

FILED
06-14-2023
Anna Maria Hodges
Clerk of Circuit Court
2023CV004417
Honorable Thomas J.
McAdams-07
Branch 7

STATE OF WISCONSIN CIRCUIT COURT MILWAUKEE COUNTY

TIFFANY BOWEN
3100 W. Center St., Apt. # 3093,
Milwaukee, WI 53210

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

Plaintiffs,

Case No.: _____

Case Codes: 30301, 30405, 35002

v.

COMMUNITY WITHIN THE CORRIDOR
LIMITED PARTNERHSIP
c/o CT Corporation System, *Its Registered Agent*
301 S. Bedford St., Suite 1
Madison, WI 53703

-and-

FICTITIOUS DEFENDANTS A-C
Addresses Unknown

Defendants.

SUMMONS

THE STATE OF WISCONSIN, to each person or entity named above as a Defendant:

You are hereby notified that the Plaintiff in the above-captioned action has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action. Within 45 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes.

Your answer must be sent or delivered to the Court and Plaintiff's counsel, whose respective addresses are set forth below:

MILWAUKEE COUNTY CIRCUIT COURT

901 North 9th Street
Milwaukee, Wisconsin 53233

BARTON CERJAK S.C.

Michael J. Cerjak, Esq.
313 North Plankinton Avenue, Suite 207
Milwaukee, Wisconsin 53203

You may have an attorney help you or represent you. If you do not provide a proper answer within 45 days, the Court may grant a judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint.

A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 14th day of June, 2023.

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

Joshua S. Greenberg (SBN: 1107959)

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*Attorneys for Plaintiff, Tiffany Bowen,
and the Putative Class*

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COMPLAINT

NOW COMES Plaintiff, Ms. Tiffany Bowen (“Tiffany”) by her attorneys, Barton Cerjak S.C., on behalf of herself and all others similarly situated, and for her Class Action Complaint against Defendants, Community Within The Corridor Limited Partnership (“CWCLP”) and Fictitious Defendants A-C (collectively, “Defendants”), alleges and states as follows:

OVERVIEW

1. More than one hundred former residents of the Community Within the Corridor (“CWC” or the “Community”) are facing an existential crisis through no fault of their own. These individuals (the “Community Residents”) were some of the first tenants to sign lease agreements and begin a new chapter of their lives at the Community; an ambitious redevelopment project that touted

its commitment to providing “proper resources to build a sustainable family” and including “everything that was needed on site for a successful family.”

2. Buying into that vision, these Residents were welcomed to the Community and began moving into the development. Despite the Community’s immaculate outward-facing appearance, however, the land used for the redevelopment (the “Site” or the “Property”) posed a grave danger to the Residents’ health and safety.

3. Indeed, the Property on which the Community sits was a former industrial site; a parcel laden with environmental hazards—including the known carcinogen trichloroethylene (“TCE”)—of which Defendants, as overseers of redevelopment, were acutely aware. Of course, this is why the Wisconsin Department of Natural Resources (“DNR”) instructed CWCLP and its affiliates—on multiple occasions over the course of many years—that a concrete remediation and testing plan needed to be completed before the Community could open its doors to the public.

4. Rather than heed the DNR’s advice, however, Defendants openly flouted it. CWCLP and its affiliates began moving Community Residents into the Property despite Defendants’ failure to fully remediate these hazards. At no point, of course, were Community Residents informed that their health and safety was being cavalierly disregarded; that by signing their respective leases to become the first Community Residents, they would unwittingly expose themselves to known carcinogens of which CWCLP, their landlord, was acutely aware.

5. Nor does this appear to be an accident. Indeed, publicly available records referenced below make plain that Defendants: (i) actively misled the DNR and concealed that they were already shepherding Residents into the Community despite admonitions to the contrary; and (ii) further misrepresented to local housing authorities the extant health and safety risk the Site posed given

these environmental hazards when Defendants obtained temporary occupancy permits before their remediation efforts were complete.

6. So, this merely begs the question: why would CWCLP and its affiliates gamble with the lives of these Community Residents? Defendants have claimed it was a result of “project financing,” meaning they needed occupants for economic reasons. Indeed, other publicly available records lay bare that Defendants were motivated to hastily move Residents into the Community to “secure WHEDA credits[;]” federal tax dollars that, on information and belief, improved Defendants’ position in their investment the faster they obtained occupancy for the Property.

