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DAWN COLBOURNE,
and all others similarly situated,
1410 72nd Ave., #107
Philadelphia, PA 19126,

CASEY ALLISON,
and all others similarly situated,
6449 Akron St
Philadelphia, PA 19149
and

PORTER GRANT,
and all others similarly situated,
1410 72nd Ave., #202
Philadelphia, PA 19126,

Plaintiffs,

v.

ODIN PROPERTIES LLC
1500 Market St., #3310E,
Philadelphia, PA 19102,

ODIN MANAGEMENT LLC
1500 Market St., #3310E,
Philadelphia, PA 19102

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JUDICIAL DISTRICT OF PHILADELPHIA

Class action complaint

Jury Trial Demanded

COURT OF COMMON PLEAS

PHILADELPHIA COUNTY

CIVIL DIVISION

MARCH TERM, 2025

NO. 1907

CLASS ACTION

FERNROCK APARTMENTS 2 LP
1500 Market St., #3310E,
Philadelphia, PA 19102,

and

PT FERNROCK APARTMENTS
2 LLC,
1500 Market St., #3310E,
Philadelphia, PA,

Defendants.

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
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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.

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FIRST AMENDED CLASS ACTION COMPLAINT—CIVIL ACTION

INTRODUCTORY STATEMENT

1. 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.

2. 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.

3. For months, Odin Properties, one of Philadelphia's largest landlords, violated its obligations under the law, allowing the 71-unit, 3-story Bentley Manor apartment complex in West Oak Lane to remain in unsafe status, all while demanding and collecting rent that Bentley Manor's residents did not owe.

4. This class action, brought by Bentley Manor's working-class renters, seeks to ensure the landlord of Bentley Manor, Odin, is held accountable.

PARTIES

5. Plaintiff Dawn Colbourne is a Philadelphia resident, currently residing at 1410 72nd Avenue, Unit Number 107, Philadelphia, PA 19126. She brings this action on behalf of herself and all those similarly situated.

6. Plaintiff Casey Allison is a Philadelphia resident who formerly resided at 1410 72nd Avenue, Unit Number 217, Philadelphia, PA 19126 until March 31, 2025. He brings this action on behalf of himself and all those similarly situated.

7. Plaintiff Porter Grant is a Philadelphia resident, currently residing at 1410 72nd Avenue, Unit Number 202, Philadelphia, PA 19126. He brings this action on behalf of himself and all those similarly situated.

8. Defendant Odin Properties LLC (“Odin”) is one of Philadelphia’s largest landlords, with a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102. On its website, Odin represents that it operates and manages 40 apartment complexes in Philadelphia, including the Bentley Manor apartment complex located at 1410 72nd Avenue (“Bentley Manor” or the “Property”).

9. Defendant Odin Management LLC (“Odin Management”) has a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102. Upon information and belief, Odin Management provides property management services at Bentley Manor and other Odin-controlled properties, from the leasing of properties, to the collection of rental payments, to the routing of resident maintenance requests.

10. Defendant Fernrock Apartments 2 LP (“Fernrock LP”) is the record owner of Bentley Manor. Fernrock LP maintains a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102. Bentley Manor is one of several multi-family rental properties owned by Fernrock LP.

11. Defendant PT Fernrock Apartments 2 LLC (“Fernrock LLC”) is the general partner of Defendant Fernrock LP and maintains a registered place of business at 1500 Market Street, Suite 3310E, Philadelphia, PA 19102.

FACTS

Odin Properties' Joint Enterprise Owning, Operating, and Managing Bentley Manor

12. Odin “was founded in 2009 to identify and acquire under-performing assets in the Eastern United States.”¹

13. On its website, Odin describes a network of “Odin affiliates” that “own and manage” apartment complexes that Odin describes as its “assets.”² Upon information and belief, at least 1,500 of these apartments are in Philadelphia.

14. Upon information and belief, Fernrock LP, Fernrock LLC, and Odin Management LLC are “Odin affiliates” that “own and manage” Bentley Manor with Odin’s direct participation.

15. Upon information and belief, each of the named defendants is controlled, directly or indirectly, by Defendant Odin’s CEO, Phillip Balderston, and each of the named defendants share a common registered business address.

16. Together, Odin, Odin Management LLC, Fernrock LP, and Fernrock LLC (together, the “Odin Defendants”) jointly operate and manage Bentley Manor with a single, unified business identity.

17. By way of illustration, the rental license of the property states that that the “Owner is Managing Agent.” Ex. A, License (emphasis added).

18. That managing agent is Odin. For example, Odin’s employee, Laquanda Burroughs, with an email address registered on Odin Properties’ domain, executes

¹ See ODIN PROPERTIES, <https://odinproperties.com> (last visited June 18, 2025); *Representative Properties*, ODIN PROPERTIES, <https://odinproperties.com/representative-properties/> (“Below is a selection of Odin’s assets”) (last visited June 18, 2025).

