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2014

### Complaint, Perea et al. v. Granville Terrace Mutual Ownership Trust et al., Docket No. 1:14-cv-08032 (Northern District of Illinois 2014)

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**IN UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

DULCE PEREA, and	)	
MARTHA PEREA,	)	
	)	
Plaintiffs,	)	No. 14-cv-8032
v.	)	Judge:
	)	
GRANVILLE TERRACE MUTUAL	)	
OWNERSHIP TRUST No. R-705, and	)	
HALLMARK AND JOHNSON	)	
PROPERTY	)	
MANAGEMENT, LTD. et. al	)	<b>Jury Trial Requested</b>
	)	
Defendants,	)	

**COMPLAINT**

THE PLAINTIFFS, Dulce Perea (“Dulce”) and Martha Perea (“Martha”), (and sometimes the “Perea Sisters”) by their attorney, J. Damian Ortiz and the Senior Law Students of The John Marshall Law School Fair Housing Legal Clinic, complain of Defendants, Granville Terrace Mutual Ownership Trust No. R-705 (“Granville”) and Hallmark and Johnson Property Management, Inc. (“Hallmark” and sometimes “The Defendants”) as follows:

**I. JURISDICTION**

1. This action is brought pursuant to the Fair Housing Act of 1968, as amended, 42 U.S.C. §§3601 *et. seq.*, §3604 (f)(1), (f)(2), and (f)(3)(B).
2. Jurisdiction is conferred on this court by 28 U.S.C. §1331, 28 U.S.C. §1367, and 42 U.S.C. §3613.
3. Venue is proper in the Northern District of Illinois, Eastern Division since

both plaintiffs Dulce Perea and Martha Perea, and all of the Defendants reside within the boundaries thereof.

## II. PARTIES

4. Plaintiff, Dulce Perea, is an elderly-female person with a disability, who requires the use of a wheelchair to ambulate.

5. Plaintiff, Dulce Perea, is the owner of and resides at 6149 N. Wolcott Apt. 5B, 60631, City of Chicago, County of Cook, Illinois (“Unit”).

6. Plaintiff, Martha Perea is an elderly-female person with a disability, who requires the use of a wheelchair to ambulate.

7. Plaintiff, Martha Perea is the sister of Dulce Perea and resides with her sister in the unit.

8. Defendant, Granville Terrace Mutual Ownership Trust No. R-705, (“Cooperative”) on information and belief is a Cooperative under the Illinois Business Organizations Act. The Cooperative has a fiduciary duty to its shareholders through its board of directors (“Board”).

9. Defendant, Hallmark and Johnson Property Management, Inc., is registered as an Illinois corporation and is located at 6160 North Cicero Avenue, Suite 620, Chicago, IL 60646-4395. Defendant, Hallmark is the property management company hired by the Board.

## III. FACTS

10. Dulce Perea is an 82-year-old retired schoolteacher who owns and resides at the unit which is located on the fifth floor.

11. Martha Perea is an 86-year-old disabled woman who resides in the same unit, with her sister Dulce, located on the fifth floor.

12. Dulce Perea supports her sister Martha Perea financially and the Perea sisters have resided together for over 50 years.

13. The unit is located in a cooperative building located at 6149 N. Wolcott Ave., Chicago, IL 60660.

14. The Perea sisters are elderly and disabled and both require the use of a wheelchair to ambulate and can only access their fifth floor unit through the use of the elevator.

15. Beginning on or about October of 2013 the Perea sisters experienced intermittent shutdowns of the elevator and reported the shutdown to the building maintenance personnel employed by Hallmark.

16. On or about June 26, 2014 the Perea sisters again experienced an elevator outage and were confined to their unit.

17. The Perea Sisters contacted Ms. Garcia, an attorney and friend of the family, and asked her to contact the building maintenance personnel to resolve the issue.

18. Ms. Garcia contacted Defendant's agent Mr. Cloud, on June 26, 2014 and told him that the elevator was not operable. Ms. Garcia informed Mr. Cloud that the Perea sisters were elderly and disable and required the use of the elevator for safe ingress and egress to their unit. Ms. Garcia demanded that Mr. Cloud repair the elevator so the Perea sisters could get in and out of the unit.

19. On June 26, 2014 Ms. Garcia contacted Mr. Robert Garibaldi, CPM, Vice President, Senior Property Manager. Ms. Garcia further informed Mr. Giribaldi that she

had left a message with the property management office requesting that they contact Ms. Garcia immediately so that the elevator issue may be resolved. She further informed Mr. Giribaldi that the various features of Hallmark's website which were listed to contact the property management office to request repairs failed to work.

20. On the weekend of July 4, 2014, the elevator providing access to the unit was not working.

21. The Perea sisters had been out of the building and came back to find that they were unable to access their unit due to the elevator outage.

