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Counsel for Plaintiffs

DOMINIQUE BARGE :
8400 Lindbergh Boulevard, Unit #413 :
Philadelphia, PA 19153 :

and :

CARLA DIAZ & NELSON DIAZ :
8400 Lindbergh Boulevard, Unit #1110 :
Philadelphia, PA 19153 :

On behalf of themselves and of others :
similarly situated, :

Plaintiffs, :

v. :

EASTWICK JOINT VENTURE, LLC, :
EASTWICK JOINT VENTURE II, LLC, & :
EASTWICK JOINT VENTURE III, LLC, :
7900 Lindbergh Boulevard :
Philadelphia, PA 19153 :

and :

AJH MANAGEMENT, LLC :
101 Chase Avenue, 4th Floor :
Lakewood, NJ 08701 :

and :

KORMAN RESIDENTIAL PROPERTIES, :
INC. :
1787 Sentry Parkway West :

This is NOT an arbitration case
Filed and Attested by the
Office of Judicial Records
17 DEC 2021 09:47 am
S. RICE



COURT OF COMMON PLEAS
PHILADELPHIA COUNTY
CIVIL DIVISION

CLASS ACTION

_____ TERM, 2021
CASE NO.: _____

JURY TRIAL DEMANDED

VEVA 18, Suite 420 :
 Blue Bell, PA 19422 :
 :
 and :
 :
 INTERNATIONAL CITY HOLDINGS, :
 LLC :
 101 Chase Avenue, 4th Floor :
 Lakewood, NJ 08701 :
 :
 and :
 :
 BEK MANAGEMENT, INC. D/B/A :
 KORMAN RESIDENTIAL PROPERTIES, :
 INC. :
 1787 Sentry Parkway West, :
 VEVA 18, Suite 420 :
 Blue Bell, PA 19422 :
 _____ :
 :

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

**Philadelphia Bar Association
 Lawyer Referral
 and Information Service
 One Reading Center
 Philadelphia, Pennsylvania 19107
 (215) 238-6333
 TTY (215) 451-6197**

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta ascntar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere

que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

**Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

WEISBERG CUMMINGS, P.C.

/s/ Steve T. Mahan
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Counsel for Plaintiffs

Dated: December 17, 2021

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CLASS ACTION

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COMPLAINT – CLASS ACTION

Named Plaintiff, Dominique Barge, Carla Diaz, and Nelson Diaz (“Named Plaintiffs”), individually and on behalf of a class of others similarly situated (collectively “Plaintiffs”) by and through their attorneys, Weisberg Cummings, P.C., file this Verified Complaint against Defendants, Eastwick Joint Venture, LLC (“Eastwick”), Eastwick Joint Venture II, LLC (“Eastwick II”), Eastwick Joint Venture III, LLC (“Eastwick III” and collectively with Eastwick and Eastwick II, “the Eastwicks”), AJH Management, LLC (“AJH”), Korman Residential Properties, Inc. (“Korman Properties”), International City Holdings, LLC (“International City”), and BEK Management, Inc. d/b/a Korman Residential Properties, Inc. (“BEK” and collectively with Eastwick, AJH, Korman Properties, and International City, “Defendants”), and in support thereof avers as follows.

NATURE OF THE ACTION

1. Plaintiffs are residents and former residents of the apartment complex located at 8500 Lindbergh Boulevard, Philadelphia, PA 19153 (the “Property”).

2. Defendants own, operate, maintain, and provide residential leases for units at the Property to the general public, including Plaintiffs.

3. Defendants, however, failed to properly license the Property with the City of Philadelphia, yet continued to collect income and/or monies from Plaintiffs in the form of rents, fees, and/or utilities (collectively, “Rents”).

4. Plaintiffs now bring this class action to recover damages in excess of \$50,000 for among other things, past Rents paid, statutory damages, actual damages, enhanced damages, consequential damages, attorney’s fees, and costs.

THE PARTIES

5. Plaintiff, Dominique Barge, is a natural person and citizen of Pennsylvania, residing at 8400 Lindbergh Boulevard, Unit #413, Philadelphia, PA 19153, where she has lived since November 30, 2019; a true and correct copy of Named Plaintiff’s original lease agreement is attached hereto, made a part hereof, and marked “Exhibit A.”

6. Plaintiff, Carla Diaz, is a natural person and citizen of Pennsylvania, residing at 8400 Lindbergh Boulevard, Unit #1110, Philadelphia, PA 19153, where she has lived with Plaintiff, Nelson Diaz, since November of 2008.

