



PUBLIC INTEREST LAW CENTER

Mary M. McKenzie (Pa. Bar No. 47434)
Sara A. Bernstein (Pa. Bar No. 329881)
Madison J. Gray (Pa. Bar No. 330696)
2 Penn Center, 1500 JFK Blvd., Suite 802
Philadelphia, PA 19102
mmckenzie@pubintl.org
sbernstein@pubintl.org
mgray@pubintl.org
(267) 546-1319

FACE TO FACE LEGAL CENTER

Michael LiPuma (Pa. Bar. No. 74790)
Ava La Placa Obrecht (Pa. Bar No. 336402)
123 E. Price St.,
Philadelphia, PA 19144
michael@facetofacegermantown.org
ava@facetofacegermantown.org
(267) 268-5059

YOUMAN & CAPUTO LLC

John T. Crutchlow (Pa. Bar No. 201736)
Two Logan Square,
100-120 N. 18th St, Ste. 1925
Philadelphia, PA 19103
jcrutchlow@youmancaputo.com
(215) 302-1999

Attorneys for Plaintiff

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

This is not an arbitration case

Class action complaint

Jury Trial Demanded

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

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,

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.

CIVIL DIVISION

OCTOBER TERM, 2025

NO.

CLASS ACTION

NOTICE TO DEFEND

NOTICE TO DEFEND

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
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-2911
Telephone: (215) 238-6333

AVISO

Lo(a) han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia 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 tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, 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 TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Asociación de Licenciados de Filadelfia
Servicio de Referencia E Información Legal
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107-2911
Teléfono: (215) 238-6333

Mary M. McKenzie (Pa. Bar No. 47434)
Public Interest Law Center
2 Penn Center, 1500 JFK Blvd., Suite 802
Philadelphia, PA 19102
mmckenzie@pubintl.org
(267) 546-1319

Michael LiPuma (Pa. Bar. No. 74790)
Face to Face Legal Center
123 E. Price St.,
Philadelphia, PA 19144
michael@facetofacegermantown.org
(267) 268-5059

John T. Crutchlow (Pa. Bar No. 201736)
Youman & Caputo LLC
Two Logan Square, 100-120 N. 18th St,
Ste. 1925
Philadelphia, PA 19103
jcrutchlow@youmancaputo.com
(215) 302-1999

Attorneys for Plaintiff
(Additional Counsel on Signature Page)

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,

This is not an arbitration case

Class action complaint

Jury Trial Demanded

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

OCTOBER TERM, 2025

and

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

Plaintiffs,

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.

NO.

CLASS ACTION

CLASS ACTION COMPLAINT—CIVIL ACTION

(C1 - CLASS ACTION)

INTRODUCTORY STATEMENT

1. State and local law create a straightforward obligation on landlords to ensure that properties are safe and habitable when renters move in and that they remain safe and habitable while renters live there. Philadelphia’s statutory version of this obligation has an explicit consequence: landlords may not collect rent for any periods that they are in violation of the law.

2. The landlord of Upsal Garden Apartments (“Upsal Garden” or the “Property”), a 144-unit Property 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. Since then, for over two months, the landlord has failed to make the Property safe, all while demanding and collecting rent that residents do not owe.

3. This class action, brought by renters at Upsal Garden, seeks to ensure that their landlord restores the safety of the Property and be held accountable.

PARTIES

4. Plaintiff Geraldine Brown is a Philadelphia resident, currently residing at 246 West Upsal Street, Unit Number B302, Philadelphia, PA 19119. She brings this action on behalf of herself and all those similarly situated.

5. Plaintiff Carl Williams is a Philadelphia resident who currently resides at 246 West Upsal Street, Unit Number E401, Philadelphia, PA 19119. He brings this action on behalf of himself and all those similarly situated.

6. Plaintiff William Dennis Scott is a Philadelphia resident who currently resides at 246 West Upsal Street, Unit Number G204, Philadelphia, PA 19119. He brings this action on behalf of himself and all those similarly situated.

7. Defendant 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.

8. Defendant 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 West Upsal Street, Philadelphia, PA 19119.

9. Defendant 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).

FACTS

Defendants' Joint Enterprise of Owning, Operating, and Managing Upsal Garden

10. 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

11. 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.

