

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

**TONNETT HAMMOND, KAREN HARRISON,
and ASHLEY SALIBELLAS, on behalf of
themselves and all others similarly situated,**

Plaintiffs,

v.

**APEX CHICAGO IL LLC, INTEGRA
AFFORDABLE MANAGEMENT LLC,
ANDREW SWINKOSKI, and other
as-yet unidentified individuals or entities,**

Defendants.

Case No. 2022CH08404

CLASS ACTION

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiffs, on behalf of themselves and all others similarly situated, allege as follows:

1. Plaintiffs file this class action lawsuit to seek redress for the deficient maintenance and property management practices perpetrated by Defendants, who own—and, until recently, managed—the Ellis Lakeview Apartments (“Ellis Lakeview”), an eleven-story, 105-unit apartment building located in Chicago’s Kenwood neighborhood at 4624 South Ellis Avenue, Chicago, Illinois 60653.

2. The Plaintiffs are all current or former Ellis Lakeview residents who lived at Ellis Lakeview during the period that Defendants failed to provide safe and habitable living conditions.

FILED DATE: 8/25/2022 9:49 AM 2022CH08404

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction pursuant to Ill. Const. 1970, art. VI, § 9.

4. This Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209. Defendants have without limitation transacted business, committed tortious acts, and owned, used, and possessed real estate in Illinois. All counts asserted in this Complaint arise from Defendants' Illinois contacts.

5. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101. Defendants owned, operated, and leased real estate in Cook County, where the acts complained of occurred.

PARTIES

6. Plaintiff Tonnett Hammond is a 33-year-old woman who currently resides at Ellis Lakeview Unit 603 with her minor child. She has leased this unit since 2018.

7. Plaintiff Karen Harrison is a 47-year-old woman who currently resides at Ellis Lakeview Unit 605 with her minor child. She has leased this unit since 2016.

8. Plaintiff Ashley Salibellas is a 32-year-old woman who currently lives at Ellis Lakeview Unit 103 with her minor child. She has leased this unit since 2019.

9. Defendant Apex Chicago IL, LLC ("Apex Chicago") is an Illinois limited liability Company incorporated under the laws of Illinois. Apex Chicago purchased Ellis Lakeview on or around July 29, 2019 and still owns it. On information and belief, Defendant Apex Chicago is controlled by Apex Equity Group, Aron Poretz, Chaim Poretz, Naomi Berger, or Oron Zarum.

10. Defendant Integra Affordable Management, LLC ("Integra") is an Illinois limited liability company incorporated under the laws of Delaware and registered with the State of Illinois. From approximately July 29, 2019 to June 8, 2022, Integra was Apex Chicago's contracted management agent for Ellis Lakeview.

11. At all times relevant to this complaint, Defendant Andrew Swinkoski worked for Defendant Integra as the property manager for Ellis Lakeview. On information and belief, Mr. Swinkoski was personally responsible for maintaining safe and habitable conditions at Ellis Lakeview and had notice of all habitability and safety issues at the property described in this complaint.

12. At times relevant to this complaint, Chaim Puretz, Aron Puretz, Orun Zarum, Naomi Berger, Apex Equity Group and other as-yet unidentified individuals or entities controlled and intentionally undercapitalized Apex Chicago and Integra and acted as alter-egos of these entities.

FACTS

13. Ellis Lakeview is a project-based Section 8 subsidized property pursuant to a Housing Assistance Payment (“HAP”) contract between the U.S. Department of Housing and Urban Development (“HUD”) and the building owner.

14. Project-based Section 8 is a HUD program intended to provide privately owned safe, secure and affordable multifamily housing to low-income families.

15. Under this HUD program, tenants pay 30% of their adjusted gross income towards rent and utilities, and HUD pays the remainder of the HUD-approved contract rent. Project owners and their management staff are responsible for calculating the portion of the rent the tenant-household pays based upon household income. Project owners and their management staff are also responsible for providing housing that is safe, decent, and sanitary.

16. The current HAP contract for Ellis Lakeview commenced in 2015, prior to Defendants’ involvement with the property.

17. On or around July 29, 2019, Defendant Apex Chicago purchased Ellis Lakeview. At the time, HUD approved a transfer of the HAP contract from the prior owner to Defendant Apex Chicago.

