



## E-Notice

**2017-CH-07774**

CALENDAR: 15

To: Alexander Sotirios Michalakos  
alex@parkridgelawyer.net

---

# NOTICE OF ELECTRONIC FILING

---

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
DOROTHIENE M HILL vs. HISPANIC HOUSING DEVLPMNT CORP**

The transmission was received on 06/29/2018 at 4:36 PM and was ACCEPTED with the Clerk of the Circuit Court of Cook County on 06/29/2018 at 4:41 PM.

### **AMENDED COMPLAINT FILED**

Filer's Email: alex@parkridgelawyer.net  
Filer's Fax: 312-268-5093  
Notice Date: 6/29/2018 4:41:08 PM  
Total Pages: 20

**DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
COOK COUNTY  
RICHARD J. DALEY CENTER, ROOM 1001  
CHICAGO, IL 60602**

(312) 603-5031  
courtclerk@cookcountycourt.com

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

**DOROTHIENE M. HILL,** )  
**On behalf of herself and all those** )  
**similarly situated** )  
) )  
**Plaintiffs,** )  
**vs.** )  
**HISPANIC HOUSING DEVELOPMENT** )  
**CORPORATION, an Ill. Corp.** )  
**HHDC-DAMEN COURT LLC,** )  
a Delaware limited liability company )  
**DAMEN COURT PRESERVATION LP,** )  
an Illinois Ltd. Partnership, )  
**DAMEN COURT PRESERVATION, NFP,** )  
an Illinois not-for-profit corporation, )  
**HISPANIC ELDERLY HOUSING CORPORATION,** )  
**SACRAMENTO ELDERLY HOUSING CORP.,** )  
**Damen Court Associates LP and** )  
**DAMEN COURTS APARTMENTS,** )  
) )  
**Defendants.** )

**Case No.: 2017-CH-07774**

**AMENDED CLASS ACTION COMPLAINT**

NOW COMES **DOROTHIENE M. HILL**, (“Tenant” or “Plaintiff”) individually and on behalf of herself and all those similarly situated as the proposed representative of the class of tenants described herein, by and through attorneys, Law Offices of Alexander S. Michalakos, P.C. and against **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Ill. Corp. (“**HHDC**”), **HHDC-DAMEN COURT LLC**, a Delaware limited liability company, **DAMEN COURT PRESERVATION LP**, an Illinois Ltd. Partnership, **DAMEN COURT PRESERVATION, NFP**, an Illinois not-for-profit corporation, **HISPANIC ELDERLY HOUSING CORPORATION**, **SACRAMENTO ELDERLY HOUSING CORP.**, **Damen Court Associates LP**, and **DAMEN COURTS APARTMENTS**, the Defendants, states as follows:

## INTRODUCTION

1. This is an action filed on June 1, 2017 to recover damages for violations of the Chicago Residential Landlord Tenant Ordinance. (Chicago Municipal Code Title 5 Chapter 12) “RLTO” in that, with regard to the Plaintiff and the respective proposed classes Defendants:

(a) failed to pay interest on the security deposits, (Class A)

(b) failed to disclose the name and address of the financial institution where the security deposits were being held (Class B), and

(c) failed to attach an RLTO summary and security deposit law summary upon leasing and renewal (Class C).

### DEFENDANTS and THEIR HOUSING PROPERTIES

2. The property commonly known and advertised as “**Damen Courts Apartments**” is an apartment complex with addresses including 2010, 2040, and 2050 W. Jackson Blvd., Chicago, IL 60612 (“Property”), identified by Cook County P.I.N.#s 17-18-118-001-0000 through 7-18-118-028-0000 inclusive plus 17-18-119-013-0000.

3. The Property is a residential apartment complex with approximately 156 units, including 1, 2, and 3-bedroom apartments.

4. The Property also includes a lot of 1,675 square feet with a common address of 2033 West Adams Street, Chicago, IL 60612 with PIN 17181180200000.

5. The Damen Courts Apartments complex consists of multiple three-story apartment buildings and spans the entire city block bounded by Adams and Jackson and by Damen and Hoyne.

