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IRIS Y. MARTINEZ
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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

MARY WILLIAMS, Individually and on behalf of)
all similarly situated persons,)
)
 Plaintiff,)
)
 v.)
)
 EAST LAKE MANAGEMENT GROUP, INC. and)
 EAST LAKE MANAGEMENT AND)
 DEVELOPMENT CORP., individually and d/b/a)
 EAST LAKE MANAGEMENT AND)
 DEVELOPMENT GROUP, INC., C/S LOOMIS)
 COURTS LIMITED PARTNERSHIP, LOOMIS)
 COURTS, LLC, and)
 THE HABITAT COMPANY, LLC,)
)
 Defendants.)

No. 2020 CH 05746

SECOND AMENDED CLASS ACTION COMPLAINT

Plaintiff, MARY WILLIAMS (“Plaintiff”), on behalf of herself and all others similarly situated, through her counsel, Berton N. Ring, P.C., hereby respectfully complains and alleges against Defendants, EAST LAKE MANAGEMENT GROUP, INC. and EAST LAKE MANAGEMENT AND DEVELOPMENT CORP., individually and d/b/a EAST LAKE MANAGEMENT AND DEVELOPMENT GROUP, INC., C/S LOOMIS COURTS LIMITED PARTNERSHIP, LOOMIS COURTS, LLC and THE HABITAT COMPANY, LLC, as follows:

THE PARTIES

The Plaintiffs

1. Plaintiff, Mary Williams (“Williams”) is a natural person and resident of the City of Chicago in the State of Illinois.
2. At all times herein relevant, Williams was and is a residential tenant of the multi-unit apartment complex located at 1214 W. 15th Street in Chicago, Illinois 60608 (the “subject matter property”), known as Loomis Courts.

The Defendants

3. According to records maintained by the Illinois Secretary of State, Defendant, East Lake Management Group, Inc. (“East Lake”) is an active Illinois Corporation in good standing.

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4. According to records maintained by the Illinois Secretary of State, Defendant East Lake Management and Development Corp. (“East Lake Development”) is an active Illinois Corporation in good standing.
5. On information and belief, East Lake and/or East Lake Development did business at some or all times herein relevant under the name “East Lake Management and Development Group, Inc.”
6. According to records maintained by the Illinois Secretary of State, “East Lake Management an Development Group, Inc.” is not a business entity authorized to do business in the State of Illinois.
7. According to records maintained by the Illinois Secretary of State, “East Lake Management and Development Group, Inc.” does not exist as a lawful business entity in Illinois.
8. At all times herein relevant, East Lake represented itself to Plaintiff and to the general public and tenants and prospective tenants as the management company and agents of the owner of the subject matter property.
9. According to the “Private Property Management Agreement between C/S Loomis Courts Limited Partnership and East Lake Management Group, Inc.”, the owner of Loomis Courts is C/S Loomis Courts Limited Partnership, pursuant to a contract dated May 26, 2019.
10. According to records maintained by the Illinois Secretary of State, “Loomis Courts, LLC” is an active Limited Liability Company in good standing.
11. “C/S Loomis Courts’ Limited Partnership” is a Delaware Limited Liability Company.
12. Upon information and belief, the owner of Loomis Courts is East Lake Management and Development Group, Inc.
13. According to records maintained by the Illinois Secretary of State, Defendant, The Habitat Company, LLC (“Habitat”) is an active Illinois corporation in good standing.
14. On or around September 1, 2021, The Habitat Company, LLC took over management and agent duties for the subject matter property from East Lake and/or East Lake Development.
15. From on or around September 1, 2021, and at all times herein relevant thereafter, The Habitat Company, LLC acted as property managers and agents of the owner and/or management companies for the subject matter property.

GENERAL ALLEGATIONS COMMON TO ALL COUNTS

The Building

16. The subject matter property complex consists of 2 multi-unit residential apartment high-rise buildings, each containing approximately two hundred eighty-five (285) residential rental units covering 24 floors.
17. Marketing materials for the subject matter property state that the property contains two hundred thirty-eight (238) units.