7. Plaintiff, Carla Diaz, has searched her records for a copy of her original lease agreement, but despite her diligent efforts, has been unable to locate the same; Plaintiff, Carla Diaz, believes and therefore avers that Defendants possess a copy of her original lease agreement.

8. Plaintiff, Nelson Diaz, is a natural person and citizen of Pennsylvania, residing at 8400 Lindbergh Boulevard, Unit #1110, Philadelphia, PA 19153, where he has lived with Plaintiff, Carla Diaz, since November of 2008.

9. Plaintiff, Nelson Diaz, has searched his records for a copy of his original lease agreement, but despite his diligent efforts, has been unable to locate the same; Plaintiff, Nelson Diaz, believes and therefore avers that Defendants possess a copy of his original lease agreement.

10. This lawsuit is brought as a class action under Pennsylvania state law to recover damages owed to Plaintiffs and all others similarly situated.

11. Eastwick is a limited liability company registered under the laws of the State of Delaware, with a regular place of business in Pennsylvania located at 7900 Lindbergh Blvd., Philadelphia, PA 19153.

12. Eastwick II is a limited liability company registered under the laws of the State of Delaware, with a regular place of business in Pennsylvania located at 7900 Lindbergh Blvd., Philadelphia, PA 19153.

13. Eastwick III is a limited liability company registered under the laws of the State of Delaware, with a regular place of business in Pennsylvania located at 7900 Lindbergh Blvd., Philadelphia, PA 19153.

14. AJH is a limited liability company registered under the laws of New Jersey, with its principal place of business located at 101 Chase Avenue, 4th Floor, Lakewood, NJ 08701.

15. AJH is not authorized to operate as a business entity in the Commonwealth of Pennsylvania.

16. International City is a limited liability company registered under the laws of New Jersey, with its principal place of business located at 101 Chase Avenue, 4th Floor, Lakewood, NJ 08701.

17. International City is not authorized to operate as a business entity in the Commonwealth of Pennsylvania.

18. Korman Properties is a corporation registered under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 1787 Sentry Parkway West, VEVA 18, Suite 420, Blue Bell, PA 19422.

19. BEK is a corporation registered under the laws of the Commonwealth of Pennsylvania, with its principal place of business at 1787 Sentry Parkway West, VEVA 18, Suite 420, Blue Bell, PA 19422.

JURISDICTION AND VENUE

20. This Court has personal jurisdiction over Defendants pursuant to 42 Pa. C.S. § 5301(a).

21. This Court also has personal jurisdiction over Defendants because each continuously and systematically conducts business in the Commonwealth of Pennsylvania by, among other things, entering into contracts, advertising, and/or offering services for sale or lease to the public, and generally availing themselves of the laws and judicial machinery in the Commonwealth of Pennsylvania.

22. This Court has general subject matter jurisdiction over this dispute pursuant to 42 Pa. C.S. § 931(a).

23. Venue lies in this county pursuant to Pennsylvania Rules of Civil Procedure 1006 and 2179 because the transactions and occurrences giving rise to the causes of actions herein took

place in Philadelphia County, the Property is situated in Philadelphia County, Plaintiffs' causes of action arose in Philadelphia County, and Defendants regularly conduct business in Philadelphia County.

FACTUAL BACKGROUND

24. Upon information and belief, Defendants are all interrelated entities operating under various names, addresses, and principal-agent relationships, created to mislead and confuse tenants, including Plaintiffs, as to the identity of the actual landlord of the Property.

25. The Eastwicks purchased the Property on or about February 19, 1975, and have been the record owner of the Property at all times since.

26. Korman Properties and BEK were owners and/or managers of the Property within the last six (6) years.

27. Named Plaintiff signed lease agreements or lease renewal agreements that identified International City as the landlord, but she received communication regarding the property through both International City and AJH representatives.

28. Upon information and belief, at all material times, notwithstanding Defendants' use of various business entities, names, and relationships, Defendants were alter egos of each other and/or functionally operating as one and the same entity.

The Property Was Not Properly Licensed or Certified.

29. On the date that Named Plaintiff signed her original lease agreement and took possession of the unit at the Property in November 2019, the Property was not validly licensed

pursuant to a Rental License issued by the City of Philadelphia Department of Licensees and Inspections (the “PLI”).

30. The Property was without a valid rental license issued by the PLI during the following periods of time: August 16, 2017, through August 18, 2017; August 16, 2019, through November 19, 2020; and August 16, 2021, through August 21, 2021 (collectively the “Relevant Periods”).