6. On April 21, 2016 a special warranty deed was conveyed from **HHDC-**

**DAMEN COURT LLC**, a Delaware limited liability company with an address of 325 N. Wells St. 8th Floor Chicago IL 60654, to grantee **HISPANIC HOUSING DEVELOPMENT CORPORATION**, an Illinois not-for-profit corporation with the same principal business address, for the “Property” in a transfer-tax exempt transaction. The only member of HHDC-DAMEN COURT LLC is HISPANIC HOUSING DEVELOPMENT CORPORATION.

7. On the same day, April 21, 2016, a special warranty deed for the same property was conveyed from the grantor HISPANIC HOUSING DEVELOPMENT CORPORATION to **Damen Court Preservation LP**, an Illinois Ltd. partnership with the same principal business address.

8. On April 1, 2016, and for the same Property, HISPANIC HOUSING DEVELOPMENT CORPORATION issued a loan in the amount of \$1,400,000 to Damen Court Preservation LP and received a mortgage, Assignment of leases and rents, security agreement and financing statement. Signing for both the borrower and lender was the president of each entity, Hipolito Roldan. Signing the mortgage for Damen Court Preservation LP was **Damen Court Preservation, NFP**, and Illinois not-for-profit corporation, its general partner, with the same principal business address, by its president Hipolito Roldan.

9. On April 1, 2016 Damen Court Preservation LP was given a loan in the amount of \$17,500,000 by PNC Bank in exchange for a mortgage, assignment of leases and rents and security agreement.

10. On October 25th 2013, a UCC financing statement amendment was recorded in the name of the debtor **Damen Court Associates LP**.

11. The Cook County Recorder Of Deeds does not contain any ascertainable

deeds recorded concerning the acquisition of the Property by HHDC-DAMEN COURT LLC, nor the Property's alienation from Damen Court Associates LP.

12. On information and belief, in or about September 2014 HHDC or an entity owned or controlled by it acquired the property known as Damen Courts Apartments.

13. During the relevant periods described herein, HISPANIC HOUSING DEVELOPMENT CORPORATION has also been a Landlord of numerous other multi-unit residential buildings or apartment complexes in Chicago including the following (collectively, "the Properties") which comprise 1,812 units as follows:

- (a) Teresa Roldán Apartments on Paseo Boricua, 1154 N. Campbell Ave., Chicago, IL 60622, 59 units Waiting List Open
- (b) Rev. Daniel Alvarez Apartments 2451 N. Sacramento Ave., Chicago, IL 60647, 41 units, waiting list closed
- (c) Plaza Taino Apartments 1111 N. Francisco Ave., Chicago, IL 60622, 60 units, Waiting List Open
- (d) Las Moradas Apartments 1307-25 N. California Ave., Chicago, IL 60622, 80 units, Waiting List Open
- (e) North & Talman Elderly Apartments, 1600 N. Talman Ave. Chicago IL 60647, 53 units (waiting list open)
- (f) North & Talman Family Apartments, 2654 W. North Ave., Chicago, IL 60647, 24 units, waiting list closed
- (g) North & Talman III Apartments, 1605 N. Washtenaw Ave., Chicago, IL 60647, 33 units, waiting list closed
- (h) Boulevard Court Apartments, 1723-1733 N. Humboldt Blvd., Chicago, IL 60647,

18 units, Waiting List Closed

(i) Buena Vista Apartments, 3040 W. North Ave., Chicago, IL 60647, 36 units,  
Waiting List Open

(j) Lathrop Elderly Apartments, 2717 N. Leavitt St., Chicago, IL 60647, 92 units,  
Waiting List Open

(k) Diversey Square II Apartments, 3212-26 W. Diversey Ave., Chicago, IL 60647, 48  
units, Waiting List Closed

(l) Palmer Square Apartments, 2118-1/2 N. Kedzie Blvd., Chicago, IL 60647 160  
units

(m) Palmer Place Apartments, 3301 W. Palmer St., Chicago, IL 60647, 36 units,  
Waiting List Open

(n) Logan Vistas Apartments, 2600 N. Kedzie Ave. , Chicago, IL 60647, 49 units,  
Waiting List Closed

(o) Armitage Commons Apartments, 3720 W. Armitage Ave., Chicago, IL 60647, 104  
units, Waiting List Closed

(p) North & Pulaski Apartments, 3949 W. North Ave., Chicago, IL 60647 72 units,  
Waiting List Open