7. The resultant tragedy in the months thereafter was all too predictable. Community Residents moved in, the DNR learned that TCE levels at the Site were still excessively high, and the Residents were immediately forced to evacuate in March 2023. Since that time, they have been shuttling between various short-term hotel rentals without access to nearly all of their possessions, which are still stranded at the Site.

8. And now things have gone from bad to worse, as the Community Residents just learned that the prospect of them returning to the Community after a full remediation cannot happen until at least next year. In response, CWCLP informed these Residents that Defendants are going to stop funding these short-term accommodations by June 27, 2023, leaving scores of lower-income families a few weeks to restart their lives and find suitable accommodations, all without sufficient means to do so. Accordingly, this action is designed to give Community Residents an option to fully address their rights.

THE PARTIES

9. Plaintiff, Tiffany Bowen, is an adult resident of the state of Wisconsin whose principal residence is located at 3100 West Center Street, Apartment # 3093, Milwaukee, Wisconsin 53210.

10. According to the Wisconsin Department of Financial Institution's records, Defendant, Community Within The Corridor Limited Partnership, is a foreign limited partnership whose principal place of business is located at 1209 Orange Street, Wilmington, Delaware 19801.

11. On information and belief, Fictitious Defendants A, B, & C are unknown parent, subsidiary, or affiliate entities and/or corporate predecessors of CWCLP that participated in the design, development, marketing, and leasing of apartments within the Community. Pursuant to Wis. Stat. § 807.12(2), the pleadings of this action will be amended once the true identities of these entities are revealed.

JURISDICTION AND VENUE

12. On information and belief, this Court has personal jurisdiction over Defendants pursuant to Wis. Stat. §§ 801.05(1)(d), (3), and (6) because, *inter alia*: (i) Defendants engage in substantial, non-isolated activities within this state; (ii) this action concerns local acts and omissions committed by Defendants that caused Plaintiff and the Class (defined *infra*) to sustain injuries in this state; and (iii) the case involves rental property located within this state.

13. Venue is proper in Milwaukee County pursuant to Wis. Stat. §§ 801.50(2)(a), (b) & (c) because it is the county where Plaintiff's and the Class's claims arose, the real property which is the subject of the claims is situated, and Defendants conduct substantial business in this county through their redevelopment and marketing of this real property.

FACTUAL ALLEGATIONS COMMON TO ALL CLASS MEMBERS

The CWC Community - Background

14. The CWC Community is the largest privately owned affordable housing development in Wisconsin, spanning six former industrial buildings on seven acres bordered by West Center Street, West Hadley Street, North 33rd Street, and Union Pacific railroad tracks.



15. The property was recently redeveloped, with groundbreaking for the project beginning in January 2021.

16. The redevelopment of the property was funded in part by governmental resources, including low-income housing tax credits, federal and state historic preservation tax credits, a federal grant, and a tax-incremental financing district.

17. According to one of its lead developers, the Community aimed to provide the “proper resources to build a sustainable family” and “to include everything that was needed on site for a successful family.”

18. For example, the Community sought to support families by incorporating a 35,000–square-foot-community facility, a child-care facility for 200 children between ages 6 weeks and 12 years, a health club, and a covered park, among other amenities.

The CWC Community: History & Environmental Contamination

19. The origins of the Site on which the Community was developed date back to the early 1900s.¹

20. On information and belief, the Property was originally used by Romadka Brothers Co. to manufacture trunks, suitcases, and travel bags.

21. By 1951, the Property was occupied by a Briggs and Stratton factory that manufactured engines. Briggs and Stratton operated out of the Property until the mid-1980s, at which point it then sat largely vacant for years.

22. In January 2001, the Wisconsin Department of Natural Resources (“DNR”) was notified of environmental contamination related to the historical use of the Property and by August 2008, the Site was closed with land-use limitations as a result of the contamination.

23. Thus, in preparation for redevelopment of the Property, the DNR mandated that concrete plans be developed and submitted to address these extant environmental concerns.