² *Id.*

leases and signs Certificates of Rental Suitability on behalf of the record owner of the Property.

19. Similarly, in communications regarding Bentley Manor's compliance with the Philadelphia Code regarding the unsafe violations related to this action, Jackson Duncan, Odin's senior regional manager, communicated and negotiated with the City of Philadelphia on behalf of the Property's record owner.

20. Moreover, all repair requests and rental inquiries for Bentley Manor are routed through another Fernrock LP-owned, Odin-operated property, Hammond Gardens Apartment Complex, located around the corner from the Property. Indeed, the Property's public phone number is registered to the front office at Hammond Gardens and tenants report visiting Hammond Gardens to request repairs and engage with property management face-to-face.

21. The Bentley Manor website further demonstrates how interwoven these entities are. For example, the Bentley Manor leasing website, used to market Bentley Manor to the public, is listed as being property of Odin Management.³

22. Similarly, the resident services website for Bentley Manor, where Odin alerts residents that they can make rental payments or maintenance requests, is also listed as the property of Odin Management.⁴ That website then provides an Odin email address for technical support ("Hammondleasing@odinprop.com"), which leads back to the Fernrock LP-owned, Odin-operated property, Hammond Gardens.⁵

³ See BENTLEY MANOR APARTMENTS, <https://www.bentlymanorapartments.com> (last visited June 18, 2025).

⁴ See *Welcome to Resident Services*, BENTLEY MANOR APARTMENTS, <http://bit.ly/4I5OWhl> (last visited June 18, 2025).

⁵ *Id.*

Odin Properties' Promises to Tenants

23. At the time of each lease execution with a tenant in Philadelphia, the Odin Defendants' agent represents 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 Ex. B, Certificate of Rental Suitability at 004.

24. The Odin Defendants also promise each tenant that they will ensure their properties are safe.⁶

25. The Odin Defendants also promise tenants that, at a minimum, they will "comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs." See, e.g., Ex. C, Allison Lease at 011.

26. In recent years, however, the Philadelphia Department of Licenses and Inspections has issued hundreds of code violations for conditions at Odin properties, for violations ranging from electrical hazards to deficiencies in fire safety standards.

The Tenancy of Dawn Colbourne

27. In November 2023, Dawn Colbourne, a grandmother with mobility impairments, moved into Bentley Manor. See Ex. D, Colbourne Lease at 053.

28. Over her time in her apartment, Ms. Colbourne has dealt with a number of serious problems, including: leaking around the windows, resulting in flooding in the living room; periodic electricity outages and flickering electricity; security concerns

⁶ ODIN PROPERTIES, <https://odinproperties.com> (last visited June 18, 2025) ("Its lengthy track record of purchasing challenging properties and overhauling them into *safe*, productive, design forward assets that are attainable for renters of all income levels is a source of pride for the Odin team and central to its mission and core values") (emphasis added).

arising from a non-latching, non-locking front door and fire exit doors; filthy common areas; and a broken stove.

29. Ms. Colbourne's rent is subsidized under the Housing Choice Voucher Program administered by the Philadelphia Housing Authority ("PHA"). Ms. Colbourne's monthly rent payment is \$317, with PHA paying a monthly \$968 subsidy. *Id.*

30. In December 2024, and January, February, March, and April 2025, the Odin Defendants repeatedly told Ms. Colbourne that her rent was due, charged Ms. Colbourne for rent, and demanded that Ms. Colbourne pay rent.

31. In response to these representations and demands, Ms. Colbourne paid—and the Odin Defendants collected—rent in the amount of \$1,268.

32. As explained below, however, between December 14, 2024 and April 26th, 2025, no rent was owed to the Odin Defendants at all.

The Tenancy of Casey Allison

33. In June 2022, Casey Allison, a Philadelphia police officer, moved into Bentley Manor, where he resided with his pregnant fiancé until vacating the unit on March 31, 2025.

34. Over his time in his apartment, Mr. Allison dealt with a number of serious problems, including: a three-month-long leak stemming from a crumbling windowsill, leading to standing water, flooding, and a degrading wall in his living room; water intrusion leading to water damage, mold, and mildew throughout the unit's ceiling and walls; and periodic electricity outages and flickering electricity.

35. Mr. Allison's monthly rent was \$1,352. Ex. C at 006.

36. In December 2024, and January, February, and March 2025, the Odin Defendants represented to Mr. Allison that his rent was due, charged Mr. Allison for rent, and demanded that Mr. Allison pay rent.