(q) Diversey Square I Apartments, 3300 W. Diversey Ave., Chicago, IL 60647, 196  
units, Waiting List Closed

(r) Jorge Hernandez Apartments, 1615-25 N. Kildare Ave., Chicago, IL 60639, 54  
units, Waiting List Closed

(s) Cicero & George, 4800 W. George St., Chicago, IL 60641, 70 units, Waiting List  
Open

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 6 of 20

- (t) Central Park Apartments, 4501 N. Central Park Ave., Chicago, IL 60625, 45 units,  
Waiting List Open
- (u) Belmont-Cragin, Belmont Cragin, Chicago, IL 21 units
- (v) Continental Plaza Apartments, 1330 W. 76th St., Chicago, IL 60620 292 units,  
Waiting List Open
- (w) James Sneider Apartments, 7450 N. Rogers Ave., Chicago, IL 60626, 120 units,  
Waiting List Open
- (x) 65th Infantry Regiment , 1045 N. Sacramento Ave Chicago Illinois 60622, 49  
units.

14. HISPANIC ELDERLY HOUSING CORPORATION is owned by HHDC and does business as Las Moradas Apartments.

15. Over the two years prior to the filing of the Complaint HHDC has held in trust hundreds of thousands in tenants' security deposits and per its Consolidated Statement of Financial Position as of December 31, 2016 held \$931,344 in tenant security deposits.

**GENERAL ALLEGATIONS**

16. Plaintiff Dorotheine M. Hill (“Hill”) signed a one-year lease for a term beginning June, 2008 for apartment 101 at the Damen Courts Apartments with an address listed as 2050 W. Jackson Blvd.

17. Hill paid a security deposit of \$169 in June, 2008.

18. Since then Hill renewed her tenancy each year.

19. On May 2, 2013 plaintiff entered into a one-year written “Lease Amendment” for the same apartment.

20. The Lease Amendment acknowledged a security deposit on hand of \$169.

21. On the Lease Amendment the owner is listed as **Damen Courts**

**Associates and** the agent is listed as Garfield Asset Management Ltd. with an address of 2040 W. Jackson Blvd., Chicago, IL 60612.

22. HHDC's policies and procedures are uniform among all of the apartment complexes managed by HHDC in the City of Chicago.

23. Defendants had a practice of taking security deposits on all the aforesaid Properties, and all the tenants were required to sign written leases.

24. Pursuant to the Chicago Residential Landlord Tenant Ordinance (RLTO) (Chicago Municipal Code § 5-12-010 et seq.) 5-12-030(b) "Landlord" means the owner, agent, lessor or sublessor, or the successor in interest of any of them, of a dwelling unit or the building of which it is part.

25. Pursuant to RLTO § 5-12-030(c) "Owner" means one or more persons, jointly or severally, in whom is vested all or part of the legal title to property, or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgagee in possession.

26. Pursuant to RLTO § 5-12-030 (d) "Person" means an individual, corporation, government, governmental subdivision or agency, business trust, estate, trust, partnership or association or any other legal or commercial entity.

27. At all times mentioned herein all the Defendants were "landlords" under the RLTO as that term is defined by §5-12-030(b) of the Residential Landlord and Tenant Ordinance ("RLTO") contained in the Chicago Municipal Code.

28. The subject property was at all times relevant to this suit a non-owner-



occupied property and therefore subject to the terms and conditions of the Chicago Residential Landlord Tenant Ordinance. (Municipal Code Title 5 Chapter 12).

**POLICIES AND PRACTICES COMPLAINED OF**

29. Defendants failed to pay interest on security deposits by cash or rent credit to Plaintiff and the proposed class members.

30. Defendants failed to disclose in the tenants' leases the name and address of the financial institution where the security deposits were being held.

31. Defendants failed to attach or provide to the tenants both the RLTO summary and security deposit law summary upon leasing and upon renewal.

**COUNT I – FAILURE TO PROVIDE INTEREST ON SECURITY DEPOSIT**  
**(CLASS A PLAINTIFFS)**  
**VIOLATIONS OF RLTO §5-12-080(c)**

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-080(c) of the CRLTO provides:

A landlord who holds a security deposit or prepaid rent pursuant to this section for more than six months, after the effective date of this chapter shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate, determined in accordance with Section 5-12-081 The landlord shall, within 30 days after the end of each 12 month rental period, pay to the tenant any interest, by cash or credit to be applied to the rent due.

