

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

CASSANDRA BAKER,
and all others similarly situated,

Plaintiffs,

vs.

GLENN M. ROSS, P.C. and GLENN M. ROSS

Defendants.

COMPLAINT - CLASS ACTION

CIVIL ACTION

No.:

CLASS ACTION COMPLAINT

PRELIMINARY STATEMENT

1. This is a class action brought under the Fair Debt Collection Practices Act against a collection lawyer who engaged in abusive debt collection practices perpetrated primarily against low-income tenants. The lawyer used false, deceptive, and misleading statements for the purposes of collecting rent which was not legally due and evicting tenants when he was not legally entitled to do so.

2. More than 24,000 Philadelphians were sued last year in Philadelphia's Landlord-Tenant Court. They were often poor, unrepresented, and uninformed about their rights under state and local law.

3. While 81 percent of landlords had lawyers, most tenants—over 90 percent—did not. That tenants regularly proceed without counsel creates a dramatic power imbalance in Landlord-Tenant Court and in the Philadelphia rental market.

4. This lawsuit illustrates how collection lawyers exploit this power imbalance. In order to promote public safety and ensure that families have safe and healthy housing, Philadelphia City Council has enacted strict requirements governing the leasing of rental

properties and the collection of rent. To collect rent under local law, a landlord must be licensed, and must provide each tenant with a Certificate of Rental Suitability, an attestation as to the suitability of the unit, and a Partners for Good Housing Handbook, which outlines the responsibilities and rights of owners, tenants, and landlords for maintaining houses and apartments in a safe and clean condition. *See* Phila. Code §§ 9-3902(1)(a), 3903(1)(a). The failure to comply with these laws precludes an owner from “the right to recover possession of the premises or to collect rent during or for the period of noncompliance.” *Id.* at §3901(4)(e).

5. These requirements advance important public purposes by requiring landlords to affirmatively verify that a rental property is fit, habitable, and has no outstanding housing code violations, and by requiring that landlords provide a Partners for Good Housing Handbook, which is intended to alert tenants to their legal right to safe, healthy housing.

6. Despite these requirements, many landlords do not comply with the law. It is estimated, for example, that there are thousands of Philadelphia rental properties where a Certificate of Rental Suitability has never been issued.

7. Failure to provide a Certificate of Rental Suitability to the tenant alone is enough to preclude the landlord from collecting rent or evicting the tenant for the period of noncompliance. *See* Phila. Code §3901(4)(e). Collection lawyers for these landlords nevertheless send notices to vacate and sue tenants for unpaid rent and possession of property when the law forbids them from doing so, collect rent when it is not legally owed, and obtain possession based on nonpayment of rent that is not legally due under Philadelphia law.

8. Because of these practices of collection lawyers like Defendants, landlords lack incentive to follow the Philadelphia Code—including by ensuring properties are fit and habitable—and low-income tenants continue to be relegated to substandard rental units.

9. In this case, which is emblematic of widespread abusive collection practices, defendants Glenn M. Ross, P.C. and Glenn M. Ross sent a debt collection letter and filed an eviction lawsuit against plaintiff Cassandra Baker, a mother and grandmother of limited means, demanding money that was not owed, and threatening to take possession of her home when there was no legal basis for possession of the property to be granted because Ms. Baker's landlord had not timely obtained and delivered to her a Certificate of Rental Suitability.

10. Defendants have also sent scores if not hundreds of debt collection letters and filed scores if not hundreds of other eviction lawsuits in Landlord-tenant Court against tenants who, like Ms. Baker, had not timely received a Certificate of Rental Suitability. These debt collection letters and eviction suits violated federal law.

JURISDICTION AND VENUE

11. This Court has jurisdiction over this matter under 15 U.S.C. § 1692k and 28 U.S.C. §§ 1331 and 1337.

12. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b), in that a substantial part of the events giving rise to the claims occurred in this district.

PARTIES

13. Plaintiff Cassandra Baker is a Pennsylvania consumer, currently residing at 913 E. Rittenhouse Street, Philadelphia, PA 19138. She proceeds on her behalf, and on behalf of all others similarly situated.

14. Defendant Glenn M. Ross, P.C. is a Pennsylvania corporation, registered at 706 Ridge Pike, Lafayette Hill, PA 19444.

15. Defendant Glenn M. Ross is a licensed Pennsylvania attorney, and the principal shareholder of Glenn M. Ross, P.C. He conducts his practice at 566 S. Bethlehem Pike, Fort Washington, PA 19034.

