

CARMELLA HOLLOWAY,
3334 West Highland Boulevard, #1207
Milwaukee, WI 53208,

STACY REAM,
3334 West Highland Boulevard, #1108
Milwaukee, WI 53208,

SANDRA EAGLE,
3334 West Highland Boulevard, #413
Milwaukee, WI 53208,

CHARLENE BELL,
3334 West Highland Boulevard, #1107
Milwaukee, WI 53208,

-and-

RICKEY WRIGHT,
3334 West Highland Boulevard, #1001
Milwaukee, WI 53208,

*On Behalf Of Themselves And
All Others Similarly Situated,*

Plaintiffs,

v.

HOUSING AUTHORITY OF
THE CITY OF MILWAUKEE,
809 North Broadway, 3rd Floor
Milwaukee, WI 53202

Defendant.

Case No.: _____

Case Codes: 30301, 30405, 35002

COMPLAINT

By and through their attorneys, Barton Cerjak S.C., Plaintiffs Carmella Holloway, Stacy Ream, Sandra Ego, Charlene Bell, and Rickey Wright (together, “Plaintiffs”), on behalf of themselves and all others similarly situated, allege and state as follows for their Class Action Complaint against Defendant Housing Authority of the City of Milwaukee:

OVERVIEW

1. Residents of College Court have been facing, and suffering through, an infestation of bedbugs and rodents for far too long.

2. The time has come for the Housing Authority of the City of Milwaukee (“HACM”), which manages College Court, to address the problem, or for rent to be abated consistent with State law.

3. In this action, a group of tenants, on behalf of themselves and those similarly situated, seek to ensure that their homes are maintained in a habitable and tenantable manner as required by law.

4. These tenants now ask this Court to simply hold HACM to the very basic standard required of every other landlord in our City.

JURISDICTION AND VENUE

5. This Court has personal jurisdiction over HACM pursuant to Wis. Stat. §§ 801.05(1)(d) and (6) because, *inter alia*, HACM is engaged in substantial, non-isolated activities within this State and this case concerns rental property and conditions located within this State.

6. Venue is proper in Milwaukee County pursuant to Wis. Stat. §§ 801.50(2)(a), (b) & (c) because it is the County where Plaintiffs’ and the Class’s claims arose, the real property

which is the subject of the claims is situated, and Defendant conducts substantial business through their redevelopment and marketing of real property.

THE DEFENDANT: HACM

7. Defendant HACM is a body politic and corporate of the State of Wisconsin created under and pursuant to Wis. Stat. § 66.1201.

8. HACM is the second-largest landlord in the City of Milwaukee, controlling, by some estimates, over four-to-five thousand units in the City.

9. One of the buildings HACM manages is College Court, which has an address of 3334 West Highland Boulevard, Milwaukee, WI 53208, and is located between North 33rd Street and North 35th Street on West Highland Boulevard.

10. The College Court complex consists of two towers, an East Tower and a West Tower.

Image 1 - College Court



11. For over a year, scores of news reports have documented the consistent infestation and other problems residents of College Court have faced, the complaints they have made, and the actions they have tried to take to remedy the longstanding infestation situation:

- *Residents Continue to Raise Complaints About Living Conditions in Housing Authority of the City of Milwaukee Properties*, Spectrum News 1, Aug. 29, 2023, <https://spectrumnews1.com/wi/milwaukee/news/2023/08/29/renters-unhappy-with-conditions-at-housing-authority>;
- *Milwaukee Housing Authority Could Be Regulated by the City Vs. Itself*, Fox6, Sep. 24, 2023, <https://www.fox6now.com/news/milwaukee-housing-authority-could-be-regulated-by-the-city-vs-itself>;
- *Milwaukee Public Housing Tenants Seek Removal of Housing Authority Director*, WISN, Feb. 14, 2024, <https://www.wisn.com/article/milwaukee-public-housing-tenants-seek-removal-of-housing-authority-director/46793031>;
- *HACM Residents Demand New Leadership*, Spectrum 1, Feb. 14, 2024, <https://spectrumnews1.com/wi/milwaukee/news/2024/02/14/hacm-residents-demand-new-leadership>;
- *'It's Not Improving:' Residents Frustrated About Lack of Transparency from Top Housing Authority Officials*, TMJ4, Apr. 10, 2024, <https://www.tmj4.com/news/local-news/a-lack-of-transparency-from-top-housing-authority-officials-continues>;
- *What to Know About One of Milwaukee's Biggest Landlords: The Housing Authority*, Milwaukee Journal Sentinel, Apr. 22, 2024, <https://www.jsonline.com/story/money/real->

