

FILED - 2
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT OF CHANCERY DIVISION
 2009 JUL 27 PM 3:35

AMANDA BONNEN, individually
 and on behalf all others similarly situated,

Plaintiffs,

v.

HORIZON REALTY GROUP, LLC

Defendant.

CIRCUIT COURT OF COOK COUNTY, ILLINOIS
 CHANCERY DIV.
 DOROTHY PROWSE CLERK

No.

Class Action

90CH20365

COMPLAINT

Plaintiff, Amanda Bonnen ("Plaintiff"), individually and on behalf of all others similarly situated, by and through her attorneys, Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C., states as follows for her complaint against Defendant, Horizon Realty Group, LLC, ("Horizon" or "Defendant").

INTRODUCTION

1. This is a class action to secure redress against Horizon for violations of the City of Chicago Residential Landlord and Tenant Ordinance, Municipal Code Title 5, Chapter 12, *et seq* ("CRLTO"). Horizon failed to: (a) pay interest on Plaintiff's and the class' security deposits; and, (b) provide tenants with City-mandated porch safety disclosures.

THE PARTIES

2. Plaintiff Bonnen is a resident of Chicago, Cook County, Illinois. Plaintiff is, and has at all relevant times been, a tenant of Horizon.

3. Defendant Horizon is an Illinois limited liability company with its principal place of business at 1619 Carlemont Dr., Crystal Lake, IL 60014. Horizon is engaged in the business

of leasing and managing residential apartment buildings, including residential apartment buildings in Cook County, Illinois. Horizon leased Plaintiff her apartment and is a "Landlord" as defined by CRLTO §5-12-030.

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in this Court because this action arose out of: (i) business transacted by Horizon in Cook County, Illinois; and, (ii) violations of Chicago municipal ordinances providing for statutory damages in Cook County, Illinois.

FACTS

5. Plaintiff has at all relevant times resided in a multi-unit residential apartment building at 4242 N. Sheridan Rd., Chicago, Illinois 60613 (the "Building"). Plaintiff entered into a rental agreement with Horizon (hereinafter referred to as "Lease" or "rental agreement") on or around July 1, 2007 for Apartment Unit 608 in the Building, and Plaintiff has resided there ever since. (See, Lease attached hereto as Exhibit A).

6. Plaintiff's Lease did not 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.

9. In conjunction with the signing of the Lease, Plaintiff provided Horizon with a \$250.00 security deposit. (Ex. A).

10. On or around June 1, 2008 Plaintiff renewed her Lease with Horizon (the "Renewal Lease"). The Renewal Lease stated that the amount of Plaintiff's security deposit held by Horizon was \$250.00. (See, Chicago Apartment Renewal Lease attached hereto as Exhibit B.) Defendant did not pay Plaintiff interest on her security deposit.

11. At no time relevant to this matter was Plaintiff in default of her original Lease or Renewal Lease.

12. At all relevant times, Horizon was the Landlord of the building at 4242 N. Sheridan Rd., Chicago, Illinois 60613.

13. At all relevant times, Horizon is or has been the Landlord of numerous multi-unit residential apartment buildings in the City of Chicago, including:

- a. 525 W. Oakdale, Chicago, Illinois 60657
- b. 722-26 W. Barry, Chicago, Illinois 60657
- c. 910-18 W. Dakin, Chicago, Illinois 60613
- d. 4242 N. Sheridan, Chicago, Illinois 60613
- e. 4500 N. Sheridan, Chicago, Illinois 60640
- f. 901 W. Argyle, Chicago, Illinois 60640
- g. 1901-07 W. Wilson/4550-56 N. Wolcott, Chicago, Illinois 60640
- h. 4808-12 N. Winchester/1940-48 W. Lawrence, Chicago, Illinois 60640
- i. 4805-11 N. Wolcott/1830-36 W. Lawrence, Chicago, Illinois 60640
- j. 5017 N. Wolcott, Chicago, Illinois 60640
- k. 5650 N. Sheridan, Chicago, Illinois 60660
- l. 6040 N. Sheridan, Chicago, Illinois 60660
- m. 6725 N. Sheridan, Chicago, Illinois 60626

CLASS ALLEGATIONS

14. Plaintiff brings this action individually and on behalf of two classes of others similarly situated. This action may properly be maintained as a class action pursuant to the provisions of 735 ILCS 5/2-801.

15. Plaintiff proposed classes are designated as the: (a) "Security Deposit Class," and (b) "Porch Safety Language Class."

16. The Security Deposit Class consists of all persons who satisfy the following criteria:

- a. They were tenants of Horizon under leases in excess of 6 months;
- b. Who provided security deposits, but were not paid or credited interest on their security deposits within 30 days after the end of each 12-month period; and
- c. One or more such 12-month rental periods ended within 2 years and 30 days prior to the filing of this action.

17. The Porch Safety Language Class consists of all persons who satisfy the following criteria:

- a. They were tenants of Horizon during the 2 years prior to the filing of this action;
- b. Who were offered a rental agreement, either written or oral, by or on behalf of Horizon, for either a new rental or a renewal thereof; and
- c. Who were not provided with a lawful summary of the CRLTO that included the porch safety verbiage at the time such agreement was initially offered to them or at the time they renewed their rental agreement.

18. On information and belief, class members are so numerous that individual joinder of all members is impractical, and while the exact number of the class members is unknown at the present time, it is ascertainable by appropriate discovery.