12. 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.

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

14. 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).

15. 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 RPM manages approximately 1,000 residential rental units across at least eleven buildings or complexes.

16. 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

17. 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.

18. 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 West 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 the properties are owned by LLCs controlled by Mr. Lieberman with registered addresses at 246 West Upsal Street.

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.

Defendants' False Promises at Upsal Garden

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

20. 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.

21. 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.

22. 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.

23. 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

24. Despite these promises, there are serious, unsafe, building-wide conditions at Upsal Garden that, as of the date of this filing, remain unresolved.

L&I Has Found Upsal Garden “Unfit” and “Unsafe”

25. 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”).

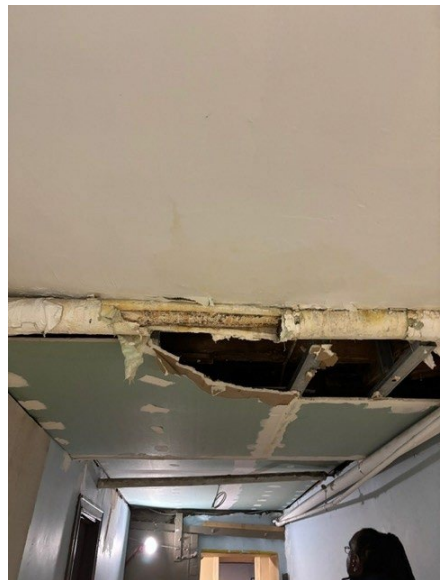
26. Over the course of the last year alone, the Property has failed at least seven inspections by L&I, prompting the Department to issue over twenty code violations.

27. 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

28. 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:

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

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



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

30. 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.

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





32. 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.

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

34. As of the date of the filing, over two months later, Defendants have failed to repair the Property in the manner that the ordinance and their leases require and have allowed the Property to remain in unsafe status for over two months and counting.

35. Plaintiffs’ experiences mirror this lack of regard for maintaining the Property in a fit and habitable condition. Long known reoccurring conditions at Upsal Garden continue to

impact residents due to Defendants' failures to address their underlying root causes. As described in more detail *infra.*, Defendants' alleged repairs are inadequate and cosmetic; leaks, deteriorating and cracking ceilings and walls, and environmental hazards like mold reoccur despite allegedly having been repaired.

Defendants' Neglect Extends to Plaintiffs' Individual Apartment Units

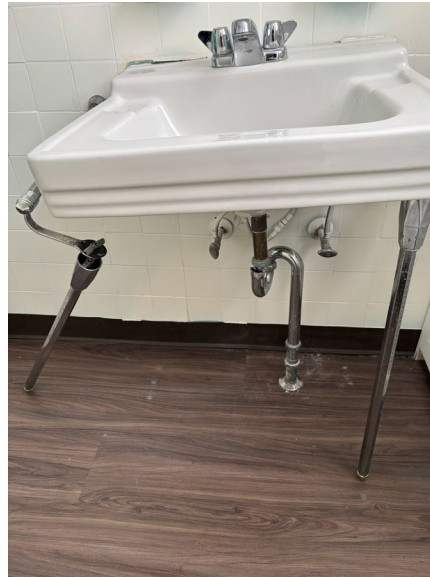
The Tenancy of Geraldine Brown

36. Geraldine Brown is a 73-year-old retired mental health counselor for incarcerated youths.

37. In or around April 2022, Ms. Brown executed a lease with the Defendants and moved into Upsal Garden. *See* Ex. C, Brown 2023 Lease at 0010.⁷

38. During her tenancy, Ms. Brown has dealt with a number of serious problems in her apartment, including: recurring leaks and black mold growth, a collapsing bathroom ceiling, fractured and deteriorated walls, ceilings, and floors, and a bathroom sink that fractured from the wall, as pictured below:

⁷ Ms. Brown does not have a copy of her 2022 lease agreement.



39. Ms. Brown’s unit contains two bathrooms. Despite repeated requests for repairs from management, at the time of this filing, the conditions in both bathrooms are so deteriorated that she is forced to bathe in one bathroom and use the facilities in the other.

