive listing, Marshall has: raised the surface elevation of the Wallin property by adding dirt and debris as "filler;" changed the banks of the ditch which is in the floodplain between the Wallin property and the Property; neglected to clear the upper ditch which has resulted in channeling water onto the Property; dumped debris in the floodway in an area which is strictly restricted and upon which encroachment involving fill dirt is not permitted; permitted sand to block the path of the surface water drainage ditch, forcing the water to flood and create a gulley down the center of the Property; acted arbitrarily and with disregard to properly

established ordinances and rules in refusing J. Gregory's request(s) for camper-trailer electric service based upon her intended land use, despite not requiring Wallin or other Rollins residents to obtain permits for campers on their properties and conspiring with Madison officials to do so; and refused to allow J. Gregory access to the dirt blocking the drainage ditch to reinforce their Property and attempt to remediate some of the damage done by Marshall's and Wallin's egregious actions.

70. As a result of the actions of the Defendants, the once perpendicular and deep banks of the drainage ditch between the Wallin property and the Plaintiff's Property, which effectively channeled surface water to the river during a flood with minimum erosion, have been destroyed and sloped causing massive erosion and damage to the Property.

71. Upon information and belief, certain actions taken and decisions made on behalf of Marshall and Madison as set forth herein have been at the behest and instigation of Wallin.

72. Despite the fact that property belonging to Wallin and Plaintiff's Property falls within FEMA guidelines, Wallin has authorized and directed that Marshall resources and equipment be used to accomplish the actions specified herein.

73. Wallin has engaged in an ongoing pattern of conduct including bullying, stalking, and berating and cursing at neighbors and family members of Plaintiff with the intent to damage and deprive J. Gregory of the enjoyment and use of the Property and harass and otherwise cause emotional and financial harm to J. Gregory.

74. Further, Wallin has engaged in a recurrent, extended and ongoing malicious campaign to harass and trouble J. Gregory including, but not necessarily limited to: filing a criminal complaint against J. Gregory's brother and listing for service of process purposes J. Gregory's elderly mother's address, knowing that J. Gregory's brother resides out of state and

never lived with his mother; taunting and harassing private workers retained by J. Gregory to perform work at the Property; threatening and attempting to prohibit J. Gregory and J. Gregory's tenants from accessing real property near the Wallin property that Wallin neither owns nor has authorization from the rightful owner to control; berating and cursing at J. Gregory's tenants; stalking J. Gregory and J. Gregory's tenant(s); and using and attempting to use public resources, ranging from calling the local police to complain about J. Gregory and J. Gregory's tenants' efforts to improve the Property, to threatening those involved attempting to assist J. Gregory and her tenants, and to usage of Marshall and Madison employees and equipment to engage in a malicious, spiteful, and malevolent campaign to deprive J. Gregory enjoyment and use of the Property while benefitting her own property and agenda to the detriment of Plaintiff's Property.

75. Twice on different days, the Madison deputy attempting to serve the criminal complaint on J. Gregory's brother did so in the dark of night, frightening J. Gregory's mother to the point that medical assistance was required after the officer left the first time.

76. Upon information and belief these actions were unnecessary, intentional and cruel given that Wallin is well aware that J. Gregory's brother has never resided at J. Gregory's mother's address and customarily could not be served there, yet Wallin knew when J. Gregory's brother was visiting for a twenty-four (24) hour period to take care of some affairs for his and J. Gregory's mother and arranged to have him served during that brief visit.

77. Upon information and belief, many of Wallin's actions constitute violations of North Carolina General Statute § 77-14.

78. Plaintiff has been harmed as a direct consequence of the acts and omissions of each of Marshall, Wallin and Madison officials, as well as by Defendants acting in concert with each other.

**FIRST CAUSE OF ACTION**  
**(Civil Trespass-As to All Defendants)**

79. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

80. At various times as set forth herein, employees of Marshall and Madison, as well as Wallin individually, have entered upon Plaintiff's real property without permission.

81. Defendants entered onto Plaintiff's real property intentionally, knowingly, and willfully.

82. Defendants' went upon Plaintiff's real property of their own volition and physical action(s), causing their intrusion onto Plaintiff's real property without permission or invitation.

**SECOND CAUSE OF ACTION**  
**(Conversion-As to Defendants Wallin and Marshall)**

83. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

84. Plaintiff owns the real property, including dirt, soil, and related matter, at the physical addresses set forth herein.

85. Wallin and employees/agents of Madison and Marshall wrongfully went upon and removed property belonging to Plaintiff, thereby acting in a way that is inconsistent with Plaintiff's property rights.

86. Defendants' actions have harmed Plaintiff and Plaintiff has been damaged by the actions of Defendants in an amount to be proven at trial but in any event in excess of \$25,000.00.

**THIRD CAUSE OF ACTION**  
**(Negligence-As to All Defendants)**

87. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

88. Each of the Defendants and their agents owe a duty of care to J. Gregory individually as a citizen and resident, and Plaintiff as property owner of Madison County and the town of Marshall.