[estate/2024/04/22/milwaukee-housing-authority-audit-tenant-complaints-what-to-know/73360053007/;](https://www.wisn.com/article/department-of-neighborhood-services-will-begin-inspecting-public-housing-buildings-monday/60696472)

- *Department of Neighborhood Services Will Begin Inspecting Public Housing Buildings Monday*, WISN, May 6, 2024, <https://www.wisn.com/article/department-of-neighborhood-services-will-begin-inspecting-public-housing-buildings-monday/60696472>;
- *The Battle for the Patio of College Court*, The Washington Post, May 25, 2024, <https://www.washingtonpost.com/nation/interactive/2024/milwaukee-public-housing-black-voters-biden/>;
- *'It's Very Dangerous': Security Concerns Grow at Milwaukee Housing Authority Properties*, Spectrum 1 News, June 7, 2024, <https://spectrumnews1.com/wi/milwaukee/news/2024/06/07/housing-authority-hacm-public-housing-security-maintenance-issues>;
- *Ten Milwaukee Aldermen Ask Mayor 'Not to Advance' Housing Authority Board Nominees*, WISN, June 28, 2024, <https://www.wisn.com/article/ten-milwaukee-aldermen-ask-mayor-not-to-advance-housing-authority-board-nominees/61457384>;

12. And, indeed, maintenance request records from HACM reflect exactly what the tenants have long reported—College Court has received over two-thousand complaints in recent years specific to pests, such as bedbugs, roaches, and mice.

PLAINTIFF HOLLOWAY

13. Plaintiff Holloway is a resident in Unit 1207 in College Court's East Tower. She is elderly.

14. Holloway has lived at College Court for approximately 18 years.

15. In recent years, she has noticed a large increase in the presence of bedbugs and rodents on the premises, and she has complained repeatedly about the problem.

16. She has found bedbugs in her ear, and her doctor confirmed that she has had bites all over.

17. Holloway says that bedbugs come out of drains, kitchen sink, baseboards, and she often sees bedbugs on the walls. They are in the washers and dryers in the laundry rooms.

18. Other than the bedbugs, Holloway often sees roaches and mice as well; she is often forced to sleep with the lights on, and she has found it very difficult to get a good night of sleep.

19. She does not have company or family over because of the bedbugs.

20. It has been suggested that she throw her furniture away.

21. The infestation problem has substantially affected her health as well as her use of and occupancy of the premises.

PLAINTIFF REAM

22. Plaintiff Ream resides in Unit 1108 of College Court's East Tower.

23. Ream moved into College Court in November 2023, and at the time, she was not told about any issue concerning bedbugs. She is disabled, and because her previous apartment had stairs but College Court was more accessible, Ream was excited about the prospect of moving in and having greater independence.

24. Shortly after she moved in, she began to notice the bedbugs. At first, she did not think the issue was widespread, but more and more bedbugs began to appear.

25. Over time, Ream has seen droppings that appear to be consistent with bedbug droppings she has searched for and found online.

26. Ream has made numerous requests for work orders to address the problem.

27. She has found bedbugs coming out of the baseboards, in the bathtub, and all over towels in the bathroom.

28. The issues with bedbugs have affected her mentally and emotionally; she has not been able to get an emotional support animal; and Ream is reluctant to have visitors because of the problems with bedbugs.

29. In fact, she does not want to be at College Court herself, and has been forced to leave and stay with a friend or family.

30. The infestation problem has substantially affected her health as well as her use of and occupancy of the premises.

PLAINTIFF EAGLE

31. Plaintiff Eagle resides in Unit 413 of College Court's West Tower, and she has been at College Court for 22 years.

32. According to Eagle, the infestation problem at College Court has existed for several years.

33. She has often seen bedbugs in her laundry, and all over her unit.

34. Eagle keeps her clothes covered in plastic bags to protect from the insects, and she has wrapped her bed with a plastic covering.

35. Eagle has a history of bites all over her feet and ankles.

36. Due to the infestation, Eagle is reluctant to be around others, and does not do normal activities. While she likes to volunteer with the Salvation Army, Ream was told not to attend summer activities or camp due to the bedbug problem.

37. The issues have caused a significant decrease in Ream's quality of life, have substantially affected her health, and have significantly affected her ability to normally use and occupy the premises.

PLAINTIFF BELL

38. Plaintiff Bell resides in College Court's East Tower in 1107. She has been a resident for 6 years.

39. According to Bell, the infestation problem has been serious for about the past 2 years.

40. In addition to their presence in her apartment, Bell regularly sees bedbugs in the community room, elevator, hallways, and even laundry machines.