31. Pursuant to the Philadelphia Code, Defendants were prohibited from collecting rent or other sums from Plaintiffs for any period in which the Property was not validly licensed.

32. During the Relevant Periods, Defendants collected Rents from Plaintiffs.

33. As a result of the misconduct of Defendants described above, Plaintiffs have suffered, and will continue to suffer harms, including actual and consequential damages, in the form of Rents unlawfully collected by Defendants.

34. Defendants have not compensated Plaintiffs for any damages sustained to date.

CLASS ALLEGATIONS

35. Plaintiffs bring this action as a class action pursuant to Pa. R.C.P. No. 1702, *et seq.*, on behalf of themselves and as the Class Representatives of the following persons:

All persons who leased apartments at the Property and paid Rents to Defendants during any of the Relevant Periods.

36. This claim, if certified for class-wide treatment, may be pursued by all similarly-situated persons.

37. Plaintiffs’ claim satisfies the requirements of a class action set out in Pa. R.C.P. No. 1702, *et seq.*

38. The class satisfies the numerosity standards. The class is believed to number in excess of one-hundred (100) individuals. As a result, joinder of all class members in a single action is impracticable.

39. There are questions of fact and law common to the class that predominate over any questions affecting only individual members. The question of law and fact common to the class arising from Defendants' actions includes, without limitation, the following:

Whether Defendants collected Rents for leases at the Property while the Property was not properly licensed, in violation of the Philadelphia Code.

40. The question set forth above predominates over any questions affecting only individual persons, and a class action is superior to other available methods for the fair and efficient adjudication of the state law claims with respect to considerations of consistency, economy, efficiency, fairness, and equity.

41. Named Plaintiffs will fairly represent the members of the class because the class members have all similarly paid to Defendants Rents that were not properly due or owed; in this respect, Named Plaintiffs' claims are typical of the claims of the class they seek to represent. Furthermore, Named Plaintiffs are an adequate representative of the class because they are members of the class that they seek to represent and their interests do not conflict with the interests of the members of the class.

42. Also, the interests of the members of the class will be fairly and adequately protected by Named Plaintiffs' counsel, who have experience prosecuting class action litigation.

43. A class action is the appropriate method for the fair and efficient adjudication of this controversy. Defendants have acted or refused to act on grounds generally applicable to the class. The presentation of separate actions by individual class members could create a risk of

inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of class members to protect their interests.

44. Maintenance of this action as a class action is a fair and efficient method for adjudication of this controversy. It would be impracticable and undesirable for each member of the class who suffered harm to bring a separate action. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all class members.

COUNT I

DECLARATORY JUDGMENT: LANDLORD INELIGIBLE TO COLLECT RENT *(Plaintiffs v. All Defendants)*

45. All prior paragraphs are incorporated herein as if set forth fully below.

46. Section 9-3902 of the Philadelphia Code (“Code”) requires that all rental properties be licensed by the PLI, and states that “[n]o person shall collect rent . . . unless a *valid rental license* has been issued for the property.” Phila. Code § 9-3902(1)(a) (emphasis added).

47. The Code further requires that any rental license for a building containing multiple dwelling units “shall specify each unit in such building governed by such license.” *Id.* at § 9-3902(1)(b)(i).

48. The failure to comply with Code Section 9-3902 prohibits a landlord from “recover[ing] possession of the premises or . . . collect[ing] rent during or for the period of noncompliance.” *Id.* at § 9-3901(4)(e).

49. Plaintiffs have a direct, substantial, and immediate interest in obtaining a declaration of the respective status of the parties under the aforementioned Code provisions

because Plaintiffs' have incurred significant financial and other losses that are the direct result of Defendants' misrepresentations regarding such statuses.

WHEREFORE, Plaintiffs respectfully request the Court find in their favor, against Defendants, jointly and severally, as follows:

- a. Declare as invalid License 248303 prior to April 12, 2018, for failing to "specify each unit in such building governed by such license," pursuant to Phila. Code § 9-3902(1)(b)(i), because prior to April 12, 2018, License 248303 only applied to two (2) units, but there were more than two (2) units located at 8500 Lindberg Blvd., Philadelphia, PA 19153;
- b. Declare that Defendants were and are prohibited from collecting Rents from Plaintiffs, pursuant to Phila. Code § 9-3902, for any period in which the Property was not validly licensed pursuant to the Code;
- c. Declare that Defendants were and are prohibited from collecting Rents from Plaintiffs, pursuant to Phila. Code § 9-3901(4)(e), for any period in which the Property was not validly licensed pursuant to the Code; and
- d. Enjoin Defendants from collecting Rents from Plaintiffs for any period in which the Property is not validly licensed pursuant to the Code.