¹ Jeremy Jannene, “190 Apartments for Sherman Park: \$60 million, multi-phase development planned for factory near 33rd and Center,” URBAN MILWAUKEE, <https://urbanmilwaukee.com/2017/10/10/eyes-on-milwaukee-190-apartments-for-sherman-park/> (Oct. 10, 2017, 3:14 PM).

24. As such, Defendants were acutely aware of: (i) the presence of TCE, amongst other environmental hazards, at the Site; and (ii) their obligation to sufficiently address these hazards in connection with their redevelopment efforts given the hazards they posed to future residents at the Property.

The Science: TCE Is A Known Carcinogen

25. According to the *15th Report on Carcinogens* (the “*Report*”), a publication released in December 2021 by the U.S. Department of Health and Human Services (“DHHS”), TCE “is known to be a human carcinogen based on sufficient evidence of carcinogenicity from studies in humans.” (See *Report* at 1 (emphasis in original), a true and correct copy of which is set forth in the hyperlink below:

- <https://ntp.niehs.nih.gov/sites/default/files/ntp/roc/content/profiles/trichloroethylene.pdf>

26. As the *Report* explained, “[s]tarting in the early 1900s, [TCE] was primarily used as a degreaser, to remove grease, wax, or dirt from metal parts before painting, plating, or other processes[,]” but its usage in this capacity declined in the 1970s. (See *id.* at 3 (Use).)

27. TCE is classified as a hazardous substance by multiple federal regulations, including the Clean Air Act, the Clean Water Act, and the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), to name a few. (See *id.* at 5–6 (Regulations).)

28. In fact, the Environmental Protection Agency’s (“EPA”) National Air Toxics Program designated TCE as one of thirty-three hazardous air pollutants that present the greatest threat to public health in urban areas. (See *id.*)

29. Indeed, excessive exposure to TCE has been causally connected to developing numerous types of cancer, including kidney cancer, Non-Hodgkin Lymphoma, and liver cancer. (See *id.* at 1–2 (Carcinogenicity).)

30. According to the Centers for Disease Control and Prevention, for women who are or may become pregnant, TCE exposure could lead to development problems for their babies, including heart defects.²

***The DNR Advises CWCLP That The Property
Needs To Be Remediated***

31. Because the Property was formerly used as an industrial site for about eighty years and was being rehabbed into a mixed-use development with numerous residents, the DNR advised CWCLP early on to conduct a detailed sub-soil vapor investigation to assess for environmental contamination issues.

32. Redevelopment efforts progressed at the Site based on location, with work beginning on a west block at the Site followed by redevelopment of buildings on an east block (“East Block”).

33. Testing performed as early as November 2020 at the Site detected the ongoing presence of TCE.

34. In March 2021, the DNR advised CWCLP that it needed to provide a vapor migration system design plan and commissioning plans to address the contamination issues.

35. In April 2021, the DNR required that CWCLP agree to conduct a more extensive vapor investigation for TCE.

² “How does TCE affect my health,” ATSDR, https://www.atsdr.cdc.gov/tox-tool/trichloroethylene/04/tce_4c.html (last updated Dec. 29, 2015).

36. Testing performed between November and December 2021 demonstrated contamination related to TCE and a report that followed identified TCE as the most widespread contaminant of concern associated with past industrial uses of buildings in the East Block.

37. Ongoing testing performed until December 2022 confirmed the ongoing presence of TCE.

38. CWCLP ultimately submitted a vapor mitigation system commissioning plan to the DNR on December 28, 2022, relative to the East Block. On January 23, 2023, however, the DNR rejected the vapor mitigation plan submitted by CWC and “strongly recommend[ed]” that CWC complete all necessary rounds of commissioning and testing prior to any occupancy:

Pfeiffer, Jane K - DNR

From: Pfeiffer, Jane K - DNR
Sent: Monday, January 23, 2023 2:23 PM
To: Robert Reineke; Pratap Singh; Shane LaFave; Que El-Amin
Cc: Mylotta, Pamela A - DNR; Hedman, Curtis J - DHS; Kloczko, Nathan F - DHS
Subject: Community Within the Corridor - East Block (02-41-263675) - Commissioning Plan Review/Action Required
Attachments: ContinuousMonitoring_FactSheet.pdf; 20210325_DNR_VI_Immed.Response_Inquiry_DHS_Reply-Combined.pdf