33. Defendants were thus required to pay Plaintiff interest on the deposit within 30 days of the end of each 12-month period, including in 2015, 2016 and 2017 but failed to do so.

34. Failure to pay interest by cash or by rent credit within the required time-frame violates this section.

35. The penalty for violating this section is two month's security deposit, plus

accrued interest, costs and attorney fees:

36. The CRLTO provides:

5-12-080(f) If the landlord or landlord's agent fails to comply with any provision of Section 5-12-080 (a)-(e) the tenant should be awarded damages in an amount equal to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-080 (Amended February 7,1997) This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

5-12-180 Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

**Class Allegations-- Class A—Failure To Pay Annual Interest**

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit.

38. Upon information and belief, the Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2014 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other Chicago tenants of HHDC have also been subjected to the Defendants' violations of RLTO §5-12-080(c); for example, for a tenant who began or renewed a lease on May 1, 2014 Defendants would have to have made an interest

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 9 of 20

payment between May 1, 2015 and May 30, 2015, but no such payments have been made.

41. Plaintiff brings this claim individually and on behalf of a proposed class.

The proposed Class A consists of tenants of Defendants at the Properties who satisfy the following criteria:

- (a) entered into a new rental agreement or renewal on or after May 1, 2014;
- (b) gave a security deposit which was held for more than 6 months;
- (c) were not paid timely interest on the deposit annually in at least one year.

42. The class is so numerous that joinder of all class members is not practicable. There are at least 1,968 members of this class. Plaintiff bases this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a rental agreement or renewal with a tenant on or after May 1, 2015;
- (b) Whether Defendants received a security deposit from or on behalf of a tenant which they held for over 6 months;
- (c) Whether Defendants paid timely annual interest on the deposits;

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this matter as it would permit a large number of injured persons to prosecute their common claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers, and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel

(d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:

- a. Statutory damages equal to two times the security deposit of each tenant;
- b. Payment of the accrued interest on said deposits;
- c. Attorney fees under Section 5-12-180 plus expenses and costs;
- d. Such other relief as deemed proper.

**COUNT II – FAILURE TO DISCLOSE THE FINANCIAL INSTITUTION**  
**(CLASS B PLAINTIFFS)**  
**VIOLATIONS OF RLTO § 5-12-080(a)(3)**

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-080(a)(3) of the CRLTO provides:

(3) 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. Chicago Municipal Code § 5-12-080(a)(3) (amended July 28, 2010).

33. Defendants were thus required to disclose in each of Plaintiff's Leases the name and address of the financial institution where the Plaintiffs' security deposit was being kept.

34. Failure to disclose in each successive lease the name and address of the financial institution where the Plaintiff's security deposit was being kept violates this section.

35. The penalty for violating this section is two month's security deposit, plus interest, costs and attorney fees:

36. The CRLTO provides:

5-12-080(f) If the landlord or landlord's agent fails to comply with any provision of Section 5-12-080 (a)-(e) the tenant should be awarded damages in an amount equal

to two times the security deposit plus interest at a rate determined in accordance with Section 5-12-080 (Amended February 7,1997) This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

5-12-180 Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

### **Class Allegations-- Class B--Failure To Disclose Financial Institution**

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit, and had no designated space for the name and address of the financial institution where the deposits were being held.

38. The Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2015 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other tenants have also been subjected to the Defendants' violations of RLTO §5-12-080(a)(3).

41. Plaintiff brings this claim individually and on behalf of a proposed class. The proposed Class B consists of tenants of Defendants at the Properties who satisfy the following criteria:

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 13 of 20

- (a) entered into a new rental agreement or renewal on or after June 1, 2015;
- (b) gave a security deposit which was held for more than 6 months;
- (c) were not provided with a disclosure in each lease of the name and address of the financial institution where their security deposit was being held.

42. The class is so numerous that joinder of all class members is not practicable. On information and belief, there are at least 1,968 members of this class. Tenants base this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) Whether Defendants received a security deposit from or on behalf of a tenant which they kept for over 6 months;
- (c) Whether Defendants failed to disclose in each lease the name and address of the financial institution where the security deposits were being held.