37. In those same months, on occasions when Mr. Allison failed to timely pay that rent, the Odin Defendants repeatedly told him via text message that “your rent is past due,” charged him late fees, and told him that he needed to pay “to avoid additional late fees.”

38. In response to these representations and demands, Mr. Allison paid—and the Odin Defendants collected—rent and late fees in the amount of \$2,704.

39. As explained below, however, between December 14, 2024 and April 26, 2025, no rent and no late fees were owed to the Odin Defendants at all.

The Tenancy of Porter Grant

40. In June 2022, Porter Grant, a SEPTA transit operator, moved into Bentley Manor with his partner and two sons.

41. Over his time in his apartment, Mr. Grant has dealt with a number of serious problems, including: recurring leaks in the bathroom, leading to flooding, standing water, and a water-logged bathroom ceiling; chronic infestations of cockroaches and rodents throughout the unit, with at least one cockroach infestation nesting in the closet; inconsistent heating and heating outages; filthy hallways; and, improperly sealed windows, which expose him and his family to the elements.

42. Mr. Grant’s monthly rent is \$1,274. Ex. E, Grant Lease at 073.

43. In December 2024, and January, February, March and April 2025, the Odin Defendants represented to Mr. Grant that his rent was due, charged Mr. Grant for rent, and demanded that Mr. Grant pay rent.

44. In those same months, on occasions when Mr. Grant failed to timely pay that rent, the Odin Defendants repeatedly told him that “your rent is past due,” charged him late fees, and told him that he needed to pay “to avoid additional late fees.”

45. In response to these representations and demands, Mr. Grant paid—and the Odin Defendants collected—rent and late fees in the amount of \$3,010.

46. As explained below, however, between December 14, 2024 and April 26, 2025, no rent and no late fees were owed to the Odin Defendants at all.

Odin’s Failures at Bentley Manor

47. Bentley Manor is an aging building constructed in 1962, with approximately 71 sets of renters with little power and few resources, each of whom has leases with the Odin Defendants that they were required to execute without having had any ability to choose any of the terms or negotiate over their content.

48. There have been longstanding, serious, unsafe, building-wide conditions at Bentley Manor, resolved only after the filing of this action.

49. In November 2021, an inspector from the Philadelphia Department of Licenses and Inspections (“L&I” or the “Department”) visited Bentley Manor and issued nine violations, for issues related to fire safety, electrical hazards, plumbing system failures, pest infestation and non-latching doors. Ex. F, Violation No. CF-2021-112747 at 135-39.