40. Upon information and belief, the pattern of reoccurring conditions and environmental hazards indicate that the Defendants have failed to resolve the underlying cause of the leaks, mold, and crumbling interior surfaces in Ms. Brown’s unit, just as they have failed to address the structural and foundational deficiencies that led to the unresolved Unsafe Violation.

41. Ms. Brown’s rent is \$1,931.25 per month. *See* Ex. I, Brown 2025 Lease at 0078.

42. In October 2025, the Defendants told Ms. Brown that her rent was due, charged Ms. Brown for rent, and demanded that Ms. Brown pay rent.

43. In response to these representations and demands, Ms. Brown paid—and the Defendants collected—rent in the amount of \$1,931.25 for October.

44. As explained below, however, since September 22, 2025, no rent was owed to the Defendants at all.

The Tenancy of Carl Williams

45. Carl Williams is a 66-year-old retired machinery equipment mechanic.

46. On or around November 1, 2024, Mr. Williams executed a lease with the Defendants and moved into Upsal Garden. *See* Ex. J, Williams 2024 Lease at 0127.

47. During his tenancy, Mr. Williams has dealt with a number of serious problems in his apartment, including reoccurring cracks and leaks in the ceiling of his living room.

48. From time to time, the Defendants have made topical repairs to Mr. Williams's ceiling. However, each time, the cracks and leaks return.

49. On October 23, 2025, the Defendants allegedly repaired the living room ceiling crack and leak. That same day, the crack and leak returned. Then on October 30, 2025, the ceiling ruptured as captured in the photo below:



50. Upon information and belief, the reoccurring leaks in Mr. Williams's unit indicates that the Defendants have failed to resolve the underlying cause of the leaks, just as they

have failed to address the structural and foundational deficiencies that led to the unresolved Unsafe Violation.

51. Mr. Williams's rent is \$1,800 per month. *See* Ex. J, Williams 2024 Lease at 0127.

52. In October 2025, the Defendants told Mr. Williams that his rent was due, charged Mr. Williams for rent, and demanded that Mr. Williams pay rent.

53. In response to these representations and demands, Mr. Williams paid—and the Defendants collected—rent in the amount of \$1,800 for October.

54. As explained below, however, since September 22, 2025, no rent was owed to the Defendants at all.

The Tenancy of William Dennis Scott

55. William Dennis Scott is a 70-year-old United States Army veteran and retired employee of the Philadelphia Water Department.

56. In or around May 2019, Mr. Scott executed a lease with the Defendants and moved into Upsal Garden. *See* Ex. K, Scott 2020 Lease at 0195.⁸

57. During his tenancy, Mr. Scott has dealt with a number of serious problems in his apartment, including: a collapsed bathroom ceiling, recurring leaks and deteriorated ceiling, mold growth, and deteriorated walls, ceilings, and floors throughout the unit, as pictured in the photos below:

⁸ Mr. Scott does not have a copy of his 2019 lease agreement.



58. While Defendants allegedly made surface-level repairs to the ceiling in Mr. Scott's unit, the ring of moisture has re-emerged in the same spot.

59. Upon information and belief, the reoccurring conditions and environmental hazards in Mr. Scott's unit indicate that the Defendants have failed to resolve the underlying cause of the leaks, mold, and deteriorating interior surfaces, just as they have failed to address the structural and foundational deficiencies that led to the unresolved Unsafe Violation.

60. Mr. Scott's rent is \$1,313.25 per month. *See* Ex. L, Scott 2025 Lease Renewal at 0202.

61. In October 2025, the Defendants told Mr. Scott that his rent was due, charged Mr. Scott for rent, and demanded that Mr. Scott pay rent.

62. In response to these representations and demands, Mr. Scott paid—and the Defendants collected—rent in the amount of \$1,313.25 for October.

63. As explained below, however, since September 22, 2025, no rent was owed to the Defendants at all.

Requirements to Rent Properties in the City of Philadelphia

64. As of September 22, 2025, the conditions at Upsal Garden rendered the Defendants ineligible to collect rent.

65. In order to promote public safety and ensure that families have safe and healthy housing, Philadelphia has enacted strict requirements governing the leasing of rental properties and the collection of rent.

66. To collect rent under local law, a landlord 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. Phila. Code § 9-3903(1)(a).

67. Philadelphia Code requires that L&I issue a Certificate of Rental Suitability 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.” Phila. Code §§ 9-3903(2)(b)(.2)-(3).