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this matter as it would permit a large number of injured persons to prosecute their common

claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel
- (d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:
  - a. Statutory damages equal to two times the security deposit of each tenant;
  - b. Payment of the accrued interest on said deposits;
  - c. Attorney fees under Section 5-12-180 plus expenses and costs;
  - d. Such other relief as deemed proper.



**COUNT III-- FAILURE TO ATTACH RLTO SUMMARIES**  
**CLASS C PLAINTIFFS**  
**VIOLATIONS OF RLTO § 5-12-170**

1-31. As paragraphs 1-31 of this Count, the Plaintiff realleges the allegations contained in paragraphs 1-31 above.

32. Section 5-12-170 of the RLTO requires Landlords to provide tenants with two separate document disclosures upon rental and also upon renewal: (1) a copy of the CRLTO summary, and (2) a separate summary of security deposit rights and obligations:

Summary of ordinance attached to rental agreement

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. The commissioner shall also, after the city comptroller has announced the rate of interest on security deposits on the first business day of the year, prepare a separate summary describing the respective rights, obligations and remedies of landlords and tenants with respect to security deposits, including the new interest rate as well as the rate for each of the prior two years. The commissioner shall also distribute the new rate of security deposit interest, as well as the rate for each of the prior two years, through public service announcements to all radio and television outlets broadcasting in the city. 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.

The summary shall include the following language:

“The porch or deck of this building should be designed for a live load of up to 100 pounds, per square foot and is safe only for its intended use. Protect your safety. Do not overload the porch or deck. If you have questions about porch or deck safety, call the City of Chicago non-emergency number, 3-1-1.”

If the landlord acts in violation of this section, the tenant may terminate the rental agreement by written notice. The written notice shall specify the date of termination no later than 30 days from the date of the written notice. If a tenant in a civil legal proceeding against his landlord establishes that a violation of this section has occurred, he shall be entitled to recover \$100.00 in damages. (emphasis added).

(Prior code § 193.1-17; Added Coun. J. 9-8-86, p. 33771; Amend Coun. J. 11-6-91, p. 7196; Amend Coun. J. 5-14-97, p. 45166; Amend Coun. J. 10-1-03, p. 9163, § 4.13; Amend Coun. J. 11-19-08, p. 47220, Art. VIII, § 1; Amend Coun. J. 11-17-10, p. 106597, Art. IX, § 5; Amend Coun. J. 11-26-13, p. 67481, Art. I, § 16)

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 16 of 20

33. Defendants failed to provide both summaries to Plaintiff upon rental and renewals.

34. Failure to provide both RLTO summaries violates § 5-12-170 of the RLTO.

35. The penalty for violating this section is \$100 in damages plus costs and attorney fees.

36. CRLTO 5-12-180 provides:

Attorney's Fees. Except in cases of forcible entry and detainer actions, the prevailing plaintiff in any action arising out of a landlord's or tenant's application of the rights or remedies made available in this ordinance shall be entitled to all court costs and reasonable attorney's fees; provided, however, that nothing herein shall be deemed or interpreted as precluding the awarding of attorney's fees in forcible entry and detainer actions in accordance with applicable law or as expressly provided in this ordinance.

**Class Allegations—Class C--Failure To Attach RLTO Summaries**

37. The Plaintiff's Lease Amendment was a standardized form document with boilerplate language into which data was inserted such as name and the amount of the deposit.

38. Defendants used the same form lease for the Plaintiff and all other tenants at the subject matter properties from at least 2015 through the present, and for the other Properties.

39. At least 156 tenants live at the Damen Courts Apartments property, plus at least 1,812 at the other properties, for a total of 1,968. All the properties have waiting lists, some open, some closed, which means all units are currently occupied and never unoccupied for long.

40. The other tenants have also been subjected to the Defendants' violations of RLTO §5-12-170 at least once since June 1, 2015, meaning that they did not receive

both summary documents upon first renting and upon each renewal.

41. Plaintiff brings this claim individually and on behalf of a proposed class.

The proposed Class C consists of tenants of Defendants at the Properties who satisfy the following criteria:

- (a) entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) at least once were not provided both RLTO summary documents at the beginning or at renewal of the lease.