50. In March 2022, four months after the violations were issued, L&I marked them as resolved.

51. In August 2023, L&I visited Bentley Manor again and issued five violations of the fire code.

52. In January 2024, L&I inspected Bentley Manor and marked the fire code violations as failed.

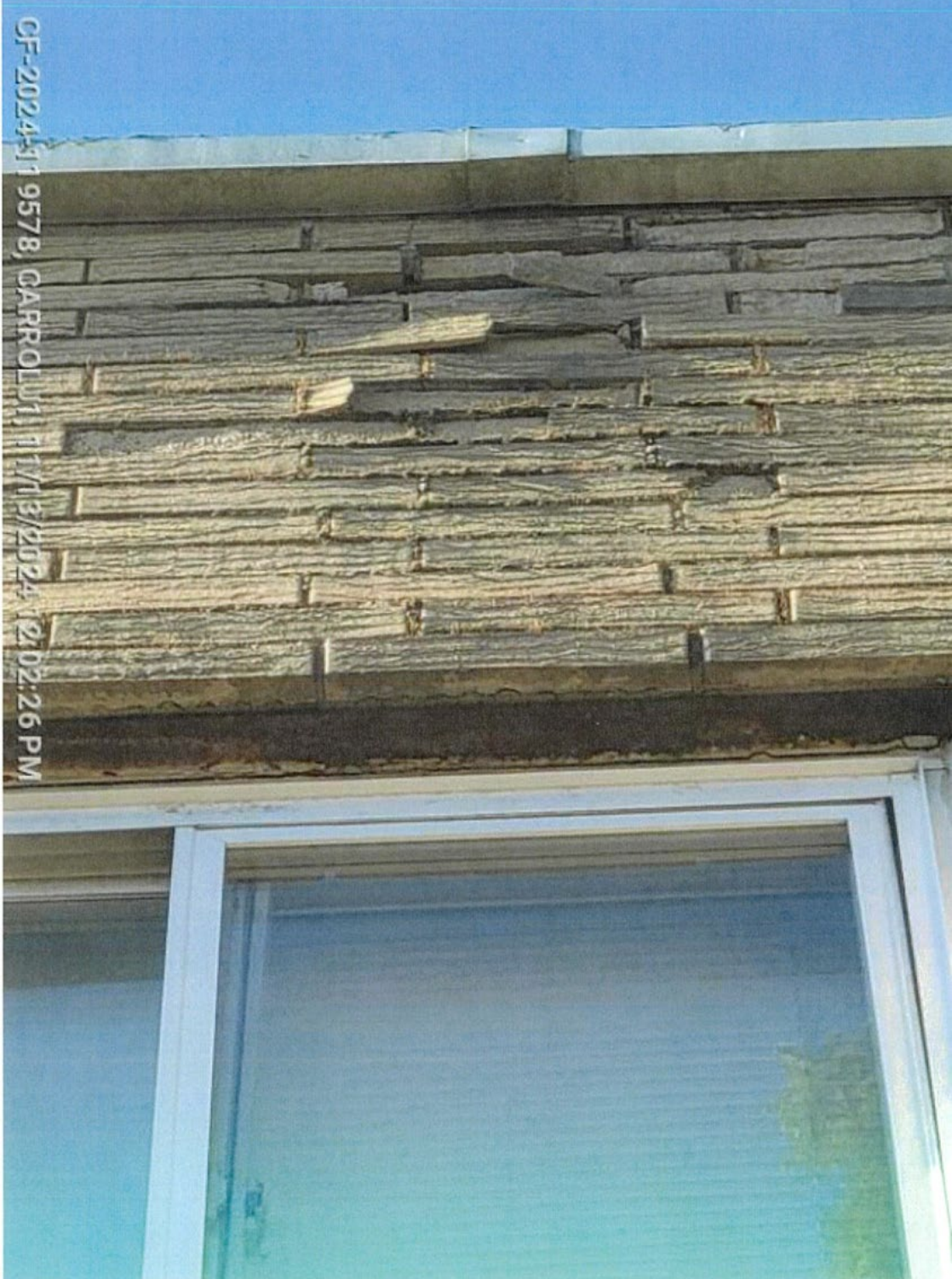
53. In February 2024, five and half months after the fire code violations were issued, L&I marked them as resolved.

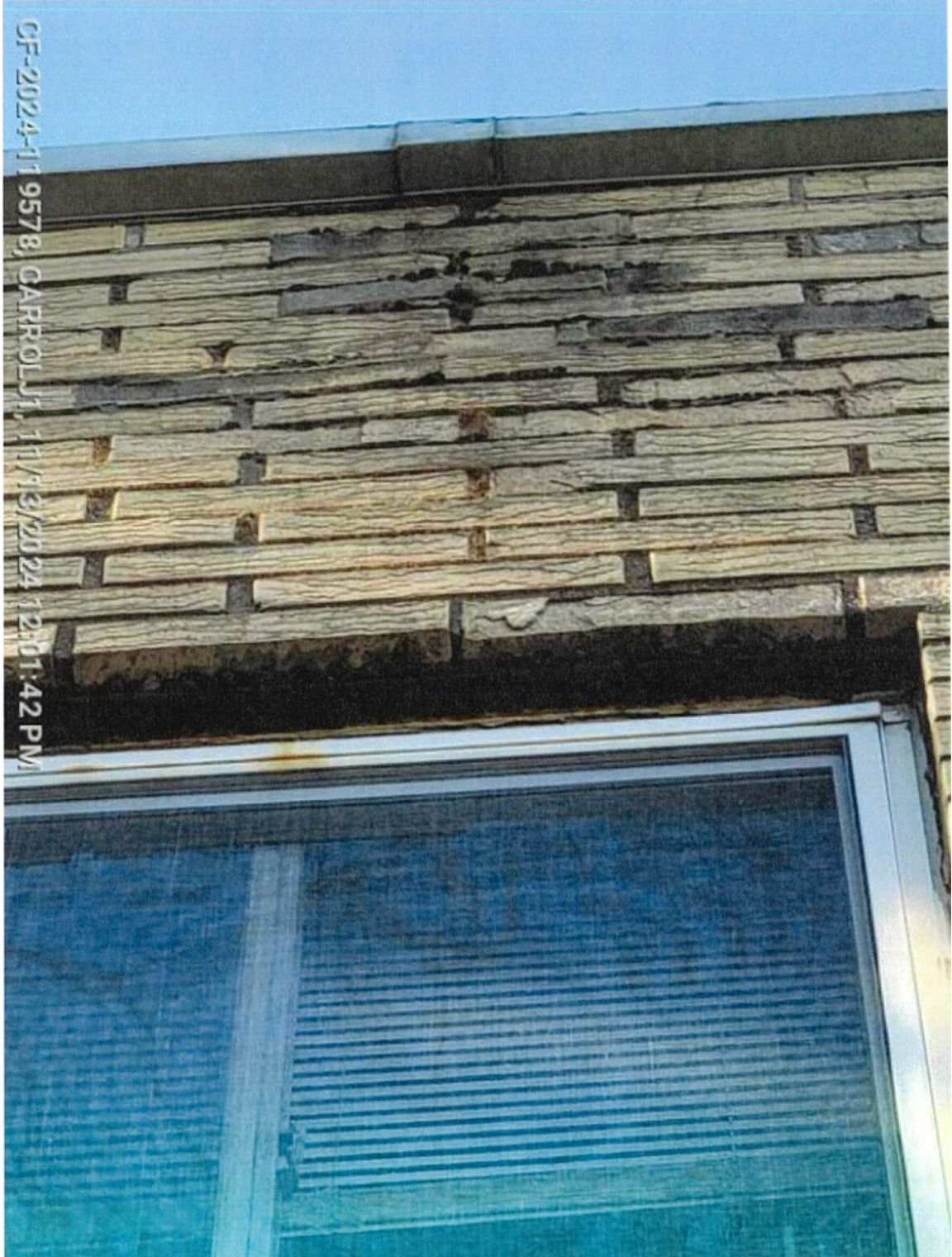
54. In November 2024, L&I visited Bentley Manor and issued seven code violations related to fire safety, non-latching doors, non-working emergency lighting, and failure to maintain exterior walls and roof as weather resistant and watertight. Ex. G, Violation No. CF-2024-118537 at 141-45.