Greetings All,

Thank you for taking the time today to meet with the DNR and the DHS to discuss the Community Within the Corridor - East Block site. On December 28, 2022, the DNR received the *Proposed Vapor Mitigation System Commissioning Plan*, dated December 23, 2022 (“report”), without a technical assistance fee for the above-referenced site. After internal review and discussion, the DNR does not approve the commissioning plan outlined in the report considering these primary concerns:

- chlorinated solvents have been identified in sub-slab vapors significantly greater than their applicable vapor risk screening levels (VRSL), and
- the acute health risks associated with these contaminants of concern (COCs), primarily trichloroethene (TCE) (see attached letter, dated March 25, 2021, from the Department of Health Services (DHS) to the DNR (“2021 DHS letter”).

As we discussed during our meeting today, the DNR provides the following feedback in response to the report:

Commissioning Plan

- The report states that both the first round of commissioning sampling and building occupancy are planned to occur in January/February 2023. As the DNR recommended for the Community Within the Corridor - West Block site (BRRTS # 02-41-587376), in consideration of public health, safety, and welfare, **the DNR strongly recommends completing all necessary rounds of commissioning prior to any occupancy** to avoid potentially exposing future residents to indoor air contamination that may present acute health risks. Commissioning provides the data needed to demonstrate that the vapor pathway has been mitigated or interrupted, which is a requirement for case closure under Wis. Admin. Code § NR 726.05(8). Given that the building has not yet been occupied by residents, the DNR strongly encourages you to complete full system commissioning prior to occupancy to demonstrate that the vapor pathways have been successfully mitigated or interrupted to prevent potentially exposing future residents to health risks associated with the COCs that exist at this site. See the 2021 DHS letter for additional details on these health risks and timelines associated with these risks. Please note that the commissioning should be completed with the same building conditions expected during occupancy (i.e., construction complete, HVAC operational, exhaust fans operating).
- The proposed indoor air sampling plan is not adequate to evaluate the presence and concentration of vapors in indoor air. In revising your report, please consider the following administrative code requirements:
 - Under Wis. Admin. Code § NR 716.11(5)(h), field investigation shall include an evaluation of “the presence and concentration of vapors in indoor air, when it is necessary to determine the impact on an

39. In a letter dated February 8, 2023, however, one of CWCLP's consultants explained that—although his client acknowledged DNR's concerns regarding TCE contamination—imposing a delay on occupancy to complete all rounds of commissioning would create an “enormous economic burden” on the project:

Occupancy Conditions

The CWC East Block building is near completion and ready for occupancy pending Commissioning. With pilot tests completed for the northern and southern portions of the East Block complex, significantly more hot spot removal having occurred, blower exhaust samples from the pilot test showing compliance with VALs, and all blowers in the complex to be turned on as part of commissioning, this is a significantly different situation than the West Block where portions of the complex were still under construction with no operating vapor mitigation systems.

We understand DNR's concerns about TCE. The imposition of a six-month delay on occupancy would put an enormous economic burden on the development which would have a chilling effect on all other redevelopment projects involving TCE in the State. Given that the first round of commissioning will occur in heating season conditions, we are confident that we will provide an assessment of the worst-case conditions for the first round of Commissioning. If there is no vapor intrusion involving TCE detected, there is little risk associated with a fully operational vapor mitigation system operating in accordance with the guidelines of WDNR publication RR-800, especially as weather conditions should improve the system operation. If TCE is detected, proper notifications will be provided and corrective actions will be taken.

40. The DNR had repeatedly, and strongly, recommended in writing a number of times that the building not be occupied until developers completed several rounds of commissioning and testing, and when the DNR asked for an update on the commissioning and occupancy schedule on February 8, 2023, a project engineer replied that a first round of commissioning would occur the following week and that occupancy depended on the results:

From: Robert Reineke <rreineke@ksinghengineering.com>
Sent: Wednesday, February 8, 2023 1:14 PM
To: Pfeiffer, Jane K - DNR <jane.pfeiffer@wisconsin.gov>
Subject: RE: Community Within the Corridor - East Block (02-41-263675) - Commissioning Plan Review/Action Required

**CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

Jane,

Okay, I'll see what we can do to provide relevant information.