COUNT II

**VIOLATION OF THE UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW, 73 P.S. § 201-1 et seq.**
(Plaintiffs v. All Defendants)

50. All prior paragraphs are incorporated herein as if set forth fully below.

51. At all material times, notwithstanding Defendants' use of various business entities, names, and relationships, Defendants are alter egos of each other and/or functionally operating as one and the same entity and serving as the purported landlord of the Property.

52. The Pennsylvania Unfair Trade Practices and Consumer Protection Law ("PUTPCPL") prohibits "passing off goods or services as those of another," "[r]epresenting that goods or services have . . . approval, characteristics . . . uses [or] benefits that [they do] not have," "[r]epresenting that a person has approval [or] status . . . that he does not have," "[e]ngaging in . . . fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding." 73 P.S. § 201-2(4).

53. The PUTPCPL applies to the leasing of residences, and Plaintiffs are consumers of the housing services extended or offered by Defendants.

54. Plaintiffs rented the units at the Property for their personal and/or family residential use.

55. Defendants violated the PUTPCPL by:

- a. Falsely representing to Plaintiffs that any units at the Property were able to be rented in the City of Philadelphia by:
 - i. Falsely representing, implying, and/or holding out the Property as being properly licensed by the City of Philadelphia during the Relevant Periods;
 - ii. Falsely representing, implying, and/or holding themselves out as landlords who had obtained all necessary licensure from the City of Philadelphia; and

- iii. Falsely representing, implying, and/or holding themselves out as landlords who were authorized and/or permitted to collect Rents from Plaintiffs pursuant to residential rental agreements.
- b. Demanding rent, collecting rent, and entering into leases purporting to require Plaintiffs to pay Rents to Defendants when Defendants were not authorized to collect rent under the Code;
- c. Demanding rent, collecting rent, and entering into a lease purporting to require Plaintiffs to pay Rents to Defendants when the Property was not able to be rented within the City of Philadelphia; and
- d. Using confusing and misleading names, identities, and relationships of Defendants, including several business entities that were and are not even authorized to conduct business in this Commonwealth, without accurate and/or truthful explanations and/or identification of the entities, in order to confuse and mislead Plaintiffs as to the true identity of the Property owner and landlord and the relationship between the entities.

56. Defendant's conduct in improperly identifying the number of units at the Property to the City of Philadelphia, in addition to the conduct described above, has a tendency or capacity to deceive. See Gregg v. Ameriprise Fin., Inc., 245 A.3d 637 (Pa. 2021).

57. Plaintiffs reasonably relied on the implied and actual misrepresentations and deceptive conduct of Defendants. Because of the unique relationship between Plaintiffs, as tenants, and Defendants, acting as landlord, Plaintiffs' reliance upon Defendants misrepresentations and deceptive conduct is presumed as a matter of law.

58. As a direct and proximate result of the misrepresentations and deceptive conduct of Defendants, Plaintiffs suffered ascertainable loss including, without limitation, Rents and other sums paid to Defendants that were not owed and that Defendants were prohibited from collecting.

WHEREFORE, Plaintiffs respectfully request the Court enter Judgment in their favor, against Defendants, jointly and severally, in amount to be determined at trial in excess of \$50,000.00, including an award of:

- a. Actual damages;
- b. Consequential damages;
- c. Treble damages, pursuant to 73 P.S. § 201-9.2;
- d. costs, reasonable attorneys' fees, witness fees, and other litigation costs, as authorized by 73 P.S. § 201-9.2;
- e. pre- and post-judgment interest; and
- f. such other relief as the Court deems equitable and just.

COUNT III

NEGLIGENCE & NEGLIGENCE *PER SE*
(Plaintiffs v. All Defendants)

59. All prior paragraphs are incorporated herein as if set forth fully below.

60. At all material times, notwithstanding Defendants' use of various business entities, names, and relationships, Defendants are alter egos of each other and/or functionally operating as one and the same entity and serving as the landlord of the Property.

61. Defendants had a non-delegable duty to ensure that the Property was properly licensed in compliance with the City of Philadelphia Code to be eligible to be rented to Plaintiffs pursuant to the terms of Plaintiffs' rental leases.