55. While L&I would eventually mark these violations as resolved in December 2024, that inspection revealed deficiencies with the building's structure, including decaying, loose bricks; crumbling masonry; and a leaning parapet, each of which created a serious risk of injury to the inhabitants of the building.

56. Accordingly, on November 14, 2024, L&I issued another Notice of Violation declaring the property an "unsafe structure" due to dangerous conditions, including "loose and missing bricks" and a "leaning parapet." Ex. H, Violation No. CF-2024-119578 at 146.

57. L&I's inspection photos include examples of the building's structural deficiencies and dangers, including bricks dislodged at a nearly 45-degree angle from the building:





58. In the Notice of 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 12/18/24 the Department will act as soon as reasonably possible **to vacate and/or demolish the unsafe structure,**” and directed the Odin Defendants to obtain a make-safe permit and obtain the services of a licensed professional engineer to make the structure safe. Ex. H, Violation No. CF-2024-119578 at 146 (emphasis added).

59. The Odin Defendants did not appeal this Notice of Violation.

60. The Odin Defendants did not make the repairs by December 18, 2024. In fact, for months, the Odin Defendants failed to make substantial efforts to make the property safe.

61. The Odin Defendants did not so much as begin to make repairs to the property until on or around March 20, 2025, more than four months after the violation was issued.

62. All told, the Odin Defendants allowed the property to remain in unsafe status for over five months, until April 26, 2025.

63. At the same time, long-known related and unrelated problems at the building continued to impact residents, some of which have likely led to the structural safety hazards that developed on the exterior of the building. Windows were unsealed, causing rusting of lintels and allowing water intrusion; mold appeared on the exterior of the building; exterior doors—cited multiple times over recent years—were again non-locking and non-latching; the building’s common spaces remained filthy; and residents

continued to experience periodic electricity outages and flickering without explanation by the Odin Defendants.

64. After the filing of this action, the Odin Defendants began to repair the building in the manner that statute and their leases require.

Requirements to Rent Properties in the City of Philadelphia

65. As of December 14, 2024, Bentley Manor's condition rendered the Odin Defendants ineligible to collect rent.

66. 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.

67. First, to collect rent under local law, a landlord must be licensed, and "[n]o person shall collect rent with respect to any property that is required to be licensed . . . unless a valid rental license has been issued for the property." Phila. Code § 9-3902(1)(a).

68. Second, 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).

69. Section § 9-3903 of the Philadelphia Code requires that prior to a tenancy, a landlord "shall . . . 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).

70. 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).

71. Third, to collect rent under local law, the 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).

72. 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 in non-compliance with the law. Phila. Code § 9-3903(d).

73. The failure to comply with the Certificate of Rental Suitability or License 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).

74. Philadelphia law provides a private right of action to tenants to enforce the Certificate of Rental Suitability and License provisions of the Philadelphia Code. Phila. Code § 9-3901(4)(f).

Bentley Manor Failed Philadelphia Standards

75. In failing to comply with the Philadelphia code requiring that all Philadelphia tenants have a right to a safe and habitable home, the Odin Defendants

threatened the health, safety, and general welfare of Plaintiffs and the proposed classes.