We're hoping to perform commissioning next week. Occupancy dependent on results.

It sure would be preferable if there was a way to perform commissioning during construction.

Robert Reineke, PE
Principal Engineer | rreineke@ksinghengineering.com
262.821.1171, ext. 111 (p) | 262.424.5191 (cell)
www.ksinghengineering.com

39. Six days later, when the DNR requested whether the first round of commissioning had been done, the project engineer indicated that commissioning would start the week of February 20, 2023, again implying based on the parties' previous correspondence that occupancy would not occur until *after* this commissioning process was complete:

From: Pfeiffer, Jane K - DNR <jane.pfeiffer@wisconsin.gov>
Sent: Tuesday, February 14, 2023 8:22 AM
To: Robert Reineke <rreineke@ksinghengineering.com>
Subject: RE: Community Within the Corridor - East Block (02-41-263675) - Commissioning Plan Review/Action Required

Good Morning Robert – Do you have any update on when the revised commissioning plan will be submitted? As indicated in the “next steps” section of my email from January 23, 2023, this plan must be presented by February 22, 2023, and DNR approval of this plan is required prior to commissioning. However, as you mention below, commissioning was scheduled to begin this week. Do you have any update on whether this first round of commissioning has begun?

Thank you, Jane

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Jane Pfeiffer

Phone: (414) 435-8021

jane.pfeiffer@wisconsin.gov

From: Robert Reineke <rreineke@ksinghengineering.com>
Sent: Tuesday, February 14, 2023 9:45 AM
To: Pfeiffer, Jane K - DNR
Subject: RE: Community Within the Corridor - East Block (02-41-263675) - Commissioning Plan Review/Action Required

Follow Up Flag: Follow up
Flag Status: Completed

CAUTION: This email originated from outside the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jane,

I'm planning on uploading it today. Just awaiting Client approval.

Blowers are scheduled to be installed on Thursday and we're hoping to start commissioning next week after the blowers have operated for at least 48 hours.

Robert Reineke, PE
Principal Engineer | rreineke@ksinghengineering.com
262.821.1171, ext. 111 (p) | 262.424.5191 (cell)
www.ksinghengineering.com

*Defendants Flout The DNR's Advice And Start Moving Tenants
Into The Community Despite Failed Remediation Efforts*

41. Despite the DNR's ongoing concerns regarding the health and safety of prospective Community Residents given the ongoing risks associated with TCE and other environmental contaminants, it appears that CWCLP and its agents were actively misleading the DNR regarding their plans to move tenants into the Community.

42. Indeed, on or about July 20, 2022, CWCLP applied for a temporary occupancy permit for Buildings 2A and 2B on the East Block of the Site. In making this request, CWCLP explained that it was proposing to seek occupancy of the various buildings comprising the East Block in stages. According to the permit application, CWCLP's plan was to occupy Buildings 2A and 2B by September 2022 and then prepare the remaining buildings in the East Block for occupancy by December 2022.

43. CWCLP offered a variety of reasons why it requested to stage occupancy of the East Block, but never suggested in its July 2022 application that staging occupancy in the East Block was necessary given its ongoing TCE remediation efforts at the Site.

44. Public records further memorialize that when CWCLP was asked to describe "the exceptional or extraordinary building code matter that cause[d] [it] to apply" for a temporary occupancy permit, it tersely responded that "*Customers need to move in By September[:]*"

Owner:
 COMMUNITY WITHIN THE CORRIDOR, LP *
 110 CHESHIRE LN STE 120
 C/O ROERS INVESTMENTS, LLC
 MINNETONKA MN 55305

▼ **More Details**

☒ **Related Contacts**

Agent for Applicant information
 Individual
 Joshua Arthur Bruesewitz
 3215 W State Str
 Milwaukee, WI, 53208
 Home Phone: 414-366-7368
 Work Phone: 414-290-9445
 Mobile Phone: 414-366-7368
 Fax: 414-290-9435
 E-mail: josh.bruesewitz@greenfire.com

☒ **Application Information**

APPLICATION INFORMATION
 Provide a detailed description of the use: Multi-Family Residential