18. Under the HAP contract, Defendant Apex Chicago received approximately \$145,000 per month from HUD.

19. Defendant Apex Chicago hired Defendant Integra and Andrew Swinkoski to act as its agent for the purpose of managing the property. As part of this arrangement, Integra and Swinkoski acted at the instruction and behest and under the approval of Apex Chicago. Defendant Apex delegated some or all its basic obligations to Integra and Swinkoski, such as collecting and calculating rent, fielding tenant grievances, enforcing building rules, and maintaining safe and habitable living conditions.

20. On or around June 8, 2022, Defendant Apex Chicago entered into a management contract with a new management company, ending Integra's management contract and Swinkoski's involvement with the property.

21. This case concerns conditions at Ellis Lakeview during the period of Apex Chicago's ownership and Integra and Swinkoski's management, from July 29, 2019 to June 8, 2022.

22. During this period, Defendants Apex Chicago, Integra, and Swinkoski failed to properly maintain the property, resulting in systemic building-wide problems, and causing tenants to suffer.

Defendants Fail to Maintain Ellis Lakeview

23. During the relevant period, Defendants, Defendants failed to maintain the property or track resident maintenance requests.

24. For example, for much of the relevant period, there was no one to answer the phone on the designated line for tenants to report maintenance issues and the line did not have a voicemail. From approximately May 2020 to mid-July 2020 and from April 2022 to June 2022, Defendants did not provide an on-site building manager to the property at all. And even when Defendants assigned an on-site building manager to the property, that person was often difficult to reach and the office was frequently closed.

25. Defendants failed to retain management staff at the property, so there was frequent management turnover. Defendants implemented no process to maintain repair records in the face of high management staff turnover.

26. During the relevant period, Defendants neglected the property and several building wide systems failed, including heat, plumbing, and elevator service.

27. Starting at least as early as November 2020, units throughout the building experienced a lack of adequate hot water pressure, absence of hot water, and slow draining and sediment/sewage backup into sinks and tubs. These conditions were documented in City inspections on February 10, 2021 and March 16, 2021 and by HUD inspections on April 9, 2021 and August 30, 2021. During these inspections, tenants reported that they could not bathe at home or that they had to boil water to bathe at home.

28. Defendants did not even begin to address the plumbing issues until 2022.

29. When Defendants finally began to address the hot water problem, they cut very large holes in the drywall of all units but Defendants left those drywall holes open for unacceptably long periods of time.

30. On information and belief, Defendants did not pay their plumbing contractors, causing them to walk off the job and causing the work to be additionally delayed and tenants' units to stay in a state of leaking and disrepair for long periods of time.

31. Dating back to at least as far back as July 2021, there was a roof leak at the property that caused water to seep into interior units. On October 12, 2021, a City of Chicago Building Court ordered Defendants Apex Chicago and Integra to repair the roof, but Defendants did not comply with the order and the roof leak continued until at least March 2022.

32. As a result of the plumbing, roof-leak, and other problems, flooding, damage to unit owners' personal property and mold were ongoing problems at the property during the relevant period.

33. Flooding has occurred in both individual units and in common areas of the building.

34. Below are photos of flooding commonly seen in the first floor hallway – an area that tenants regularly had to traverse to come and go from the building – during the fall of 2020.





35. Tenants have discovered and reported mold on walls, floors, bathroom and kitchen tiles, and carpeting in units throughout the building.

36. On information and belief, tenants in the building have asthma and other allergies that are exacerbated by the building's pervasive mold problem.

37. Defendants have known that the building needed mold remediation since at least fall 2020, but they refused to perform it, often opting instead to simply paint over mold to conceal the problem.

38. Dating back to at least November 2020, Ellis Lakeview also had a building wide problem with rats, mice, and other vermin.

39. In a November 10, 2020 email, one of Defendants' agents reported that "The building is covered in roaches, bed bugs, and mice."

40. In April 2021, HUD cited Defendants Apex Chicago and Integra for having a building-wide problem with rats, mice, and vermin. These problems persisted up through June 8, 2022.

