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GERALDINE BROWN,
and all others similarly situated,
246 W. Upsal St., #B302,
Philadelphia, PA 19119,

CARL WILLIAMS,
and all others similarly situated,
246 W. Upsal St., # E401,
Philadelphia, PA 19119,

and

WILLIAM DENNIS SCOTT,
and all others similarly situated,
246 W. Upsal St., # G204,
Philadelphia, PA 19119,

Plaintiffs,

This is not an arbitration case

Class action complaint

Jury Trial Demanded

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

NOVEMBER TERM, 2025

NO. 203

CLASS ACTION

v.

246 ASSOCIATES LLC,
246 W. Upsal St.,
Philadelphia, PA 19119,

ALAN LIEBERMAN,
246 W. Upsal St.,
Philadelphia, PA 19119,

and

REAL PROPERTIES
MANAGEMENT,
246 W. Upsal St.,
Philadelphia, PA 19119,

Defendants.

**PLAINTIFFS' VERIFIED MOTION FOR PRELIMINARY INJUNCTION REQUIRING
DEFENDANTS TO REPAIR UNSAFE AND IMMEDIATELY DANGEROUS PROPERTY
CONDITIONS**

Pursuant to Pa.R.C.P. 1531, Plaintiffs file this Motion for a Preliminary Injunction requiring Defendants, without further delay, to repair the unsafe and immediately dangerous conditions at the property that Defendants rent to Plaintiffs. In support thereof, Plaintiffs state as follows:

I. INTRODUCTORY STATEMENT

1. Plaintiffs incorporate the averments in the Complaint by reference.
2. State and local law create a straightforward obligation on landlords to ensure that properties are safe and habitable when a renter moves in and that they remain safe and habitable while renters live there.
3. The landlord of Upsal Garden Apartments ("Upsal Garden" or the "Property"), a 144-unit residential rental property located at 246 W. Upsal Street in Mt. Airy, violated its obligations under the law. In August 2025, the Philadelphia Department of Licenses and Inspections deemed the Property an "unsafe" structure, certifying that the conditions at the Property posed an "immediate danger or hazard to health safety and welfare which requires immediate compliance and/or are intentional," *See* Ex. A, Violation CF-2025-089276 at 0002 [hereinafter the "Unsafe Violation"]. The unsafe and immediately dangerous conditions consist of a deteriorated stone foundation, fractured exterior masonry walls, and deteriorated floor joists. *See id.* at 0003.
4. In making the determination that the Property is unsafe, the City relied on section 108.1 of the Philadelphia Property Maintenance Code, which provides in relevant part that:

An unsafe structure is a structure...*that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure....*because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, *that partial or complete collapse is possible*. PM Code §108.1.1 (emphasis added).

5. The City ordered the Defendants to obtain a make-safe permit, hire an engineer to make the structure safe, and to correct the Unsafe Violation by September 26, 2025. *See id.* at 0002, 0005.

6. Defendants did not appeal the Unsafe Violation.

7. More than two months have passed since the City issued the Unsafe Violation. Defendants have not performed the required repairs, nor even obtained a permit to begin doing so.

8. Under these circumstances, the law is clear: a plaintiff need not wait for catastrophe causing bodily harm and then seek a legal remedy after the fact; rather, “[w]here irreparable harm might result before the legal remedy can be obtained, equity will provide the remedy.” *The Woods at Wayne Homeowners Ass’n v. Gambone Bros. Const. Co.*, 893 A.2d 196, 206 (Pa. Commw. Ct. 2006) (citation omitted) (affirming grant of mandatory preliminary injunction requiring developer immediately to repair retaining walls in danger of collapse and related code violations).

9. Having filed their class action Complaint on November 3, 2025, Plaintiffs, who are residents of Upsal Garden, now file this Verified Motion for Preliminary Injunction, to require Defendants immediately to comply with their legal obligations to remedy the Unsafe Violation and to make Upsal Garden safe for its residents.