68. The Certificate of Rental Suitability Law imposes on landlords a “continu[ing]” obligation: a landlord must continue to maintain fire protection and smoke detection equipment, continue to maintain the operating systems in proper working order, and continue to maintain the property in a fit and habitable condition. Phila. Code § 9-3903(2)(3).

69. A property owner who fails to correct a code violation related to the fitness and habitability of the property within thirty days of the notice of violation (absent appealing the violation) is not compliant with the law. Phila. Code § 9-3903(d).

70. The failure to comply with the Certificate of Rental Suitability provisions of the Philadelphia Code denies a landlord “the right to . . . collect rent during or for the period of noncompliance[.]” Phila. Code § 9-3901(4)(e).

71. 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).

Upsal Garden Failed Philadelphia Standards

72. In failing to comply with the Philadelphia code requiring that all Philadelphia tenants have a safe and habitable home, Defendants threatened the health, safety, and general welfare of Plaintiffs and the proposed classes.

73. While violating the Philadelphia Code, the Defendants have charged, demanded, and unlawfully collected rent from Plaintiffs.

74. To wit, the Defendants were notified on August 23, 2025 by L&I that Upsal Garden was unsafe and in a “condition of immediate danger or hazard to health safety and welfare” of its residents. Ex. A, Unsafe Violation at 0002.

75. The Defendants did not appeal that violation.

76. The Defendants did not correct the violation within thirty days of the notice.

77. The Defendants have not obtained the Make Safe permit, the prerequisite to begin the work.

78. The Defendants have allowed the property to remain in unsafe status for over two months after the Unsafe Violation and counting.

79. As a result of these failures, the property is not eligible for a Certificate of Rental Suitability due to “unresolved violations on the property address that was entered.” Ex. M, eCLIPSE Screenshot at 0211.

80. As a result of these failures, since September 22, 2025, the Defendants have no right to charge or collect the rent of their tenants until they make the necessary repairs at the Property.

81. Nevertheless, the Defendants have continued to charge and collect rent from Plaintiffs and other tenants. *See, e.g.,* Ex. N, November Rent Reminder at 0214.

82. Indeed, on September 2, 2025, ten days after the Unsafe Violation, Defendants circulated an email clarifying their policies on manual rent payments. In that email, Sonia Goodman, a representative of Defendant RPM and agent of the Defendants, wrote that failure to promptly pay rent would result in late fees. *See* Ex. E, Manual Payment Notice. In other words, Defendants continued to demand rent notwithstanding the Unsafe Violation, and threatened tenants with penalties if they did not pay rent.

CLASS ACTION ALLEGATIONS

83. Plaintiffs incorporate all preceding paragraphs by reference.

84. Plaintiffs bring this suit individually and on behalf of all others similarly situated pursuant to Rules 1701-1717 of the Pennsylvania Rules of Civil Procedure.

85. The Class is defined as: All persons who leased a rental unit at Upsal Garden during the period between September 22, 2025 and the date that the Unsafe Violation is marked resolved by L&I (the “Noncompliance Period”).

86. The Monetary Damages Subclass is defined as: All persons who leased a rental unit at Upsal Garden during the Noncompliance Period and paid rent and associated fees charged by the Defendants during the Noncompliance Period.

87. The class is so numerous that joinder of all members is impracticable. Upsal Garden has 144 units and each tenant will have the same causes of action stemming from the same operative facts and law.

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

- a. Whether Defendants are non-compliant with Philadelphia law, Phila. Code §§ 9-3902-3;
- b. Whether Defendants exposed class members to unsafe, hazardous conditions at Upsal Garden;
- c. Whether Defendants demanded and collected rent for periods when they were non-compliant with Philadelphia law, Phila. Code §§ 9-3902-3;
- d. Whether Defendants represented that goods or services had sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they did not have or that a person has sponsorship, approval, status, affiliation or connection that they did not have;
- e. Whether Defendants failed to comply with the terms of a written guarantee or warranty given to class members at, prior to or after a contract for the purchase of goods or services was made;
- f. Whether Defendants engaged in deceptive conduct which created a likelihood of confusion or misunderstanding;
- g. Whether Defendants breached a universal condition in class members' contract;
- h. Whether Defendants were unjustly enriched at the expense of class members;
- i. Whether Defendants used false, deceptive and misleading statements in connection with the collection of an alleged debt from class members;

- j. Whether the above practices caused class members to suffer injury; and
- k. The proper measure of damages for such unlawful practices.