41. Defendants have failed to provide consistent adequate heat at the building, during the winter months, such that tenants have resorted to using stoves and ovens to heat their units.

42. During the entire relevant period, Defendants also failed to provide adequate security at the building. Before Apex Chicago purchased the building, the prior building owner provided security officers at the building nearly 24 hours a day. After Apex Chicago purchased the building and throughout the relevant period, residents repeatedly asked Defendants to restore security officers to the building, but Defendants refused.

43. In addition to doing away with security officers, Defendants neglected locks on the parking lot gate and building doors. For months at a time, including a substantial portion of Summer 2021 and from September 2021 to November 2021 the gate to the parking lot did not close, allowing people to trespass, loiter and otherwise interfere with the tenants' use and enjoyment of their home.

44. In addition, the building front door was unsecured for months at a time, including from the end of 2021 to at least May 2022. As a result of these security breaches, non-residents have trespassed and loitered in the building, sometimes sleeping in elevators or stairwells, and violence has occurred inside the building and parking lot.

45. During the entire period that Defendants controlled the building, Defendants failed to clean and maintain building common areas. For example, trash routinely built up in the hallways and common areas, in turn causing the increased presence of insects and rodents. Floors in the hallways and stairwells were filthy and smelled of urine.

46. During the entire period that Defendants controlled the building, Defendants failed to properly maintain the building's two elevators, such that either one or both elevators was consistently broken.

47. One of the elevators was out of service for nearly a full year, from December 2019 to December 2020.

48. For an approximately five-day period in December 2020, both elevators were broken. On at least nine occasions in 2021, both elevators were broken for periods spanning four hours to two days.

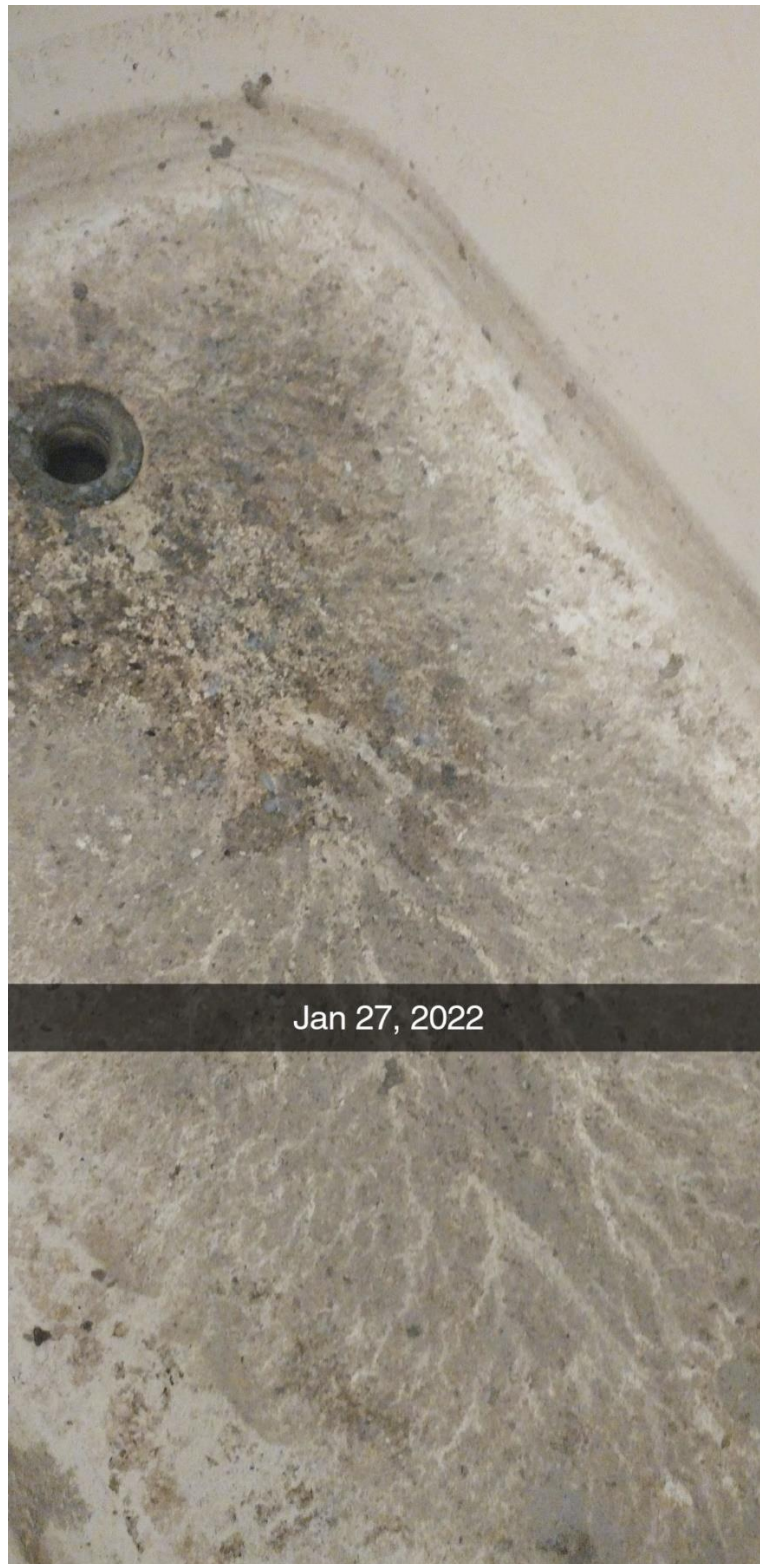
49. As a result of consistent elevator outages, the nearly 100 households in the building had limited elevator service, making social distancing impossible during the COVID-19 pandemic.