II. FACTS SUPPORTING ISSUANCE OF PRELIMINARY INJUNCTION

A. Parties

10. As set forth in the Complaint, Plaintiffs/Movants Geraldine Brown, Carl Williams, and William Denise Scott all reside at Upsal Garden pursuant to written leases. They have brought this case as a class action on behalf of themselves and the other residents similarly situated, whose safety and health has been put at risk by the complex-wide Unsafe Violation and Defendants' ongoing failure to make the Property safe.

11. Defendant/Respondent 246 Associates LLC is a Pennsylvania limited liability company with a registered place of business at 246 West Upsal Street, Philadelphia, PA 19119 and is listed as the record owner of the Property on the deed.

12. Defendant/Respondent Alan Lieberman is listed as the registered owner of the Property on Upsal Garden's rental licenses and, according to a mortgage recorded against the Property on April 28, 2021 (Phila. Ct'y No. 53823604), one of the co-managing members of Defendant 246 Associates LLC. Mr. Lieberman maintains a place of business at 246 W. Upsal Street, Philadelphia, PA 19119.

13. Defendant/Respondent REAL Properties Management ("RPM"), doing business as REAL Properties or youcanmovehere.com, is an unregistered business entity that provides property management services at Upsal Garden. RPM maintains a business address at 246 West Upsal Street, Philadelphia, PA 19119.¹

¹ REAL PROPERTIES MGMT., <https://www.realpropertiesmgmt.com/about-us> (last visited Oct. 24, 2025).

B. Defendants' Joint Venture of Owning, Operating, and Managing Upsal Garden

14. Defendant Alan Lieberman is a real estate owner and developer who “amassed his wealth by commanding a fleet of rental properties in Philadelphia,” including the Property.²

15. On March 24, 2021, Mr. Lieberman and his wife Diane, trading as #246 Associates, conveyed Upsal Garden to Defendant 246 Associates LLC and recorded a \$1 confirmatory deed with the Philadelphia Department of Records. According to a mortgage recorded against the Property on April 28, 2021 (Phila. Ct’y No. 53823604), Mr. Lieberman and his wife are the co-managing members of Defendant 246 Associates LLC.

16. Despite that conveyance, Mr. Lieberman continues to hold himself out as the owner of the Property on Upsal Garden’s rental licenses and in eviction filings against residents of the Property. *See, e.g.*, Ex. B, Upsal Garden Rental License at 0008; *See, e.g., Alan Lieberman v. Veronica R. Shelton*, Phila. Muni. Ct. No. LT-25-08-26-5635; *Alan Lieberman v. Tonya T. Diggs*, Phila. Muni. Ct. No. LT-25-08-07-3607; *Alan Lieberman v. Alan A. Whitt*, Phila. Muni. Ct. No. LT-25-07-29-7419.

17. By continuing to hold himself out as the owner, Mr. Lieberman disregards the corporate formalities of Defendant 246 Associates LLC.

18. Upon information and belief, the day-to-day operations of the business are carried out by Defendant RPM and its representatives. The representatives of Defendant RPM staff the management office, sign leases on behalf of the owner, respond to requests for repairs, process rent payments, and attest to the building’s rental suitability.

² Chad Heiges, SOUTH FLORIDA BUSINESS JOURNAL “Family ties bind at home and in real estate business,” (Nov. 3, 2003) available at <https://www.bizjournals.com/southflorida/stories/2003/11/03/focus6> (last accessed Oct. 27, 2025).

19. Defendant RPM is a large property management company that “offer[s]” twenty properties across Pennsylvania, New Jersey, and Florida,” including Upsal Garden.³ In Philadelphia alone, Defendant Real Properties manages approximately 1,000 residential rental units across at least eleven buildings or complexes.