41. She has tried a series of sprays, powders, and home remedies to address the infestation issues to no avail.

42. She has been repeatedly bitten, and has had visitors who have been bitten. It embarrasses her to have company.

43. She too must often sleep with the lights on overnight, and has been told to discard her bed set and furniture.

44. The infestation issues have substantially affected her health and have significantly affected her ability to normally use and occupy the premises.

PLAINTIFF WRIGHT

45. Plaintiff Wright lives in Unit 1001 in College Court's East Tower. He is elderly and moved into College Court in June 2021. He was not told about bedbug issues before he moved in.

46. Nevertheless, he has found bedbugs all over.

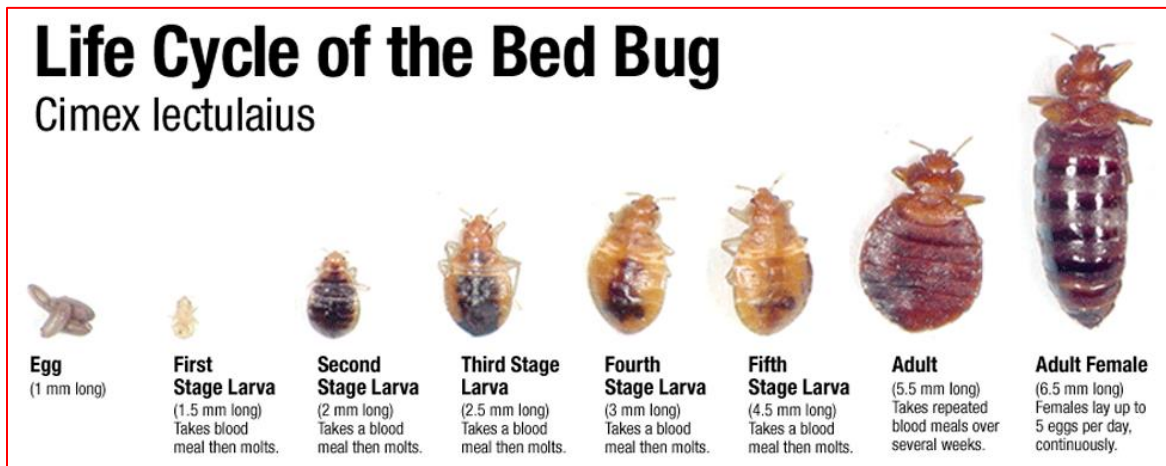
47. They wake him up at night, and over time, he has consistently been bitten on the arms and face.

48. The bedbugs have interfered with his normal and expected use of the premises, particularly with regard to sleeping.

INFESTATION: BACKGROUND ON THE CONDITION

49. According to the State of Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), bedbugs (*cimex lectularis*) “are small, flat wingless insects that feed on human and animal blood usually during the night.” *Bedbugs in Wisconsin: Questions and Answers*, DATCP, <https://datcp.wi.gov/Documents/BedBugsWI.pdf> (last visited Aug. 27, 2024).

50. Bedbugs are reddish brown in color, and follow a predictable life cycle:



Id.

51. Bedbugs can easily be introduced into homes because they can travel from infested places, because they can move between rooms or units for a blood meal, and because they can survive for a long period of time without a blood meal. *Id.* at 2.

52. Bed bugs bite people to feed on their blood, and most people will have a small, itchy, red welt that appears one to several days after the initial bite. *Id.*

53. Secondary infections may occur from scratching the bite, and anxiety and insomnia are very common health concerns associated with bed bug bites. *Id.*

54. Though bed bugs are difficult to eliminate, professional pest control companies have a variety of potential treatments that can be used to control the insects, including heat, chemical, or steam treatments. *Id.*

CLASS ACTION ALLEGATIONS

55. Plaintiffs brings this action pursuant to Section 803.08(2)(a), (2)(b), and (2)(c) of the Wisconsin Statutes on behalf of themselves and the members of the following proposed class:

The Class: Any lawful tenant of College Court.

56. Subject to additional information that will be obtained through further investigation and discovery, the foregoing class and any potential subclasses (collectively, the “Class” unless otherwise noted) may be expanded or narrowed by an amendment to the pleadings. The following parties, however, are specifically excluded from the Class: Defendant; any of Defendant’s parent companies, subsidiaries, affiliates, dealers, successors, assigns, officers, directors, legal representatives, employees, agents, family members, and/or co-conspirators; all governmental entities, and any judge, justice, or judicial officer presiding over this matter.