89. The common questions set forth above are complex-wide, apply to each tenant, and predominate over any questions affecting only individual class members, and a class action is superior to other available methods for the fair and efficient adjudication of the claims with respect to considerations of consistency, economy, efficiency, fairness, and equity.

90. Plaintiffs' claims are typical of the claim of the class as all class members were similarly treated and affected by Defendants' conduct as alleged herein.

91. Plaintiffs will fairly and adequately protect the interests of the class. They each are or were Upsal Garden tenants at the time L&I deemed the building unsafe, received the demand to pay rent as other class members, and paid rent and associated fees as other class members.

92. Counsel for Plaintiffs are experienced in handling class actions and other high impact litigation and will adequately and zealously represent the interests of the class. The Public Interest Law Center is a fifty-six-year-old impact litigation nonprofit and has litigated numerous class actions and high-impact and multi-plaintiff cases, across a number of subject areas, on behalf of low-income Pennsylvania residents. *See, e.g., William Penn Sch. Dist. v. Pennsylvania Dep't of Educ.*, 294 A.3d 537 (Pa. Commw. Ct. 2023) (multi-plaintiff action declaring Pennsylvania's system of school funding unconstitutional); *Baker v. Ross*, No. 17-4274 (E.D. Pa. 2017) (appointing Public Interest Law Center as class counsel on behalf of renters in case regarding interplay between Phila. Code §§ 9-3902-3 and federal consumer law).

92. Face to Face is a community center in Germantown that provides services to low-income residents of Northwest Philadelphia (and throughout the City). The Face to Face Legal

Center provides free legal services, which include defending tenants in eviction cases, and bringing affirmative habitability claims on behalf of tenants against landlords over issues involving safety and health. The Legal Center Director is an attorney with over 30 years of trial experience, including representing low-income Pennsylvania residents in high impact litigation.

93. Youman & Caputo LLC is a law firm experienced in representing plaintiffs in complex civil litigation.

94. A class action regarding the issues in this case does not create any problems of manageability.

95. Upon information and belief, no similar litigation concerning the claims herein has been filed against Defendants by any class member.

96. 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 of an attorney to sue their landlord, and without attorneys representing them, those who do know their rights are unequipped to enforce them.

97. A class action is appropriate in this forum, as the transactions and occurrences each occurred in Philadelphia.

98. This matter is appropriate for equitable relief on a class-wide basis for the reasons stated above, and because Defendants have acted and refused to act on grounds generally applicable to the class.

**COUNT I: VIOLATION OF PHILADELPHIA'S CERTIFICATE OF RENTAL
SUITABILITY LAW**

(All plaintiffs against Defendants Alan Lieberman and 246 Associates LLC)

99. Plaintiffs incorporate all preceding paragraphs by reference.

100. Defendants Alan Lieberman and 246 Associates LLC (the “Owner Defendants”) violated Philadelphia’s Certificate of Rental Suitability law, Phila. Code § 9-3903, by failing to maintain Upsal Garden in a fit, habitable manner and by failing to repair serious, unsafe, unappealed violations within thirty days.

101. As a result of their failure, the Owner Defendants had no legal right to charge or collect Plaintiffs’ rent during the period between September 22, 2025, and the date that the Unsafe Violation is marked resolved by L&I.

102. In fact, the Owner Defendants demanded and collected rent and other fees from Plaintiffs in October 2025.

103. The Owner Defendants collected illegal rent payments to the detriment of Plaintiffs and other tenants.

104. The Owner Defendants’ conduct caused Plaintiffs to live in an unsafe property, in violation of the law.

105. The Owner Defendants’ conduct caused Plaintiffs to suffer economic loss, including by paying rent the Defendants had no right to collect.

106. Philadelphia law provides a private right of action to tenants to enforce the Philadelphia’s Certificate of Rental Suitability law. Phila. Code § 9-3901(4)(f).