89. Each of the Defendants has breached its/her duty of care owed to Plaintiff as set forth herein.

90. Defendants' actions have caused harm to Plaintiff in an amount to be proven at trial but in any event in excess of \$25,000.00.

**FOURTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress-As to Mary Jane Wallin)**

91. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

92. Wallin's pervasive pattern of conduct toward J. Gregory as set forth herein constitutes extreme and outrageous conduct.

93. Wallin has intentionally engaged in extreme and outrageous conduct as set forth herein for the purpose of causing severe emotional distress to J. Gregory; or, to the extent that any of Wallin's actions are not considered intentional, Wallin has been reckless in her actions and conduct with respect to the effect(s) such conduct has on J. Gregory.

94. Wallin's conduct directed toward J. Gregory is outrageous in that it transcends all bounds of decency tolerated by society.

95. Wallin's actions have caused damage to J. Gregory.

96. Wallin's actions have resulted in severe emotional distress to J. Gregory including sleeplessness and anxiety to the point that J. Gregory has sought medical attention and treatment for her physical and emotional conditions resulting from Wallin's actions.

97. Wallin's actions have harmed J. Gregory in an amount to be determined at trial but in any event in excess of \$25,000.00.

**FIFTH CAUSE OF ACTION**

**(In the Alternative-Negligent Infliction of Emotional Distress-As to Mary Jane Wallin)**

98. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

99. In the alternative, Wallin negligently engaged in the aforementioned extreme and outrageous conduct as set forth herein.

100. It was reasonably foreseeable that the aforementioned conduct by Wallin would cause J. Gregory severe emotional distress.

101. Wallin's actions have resulted in severe emotional distress to J. Gregory including sleeplessness and anxiety to the point that J. Gregory has sought medical attention and treatment for her physical and emotional conditions resulting from Wallin's actions.

102. Wallin's actions have harmed J. Gregory in an amount to be determined at trial but in any event in excess of \$25,000.00.

**SIXTH CAUSE OF ACTION**  
**(Civil Conspiracy-All Defendants)**

103. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

104. Agents/employees of Madison and Marshall, together with Wallin, coordinated to commit the wrongful acts as set forth herein.

105. Each Defendant acted in furtherance of the agreement existing between and among the Defendants.

106. Defendants' actions have caused harm to Plaintiff in an amount to be proven at trial, but in any event in excess of \$25,000.00.

**SEVENTH CAUSE OF ACTION**  
**(Injunctive Relief-Mary Jane Wallin)**

107. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

108. Wallin has engaged in acts which changed the way water drained onto the Property and negatively impacted the Property. There is sufficient risk of Wallin engaging in similar acts in the future. Plaintiff is therefore entitled to a permanent injunction prohibiting Wallin from further altering drainage onto the Property, and from interfering with any attempts to restore the previous drainage paths onto and near the Property.

**EIGHTH CAUSE OF ACTION**  
**(Injunctive Relief-Town of Marshall and Madison County)**

109. The allegations set forth in the preceding paragraphs are re-alleged and incorporated by reference as if fully set forth herein.

110. In concert with Wallin, Marshall and Madison have engaged in acts which changed the way water drained onto the property and negatively impacted the Property. There is sufficient risk of Marshall and/or Madison engaging in similar acts in the future. Plaintiff is therefore entitled to a permanent injunction prohibiting Marshall and Madison from further altering drainage onto

the Property, and from interfering with any attempts to restore the previous drainage paths onto and near the Property.

**PRAYER FOR RELIEF**

WHEREFORE, having fully complained of Defendants, Plaintiff prays that this Court:

1. Award Plaintiff compensatory damages from Defendants, jointly and severally, in an amount to be determined by trial;
2. Award Plaintiff pre-judgment and post-judgment interest on all damages to the maximum extent permissible by law;
3. Award Plaintiff's attorney's fees from Defendants, jointly and severally, as allowed by law;
4. Hold a jury trial on all issues;
5. Tax the costs of this action against Defendants; and
6. Provide such other and further relief as the Court deems just and proper.

This the 29<sup>th</sup> day of March, 2022.

CRISP CHERRY MCCRAW PLLC



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*Attorneys for Plaintiff*

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

VERIFICATION

JENNIFER GREGORY, BEING FIRST DULY SWORN, DEPOSES AND SAYS THAT she is the Plaintiff in the above-entitled action, that she has read the foregoing **Complaint** and knows the contents thereof, and that the same is true of her own knowledge except as to those matters and things herein stated upon information and belief, and as to those matters and things, she believes them to be true.

*Jennifer Gregory*  
\_\_\_\_\_  
JENNIFER GREGORY

Sworn to and subscribed before  
me this 29<sup>th</sup> day of March, 2022.

*[Signature]*  
\_\_\_\_\_  
Notary Public

My Comm. Expires: 5/3/22.