57. **Numerosity:** Members of the Class are so numerous that joinder of all members is impracticable pursuant to Wis. Stat. § 803.08(1)(a). The Class is composed of more than 200 residents of College Court. Although the exact number of Class members is not yet known, the Class is readily identifiable from information and records in Defendant’s possession, custody, and control and can be ascertained through appropriate discovery.

58. **Commonality:** There are questions of law or fact common to the Class pursuant to Wis. Stat. § 803.08(1)(b). Such legal or factual questions include but are not limited to:

- i. Whether the Defendant maintains a habitable premises as required by law;
- ii. Whether the condition at issue materially affects the health or safety of tenants;
- iii. Whether the condition of the premises affects the use and occupancy of the premises by tenants; and
- iv. Should the condition not be remedied, the extent to which rent abates based on the condition of the premises.

59. **Typicality:** Plaintiffs' claims are typical of the claims of the Class pursuant to Wis. Stat. § 803.08(1)(c) because all Class members are similarly affected by Defendant's conduct: indeed, Plaintiffs and the Class: (i) reside at College Court; (ii) have been affected by the condition of the premises; (iii) have, are, or will suffer the same or similar experiences based on College Court's condition; and (iv) are all residents of the State of Wisconsin where the events described occurred. Accordingly, Plaintiffs' and the Class's claims are subject to Wisconsin law and all Class members may enforce their rights against Defendant.

60. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of the Class pursuant to Wis. Stat. § 803.08(1)(d) because: (i) neither Plaintiffs nor their counsel have interests that conflict with the interest of the Class they represent, as all of them, as county residents, want to hold Defendant accountable for the harm to the community; (ii) Plaintiffs are willing and able to vigorously litigate this action on behalf of the Class; and (iii) their proposed class counsel have the qualifications, experience, capabilities, and sufficient resources to handle the case as a class action.

61. Pursuant to Wis. Stat. § 803.08(2)(a), litigating this matter as a class action, as opposed to separate actions brought by individual Class members, alleviates the risk of: (i) inconsistent or varying adjudications that would establish incompatible standards of conduct for

Defendant; and/or (ii) adjudications of individual Class members' actions that may, as a practical matter, be dispositive of the interests of other Class members not parties to the individual adjudications, or substantially impair or impede their ability to protect their interests.

62. Pursuant to Wis. Stat. § 803.08(2)(b), Defendant has acted or refused to act on grounds that apply to the Class, thus rendering final injunctive relief, equitable relief, and/or a corresponding declaratory judgment with respect to the Class as a whole appropriate.

63. Pursuant to Wis. Stat. § 803.08(2)(c), the questions of law or fact common to the Class predominate over any questions affecting only individual Class members; thus, a class action is superior to other available methods of fairly and efficiently adjudicating this controversy.

64. Treatment of this controversy as a class action is therefore a superior means of effectuating its fair and efficient adjudication. Such treatment will permit a large number of similarly situated Class members to litigate their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of evidence, effort, and expense. The benefits of the Class mechanism, including providing persons with a method for obtaining redress on claims that might not be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

65. Additionally, the amount of monetary damages at issue for each claim is such that the expenses of litigating Plaintiffs and each Class member's claims individually would be cost prohibitive, so much so that proceeding individually would deny Plaintiffs and the Class members a viable remedy. Proceeding by way of class action is therefore the only fair, efficient, economical, and sensible way to vindicate the injuries that Plaintiffs and the Class members have sustained.

66. Plaintiffs know of no difficulty, nor can they foresee any difficulty, that they may have in maintaining this class action that would preclude its maintenance as such.

67. The undersigned counsel for Plaintiffs and the Class request that this Court appoint them to serve as Class counsel, first on an interim basis and then on a permanent basis, pursuant to Wis. Stat. § 803.08(12), as the undersigned counsel has: (i) done substantial work in identifying and investigating the claims brought in this action; (ii) experience handling complex litigation and the types of claims asserted in this action; (iii) knowledge of the applicable law; and (iv) sufficient resources to commit to the representation of the Class. Moreover, the undersigned counsel will fairly and adequately represent the interests of the Class. *See* Wis. Stat.

§§ 803.08(12)(b)(1) & (2)(a).