42. The class is so numerous that joinder of all class members is not practicable. On information and belief, there are at least 1,968 members of this class. Tenants base this allegation on the fact that there are 1,968 rental units in these buildings, and there are likely more class members as there may have been more than one set of tenants in a unit during the time period.

43. There are questions of law and fact common to the class, which common questions predominate over any questions relating to individual class members. The predominant questions include:

- (a) Whether Defendants entered into a new rental agreement or renewal with a tenant on or after June 1, 2015;
- (b) Whether Defendants at least once failed to provide both RLTO summary documents at the beginning or at renewal of the lease.

44. Plaintiff's claim is typical of the class members. All are based on the same factual and legal theories.

45. Plaintiff will fairly and adequately represent the class members. Plaintiff has retained counsel experienced in RLTO and landlord-tenant litigation. Plaintiff has no interests adverse to the other class members.

46. A class action is appropriate for the fair and efficient adjudication of this

matter as it would permit a large number of injured persons to prosecute their common claims in a single forum simultaneously and without duplication of discovery, evidence and effort.

47. Individual actions are not economically feasible. Members of that class are likely to be unaware of their rights. In addition, all or at least the vast majority of tenants are of a more vulnerable category, including senior citizens, low-income, and veterans. Class treatment is the only practical means for class members to receive redress given that the individual claims are relatively small in amount.

48. The identity of the class members can be easily ascertained from the books and records of the Defendants, including their copies of the leases, rent rolls, and ledgers and Plaintiff has a listing of all the units, addresses and many of the tenants' names for all the complexes. HHDC receives millions of dollars from government entities for subsidized housing and is required to maintain detailed records. It uses MRI's Bostonpost Property Manager® software which is designed for subsidized housing management.

WHEREFORE the Plaintiff on behalf of herself and all those similarly situated requests that this Honorable Court grant the following relief:

- (a) certify this cause as a class action;
- (b) appoint Plaintiff as class representative;
- (c) appoint undersigned counsel as class counsel
- (d) enter judgment in favor of Plaintiff and the class members and against the Defendants jointly and severally for:
  - a. Statutory damages equal to \$100 for each violation per tenant;
  - b. Attorney fees under Section 5-12-180 plus expenses and costs;
  - c. Such other relief as deemed proper.

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 19 of 20

**NOTICE OF ATTORNEY LIEN**

Please take notice that Plaintiff has retained Law Office of Alexander S. Michalakos on this matter. Said office shall have a claim and lien under the Illinois Attorney Lien Act 770 ILCS 5/1 and for attorney fees under Section 5-12-080 of the Chicago Residential Landlord Tenant Ordinance (Title 5, Chapter 12 of the Chicago Municipal Code), and all retaining lien and common law rights.

Respectfully Submitted,

/s/Alexander S. Michalakos

**Alexander S. Michalakos**  
**LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.**

**LAW OFFICES OF ALEXANDER S. MICHALAKOS, P.C.**  
**Attorney for Plaintiffs**  
**1410 W. Higgins Rd., Suite 204**  
**Park Ridge, Illinois 60068**  
**(847) 292-9990**  
**fax 312.268.5093**  
**Attorney No.: 44249**  
**alex@parkridgelawyer.net**

ELECTRONICALLY FILED  
6/29/2018 4:36 PM  
2017-CH-07774  
PAGE 20 of 20

# Chancery DIVISION

## Litigant List

Printed on 06/29/2018

Case Number: 2017-CH-07774

Page 1 of 1

### Plaintiffs

---

| Plaintiffs Name              | Plaintiffs Address | State | Zip  | Unit # |
|------------------------------|--------------------|-------|------|--------|
| HILL DOROTHIENE M            |                    |       | 0000 |        |
| SIMILARLY SITUATED ALL<br>TH |                    |       | 0000 |        |

Total Plaintiffs: 2

### Defendants

---

| Defendant Name                | Defendant Address | State | Unit # | Service By |
|-------------------------------|-------------------|-------|--------|------------|
| HISPANIC HOUSING<br>DEVLPMENT |                   |       | 0000   |            |

Total Defendants: 1