50. From approximately March 2020 to November 2020, tenants did not have functioning mailboxes.

51. As a result of these systemic failures, Ellis Lakeview tenants were forced to live in uninhabitable conditions, as demonstrated by the experiences of the individually named Plaintiffs.

Tonnett Hammond

52. Since approximately mid-2019, Plaintiff Tonnett Hammond experienced serious plumbing problems in her unit, most significantly the regular backup of sewage into her tub, despite repeated complaints to Defendants and requests for repair. Because feces, sanitary napkins, and sewage often came up through her tub, she and her son were frequently unable to bathe at home. An image of Ms. Hammond's bathtub from January 27, 2022 is depicted below.



53. Ms. Hammond's bathroom sink and toilet have also frequently detached from the wall and floor, causing additional leaks, and her bathroom walls were often soft to the touch.

54. During a May 31, 2022 building court hearing, a City inspector testified that bathroom plumbing issues in Ms. Hammond's unit exposed Ms. Hammond and her son to sewage and fecal matter and therefore constituted dangerous and hazardous conditions.

55. In November 2020, Defendants undertook work to Ms. Hammond's bathroom that left her bathroom completely unusable. Ms. Hammond's bathtub was in the condition depicted below for approximately one week during, causing Ms. Hammond and her son to be functionally evicted from her unit.



56. In fall 2020, Ms. Hammond experienced flooding in her unit from water that seeped in through the hallway. Ms. Hammond's carpet stayed wet for several days causing mold and mildew to grow in the carpet and causing damage to clothing to furniture. One of Defendants' agents told Ms. Hammond they would replace her carpet, but Defendants failed to do so.

57. Ms. Hammond also experienced very low hot water pressure in her kitchen on an ongoing basis.

58. Ms. Hammond experienced mice in her unit.

59. Ms. Hammond avoided using the laundry room because non-residents were often found sleeping in the laundry room.

60. In December 2019, Ms. Hammond was the victim of a violent crime inside the building that was committed by a non-resident who should not have been allowed in the building.

61. Ms. Hammond paid a security deposit when she moved into Ellis Lakeview, but Defendants have never paid her interest on her security deposit.

Karen Harrison

62. In November 2020, Plaintiff Karen Harrison noticed a large spot of mold in her closet in her unit, pictured below.



63. When Ms. Harrison complained to Defendants about the mold, they sent a janitor to her unit who simply painted over the mold.

64. The mold problem persisted, and Ms. Harrison and her daughter began experiencing allergic reactions and asthma-like symptoms.

65. In December 2020, Ms. Harrison hired and paid for her own mold inspector, who found mold and water damage in her unit. Shortly thereafter, Ms. Harrison shared the mold inspection with Defendants and requested mold remediation, but Defendants never provided it.