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

77. To wit, the Odin Defendants were notified on November 14, 2024 by L&I that Bentley Manor was unsafe to the point that it could need to be vacated, because it was in a “condition of immediate danger or hazard to health safety and welfare” of its residents. Ex. H at 146.

78. The Odin Defendants did not appeal that violation.

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

80. The Odin Defendants did not obtain the required Make Safe permit until March 8, 2025, nearly four months after the issuance of the Notice of Violation.

81. The Odin Defendants allowed the property to remain in unsafe status for over five months, until April 26, 2025.

82. Further, the Odin Defendants’ license expired on February 28, 2025.

83. The Odin Defendants obtained a rental license on March 18, 2025, but the property remained in unsafe status, and in non-compliance with the City’s certificate of rental suitability law. For example, as recently as April 17, 2025, public records from L&I demonstrated that a Certificate of Rental Suitability could not be obtained for the Property because “[t]here are unresolved violations on the property address that was entered.” Ex. I, eClique April 17 at 151 .

84. As a result of this failure, the Odin Defendants were not permitted to charge or collect the rent of their tenants beginning on December 14, 2024 through the date that the repairs were completed: April 26, 2025.

85. Nevertheless, the Odin Defendants charged and collected rent from Plaintiffs and other tenants in December 2024, and in January, February, March, and April 2025.

86. Odin also put tenants on notice that the failure to pay them rent—even though they were owed none—would mean tenants would face eviction proceedings.

87. For example, despite Odin's knowledge of the violation, in or around mid-December 2024, the Odin Defendants announced, via a written notice on Odin letterhead placed on each tenant's door, a building-wide eviction policy whereby any tenant with rental arrears in excess of \$1,000 by the 20th day of any future month would be subject to an eviction action.

88. Odin followed through on its threats. During and after the non-compliance period, the Odin Defendants have continued to file evictions seeking rent that became due during the non-compliance period. *See, e.g.*, Phila. Mun. Ct. Dkt., LT-25-01-10-4330; LT-25-01-21-5320; LT-25-05-01-3036.

89. For each of these eviction filings, the Odin Defendants posted the eviction complaint in plain view of the other tenants of the Property on the front door of the tenant's unit in the Property.

90. Meanwhile, even after this lawsuit was filed, the Odin Defendants have continued to demand rent and late fees during the periods in which they had no right to collect rent from their tenants.

CLASS ACTION ALLEGATIONS

91. Plaintiffs incorporate all preceding paragraphs by reference.

92. 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.

93. The Class is defined as: All persons who leased a rental unit at Bentley Manor during the period between December 14, 2024 and April 26, 2025—the date that Bentley Manor’s unsafe violation was resolved by L&I and the property had a valid Certificate of Rental Suitability and License (the “Noncompliance Period”).

94. The Monetary Damages Subclass is defined as: All persons who leased a rental unit at Bentley Manor during the Noncompliance Period and paid rent charged by Odin Defendants during the Noncompliance Period.

95. The Unfair Debt Collection Subclass is defined as: All persons who leased a rental unit at Bentley Manor during the Noncompliance Period and paid late fees or allegedly past due rent charged by Odin Defendants during that Noncompliance Period.

96. The class is so numerous that joinder of all members is impracticable. Bentley Manor has 71 units and each tenant will have several of the same causes of action stemming from the same operative facts and law.

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

a. Whether Defendants demanded and collected rent for periods when they were non-compliant with Philadelphia law, Phila. Code §§ 9-3902-3;

b. Whether Defendants were non-compliant with Philadelphia law between December 14, 2024 and April 26, 2025, Phila. Code §§ 9-3902-3;

- c. Whether Defendants exposed class members to unsafe, hazardous conditions at Bentley Manor;
- 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.

98. The common questions set forth above are building-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.

99. 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.

100. Plaintiffs will fairly and adequately protect the interests of the class. They each are or were Bentley Manor tenants, received the demand to pay rent as other class members, and paid rent and/or late fees as other class members.

101. 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.

102. 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).

103. Hausfeld LLP is a global law firm that represents plaintiffs in class actions and other complex litigation across several practice areas. The firm and its attorneys are currently serving in court-appointed leadership positions in dozens of complex cases across the country involving economic and social justice issues. *See, e.g., Anaya v. Cencora, Inc.*, No. 24-cv-2961 (E.D. Pa.) (class action involving more than one million

class members whose personal healthcare information was compromised in a data breach); *In re Generic Pharm. Pricing Antitrust Litig.*, No. 16-mdl-2724 (E.D. Pa.) (multidistrict litigation alleging dozens of pharmaceutical companies agreed to fix prices of more than 100 generic drugs).

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

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

106. 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.