22. The Perea sisters again contacted Ms. Garcia for help, who then attempted to reach Hallmark. When Ms. Garcia contacted Hallmark by phone she was informed that Mr. Garibaldi, the senior property manager, was out of town for the weekend.

23. Mr. Garibaldi had not assigned a replacement for the weekend to handle the maintenance calls.

24. Ms. Garcia tried contacting Mr. Garibaldi directly but was only able to leave voice messages.

25. The fire department was dispatched and was able to get the Perea sisters into their unit, however, once inside the sisters were confined to their unit the entire weekend.

26. The elevator remained broken until July 7, 2014.

27. On July 9, 2014 Ms. Garcia sent another email to both Mr. Cloud and Mr. Giribaldi outlining the elevator outages and informing them that the Perea sisters are within their rights in requesting prompt repair to the elevator. In this correspondence Ms.

Garcia asked that the property managers provide a plan for the continued operation of the elevator.

28. On July 15, 2014 Ms. Garcia again sent an email to Mr. Cloud and Mr. Girabaldi. She informed them that the elevator was again inoperable. She requested a “*reasonable accommodation*” so that the Perea sisters would be able to have full access to the building and their unit. Ms. Garcia further informed them if the reasonable accommodation was not provided they would be in violation of fair housing laws and the Perea sisters would seek legal recourse. When the elevator is out the Perea sisters are unable to access their unit and when they are in their unit during an outage there is no way for them to leave the building.

29. The Perea sisters are elder and in poor health. The elevator outages have caused a great deal of stress, anxiety, and increase to their health problems.

30. Both sisters take medication, which cannot be properly administered when they are unable to access the unit.

31. Although repeatedly requested to do so in oral and written requests, Hallmark and its agents have not engaged in any dialogue, discussion or negotiation of a reasonable accommodation related to the Perea sisters’ disability.

32. As a direct consequence of Defendants discriminatory actions Plaintiffs have suffered and continue to suffer consequential, emotional and financial damages.

**COUNT I**  
**HANDICAPPED DISCRIMINATION UNDER 42 U.S.C. §3604(f)(3)(B)**

33. The Perea sisters restate and reallege paragraphs 1 thru 32 of this Complaint as though the same were fully set forth and pleaded herein.

34. The actions of defendants in discriminating against the Perea sisters in refusing to make reasonable accommodations in rules, policies, practices, or services to afford the Perea sisters equal opportunity to use and enjoy their dwelling based on the disability of the Perea sisters constitutes discrimination on the basis of handicap in violation of the Fair Housing Act as Amended, 42 U.S.C. § 3604 (f)(3)(B).

**COUNT II**  
**BREACH OF FIDUCIARY DUTY**

35. The Perea sisters restate and reallege paragraphs 1 thru 34 of this Complaint as though the same were fully set forth and pleaded herein.

36. That at all times relevant, the Defendants are in a fiduciary relationship with its owners/members including the Perea sisters.

37. That the Cooperative Board is responsible, as principal for the acts of its agents.

38. That the Defendants have breached their fiduciary duty to the Perea sisters by failing to discharge the duties owed to the Perea sisters and further by refusing to make reasonable accommodations in rules, policies, practices, or services to afford the Perea sisters equal opportunity to use and enjoy their dwelling.

39. That the Defendants breached their duty by failing to make provide the requested reasonable accommodation and make necessary and mandatory repairs to the elevator.

WHEREFORE, Plaintiffs request that this court enter judgment for Plaintiffs and against the defendants as follows:

A. Find that as a direct and proximate cause of Defendant's breach of the fiduciary duty, the Perea sisters suffered injuries, sustained emotional distress,

embarrassment and other compensatory injuries, and continue to suffer emotional distress, embarrassment and other injuries.

B. Award compensatory damages; punitive damages; and attorney's fees and costs; and any such additional relief that this Court deems just and proper.

**COUNT III**  
**INJUNCTIVE RELIEF**

41. The Perea sisters restate and re-allege paragraphs 1 through 39 of this Complaint as though the same were fully set forth and pleaded herein.

42. The actions of defendants in injuring the Perea sisters including but not limited to being barred from the full enjoyment of the premises as guaranteed by the Fair Housing Act, will continue until and unless the court enters an injunction on behalf of the Perea sisters.

**WHEREFORE**, Plaintiffs request that this court enter judgment for Plaintiffs and against the defendants as follows;

A. Temporary, Preliminary, and Permanent Injunctive relief requiring the defendants to make repairs to the elevator in a reasonable time;

B. Award Compensatory Damages; Punitive damages; and Attorney's fees and costs; and any such additional relief that this Court deems just and proper.

**Respectfully Submitted,**

  
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One of Plaintiff's Attorneys

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