66. In or around early March 2022 Defendants opened walls in Ms. Harrison's closet and kitchen to repair plumbing but left open holes in the drywall. Rather than sealing the drywall, Defendants simply taped a thin cover over the hole. As shown below, the tape easily comes off the wall. Ms. Harrison has had to reinforce the cover with additional tape and by placing heavy objects against the cover.



67. Ms. Harrison experienced low hot water pressure in her kitchen and bathroom on an ongoing basis.

68. Ms. Harrison experienced insufficient heat during the winter months.

69. Ms. Harrison frequently witnessed garbage chutes backed all the way up to the sixth floor of her building.

70. Ms. Harrison experienced rodents in her unit and had to purchase her own mouse traps.

71. Ms. Harrison avoided using the building laundry because she was uncomfortable spending time in unsanitary and unsafe common areas of the building.

72. Ms. Harrison paid a security deposit when she moved into the building, but Defendants have never paid her interest on her security deposit.

Ashley Salibellas

73. Since the spring and summer of 2021, Ashely Salibellas had mold and excess moisture in her closets and bathroom. On information and belief, the mold in Ms. Salibellas's unit has exacerbated her daughter's and her own allergies.

74. Throughout the spring of 2021, Ms. Salibellas experienced a range of plumbing issues in her bathroom. From approximately April 2021 to March 2022, she regularly experienced black debris or sewage and sewer gas coming up from her bathtub drain.

75. In March 2021, Ms. Salibellas had a leaking toilet with pooling water, and in May 2021, her sink clogged completely and was not useable. In January 2021, Ms. Salibellas had dirty liquid leaking from her bathroom vent into her shower.

76. Ms. Salibellas has experienced mice in her unit on an ongoing basis.

77. During the winter of 2020-2021, Defendants failed to provide adequate heat to Ms. Salibellas's unit, such that ice formed on the windows inside her unit and she needed to use her stove for heat.

78. In or around July 2021, a shooting occurred in the property parking lot, just outside of Ms. Salibellas's unit. The shooter had access to the Ellis Lakeview parking lot because Defendants failed to maintain the parking lot gate. Although Ms. Salibellas and her daughter were unhurt, they were terrified by the shooting and have lived in fear since.

79. Ms. Salibellas has spent at least two nights outside of her unit as a result of fears stemming from gun violence on or near the property.

80. Ms. Salibellas paid a security deposit before moving into her unit, but Defendants never paid her interest on her security deposit.

Notice to Defendants

81. Defendants repeatedly have been made aware of all the habitability issues described in this complaint.

82. During the period that Defendants controlled Ellis Lakeview, tenants repeatedly complained about habitability issues, both individually and through the Ellis Lakeview Tenants Association (ELTA).

83. Since September 2020, ELTA organizers have sent hundreds of emails to Defendants complaining about habitability issues described in this complaint. They have written to Integra's generic "management" email address and to addresses of respective onsite managers, as well as Apex's attorneys.

84. ELTA's email correspondence with Defendants addressed on-going maintenance issues in individual units or the building at-large, provided lists of maintenance issues itemized by unit or issue, provided extensive supporting documentation such as photographs and videos regarding such maintenance issues, addressed tenant re-certifications and interactions between management and residents, coordinated entry into resident units, flagged urgent and emergent issues regarding resident safety, and coordinated building inspections.

85. During the relevant time frame, Defendants were made aware that the property failed multiple inspections by the City of Chicago Department of Building (DOB) inspections and HUD.

86. On September 26, 2018, the property failed a DOB inspection for elevator safety and maintenance issues, including elevator fire safety issues.

87. On October 10, 2019, the property failed a DOB inspection for multiple missing or ripped window and door screens.

88. On March 12, 2020, the property failed a DOB inspection for elevator maintenance and fire safety issues.

89. On July 8, 2020, the property failed a DOB inspection for a variety of issues, including lack of smoke detectors in units and common areas, rodent infestations, the severely soiled state of all floors, hallways, and carpeting, torn or missing window screens, defective exit signs, and windows that would not lock.

90. On July 20, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

91. On August 11, 2020, the property failed a DOB inspection because the fire alarm system and standpipe system needed to be replaced.