19. Common questions of law and fact exist as to all class members and predominate over any questions that affect only individual class members. The questions of law and fact that are common to the Security Deposit Class and that predominate include, but are not limited to:

- a. Whether Horizon held the class members' security deposits for more than 6 months; and

- b. Whether Horizon had a practice of not paying interest on security deposits as required by the CRLTO.

The questions of law and fact that are common to the Porch Safety Language Class and that predominate include, but are not limited to:

- a. Whether Horizon failed to attach a lawful summary of the CRLTO that included the porch safety verbiage to every new or renewal rental agreement when any such agreement was initially offered to any tenant.

20. Plaintiff will fairly and adequately protect the interests of both classes in that Plaintiff's claim is typical of those classes and Plaintiff does not have any interests which are adverse to the other class members.

21. Plaintiff has retained competent counsel experienced in handling class actions and actions involving violations of the CRLTO. Neither Plaintiff nor her counsel has any interests which might cause them not to vigorously prosecute this action.

22. Plaintiff's claims are based on the same facts and legal theories as those of the class members.

23. Class action treatment is superior to the alternatives, if any, for the fair and efficient adjudication of the controversy described herein because it permits a large number of injured persons to prosecute their common claims in a single forum simultaneously, efficiently, and without duplication of evidence and effort. Class treatment is especially appropriate for the current controversy because it is the only practical means for class members to receive redress given that the individual claims are small in amount.

COUNT I – FAILURE TO PAY INTEREST ON SECURITY DEPOSITS

24. Plaintiff repeats and realleges Paragraphs 1-23 as Paragraph 24, and states that this Count is brought by Plaintiff individually and on behalf of the Security Deposit Class.

25. Defendant Horizon was Plaintiff's Landlord within the meaning of the CRLTO.

26. Section 5-12-030 of the CRLTO defines "Landlord" as the "owner, agent, lessor or sublessor, or successor in interest to any of them, of a dwelling unit or the building of which it is part." Horizon is the lessor/agent of the properties described herein, and therefore, is a Landlord as defined by the CRLTO.

27. At all relevant times, Plaintiff is, and has been, a tenant of Horizon at the Building.

28. When Plaintiff first became a tenant of the Building, Plaintiff provided Horizon with a \$250 security deposit.

29. Section 5-12-080(c) of the CRLTO requires payment of interest on security deposits, and provides, in pertinent part, that:

A landlord who holds a security deposit or prepaid rent pursuant to this section [for more than six months] shall pay interest to the tenant accruing from the beginning date of the rental term specified in the rental agreement at the rate determined [by the City of Chicago Comptroller]. 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.

30. Plaintiff was not paid interest on her security deposit at any time.

31. Horizon did not pay interest, by cash or applied credit to the rent due, on Plaintiff's or the Security Deposit Class' security deposits, within 30 days after the end of each 12-month rental period and violated §5-12-080(c). On information and belief, this failure represents a policy and practice on the part of Horizon.

32. Section 5-12-080(f) provides statutory damages for violation of the CRLTO provisions:

If the landlord or landlord's agent 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 at the rate determined [by the City of Chicago Comptroller]. This subsection does not preclude the tenant from recovering other damages to which he may be entitled under this chapter.

WHEREFORE, Plaintiff, individually, and on behalf of all others similarly situated, respectfully requests this Court to:

- a. certify the Security Deposit Class;
- b. appoint the named Plaintiff as class representative of the Security Deposit Class;
- c. appoint the Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C. as class counsel;
- d. enter judgment for Plaintiff and the Security Deposit Class against Horizon for the amounts specified in §5-12-080(f) of the CRLTO;
- e. award attorney's fees, litigation expenses and costs as specified in §5-12-180 of the CRLTO; and
- f. order such other further relief as the Court deems equitable, including but not limited to prejudgment interest.

COUNT II -- FAILURE TO PROVIDE A CRLTO SUMMARY THAT INCLUDED THE MANDATORY PORCH SAFETY LANGUAGE

33. Plaintiff repeats and reallages Paragraphs 1-32 as Paragraph 33, and states that this Count is brought by Plaintiff individually and on behalf of the Ordinance Summary Class.

34. Section 5-12-170 of the CRLTO requires landlords to attach a copy of the CRLTO summary to every written rental agreement or renewal. The CRLTO also provides:

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, 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.

35. The summary attached to the Plaintiff's Lease did not include the required porch safety language. On information and belief, this nondisclosure represents a policy and practice on the part of the Horizon in all of the properties that it owns or manages.

36. The failure to attach to leases a CRLTO summary that included the porch safety language violated CRLTO §5-12-170.

37. Under the CRLTO, if a landlord violates Section 5-12-170, the tenant is entitled to recover \$100 per violation.

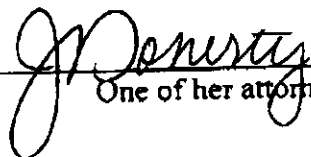
WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, respectfully requests this Court to:

- a. certify the Ordinance Summary Class;
- b. appoint the named Plaintiff as class representative of the Ordinance Summary Class;
- c. appoint the Law Offices of Jeffrey S. Sobek, P.C. and Edward T. Joyce & Associates, P.C. as class counsel;
- d. enter judgment for Plaintiff and the Ordinance Summary Class against Horizon for the amounts specified in §5-12-170 of the CRLTO;
- e. award attorney's fees, litigation expenses and costs as specified in §5-12-180 of the CRLTO; and
- f. order such other further relief as the Court deems equitable, including prejudgment interest.

Dated: June 24, 2009

Respectfully submitted,

AMANDA BONNEN, individually and
on behalf of all others similarly situated,

By:  _____
One of her attorneys

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