107. Wherefore, Plaintiffs demand judgment in their favor and against the Owner Defendants, for injunctive relief that Owner Defendants make the Property safe and compliant with Philadelphia code; monetary damages; declaratory relief that Owner Defendants are non-compliant with Philadelphia Code § 9-3903 as of September 22, 2025 and not entitled to collect rent and recover possession of units at Upsal Garden; equitable disgorgement of illegally collected rents; and other such relief as the Court deems appropriate.

**COUNT II: VIOLATION OF THE UNFAIR TRADE PRACTICES AND CONSUMER
PROTECTION LAW
(All plaintiffs against all defendants)**

108. Plaintiffs incorporate all preceding paragraphs by reference.

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

110. The UTPCPL applies to rental transactions.

111. At all times relevant, the Defendants made false and misleading representations in their public statements, lease documents, and/or communications with tenants regarding the condition and maintenance of the leased premises.

112. At the time of each lease with a tenant in Philadelphia, the Defendants represented to those 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.” *E.g.*, Ex. F, Williams Certificate of Rental Suitability at 0066.

113. The Defendants also represent to each tenant that, at a minimum, that 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.

114. 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.”⁹

115. In reality, the properties were unsafe, with serious deficiencies.

116. The Defendants were failing to comply with Philadelphia law. As a consequence, Upsal Garden was unsafe, and in October 2025, the Defendants demanded rent that was not owed.

117. In response to the Defendants’ demand, Plaintiffs paid rent and fees that the Defendants demanded and represented to be due.

118. Defendants violated the UTPCPL by, among other things:

- a) Demanding and collecting rent that Defendants were not owed;
- b) Misleading Plaintiffs that rent was due when it was not;
- c) Continually and systematically breaching the warranty of habitability.

119. The aforementioned methods, acts and practices constitute unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the UTPCPL, as defined by Section 201-2(4) of said Law, including, but not limited to, the following:

- i. Section 201-2(4)(v), representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has sponsorship, approval, status, affiliation or connection that he does not have;

⁹ REAL PROPERTIES MGMT., <https://www.realpropertiesmgmt.com/about-us> (last visited Oct. 28, 2025).

- ii. Section 201-2(4)(xiv), failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- iii. Section 201-2(4)(xxi), engaging in deceptive conduct which creates a likelihood of confusion or misunderstanding. 73 P.S. §§ 201-3, and 201-2(4)(v), (xiv), (xxi).

120. Plaintiffs believed the Defendants' demands were accurate and that rent was due and/or overdue, and all renters are presumed to justifiably believe that rent is due and/or overdue when their landlords represent it as such.

121. As a result of the misrepresentations and deceptive conduct of the Defendants, Plaintiffs suffered ascertainable loss, including payment of rent and associated fees not owed.

122. The UTPCPL provides a private right of action for "[a]ny person who purchases or leases goods or services primarily for personal, family, or household purposes and thereby suffers any ascertainable loss of money or property as a result of the use or employment by any person of a method, act or practice declared unlawful by ... [the UTPCPL]." 73 P.S. § 201-9.2(a).

123. The UTPCPL provides for trebled damages and reasonable attorneys' fees. 73 P.S. § 201-9.2(a).

124. Wherefore, Plaintiffs demand judgment in their favor against Defendants, including trebled damages, reasonable attorneys' fees, and other such relief as the Court deems appropriate.

COUNT III: BREACH OF CONTRACT
(All plaintiffs against 246 Associates LLC and Alan Lieberman)

125. Plaintiffs incorporate all preceding paragraphs by reference.

126. Plaintiffs had leases for their apartments with the Owner Defendants.

127. Implied in each lease in Pennsylvania is an implied warranty of habitability.

128. At a minimum, the implied warranty of habitability in a residential lease means that the premises must be safe and habitable.

129. The Owner Defendants had actual notice of the dangerous and defective conditions of Upsal Garden.

130. Despite being notified of these conditions of disrepair, the Owner Defendants consistently and repeatedly failed to make timely, necessary repairs to the building and thereby breached the implied warranty of habitability.

131. In the leases, the Owner Defendants represent to each tenant 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.

132. The Owner Defendants have breached these duties.

133. The Owner Defendants’ breach caused damages to Plaintiffs, including, but not limited to, monies paid that Defendants were not owed.