92. On August 14, 2020, the property failed a DOB inspection due to an array of issues, including an inadequate fire extinguisher, a smoke detector not properly functioning, the presence of mildew, rodent and roach infestations, peeling paint, loose plaster and cracked drywall, and the lack of sanitary stairwells and carpeting.

93. On August 20, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

94. On August 29, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

95. On August 31, 2020, the property failed a DOB inspection for an array of issues, including several fire safety issues, widespread rodent and roach infestations, emergency lighting failures and infrastructure issues like broken ceilings, walls, window screens, and peeling paint.

96. On October 1, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

97. On October 15, 2020, the property failed a DOB inspection for failure to maintain interior walls and ceilings free from holes or cracks.

98. On October 20, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

99. On November 23, 2020, the property failed a DOB inspection for an array of issues, including non-functioning emergency lighting, non-functioning exit signs, rodent and roach infestations, stained hallway carpeting, broken windows and window screens, and peeling paint.

100. On December 30, 2020, the property failed a DOB inspection for elevator maintenance issues, including fire safety issues.

101. On February 8, 2021, the property failed a DOB inspection because multiple residents were forced to use stoves and space heaters because their heat was not functioning.

102. On February 10, 2021, the property failed a DOB inspection for issues including very low hot water pressure throughout the building, cracks and holes in the floors and walls, rodent holes, bathroom doors off hinges, windows that would not stay open, and missing bathroom sink pedestals.

103. On March 2, 2021, the property failed a DOB inspection due to elevator maintenance issues, including fire safety issues.

104. On or around March 26, 2021, the City of Chicago sued Defendants Apex Chicago and Integra in building court for multiple building code violations at Ellis Lakeview, including holes/cracks in interior walls of several units, mice holes in several units, and very low hot water pressure throughout the building.

105. On May 6, 2021, the property failed a DOB inspection due to elevator and fire safety issues.

106. On July 7, 2021, the property failed a DOB inspection due to elevator and fire safety issues.

107. On July 12, 2021, the property failed a DOB inspection due to multiple issues, including missing windows and screens and inadequate safety signage.

108. On September 7, 2021, the City of Chicago filed an Amended Complaint against Defendant Apex Chicago and Integra, listing nearly 40 new building code violations, including electrical, fire safety, roof leak, and plumbing violations.

109. As the building court litigation progressed, the City made Defendants aware of new and ongoing habitability problems at the property, some of which were memorialized in court orders requiring Defendants to remediate certain problems. Just to give one example, on October 12, 2021, the Court entered an order requiring Defendants to repair and abate the sewage backups in Ms. Hammond's and Ms. Salibellas's units by October 26, 2021, but those sewage backup problems continued to exist long afterward.

110. In addition to the City of Chicago, HUD has also put Defendants on notice of habitability issues at the property.

111. Beginning in September 2020, HUD began contacting Defendants about complaints received from Ellis Lakeview tenants.

112. On or around November 3, 2020, HUD informed Defendants that HUD found them to be out of compliance with the HAP contract for failure to provide decent, safe, and sanitary housing.

113. HUD attached a complaint tracking tool to the November 3, 2020 letter documenting a range of habitability problems with the building. Those problems included, for

example, overflowing garbage chutes, inoperable front door, inoperable elevator, rodents, and leaks, mold, and mildew in many units.

114. HUD continued to notify Defendants of additional habitability issues at the property in communications dated December 14, 2020, December 21, 2020, December 29, 2020, January 5, 2021, January 12, 2021, January 13, 2021 and January 21, 2021.

115. On or around February 25, 2021, HUD notified Defendants that there were 65 open violations of the City of Chicago Building Code, providing a list of the violations and summarizing them as dealing primarily with lack of hot water, mice, rodents, and roaches, broken/missing emergency lights, and broken/missing exit lights. HUD also notified Defendants that the habitability issues raised in its November 2020, December 2020, and January 2021 communications were not satisfactorily resolved.

116. In April and August 2021, HUD conducted inspections at the property and found numerous HAP contract violations, including ongoing issues with low water pressure, water damage, cracked and damaged walls and ceilings, mold, pest infestations, and cracked or peeling paint. HUD outlined these deficiencies in pre-penalty notices sent to Defendants on May 13, 2021 and October 21, 2021.