FACTS

16. Plaintiff Cassandra Baker is a lifelong Philadelphia resident and caregiver for her teenaged daughter and her nine-year-old granddaughter.

17. In December 2014, Ms. Baker entered into a lease agreement with Femope Properties to rent a home at 4449 N. Bancroft Street, Philadelphia, PA 19140.

18. Section § 9-3903 of the Philadelphia Code requires that a landlord “shall, at the inception of each tenancy, provide to the tenant a Certificate of Rental Suitability that was issued by the Department [of Licenses and Inspections] no more than sixty days prior to the inception of the tenancy. The owner shall at the same time provide the tenant a copy of the owner’s attestation to the suitability of the dwelling unit as received by the Department pursuant to § 9-3903(2)(b)(iii), and a copy of the ‘City of Philadelphia Partners for Good Housing Handbook.’” Phila. Code § 9-3903(1)(a).

19. The Code requires that the Philadelphia Department of Licenses and Inspections (“L&I”) issue a Certificate only after determining that, among other things, a property has no outstanding notices of code violations issued by L&I, and that the owner of the home “acknowledges the obligation to provide a fit and habitable property.” *Id.* at § 9-3903(2)(b)(ii)-(iii).

20. The failure to comply with the Certificate provision of the Code prohibits a landlord from “collecting rent during or for the period of noncompliance.” *Id.* at § 9-3901(4)(e).

21. Femope did not provide Ms. Baker with a Certificate of Rental Suitability or Partners for Good Housing Handbook when she moved in to the property.

22. The property had multiple problems that were never resolved.

23. The property was advertised as a three-bedroom home, which Ms. Baker wanted so she, her teenaged daughter, and her then seven year-old granddaughter, could each have a bedroom.

24. In December 2014, however, Ms. Baker notified her property manager that, contrary to the Philadelphia Code, there was no heat in one of her three bedrooms, making it unusable.

25. The problem was never satisfactorily repaired, and Ms. Baker was therefore forced to either sleep on a couch or share a room and a bed with her teenaged daughter.

26. The thermostat also routinely malfunctioned, as a result of which Ms. Baker had astronomical utility bills.

27. Ms. Baker notified her property manager of this issue as well, but it was never satisfactorily repaired.

28. As a result, among other things, of Ms. Baker regularly requesting repairs, and informing Femope that she would eventually need to find a more suitable home for her family, her relationship with Femope soured, and Femope began preparing to evict her.

29. In or around September 2016, Femope or its agent engaged Defendants Glenn M. Ross, P.C. and Glenn M. Ross to prosecute an eviction action against Ms. Baker.

30. On September 23, 2016, in apparent preparation for filing an eviction, Femope or its agent for the first time downloaded a Certificate of Rental Suitability for the property.

31. In or around the end of September, 2016, Ms. Baker received the Certificate of Rental Suitability in the mail. Prior to this date, she had not been provided with the Certificate.

32. On September 29, 2016, in a letter sent on letterhead of Glenn M. Ross, P.C., and signed by Glenn M. Ross, Defendants stated the following:

Please be advised I represent the owner of the premises in which you currently reside. Your right to possession under the lease has been terminated for your failure to pay rental [sic]. There is a balance due of **\$2,300.00** which includes unpaid rent, late fees and legal fees. Pursuant to the above, you must vacate the premises and deliver possession to the owner ten (10) days from the date of this letter.

In addition, your lease is hereby terminated because you have breached its terms and conditions in that you have been chronically delinquent and/or late in the payment of rent.

You are responsible for the payment of rent under the lease until the end of its current term, or until the date the premises are re-rented. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit which may have been caused during the period of your tenancy.

Unless I hear from you to the contrary, I shall assume that you admit the amount and validity of this debt and the accuracy of the contents of this letter.

Ex. A (emphasis in original).

33. The letter then itemized the alleged \$2,300, as follows:

Unpaid prior rent balance	\$ 900.00
September rent	850.00
September late fee	50
Legal fees	500
TOTAL BALANCE DUE:	\$ 2,300

Id. (emphasis in original).

34. Given that Ms. Baker did not receive a Certificate of Rental Suitability until the end of September, 2016, however, Femope was legally precluded from collecting rent for September 2016 or any previous month.

35. Ms. Baker therefore could not possibly owe any back rent, late fees, or legal fees, and there could not legally be any “balance due.”