Event Tracking	
Event Related? :	No
TEMPORARY INFORMATION	
What is your occupancy application number:	NOCC-22-01988
Describe the exceptional or extraordinary building code matter that causes you to apply for a Temp:	Customers need to move in by September
How Long before full occupancy is achieved?:	12/30/2022
Is Board of Zoning Appeal (BOZA) approval necessary?:	No
Date temporary is needed?:	07/29/2022
Explanation of need for temporary occupancy::	See Letter
Reason(s) full occupancy cannot be achieved at this time: Text box:	See Letter
What safety elements are in place and operation at this time?:	See Letter

45. Delays ensued, however, and CWCLP did not obtain a temporary occupancy permit for Buildings 2A and 2B until September 30, 2022 pursuant to TOCC-22-00030.

46. On or about December 16, 2022, CWCLP then applied for a temporary occupancy permit for Buildings 1B, 1D, and 1C on the East Block of the Site, pursuant to Application No. NOCC-22-01988:

TODAY'S DATE: **12/16/22** DATE TEMPORARY IS NEEDED: **12/19/22**

APPLICANT'S NAME AND TITLE: **Joshua A Bruesewitz**

APPLICANT'S PHONE: **414-366-7368** CELL: **SAME**

EMAIL: **josh.bruesewitz@greenfire.com**

OCCUPANCY PERMIT NO: **NOCC-22-01988**

ADDRESS: **3100 W Center Street Milwaukee, WI 53208**

ISSUE TO: (BUSINESS NAME) - **Greenfire Management Services, Inc.**

SPECIFIC AREA TO BE OCCUPIED: **Buildings 1B, 1D and 1C of East Block**
 (Square footage of area, floor number(s) and portion of floor(s) to be occupied. Applicant shall provide diagrams and/or drawings upon request.)

OCCUPANCY USE: **Residential / Mixed Use / Community Center**

47. On information and belief, various buildings in the East Block—including Buildings 1B, 1D, and 1C—were the Site locations with the highest levels of TCE; precisely why the DNR was raising serious concerns about the health, safety, and welfare of Community Residents and which is why it “strongly recommend[ed] completing all necessary rounds of commissioning prior to any occupancy,” as memorialized in Jane Pfeiffer’s January 23, 2023 email.

48. As subsequent correspondence from CWCLP’s agents lay bare, however, CWCLP actively misled the DNR, insinuating that CWCLP would not seek occupancy until after the requisite commissioning had taken place; a plan that CWCLP represented would occur *no earlier* than the week of February 20, 2023.

49. In truth, however, CWCLP flouted the DNR’s advice and began moving in residents in late 2022, as *The Milwaukee Journal Sentinel* has reported.³

50. As the DNR said months later, however, it “was not notified that the east block [of the Community] *was occupied until March 22, 2023*, despite requests to the developer for information on the timeline for occupancy.”⁴

51. Why would Defendants actively mislead the DNR? Finances. In fact, CWCLP’s project manager, Daniel Grams, explained as much when he applied for the temporary permit on December 16, 2022: “The reason we need a temporary occupancy for East Block is because the project financing is contingent upon having use of the residential units before the end of 2022. . . .”

³ Alison Dirr, “Who knew what and when? Evacuation of contaminated Milwaukee apartments leads to finger-pointing between city and state officials,” MILWAUKEE JOURNAL SENTINEL, <https://www.jsonline.com/story/news/local/milwaukee/2023/03/30/evacuation-of-contaminated-milwaukee-building-leads-to-finger-pointing/70066441007/> (last updated Mar. 30, 2023, 9:20 PM).

⁴ Wisconsin Department of Natural Resources, “Wisconsin DNR Statement on Community Within The Corridor,” URBAN MILWAUKEE, <https://urbanmilwaukee.com/pressrelease/wisconsin-dnr-statement-on-community-within-the-corridor/> (Mar. 30, 2023, 6:29 PM).

RE: Application for Temporary Occupancy Permit

Dear Commissioner:

The reason we need a temporary occupancy for East Block is because the project financing is contingent upon having use of the residential units before the end of 2022 and a few select items are not yet fully completed, some being items brought up during final inspection that were not previously known or discussed (i.e., having a fence installed around the existing boiler house). We have worked together with the inspectors bi-weekly for over a year and this week had them out every day to address and resolve many of these issues, and believe we have demonstrated the commitment to getting everything done that is needed. We are therefore requesting a temporary occupancy for 30 days. Fire alarm and sprinkler are in place and operating at this time and exiting/emergency lighting is completed everywhere except two stairwells (and those are expected to be completed 12/19).