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

108. 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 all defendants)**

109. Plaintiffs incorporate all preceding paragraphs by reference.

110. The Odin Defendants violated Philadelphia's Certificate of Rental Suitability law, Phila. Code § 9-3903, by failing to maintain Bentley Manor in a fit,

habitable manner and by failing to repair serious, unsafe, unappealed violations within thirty days.

111. As a result of their failure, the Odin Defendants had no legal right to charge or collect Plaintiffs' rent during the period between December 14, 2024 and April 26, 2025—the date that Bentley Manor's unsafe violation was resolved by L&I.

112. In fact, the Odin Defendants demanded and collected rent and late fees from Plaintiffs in December 2024, and January, February, March, and April 2025.

113. The Odin Defendants collected illegal rent payments or late fees, to the detriment of Plaintiffs and other tenants.

114. The Odin Defendants' conduct caused Plaintiffs to live in an unsafe property, in violation of the law.

115. The Odin Defendants' conduct caused Plaintiffs to suffer economic loss, including by paying rent the Odin Defendants had no right to collect.

116. 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).

117. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, for monetary damages; declaratory relief that Defendants were non-compliant with Philadelphia Code § 9-3903 between December 14, 2024 and April 26, 2025 and not entitled to collect rent and recover possession of units at Bentley Manor; equitable disgorgement of illegally collected rents; and other such relief as the Court deems appropriate.

**COUNT II: VIOLATION OF PHILADELPHIA RENTAL LICENSE LAW
(All plaintiffs against all defendants)**

118. Plaintiffs incorporate all preceding paragraphs by reference.

119. Bentley Manor's rental license expired on February 28, 2025, and L&I did not issue Odin a new rental license until March 18, 2025.

120. The Odin Defendants' failure to maintain a license meant that, between February 28, 2025 and March 18, 2025, they were deprived of "the right to . . . collect rent during or for the period of noncompliance." Phila. Code § 9-3901(4)(e).

121. As a result of their failure to maintain a license, the Odin Defendants had no legal right to charge or collect Plaintiffs' rent or late fees for the period between February 28, 2025 and March 18, 2025. Phila. Code § 9-3901(4)(e).

122. In fact, the Odin Defendants demanded and collected rent from Ms. Colbourne in March 2025, and upon information and belief they demanded and collected back rent and late fees for March 2025 rent from Mr. Casey and Mr. Allison.

123. The Odin Defendants collected this illegal rent, to the detriment of Plaintiffs.

124. The Odin Defendants' conduct caused Plaintiffs to continue to live in an unsafe property, in violation of the law.

125. The Odin Defendants' conduct caused Plaintiffs to suffer economic loss, including by paying rent Odin had no right to collect.

126. Philadelphia Code provides a private right of action to tenants to enforce the Philadelphia rental license law. Phila. Code § 9-3901(4)(f).

127. Wherefore, Plaintiffs demand judgment in their favor and against Defendants, for monetary damages; declaratory relief that Defendants were non-compliant with Philadelphia Code § 9-3902 as of February 28, 2025, and not entitled to collect rent and recover possession of units at Bentley Manor, from that date and until

March 18, 2025; equitable disgorgement of illegally collected rents; and, other such relief as the Court deems appropriate.

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

128. Plaintiffs incorporate all preceding paragraphs by reference.

129. 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).

130. The UTPCPL applies to rental transactions.

131. At all times relevant, the Odin 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.

132. At the time of each lease with a tenant in Philadelphia, the Odin Defendants’ agent 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. B, Certificate of Rental Suitability.

133. The Odin Defendants also promise to each tenant that they will ensure their properties are safe.⁷

⁷ See ODIN PROPERTIES, <https://odinproperties.com> (last visited June 18, 2025).

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

135. The Odin Defendants also promise to each tenant that they will “comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs.” *E.g.*, Ex. C, Allison Lease at 011; see *a/so* Ex. D, Colbourne Lease at 057.

136. The Odin Defendants were failing to comply with Philadelphia law. As a consequence, Bentley Manor was unsafe, and in December 2024, and January, February, March, and April 2025, the Odin Defendants demanded rent that was not owed.

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

138. 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.

139. 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;

- 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).

140. Plaintiffs believed the Odin 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.

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

142. 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).

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

144. 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 IV: BREACH OF CONTRACT
(All plaintiffs against all defendants)

145. Plaintiffs incorporate all preceding paragraphs by reference.

146. Plaintiffs had leases for their apartments with the Odin Defendants.

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

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

149. The Odin Defendants had actual notice of the dangerous and defective conditions of Bentley Manor.

150. Despite being notified of these conditions of disrepair, the Odin Defendants consistently and repeatedly failed to make timely, necessary repairs to the building, and Plaintiffs' units therein, and thereby breached the implied warranty of habitability.