117. In February 2022, HUD filed an administrative action against Defendants, citing ongoing problems with inadequate hot water at Ellis Lakeview and other systemic habitability problems at the building.

118. On or around April 27, 2022, the City of Chicago filed a petition to appoint a general receiver to manage Ellis Lakeview, explaining that Defendants Apex Chicago and Integra failed to correct the unsafe conditions the City Department of Buildings had previously brought to its attention.

119. As a result of the City's petition to appoint a receiver, Defendant Apex Chicago was forced to fire Integra and hire a new management company, Five T.

120. Defendants no longer control Ellis Lakeview, and conditions have begun to improve.

Class Action Allegations

121. Plaintiffs bring this action on behalf of themselves and all other similarly situated individuals, pursuant to 735 ILCS 5/2-801.

122. The class is comprised of all leaseholders who currently reside or have previously resided at Ellis Lakeview for any period from July 29, 2019 to June 8, 2022.

123. A class action in this case is proper with respect to the class pursuant to 735 ILCS 5/2-801.

124. The class is so numerous that joinder of all members is impracticable.

125. Plaintiffs estimate that the class consists of over one hundred current or former leaseholders.

126. There are questions of fact and law common to the class that predominate over any questions affecting only individual class members. These common questions include: (a) whether Defendants failed to maintain habitable living conditions at Ellis Lakeview; (b) whether Defendants paid interest in Plaintiff's security deposits at Ellis Lakeview; and (c) whether Defendants breached a duty of care to Plaintiffs.

127. The class representatives will fairly and adequately protect the interests of the class. The claims of each Plaintiff are typical of the claims of class members, and Plaintiffs suffered the same or similar injuries as those suffered by other class members. Moreover, Plaintiffs are

represented by attorneys who are qualified, experienced, and capable of conducting the litigation and adequately representing the interests of all class members.

128. A class action in each instance is an appropriate method for achieving the fair and efficient adjudication of this controversy. The modest value of each individual claim renders individual suits—and the filing and service fees attendant to bringing them—unfeasible for most individual class members. The presentation of separate actions by individual class members could create a risk of inconsistent adjudications, establish incompatible standards of conduct for Defendants, and impede class members’ ability to protect their interests.

129. Defendants have engaged in one course of conduct that is generally applicable to the class, making class-wide injunctive or declaratory relief appropriate. Thus, proof of Defendants’ course of conduct at Ellis Lakeview will establish the right of all class members to recover on the claims asserted in this Complaint, and class relief will best secure economies of time, effort, and expense.

130. The identities of all members of the class can be readily determined from records possessed and maintained by Defendants.

131. Plaintiffs know of no conflicts of interest between class members.

COUNT ONE

Violation of RLTO § 5-12-010 *et seq.*: Failure to Maintain

132. Plaintiffs restate and reallege the foregoing paragraphs as if fully stated and alleged herein.

133. Section 5-12-070 of the RLTO commands that a landlord “shall maintain the premises in compliance with all applicable provisions of the municipal code” and “promptly make any and all repairs necessary to fulfill this obligation.”

134. Pursuant to § 5-12-110 of the RLTO, material noncompliance with § 5-12-070 includes a landlord's failure to:

- exterminate insects, rodents, or other pests;
- provide heat or hot water in such amounts and at such levels and times as required by the municipal code;
- maintain heating facilities or gas-fired appliances in compliance with the requirements of the municipal code;
- maintain plumbing facilities, piping, fixtures, appurtenances and appliances in good operating condition and repair;
- provide or maintain in good working order a flush water closet, lavatory basin, bathtub or shower, and kitchen sink;
- maintain electrical systems, circuits, receptacles, and devices as required by the municipal code;
- maintain and repair any equipment which the landlord supplied or is required to supply;
- maintain floors, interior walls or ceilings in sound condition and good repair;
- maintain the foundation, exterior walls or exterior roof in sound condition and repair, substantially watertight and protected against rodents; and
- maintain the dwelling unit and common areas in a fit and habitable condition.