COUNT I: DECLARATORY JUDGMENT PURSUANT TO WIS. STAT. §§ 704.07(4), 806.04

68. Plaintiffs repeat and reallege the preceding paragraphs as if fully set forth herein.

69. Plaintiffs bring this count on behalf of themselves and the Class identified above.

70. Wisconsin's Uniform Declaratory Judgments Act, § 806.04 of the Wisconsin

Statutes states in pertinent part that:

Any person interested under a deed, will, written contract or other writings constituting a contract, or whose rights, status or other legal relations are affected by a statute, municipal ordinance, contract or franchise, may have determined any question of construction or validity arising under the instrument, statute, ordinance, contract or franchise and obtain a declaration of rights, status or other legal relations thereunder.

71. In other words, under § 806.04(3), courts are permitted to interpret the rights and obligations of parties, the statute is remedial in nature, and the statute to be liberally construed.

Wis. Stat. § 806.04(3); *see also id.* § 806.04(12) ("This section is declared to be remedial; its

purpose is to settle and to afford relief from uncertainty and insecurity with respect to rights, status and other legal relations; and is to be liberally construed and administered.”).

72. Wisconsin courts have long recognized equitable duties in residential leases between landlords and tenants such as the implied duty of habitability, which imposes an implied duty on a landlord to ensure that premises are fit for human habitation. See *Pines v. Perssion*, 14 Wis. 2d 590, 594-96, 111 N.W.2d 409 (1961).

73. The implied warranty of habitability has essentially been codified in Wis. Stat. § 704.07(4), see *Zehner v. Village of Marshall*, 2006 WI App 6, ¶ 24, 288 Wis. 2d 660, 709 N.W.2d 64, which in pertinent part states that:

If the premises become untenantable because of damage by fire, water, or other casualty or because of any condition hazardous to health, or if there is a substantial violation of sub. (2) materially affecting the health or safety of the tenant, the tenant may remove from the premises unless the landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of sub. (2) materially affecting the health or safety of the tenant; or the tenant may remove if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding, or elimination would impose undue hardship on the tenant. **If the tenant remains in possession and the condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises, rent abates to the extent the tenant is deprived of the full normal use of the premises. This section does not authorize rent to be withheld in full, if the tenant remains in possession. . . .**

74. Section 704.07(4) specifically authorizes rent abatement if a condition materially affects the health or safety of the tenant or substantially affects the use and occupancy of the premises.

75. A justifiable controversy therefore exists between Plaintiffs, on the one hand, and HACM, on the other, regarding the legal effect of College Court’s infestation of which HACM has long known about, but not remedied; in other words, should the infestation not be remedied

during the pendency of this matter, the Court must declare whether the infestation materially affects the health or safety of the tenants or substantially affects the use and occupancy of the premises and to what extent, if any, rent abates pursuant to law.

76. Because this matter seeks prospective equitable declaratory relief and there is no claim for monetary damages, the provisions of Wis. Stat. § 893.80 do not apply. *Bostco LLC v. Milwaukee Metro. Sewerage Dist.*, 2013 WI 78, ¶¶ 44–72, 350 Wis.2d 554, 835 N.W.2d 160 (holding that § 893.80 does not provide limitations on claims for equitable relief); *see also Nicolet v. Village of Fox Point*, 177 Wis. 2d 80, 86, 501 N.W.2d 842 (Ct. App. 1993) (“[t]he full legislative history clarifies that sec. 893.80 never was intended to apply to equitable actions”).

WHEREFORE, Plaintiffs respectfully request the following relief, as allowed pursuant to the above-referenced facts, the applicable caselaw, and the governing statutes:

- (A) Certification of the Class under Section 803.08(3) of the Wisconsin Statutes;
- (B) Appointment of Plaintiffs as class representatives and the undersigned counsel as class counsel, including as pre-certification interim counsel;
- (C) If the infestation at issue is not remedied, an order declaring that the infestation at issue materially affects the health and safety of tenants and substantially affects the use and occupancy of the premises;
- (D) If the infestation at issue is not remedied, an order declaring that the Plaintiffs and members of the Class are entitled to rent abatement; and
- (E) That the Court award any other relief it deems just and equitable under the circumstances.

PLAINTIFFS DEMAND A JURY TRIAL ON ALL ISSUES SO TRIABLE

Dated this 28th day of August, 2024.

BARTON CERJAK S.C.

/s/ Electronically signed by Michael J. Cerjak

Michael J. Cerjak (SBN: 1056777)

Email: mjc@bartoncerjak.com

James B. Barton (SBN: 1068900)

Email: jbb@bartoncerjak.com

313 North Plankinton Ave., Ste. 207

Milwaukee, WI 53203

T: (414) 877-0690

F: (414) 877-3039

Attorneys for Plaintiffs & the Putative Class