18. The subject matter property is alternately commonly known and/or marketed as "Loomis Courts".
19. Defendants advertise the subject matter property as a low-income and/or subsidized housing project which participates in the Section 8 Housing Program administered by the United States Department of Housing and Urban Development ("HUD").
20. The subject matter building is entirely occupied by Section 8 certified tenants, sometimes called a Section 8 project building.
21. East Lake represents itself to HUD and the general public as having knowledge and experience in managing and administering subsidized and low-income housing.
22. Upon information and belief, the owner retained East Lake to manage the subject matter property at all times herein relevant.
23. At all times herein relevant, the subject matter property was not owner-occupied.
24. At all times herein relevant, lease and tenancies in the subject matter property were subject to the Chicago Residential Landlord and Tenant Ordinance, MCC Section 5-12-010 *et seq.* ("RLTO").
25. At all times herein relevant, all Defendants were "landlords" as that term is defined by Section 5-12-030 of the RLTO.
26. East Lake and/or East Lake Development acted at property managers, agents of the owner and/or management companies for the subject matter property at all times herein relevant.
27. On or around September 1, 2021, The Habitat Company, LLC took over management of the subject matter property from East Lake and/or East Lake Development.
28. From on or around September 1, 2021, and at all times herein relevant thereafter, The Habitat Company, LLC acted as property managers, agents of the owner and/or management companies for the subject matter property.

Williams' Tenancy

29. Williams has been a resident of unit 206 in the subject matter property since in or around 2014.
30. In or around 2014, Williams paid a security deposit of \$166.00 when she moved into the subject matter property.
31. As of the date of this filing, East Lake continues to hold Williams' security deposit.
32. At all times herein relevant, Williams has been a participant in the Section 8 Housing Program ("Section 8") administered by HUD.
33. Pursuant to the requirements of Section 8, one or more Defendants has annually recertified Williams for her continued participation in the program since 2014.
34. Each time Williams is recertified, one or more Defendants provides her with a new market contract rent subsidy.
35. Each year, after Williams is recertified, one or more Defendants provides her with a new tenant payment portion of the rent.
36. Over the course of Williams' tenancy, her tenant payment portion of the rent has ranged between \$355.00 to \$479.00 per month.

37. Each year between 2014 and 2020, based on this recertification, East Lake has presented Plaintiff with a new copy of a form lease with boilerplate language for Williams to sign.
38. That Form Lease is the same, or substantially similar, to the leases used by East Lake for most or all other tenants in the building.
39. Williams' last lease from East Lake was for a term from May 1, 2020 through April 30, 2021.
40. Williams has continued to comply will all provisions of her lease agreement, including the payment of rent.
41. Williams has not received interest on her security deposit from any Defendant by cash or rent credit in 2014, 2015, 2016, 2017, 2018, 2019 or 2020.
42. At all times during the Plaintiff's tenancy, the subject matter unit suffered from a myriad of unsafe, unsanitary and uninhabitable conditions, including without limitation the following:
 - a. an infestation of toxic mold on the kitchen walls, in and around the bedroom and bedroom closet, behind the bathtub, on the bathroom window and in common areas of the subject matter building;
 - b. a rodent infestation;
 - c. other unsafe, unsanitary and uninhabitable conditions.
43. Throughout her tenancy, Plaintiff repeatedly complained to the Defendants regarding the problems in the subject matter unit, both orally and in writing.
44. However, Defendants failed to ameliorate these unsafe, unsanitary and uninhabitable conditions by violating normal and customary mold remediation rules, including but not limited to:
 - a. not attempting remediation of Plaintiff's mold infestation and other tenants in a timely and safe manner;
 - b. failing to employ licensed and/or certified or trained mold remediation experts;
 - c. failing to remove entire sections of mold infected drywall and painting over them;
 - d. failing to use proper or approved supplies, and to follow proper and approved procedures for mold remediation, such as bleach, mold retardant, mold primer;
 - e. failing to use plastic sheeting to seal off infected areas during attempted remediation efforts protecting the tenants from further mold spores;
 - f. painting over mold infected areas;
 - g. failing to permanently remediate the mold;
 - h. allowing mold spores to dangerously proliferate.
45. Because Defendants at no time completely removed the mold, the mold quickly grew.
46. As a result of the toxic mold infestation, Plaintiff has experience health problems throughout her tenancy requiring medical care and treatment. Further, Plaintiff was required to live in the subject matter unit while remediations took place.