20. Upon information and belief, Defendant RPM maintains a close affiliation with Mr. Lieberman, and Upsal Garden is at the center of the overlapping real estate empires of Mr. Lieberman and RPM. All of Defendant RPM’s Philadelphia properties are either directly or indirectly owned by entities that Mr. Lieberman owns, manages, and controls, and all of those entities use or are registered to the Upsal Garden address.⁴

21. At Upsal Garden, the Defendants jointly own and manage the Property. “Upsal Gardens Apartments” is identified as the “landlord” of the property on tenant’s leases although that entity does not appear to be a registered business or property owner in Pennsylvania. *See* Ex. C, Brown 2023 Lease at 0010. Upon information and belief neither the current record owner, 246 Associates LLC, nor the previous owner of record, #246 Associates, nor the owner listed on the rental licenses, Alan Lieberman, is a party to the leases. RPM is included on the leases as the property management company.

22. Moreover, the Defendants’ rent collection practices reflect a disregard for corporate formalities between the entities. Until recently, tenants were instructed to remit rental payments to “102-Upsal Gardens” which also does not appear to be a registered business or

³ REAL PROPERTIES MGMT., <https://www.realpropertiesmgmt.com> (last visited Oct. 24, 2025).

⁴ RPM advertises that they manage a property known as 3901 on the Boulevard, a property owned by Boulevard Properties LLC, a Pennsylvania limited liability company that maintains a registered place of business at 246 W. Upsal Street and for which Mr. Lieberman is a managing member. A review of public records of other RPM-affiliated properties (Boulevard Gardens Apartments, English Manor Apartments, Forest Village Apartments, Sandalwood Apartments, Station Walk Apartments, Timbercove Apartments, Tomlinson Court Apartments, Walnut Terrace, and Wayne Walnut Apartments) reveals the same pattern wherein Mr. Lieberman is the managing member and 246 W. Upsal Street is the registered place of business.

property owner in Pennsylvania. *See* Ex. D, Brown Late Payment Notice at 0062. Defendant Lieberman conveyed the Property to Defendant 246 Associates LLC over four years ago, but Defendant 246 Associates LLC did not instruct tenants to remit payment to the Defendant LLC, the record owner of the Property, until September 2, 2025. *See* Ex. E, Manual Payment Notice at 0064.

C. Defendants' Duties and False Promises to Keep Upsal Garden Fit, Habitable, and Safe

23. Upsal Garden is an aging building constructed in 1927, occupied by residents in approximately 144 rental units.

24. Upsal Garden is comprised of seven buildings “A” through “G,” which are connected by a common area Basement Tunnel accessible to all residents and that contains the laundry room (the “Basement Tunnel”). Upon information and belief, there are also residential units accessible only from the Basement Tunnel.

25. At the time of each lease execution with a tenant in Philadelphia, Defendants represent to tenants under penalty of law that they “will continue to maintain . . . the property free from defects which affect the health and safety of the occupants and the habitability of the property throughout the tenancy.” *See, e.g.*, Ex. F, Williams Certificate of Rental Suitability at 0066.

26. In each tenant’s lease, Defendants promise that, at a minimum, they will “[k]eep the property in good repair and good working order,” which “includes the roof, windows, doors, locks, floors, steps, porches, exterior and interior walls, ceilings, foundations and all other structural parts of the property” and “electrical, plumbing, sanitary, drainage, heating, water heating and ventilating systems.” *See, e.g.*, Ex. C, Brown 2023 Lease at 0014.

27. RPM declares on its website that “[its] commitment to [the tenant] includes stellar service, well maintained properties... [and going] above and beyond to ensure that [the tenant] is comfortable and [the] home is well maintained.”⁵

28. Pursuant to Philadelphia Code §9-3901 et seq., Defendants were required to issue a Certificate of Rental Suitability to each residential rental tenant at Upsal Garden.

29. The Certificate of Rental Suitability imposes on Defendants a “continu[ing]” obligation to (among other things) “maintain the property in a fit and habitable condition.” Phila. Code §9-3903 et seq. A property owner who fails to correct a code violation related to the fitness and habitability of the property within 30 days of the notice of the violation (absent appealing the violation) is in non-compliance with the law. Phila. Code §9-3903(d); *See, e.g.*, Ex. F, Williams Certificate of Rental Suitability at 0066. Philadelphia law provides a private right of action to tenants to enforce the Certificate of Rental Suitability provisions of the Philadelphia Code. Phila. Code § 9-3901(4)(f).