36. Moreover, with no money owed, Femope was also prohibited from taking possession of the property for non-payment.

37. On October 12, 2016, Defendants filed for eviction against Ms. Baker.

38. The eviction complaint made substantially similar, and legally erroneous, demands of Ms. Baker.

39. That eviction complaint demanded the same \$2,300, for August rent, September rent, late fees, and legal fees, plus added \$110 in court costs. Ex. B, ¶ VII.

40. Femope’s failure to provide her with a Certificate of Rental Suitability prior to the end of September 2016 meant no rent was owed as a matter of law for August or September, or any month prior.

41. With no rent legally owed, no late fees were owed, either.

42. The eviction complaint demanded legal fees of \$500 and court costs of \$110.

43. In fact, with no rent owed, there was no violation of the lease, and no legal basis to sue Ms. Baker, so no legal fees or court costs were owed.

44. The eviction complaint also repeated that Ms. Baker was “chronically delinquent and/or late,” presumably referring to her rent payments. *Id.*

45. With no rent legally due and owing, she could not have been chronically delinquent or late on her rent.

46. The eviction complaint demanded possession of the property. *Id.* ¶¶ VI-VII.

47. With no rent owed, however, there was no violation of the lease, and thus, no legal basis to seek possession of the property.

48. Facing the prospect of an eviction caused Ms. Baker stress and anguish.
49. The eviction action was listed for a hearing on November 10, 2016.
50. Femope, however, did not wait until the hearing to force Ms. Baker out of her home.
51. Instead, in October, 2016, while Ms. Baker, her daughter, and granddaughter were out of the house, Femope or its agent changed the locks at Ms. Baker's home, preventing her and her family from reentering.
52. Self-help evictions are a crime in the City of Philadelphia, punishable by up to 90 days' imprisonment. *See* Phila. Code. §§ 9-1601-1608.
53. Being locked out of her home caused Ms. Baker significant emotional distress and expense, and among other indignities, forced her to repurchase basic necessities such as school uniforms for her daughter and granddaughter.
54. On November 10, 2016, Ms. Baker appeared in landlord-tenant court.
55. Like the vast majority of Philadelphia tenants, Ms. Baker was unrepresented.
56. Still under the duress of being illegally locked out of her home, and feeling as if she had no choice, Ms. Baker executed an agreement with Defendants, agreeing to a judgment of \$3,250 against her.
57. In exchange, Defendants agreed to let Ms. Baker back into the property for a single morning—the morning following the eviction hearing—to collect her family's belongings.
58. As a result of Defendants' illegal collection efforts, Ms. Baker was evicted for nonpayment of rent she did not owe, deprived of her security deposit, induced to enter into a judgment against her for monies she did not legally owe, and suffered emotional distress.

CLASS ACTION ALLEGATIONS

59. Plaintiffs incorporate paragraphs one through fifty-eight as if written fully herein.

60. Plaintiff brings this suit individually and as a class action pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure on behalf of all similarly situated individuals.

61. The class that Plaintiff seeks to represent is composed of all Philadelphia consumers who at any time subsequent to one year prior to the filing of this action received a Notice to Vacate a rental unit from Defendants and/or were sued in Landlord-Tenant Court by Defendants, where that Notice or Complaint demanded moneys for periods prior to the issuance of a Certificate of Rental Suitability by the City of Philadelphia.

62. The class is so numerous that joinder of all members is impracticable. In 2016, for example, Defendants filed over 900 evictions against Philadelphia consumers. While discovery will reveal how many of these consumers lived in properties for which rent was sought for periods when there was no validly issued Certificate of Rental Suitability, the class is, upon information and belief, ascertainable from public records and records maintained by Defendants, and there are more than 100 members.

63. There are questions of law and fact common to each class, including, but not limited to the following:

- a. Whether Defendants' demand for rent for a period when a Certificate of Rental Suitability had not been issued constitutes a threat to take an action that cannot legally be taken, in violation of 15 U.S.C. § 1692e(5);
- b. Whether Defendants' demand for and collection of rent for a period when a Certificate of Rental Suitability had not been issued constitutes collection of an amount not permitted by law, in violation of 15 U.S.C. § 1692f(1);

- c. Whether Defendants' demand for rent for a period when a Certificate of Rental Suitability had not been issued constitutes a false, deceptive, misleading representation, in connection with collection of a debt, in violation of 15 U.S.C. § 1692e, e(10);
- d. Whether Defendants' sending debt collection letters which demand rent for a period when a Certificate of Rental Suitability had not been issued are false representations of "the character, amount, or legal status" of an alleged debt, in violation of 15 U.S.C. § 1692e(2)(A);
- e. Whether Defendants' sending of notices to vacate and/or initiating eviction lawsuits which demand rent for a period when a Certificate of Rental Suitability had not been issued are false, deceptive, misleading representations, in connection with a debt, in violation of 15 U.S.C. § 1692e, e(10);
- f. Whether Defendants' sending of notices to vacate and/or initiating eviction lawsuits which demand rent for a period when a Certificate of Rental Suitability had not been issued are false representations of "the character, amount, or legal status" of an alleged debt, in violation of 15 U.S.C. § 1692e(2)(A);
- g. Whether the above practices caused class members to suffer injury; and
- h. The proper measure of damages for such unlawful practices.