47. Additionally, the mold damaged, destroyed or rendered unsuitable a number of articles of Plaintiff's personal property in the subject matter unit.
48. At all times throughout their tenancies, Plaintiff has complied with all statutory and lease provision, including without limitation the timely payment of rent.

The Form Lease

49. At all times herein relevant, East Lake utilized a one-year standard form lease (the "form lease") with boilerplate language for most or all tenants in the subject matter property.
50. That lease is entitled "Model Lease Form", and said title appears on the first page of each copy of the lease.
51. The form lease included several form addenda and riders, which also contained boilerplate language.
52. Upon information and belief, these form addenda and riders were also used by East Lake for most or all tenants
53. These form leases, including all addenda and riders, were the same or substantially similar to those provided to Williams during her tenancy at the subject matter property.
54. Different pages of the form lease and its various addenda alternately identified East Lake, East Lake Development and/or "East Lake Management and Development Group, Inc." as the property manager, landlord, and/or agent for the owner for the subject matter property.
55. The Model Form Lease does not designate the name of a person where notices or service of process can be effectuated.
56. The Model Form Lease only provides East Lake's name, address and phone number as contact information for the landlord.
57. The Model Form Lease states that security deposit interest will be paid at the end of a tenancy and not on an annual basis.
58. The Model Form Lease and its addenda do not provide or include a complete and current RLTO summary and interest rate disclosure.

CLASS ACTION ALLEGATIONS

59. Plaintiff Williams, pursuant to Section 2-801 of the Illinois Code of Civil Procedure, brings this action on behalf of herself and two classes of similarly situated individuals.
60. **CLASS A** consists of (1) natural persons who (2) signed, executed or renewed a Lease for a unit at the subject matter property (3) between June 20, 2014 and the present.
61. **CLASS B** consists of (1) all tenants at the subject matter property (2) with a tenancy which included thirty-two continuous days or more during the period between June 20, 2014 and the present, who (3) paid a security deposit to one or more of the Defendants and (4) which deposit was held by one or more Defendants during that time period.
62. **CLASS C** consists of all tenants at the subject matter complex between June 20, 2014 and the present whose units suffered from unsafe, unsanitary and uninhabitable conditions, including without limitation, an infestation of toxic mold.
63. The membership of each class exceeds 100 in number.

64. There are at least 238 units at the subject matter property.
65. Defendants use the same form Lease and utilize and follow the same policies, for most or all tenants at the subject matter property.
66. There is regular turnover of tenants at the subject matter complex.
67. New tenants move in and old tenants move out on a monthly, seasonal or annual basis.
68. The members of each class are therefore so numerous that joinder of their individual claims is impracticable.
69. There are questions of law and fact common to each member of the Classes which predominate over any questions affecting only individual class members.
70. The Plaintiff will fairly and adequately protect the interest of each class.
71. The Plaintiff's counsel is experienced in class action matters, and a class action is the most appropriate means for the fair and efficient adjudication of the claims herein.
72. The identities of all members of the classes can be easily determined from the records of each Defendant herein or from HUD records.
73. Plaintiff has signed a written attorney client fee agreement with Berton N. Ring, P.C. and has expressly assigned all rights and interest in attorney's fees to Berton N. Ring, P.C.

COUNT I - VIOLATIONS OF MCC SECTION 5-12-170

76. Plaintiff restates and realleges paragraphs 1 – 71 of this Class Action Complaint as if fully set forth herein.
77. The City of Chicago, by and through its duly elected City Council, promulgated an ordinance known as the Chicago Residential Landlord and Tenant Ordinance, Section 5-12-100 *et seq.* ("RLTO").
78. The RLTO was in force and effective at all times herein relevant.
79. Pursuant to Section 5-12-170,

"The commissioner of the department of planning and development shall prepare a summary of this chapter, describing the respective rights, obligations and remedies of landlords and tenants hereunder, and shall make such summary available for public inspection and copying...A copy of such summary shall be attached to each written rental agreement when any such agreement is initially offered to any tenant or prospective tenant by or on behalf of a landlord and whether such agreement is for a new rental or a renewal thereof. Where there is an oral agreement, the landlord shall give to the tenant a copy of the summary."