151. The Odin Defendants also represent to each tenant that, at a minimum, they will "comply with applicable federal, state, and local laws regarding safety . . . and make all reasonable repairs." *E.g.*, Ex. C, Allison Lease at 011; *see also* Ex. D, Colbourne Lease at 057.

152. The Odin Defendants have breached these duties.

153. The Odin Defendants' breach caused damages to Plaintiffs, including, but not limited to, monies paid that Defendants were not owed.

154. The Odin Defendants' breach unfairly benefited Defendants.

155. Wherefore, Plaintiffs demand judgment in their favor and against 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, and/or other such relief as the Court deems appropriate.

**COUNT V: VIOLATION OF PENNSYLVANIA FAIR CREDIT EXTENSION
UNIFORMITY ACT
(Casey Allison and Porter Grant against all defendants)**

156. Plaintiffs incorporate all preceding paragraphs by reference.

157. The past due money demanded by the Odin Defendants constitute debts under the Pennsylvania Fair Credit Extension Uniformity Act (FCEUA), in that they result from a “lease [of] real or personal property for personal, family or household purposes.” 73 P.S. § 2270.3.

158. The Odin Defendants’ communications demanding rent, late fees, and statements alleging Plaintiffs were past due on rent constitute communications under the FCEUA.

159. The Odin Defendants, as persons to whom a debt is owed, are creditors.

160. The Odin Defendants “engage[d] in . . . conduct the natural consequence of which [wa]s to harass, oppress or abuse [Plaintiffs] in connection with the collection of a debt,” 73 P.S. § 2270.4(b)(4), “use[d] . . . false, deceptive [and] misleading representation or means in connection with the collection of [a] debt,” *id.* § (b)(5), and “use[d] unfair or unconscionable means to collect or attempt to collect any debt” by numerous methods, *id.* § (b)(6), including, but not limited to demanding rent that was not owed and demanding charges incidental to any rent obligation that were not expressly permitted by the lease or permitted by law.

161. Plaintiffs suffered actual damages as a result of the Odin Defendants’ actions, including improper payments made to Defendants.

162. The FCEUA provides for trebled damages, statutory damages, and reasonable attorneys' fees.

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

**COUNT VI: UNJUST ENRICHMENT AND DISGORGEMENT
(In the alternative, Plaintiffs v. Odin Properties LLC and Odin Management LLC)**

164. Plaintiffs incorporate all preceding paragraphs by reference.

165. Odin Properties LLC and Odin Management LLC (the "Property Managers") charged and collected rent from Plaintiffs when no rent was due.

166. The Property Managers breached their duty to maintain the building when they failed to make repairs and allowed the conditions to deteriorate.

167. The Property Managers were 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.

168. 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

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

PRAYER FOR RELIEF

170. WHEREFORE, Plaintiffs, respectfully request that this Court:

- i. Certify a class action for each appropriate class;

- ii. Enter judgment in their favor against Defendants, declaring that 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 other such relief as the Court deems appropriate;
- iv. Enter judgment in their favor against Defendants, declaring that Defendants violated the FCEUA and award relief including trebled damages, reasonable attorneys' fees, and other such relief as the Court deems appropriate;
- v. Enter judgment in their favor against Defendants, declaring that 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;
- vi. Enter judgment in their favor against Defendant Odin Properties LLC and Odin Management LLC for unjust enrichment and award disgorgement and restitution damages and any other relief as the Court deems appropriate;
- vii. Order appropriate injunctive relief, including:
 - 1. Enjoining Defendants from demanding or collecting rent for any periods for which they were non-compliant with Philadelphia law;
 - 2. Enjoining Defendants from pursuing eviction actions based upon non-payment of rent or late fees that became due during any period of non-compliance; and

3. Directing Defendants to make reports to the Court on a regular basis about their efforts to remedy their unlawful practices.
- viii. Grant such other and further relief as this Court deems just and proper.

Dated: June 18, 2025

Respectfully submitted,

By: /s/ Daniel Urevick-Ackelsberg
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VERIFICATION

The undersigned verifies that the language of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Date: 06/17/2025



Casey Allison (Jun 17, 2025 17:25 EDT)

VERIFICATION

The undersigned verifies that the language of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Date: 06/18/2025



Dawn Colbourne (Jun 18, 2025 06:22 EDT)

VERIFICATION

The undersigned verifies that the language of the document is that of counsel based upon information furnished to and gathered by counsel and, to the extent the Complaint is based upon information provided to counsel by the undersigned, the facts are true and correct to the best of the undersigned's knowledge, information and belief.

This verification is made subject to the penalties of 18 Pa.C.S. 4904 relating to unsworn falsification to authorities.

Date: 06/17/2025

PG

PG (Jun 17, 2025 20:44 EDT)