135. Pursuant to § 5-12-110(e) of the RLTO, a tenant may recover damages for a landlord's material noncompliance with § 5-12-070.

136. In the manner described more fully above, Defendants have systematically failed to maintain the property and materially comply with the nonwaivable duties assumed under the RLTO.

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully pray that this Court enter an order granting the following relief:

- a. certifying this action as a class action;
- b. entering judgment in favor of Plaintiffs and against Defendants;
- c. awarding compensatory damages; and
- d. awarding Plaintiffs' costs, reasonable attorney's fees, and interest on the judgment pursuant to RLTO § 5-12-180;
- e. granting whatever other relief this court deems appropriate and just under the circumstances.

COUNT TWO

Violation of RLTO § 5-12-080: Failure to Pay Interest on Security Deposits

137. Plaintiffs restate and reallege the foregoing paragraphs as if fully stated and alleged herein.

138. Section 5-12-080 of the RLTO requires landlords to pay tenants annual interest accrued on any security deposit held for more than six months.

139. In the manner described more fully above, Plaintiffs and others similarly situated paid security deposits when they moved into Ellis Lakeview, but Defendants never paid them annual interest accrued on their deposits.

140. Pursuant to the RLTO, a tenant shall be awarded damages an amount equal to two times the security deposit plus interest.

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully pray that this Court enter an order granting the following relief:

- a. certifying this action as a class action;
- b. entering judgment in favor of Plaintiffs and against Defendants;

- c. awarding compensatory damages in an amount equal to two times each tenant's security deposit; and
- d. awarding Plaintiffs' costs, reasonable attorney's fees, and interest on the judgment pursuant to RLTO § 5-12-180;
- e. granting whatever other relief this court deems appropriate and just under the circumstances.

COUNT THREE

Systemic Breach of the Implied Warranty of Habitability

141. Plaintiffs restate and reallege the foregoing paragraphs as if fully stated and alleged herein.

142. Illinois law implies into every rental agreement a warranty of habitability.

143. In the manner described more fully above, Defendants have systematically failed to maintain the property, constituting a systematic and class-wide breach of the implied warranty of habitability inherent in the rental agreements between Defendants and Plaintiffs.

144. Where a tenant has paid in excess of the fair rental value for defective premises due to a breach of the implied warranty of habitability, compensatory damages may be awarded in the excess amount.

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully pray that this Court enter an order granting the following relief:

- a. awarding damages to each class member in an amount equal to the difference in value of the Ellis Lakeview units had they been habitable, and the uninhabitable units actually provided;
- b. certifying this action as a class action;
- c. awarding Plaintiffs' costs, reasonable attorney's fees, and interest on the judgment; and

- d. granting whatever other relief this court deems appropriate and just under the circumstances.

COUNT FOUR

Negligence

145. Plaintiffs restate and reallege the foregoing paragraphs as if fully stated and alleged herein.

146. Defendants owed Plaintiffs a duty of reasonable care when it came to maintaining safe and habitable living conditions at the property.

147. In the manner described more fully above, Defendants breached their duty of care to Plaintiffs when they failed to maintain a system for tracking and receiving maintenance requests, failed to remediate building-wide mold problems, failed to repair building-wide plumbing problems, and failed to remediate building-wide pest problems, and failed to provide locking doors and other basic security at Ellis Lakeview, among other things.

148. As a proximate cause of misconduct described in this count, Plaintiffs suffered damages, including physical illness, property damage, emotional distress, and economic losses.

WHEREFORE, Plaintiffs, on behalf of themselves and all others similarly situated, respectfully pray that this Court enter an order granting the following relief:

- a. certifying a limited issue class on the question of whether Defendants breached a duty of care to Plaintiffs;
- b. awarding compensatory damages to Plaintiffs and other class members who suffered injuries or losses as a result of Defendants' negligence;
- c. awarding Plaintiffs' costs, reasonable attorney's fees, and interest on the judgment; and
- d. granting whatever other relief this court deems appropriate and just under the circumstances.

JURY DEMAND

Plaintiffs demand a trial by jury of all claims in this Complaint so triable.

Dated: August 25, 2022

Respectfully Submitted,

By: /s/Elizabeth Mazur
One of Plaintiffs' Attorneys

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