80. The complete summary required by Section 5-12-170 includes, *inter alia*, the security deposit interest rate summary, porch language and summary of tenants' rights under the ordinance itself.
81. The RLTO summary changes from time to time as security deposit interest rates are updated for each year.
82. No Defendant ever provided Williams with a complete, updated summary of the RLTO in 2015.

83. No Defendant ever provided Williams with a complete, updated summary of the RLTO in 2016.
84. No Defendant ever provided Williams with a complete, updated summary of the RLTO for 2017.
85. No Defendant ever provided Williams with a complete, updated summary of the RLTO for 2018.
86. No Defendant ever provided Williams with a complete, updated summary of the RLTO for 2019.
87. No Defendant ever provided Williams with a complete, updated summary of the RLTO for 2020.
88. At all times herein relevant, one or more Defendants had a policy at the subject matter property of providing outdated and/or incomplete RLTO summaries to tenants entering or renewing a lease.
89. Alternatively, Defendants only provided either an outdate, earlier version or an incomplete version of the RLTO summary and interest rate disclosure to tenants and prospective tenants.
90. Defendants acted pursuant to this policy when they failed to tender complete, updated summaries to Williams.
91. Pursuant to this policy or procedure, Defendants did not provide or tender complete, updated RLTO summaries to Plaintiff when she first moved into the property or renewed her lease thereafter.
92. Defendants created this policy to ensure that tenant was not apprised of her rights under the RLTO.
93. Pursuant to Section 5-12-170, if a tenant in a civil legal proceeding against her landlord establishes that a violation of this section has occurred, she shall be entitled to recover \$100.00 in damages plus attorney's fees under RLTO Section 5-12-170.
94. Section 5-12-170 of the RLTO entitles the prevailing plaintiff to attorney's fees incurred applying any right or remedy available under the RLTO.

WHEREFORE, the Plaintiff, Mary Williams, on behalf of herself and all others similarly Situated, respectfully requests this Honorable Court certify this cause as a class action and enter judgment in her favor and against Defendants, jointly and severally, in the amount of \$100.00 per class member, plus costs, attorney's fees and whatever other relief this Court deems valid and just under the circumstances.

COUNT II – VIOLATION OF MCC SECTION 080

95. Plaintiff restates and realleges paragraphs 1 – 94 of this Class Action Complaint as if fully set forth herein.
96. Pursuant to Section 5-12-080 (a)(3) of the RLTO,

“The name and address of the financial institution where the security deposit will be deposited shall be clearly and conspicuously disclosed in the written rental agreement signed by the tenant. If no written rental agreement is

provided, the landlord shall, within 14 days of receipt of the security deposit, notify the tenant in writing of the name and address of the financial institution where the security deposit was deposited.”

97. No Defendant ever disclosed to Williams the location of her security deposit.
98. The Model Lease Form does not disclose to any tenant receiving it the location of that tenant’s security deposit.
99. Pursuant to Section 5-12-080 (b)(1) of the RLTO.

“any landlord who receives a security deposit from a tenant or prospective tenant shall give said tenant or prospective tenant at the time of receiving such security deposit a receipt indicating the amount of such security deposit, the name of the person receiving it and, in the case of the agent, the name of the landlord for whom such security deposit is received, the date on which it is received, and a description of the dwelling unit. The receipt shall be signed by the person receiving the security deposit. Failure to comply with this subsection shall entitle the tenant to immediate return of security deposit.”