134. The Owner Defendants’ breach unfairly benefited Defendants.

135. Wherefore, Plaintiffs demand judgment in their favor and against the Owner Defendants, reflecting monies paid by Plaintiffs that were not owed, the value reflecting the difference between the rent Plaintiffs paid and the diminution in value of the unit during their tenancy, for injunctive relief that Owner Defendants make the Property safe and compliant with Philadelphia code; for declaratory relief that Owner Defendants are not entitled to collect rent and recover possession of units at Upsal Garden; equitable disgorgement of illegally collected

rents; and other such relief as the Court deems appropriate and/or other such relief as the Court deems appropriate.

**COUNT IV: UNJUST ENRICHMENT AND DISGORGEMENT
(In the alternative, Plaintiffs v. Defendant REAL Properties Management)**

136. Plaintiffs incorporate all preceding paragraphs by reference.

137. Defendant REAL Properties Management breached their duty to maintain the building by failing to make repairs and allowing the conditions to deteriorate.

138. Defendant REAL Properties Management charged and collected rent from Plaintiffs when no rent was due.

139. Defendant REAL Properties Management was unjustly enriched when they benefited from Plaintiffs but failed to make repairs or follow the law, and because they hold money which belongs in good conscience to Plaintiffs.

140. Wherefore, Plaintiffs demand judgment in their favor and against the Property Managers for restitution damages, equitable disgorgement, and any other relief as the Court deems appropriate.

JURY DEMAND

141. Plaintiffs demand a trial by jury on all appropriate issues.

PRAYER FOR RELIEF

142. WHEREFORE, Plaintiffs respectfully request that this Court:

- i. Certify a class action for each appropriate class;
- ii. Enter judgment in their favor against Owner Defendants, declaring that Owner Defendants violated Philadelphia law, Phila. Code §§ 9-3902-3, and awarding

- damages reflecting monies paid by Plaintiffs that were not due and owing, and other such relief as the Court deems appropriate;
- iii. Enter judgment in their favor against Defendants, declaring that Defendants violated the UTPCPL and award relief including trebled damages, reasonable attorneys' fees and costs, and other such relief as the Court deems appropriate;
 - iv. Enter judgment in their favor against Owner Defendants, declaring that Owner Defendants breached their contract and award damages reflecting monies paid by Plaintiffs that were not due and owing, costs, and other such relief as the Court deems appropriate;
 - v. Enter judgment in their favor against Defendant REAL Properties Management for unjust enrichment and award disgorgement and restitution damages and any other relief as the Court deems appropriate;
 - vi. Order appropriate injunctive relief, including:
 - 1. Directing Defendants to take immediate action to make the property safe;
 - 2. Enjoining Defendants from demanding or collecting rent for any periods for which they were non-compliant with Philadelphia law;
 - 3. Enjoining Defendants from pursuing eviction actions based upon non-payment of rent and any associated fees that became due during any period of non-compliance; and
 - 4. Directing Defendants to make reports to the Court on a regular basis about their efforts to remedy their unlawful practices.
 - vii. Grant such other and further relief as this Court deems just and proper.

Dated: October 31, 2025

Respectfully submitted,

By: /s/ Mary M. McKenzie

Mary M. McKenzie (Pa. Bar No. 47434)

Sara A. Bernstein (Pa. Bar No. 329881)

Madison J. Gray (Pa. Bar No. 330696)

PUBLIC INTEREST LAW CENTER

2 Penn Center, 1500 JFK Blvd., Suite 802

Philadelphia, PA 19102

mmckenzie@pubintl.org

sbernstein@pubintl.org

mgray@pubintl.org

(267) 546-1319

Michael LiPuma (Pa. Bar. No. 74790)

Ava La Placa Obrecht (Pa. Bar No. 336402)

FACE TO FACE LEGAL CENTER

123 E. Price St.,

Philadelphia, PA 19144

michael@facetofacegermantown.org

ava@facetofacegermantown.org

(267) 268-5059

John T. Crutchlow (Pa. Bar No. 201736)

YOUMAN & CAPUTO LLC

Two Logan Square,

100-120 N. 18th St, Ste. 1925

Philadelphia, PA 19103

jcrutchlow@youmancaputo.com

(215) 302-1999

Attorneys for Plaintiffs