64. Ms. Baker's claim is typical of the claim of the class as all members were similarly treated and affected by Defendants' conduct as alleged herein, in violation of the FDCPA.

65. Ms. Baker will fairly and adequately protect the interests of the class. She qualifies as a consumer under the FDCPA, received the same type of debt collection

communications that are at issue in this matter as other class members, and has no conflicts with other class members.

66. Counsel for Plaintiffs are experienced in handling federal class action litigation, and will adequately and zealously represent the interests of the class. The Public Interest Law Center is a forty-eight year-old impact litigation law firm, and has litigated numerous class actions, across a number of subject areas, on behalf of low-income Pennsylvania residents.

67. The National Consumer Law Center is a nationally recognized nonprofit law firm, has litigated numerous consumer class actions, including FDCPA class actions, around the nation, and regularly publishes respected treatises on consumer law generally, and consumer class actions specifically.

68. Chimicles & Tikellis, LLP, is an experienced class action law firm, successfully representing consumers in numerous class actions filed in the Commonwealth of Pennsylvania and around the nation.

69. Upon information and belief, no similar litigation concerning the claims herein has already begun by any class member.

70. A class action is superior to other methods for the fast and efficient adjudication of this controversy. A class action regarding the issues in this case does not create any problems of manageability.

71. A class action is a particularly appropriate means of resolving this controversy, because class members are unlikely to be aware of their rights, the harms they have suffered are generally small and unlikely to be sufficient to permit the hiring an attorney to sue a debt collector lawyer, and without attorneys representing them, those that do know their rights are unequipped to enforce them.

COUNT I: FAIR DEBT COLLECTION PRACTICES ACT

72. Plaintiffs incorporate paragraphs one through seventy-one as if written fully herein.

73. Defendants regularly attempt to collect consumer debts alleged to be due to another, and are debt collectors as that term is defined in the Fair Debt Collection Practices Act (“FDCPA”). *See* 15 U.S.C. § 1692a(6).

74. The moneys sought by the Defendants is a debt under the FDCPA. *See id.* at § 1692a(5).

75. The statements related to the alleged debt, in both the notice to vacate and the eviction complaint, were communications under the FDCPA. *See id.* at § 1692a(2).

76. The Defendants’ acts—particularly the demand of moneys not legally due and owing—were false, deceptive, misleading representations, in connection with a debt. *See id.* at § 1692e, e(10).

77. The Defendants’ acts constituted a threat to take an action that cannot legally be taken. *See* 15 U.S.C. § 1692e(5).

78. The Defendants’ acts were false representations of “the character, amount, or legal status” of an alleged debt. *Id.* at § 1692e(2)(A).

79. The Defendants’ acts constituted collection of an amount not permitted by law. *See* 15 U.S.C. § 1692f(1).

80. The acts described above by the Defendants caused Ms. Baker and all members of the class injury.

81. Defendants are liable to Ms. Baker and the class for actual damages, statutory damages, and costs and attorney fees.

JURY DEMAND

82. Ms. Baker demands a trial by jury on her claims.

RELIEF REQUESTED

WHEREFORE, Ms. Baker respectfully requests the following relief:

- A. Certify this case as a class action and appoint her to be class representative and her attorneys to be class counsel;
- B. An Order declaring the acts and practices of Defendants to constitute a violation of the FDCPA;
- C. An award of actual damages to Ms. Baker and the class in the form of any moneys paid as a result of Defendants' unlawful demands;
- D. An award of statutory damages to Ms. Baker and the class, pursuant to 15 U.S.C. § 1692k;
- E. An award of costs and reasonable attorney fees pursuant to 15 U.S.C. §§ 1692k, 1692e, e(2), and e(10); and
- F. For other such relief as the Court may deem just and proper.

Dated: September 26, 2017

Respectfully submitted,

/s/ Daniel Urevick-Ackelsberg
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