30. Despite the existence of these duties and promises by Defendants, there are serious, unsafe, building-wide conditions at Upsal Garden that, as of the date of this filing, remain unresolved.

D. The City’s L&I Department Has Found Upsal Garden “Unfit” and “Unsafe”

31. In the last five years, Upsal Garden has received 79 code violations of varying degrees and type by the Philadelphia Department of Licenses and Inspections (“L&I” or the “Department”).

⁵ REAL PROPERTIES MGMT., <https://www.realpropertiesmgmt.com/about-us> (last visited Oct. 28, 2025).

32. Over the course of the last year alone, the Property has failed at least seven inspections by L&I, prompting the Department to issue over twenty code violations.

33. In November 2024, the Department issued a violation deeming the Property a public nuisance “unfit” for human habitation and directed the Defendants to restore heating to the Property and repair holes and water-damaged walls and ceilings. *See* Ex. G, Violation No. CF-2024-123309 at 0068.⁶

34. On August 18, 2025, the Department issued another set of code violations for issues in the Basement Tunnel, directing the Defendants to “[h]ave a License Contractor Repair all Interior Surface Damage and Defective surfaces on The Ceiling, Walls And Floors” and ensure that walls and floors “be maintained plumb and Free From Open Cracks and Breaks and prevent the entry of rodents and Pests” in the Basement Tunnel from building A – F [*sic*]. *See* Ex. H, Violation No. CF-2025-087614 at 0074. Those issues are reflected in the below recent photographs of the Property’s basement tunnel, taken on October 21, 2025:



⁶ These violations were later resolved on December 13, 2024.



35. Crucially, that inspection also revealed deficiencies with the building’s structure, including deterioration of the building’s foundation, exterior walls, and interior floors.

36. Accordingly, on August 20, 2025, L&I inspected the Property and issued another Notice of Violation declaring the property an “unsafe structure” due to dangerous conditions, including a deteriorated stone foundation, fractured exterior masonry walls, and deteriorated interior floor joists. *See* Ex. A, Violation No. CF-2025-089276 (the “Unsafe Violation”) at 0002-3.

37. Recent photographs taken on October 22, 2025 capture the defects in the Property’s foundation and exterior walls:



38. In the Unsafe Violation, L&I “certifie[d] that the violations are a condition of immediate danger or hazard to health safety and welfare which requires immediate compliance and/or are intentional,” advised that “if these violations [were] not corrected by 9/26/25 the Department will act as soon as reasonably possible to vacate and/or demolish the unsafe structure,” and directed the Defendants to obtain a make-safe permit and obtain the services of a

licensed professional engineer to make the structure safe. *See* Ex. A, Violation No. CF-2025-089276 at 0002.

39. The Unsafe Violation stated that the unsafe conditions existed across “all buildings” at the Property.

40. The Defendants did not appeal the Unsafe Violation.

41. The Defendants did not make the repairs by the September 26, 2025 deadline.

42. In fact, as of the date of the filing, over two months later, the Defendants have not even obtained the necessary permit to begin making repairs.

43. All told, the Defendants have allowed the Property to remain in unsafe status for over two months and counting. To this day, they have failed to repair the Property in the manner that the Philadelphia Property Maintenance Code, their Certificates of Rental Suitability, and their leases require.

44. This failure to remedy the Unsafe Violation--and the risk of immediate and irreparable harm that the failure has created—compels the issuance of a preliminary injunction requiring Defendants immediately to repair the unsafe and immediately dangerous conditions.

45. Further grounds in support of this Motion are set forth in the accompanying Brief, which is incorporated by reference herein.

WHEREFORE, Plaintiffs/Movants respectfully request that the Court grant this Motion and issue the Preliminary Injunction requested.

Dated: November 6, 2025

Respectfully submitted,

By: /s/ Mary M. McKenzie

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that on 11-6-25, he served a true and correct copy of the foregoing document by hand delivery on Defendants at 246 W. Upsal Street, Philadelphia, PA 19119.

/s Michael LiPuma