100. No Defendant ever provided Williams with a receipt for her security deposit.
101. Defendants have a standard policy of not paying interest to tenants on their security deposits until those tenants vacate the subject matter property.
102. Defendants acted towards Plaintiff pursuant to that policy.
103. Upon information and belief, this policy is ongoing under the Habitat Company’s management at the subject matter complex.
104. That standard policy is memorialized in paragraph 8 of the Model Lease, which states that interest will not be paid to the tenant until she vacates the property.
105. Pursuant to Section 5-12-080(f)(1), “if the landlord fails to comply with any provision of Section 5-12-080(a) – (e), the tenant shall be awarded damages in an amount equal to two times the security deposit plus interest as a rate determined in accordance with Section 5-12-081. This subsection does not preclude the tenant from recovering other damages to which she may be entitled under this chapter.”
106. Section 5-12-080 of the RLTO entitles the prevailing plaintiff to attorney’s fees incurred applying any right or remedy available under the RLTO, including under Section 5-12-080.

WHEREFORE, the Plaintiff, Mary Williams, on behalf of herself and all other similarly situated, respectfully requests this Honorable Court certify this cause as a class action and enter judgment in her favor and against Defendants, jointly and severally, in an amount to be proven at trial but not less than twice each class member’s security deposit, plus costs, attorney’s fees and whatever other relief this Court deems vailed and just under the circumstances.

COUNT III – FAILURE TO MAINTAIN
On behalf of Class C

107. The Plaintiff repeats and realleges paragraphs 1 – 105 of this Class Action Complaint as if fully set forth herein.
108. Pursuant to RLTO Section 5-12-070, “(t)he landlord shall maintain the premises in compliance with all applicable provisions of the municipal code and shall promptly make any and all repairs necessary to fulfill this obligation.”
109. Pursuant to RLTO Section 5-12-110, “material noncompliance with Section 5-12-070 shall include, but is not limited to, any of the following circumstances(.)”
- Failure to maintain floors, interior walls or ceilings in sound condition and good repair;
 - Failure to provide screens on any doors;
 - Failure to exterminate insects, rodents or other pests;
 - Failure maintain elevators in an operational state;
 - Failure to prevent kitchen cabinets from falling off the walls;
 - Failure to maintain and repair any equipment which the landlord supplies or is required to supply; or
 - Failure to maintain the dwelling unit and common areas in a fit and habitable condition.
110. Pursuant to RLTO Section 5-12-110(e, “Damages and Injunctive Relief. If there is material non-compliance by the landlord with the rental agreement or with Section 5-12-070, the tenant may obtain injunctive relief and/or recover damages by claim or defense. This subsection does not preclude the tenant from obtaining other relief to which she may be entitled under this chapter.
111. The Defendants violated RLTO Sections 5-12-070 and 5-12-110 by failing to ameliorate or repair the unsafe, unsanitary and uninhabitable conditions in the subject matter unit.
112. Upon information and belief, these conditions are ongoing and continue to exist and have not been ameliorated or remedied by Defendant, The Habitat Company, LLC.

WHEREFORE, the Plaintiff, Mary Williams, on behalf of herself and all others similarly situated, respectfully request this Honorable Court certify this cause as a class action and enter judgment in her favor and against Defendants, jointly and severally in an amount to be proven at trial, plus costs, interest on the judgment, attorney’s fees, order and require Defendants to ameliorate the unsafe, unsanitary and uninhabitable conditions at the subject matter property:

- a. Remediate mold, using industry wide standards, in other infected units and in the common areas of the subject matter building;

- b. Granting other and further relief as this Court deems appropriate and just under the circumstances;
- c. Provide alternate housing to the tenants while remediation is provided and award whatever other and further relief this Court deems appropriate and just under the circumstances.

ALL CLASS CAUSES OF ACTION ARE REPLEADED IN THE ALTERNATIVE AS INDIVIDUAL CAUSES OF ACTION ON BEHALF OF PLAINTIFF

Respectfully submitted,
MARY WILLIAMS

/s/ Berton N. Ring
By one of her Attorneys,
Berton N. Ring, P.C.

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NOTICE OF ATTORNEY LIEN

Please take notice that the Plaintiff has retained Berton N. Ring, P.C. on this matter. Berton N. Ring, P.C. shall have a claim and have an interest under the Illinois Attorney's Lien Act 770 ILCS 5/1 and for attorney's fees under the Chicago Residential Landlord and Tenant Ordinance ("RLTO") and all statutes previously mentioned herein the complaint that provide for attorney's fees and all retaining liens and common law rights.

/s/ Berton N. Ring
Berton N. Ring