62. Defendants breached that duty by failing to obtain adequate and proper licensure for the Property during the time of Plaintiffs' respective tenancies therein, and further, by allowing any licensure for the Property to lapse during the time of Plaintiffs' tenancy therein.

63. Defendants further breached that duty by failing to fully disclose to Plaintiffs that the Property was not validly licensed, or that valid licensure had lapsed, and by misrepresenting the true status of the Property's licensure to Plaintiffs.

64. As a direct and proximate result of Defendants' breach of the aforementioned duties, Plaintiffs suffered damages including Rents and other sums paid to Defendants which were not owed, and that Defendants were prohibited from collecting.

65. Defendants are also liable under the theory of negligence *per se* because the Philadelphia Code rental licensure requirements are a municipal ordinance that (i) was enacted, least in part, to protect the interests of residential renters in Philadelphia, like Plaintiffs here; and (ii) establishes affirmative duties owed by landlords, including Defendants, to obtain licensure to ensure the suitability of rental properties in the City of Philadelphia. By failing to obtain proper licensure for the Property and continuing to unlawfully collect Rents and other sums from Plaintiffs, Defendants have directly violated the Philadelphia Code and caused harm to the Plaintiffs thereby in the form of unlawful extraction of payment of sums of money which Defendants were prohibited from collecting.

66. Defendants each had actual knowledge of their duty to ensure the Property was properly licensed, but acted in disregard of those duties, which were established to ensure minimum housing and safety conditions for Philadelphia renters, any by so doing, their conduct was willful, wanton, malicious, and perpetrated with abject indifference towards the rights and personal health and safety of Plaintiffs.

67. Defendants' conduct as described more fully herein is the result of outrageous and egregious conduct undertaken in a reckless disregard of the rights and personal health and safety of Plaintiffs.

68. Defendants are liable for the acts and omissions of their respective employees, contractors, and agents under theories of *respondeat superior*, vicarious liability, master-servant, agency, and right of control, all of which are expressly invoked herein against Defendants.

WHEREFORE, Plaintiffs respectfully request the Court enter Judgment in their favor, against Defendants, jointly and severally, in amount to be determined at trial in excess of \$50,000, including an award of actual damages, consequential damages, reasonable attorneys' fees, costs, and other such relief as the Court deems equitable and just.

COUNT IV

UNJUST ENRICHMENT/QUANTUM MERUIT *(Plaintiffs v. All Defendants)*

69. All prior paragraphs are incorporated herein as if set forth fully below.

70. At all material times, notwithstanding Defendants' use of various business entities, names, and relationships, Defendants are alter egos of each other and/or functionally operating as one and the same entity and serving as the landlord of the Property.

71. Plaintiffs offered a financial benefit to Defendants by paying Rents, security, and other amounts for leases to residential units at the Property, when Defendants were prohibited, as a matter of law, from collecting such funds from Plaintiffs. Plaintiffs' payments were made, at least in part, to compensate Defendants for the costs associated with obtaining proper licensure of the Property and the attendant maintenance, oversight, and carrying costs associated therewith.

72. Defendants unjustly enriched themselves by retaining the benefit of all moneys paid by Plaintiffs, notwithstanding that Defendants did not satisfy the prerequisites set forth by the City

of Philadelphia, including valid licensure of the Property, to be entitled to collect Rents as a purported landlord.

73. Defendants' acceptance and retention of such benefits under such circumstances would be inequitable without repayment of full value to the Plaintiffs.

WHEREFORE, Plaintiffs respectfully request the Court enter Judgment in their favor and against Defendants, in amount to be determined at trial in excess of \$50,000.00, including an award of actual damages, consequential damages, enhanced damages, reasonable attorneys' fees, costs, and all other such relief as the Court deems equitable and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request this Court enter an Order and grant Judgment to Plaintiffs, against Defendants, jointly and severally, awarding the following relief:

- a. Actual damages;
- b. Consequential damages;
- c. Enhanced and/or treble damages;
- d. Costs, reasonable attorneys' fees, witness fees, and other litigation costs;
- e. Pre- and post-judgment interest;
- f. Delay damages;
- g. Permanent injunctive relief; and
- h. Such other relief as the Court deems equitable and just.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

WEISBERG CUMMINGS, P.C.

Dated: December 17, 2021

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/s/ Derrek W. Cummings
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/s/ Larry A. Weisberg
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Counsel for Plaintiffs

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Philadelphia Apartment Complex Unlicensed to Collect Rent in Recent Periods, Class Action Claims](#)