If you have any questions feel free to contact me directly.

Sincerely,

David Grams

Daniel Grams
Project Manager

52. Publicly available records shed further light on CWCLP's concerns about "project financing." Specifically, Defendants informed DHS that "[c]ustomers need to move in by December 19th to secure WHEDA credits[:]"

Owner:

COMMUNITY WITHIN THE CORRIDOR, LP *
110 CHESHIRE LN STE 120
C/O ROERS INVESTMENTS, LLC
MINNETONKA MN 55305

▼ **More Details**

▣ **Related Contacts**

▣ **Application Information**

APPLICATION INFORMATION

Provide a detailed description of the use: Multi-Family Residential

Event Tracking

Event Related? : No

TEMPORARY INFORMATION

What is your occupancy application number: NOCC-22-01988

Describe the exceptional or extraordinary building code matter that causes you to apply for a Temp:

Customers need to move in by Dec. 19th to secure WHEDA credits

How Long before full occupancy is achieved?: 02/19/2023

Is Board of Zoning Appeal (BOZA) approval necessary?: No

Date temporary is needed?: 12/19/2022

Explanation of need for temporary occupancy:: See Letter

Reason(s) full occupancy cannot be achieved at this time: Text box: See Letter

What safety elements are in place and operation at this time?: See Letter

▣ **Application Information Table**

▣ **Parcel Information**

53. This reference to "WHEDA" refers to the Wisconsin Housing and Economic Development Authority ("WHEDA"), the organization responsible for allocating and administering the federal housing tax credit ("HTC") program, which are governed by Section 42 of the IRS Code.

54. As WHEDA explains on its website, HTC's are federal tax credits that are used to offset income tax liability. The owner of a housing development uses HTC's to generate an equity investment in the property.

55. On information and belief, the more quickly a developer can gain occupancy, the more HTC's that developer can earn to generate equity in the development, thus improving the bottom line. In other words, "the exceptional or extraordinary building code matter" ostensibly justifying a temporary occupancy permit had nothing to do with the safety of Community Residents.

56. Thus, on information and belief, CWCLP and its affiliates were motivated to quickly gain occupancy at the Property despite the potential health risks to residents because the quicker these new buildings gained occupancy, the greater the tax advantages that Defendants could garner from the development.

57. Accordingly, Defendants appear to have knowingly placed Community residents at risk despite ever-present environmental consequences, so that they could quickly achieve occupancy in the East Block and gain additional HTC's through the WHEDA program.

58. Days later, on December 21, 2022, a temporary occupancy permit (TOCC-22-00081) was issued to CWCLP:

	DEPARTMENT OF NEIGHBORHOOD SERVICES	Temporary Certificate of Occupancy
Permit & Development Center 809 N. Broadway, Milwaukee, WI 53202 (414) 286-8210 milwaukee.gov/permits DevelopmentCenterInfo@milwaukee.gov		
CERTIFICATE NUMBER:	TOCC-22-00081	
PREMISES:	3100 W. Center ST	
ISSUED TO:	Community Within the Corridor - Buildings 1B, 1C, 1D, 2A & 2B	
AREA TO BE OCCUPIED:	All Residential Units	
OCCUPANCY USE:	Multifamily Residential	
ISSUED DATE:	12/21/2022	
This temporary certificate will expire no later than 2/19/2023		

The DNR Suddenly Evacuates CWC Residents

59. On March 23, 2023, the DNR received results of air tests from the Property, and high levels of TCE were found at nineteen locations within residential and communal spaces.

60. Upon information and belief, the levels of TCE in some areas of the building were 100 times more than allowable levels.

61. On March 25, 2023, a public health order was issued by the City of Milwaukee.

62. On March 31, 2023, an emergency order was issued by the DNR that required action to be taken by CWC.

63. With little to no notice, residents were required to immediately evacuate their homes on March 25th as a result of the public health order.

64. Due to the severity of the situation, the residents had a limited amount of time to collect their belongings. Most of their things were left behind, including clothing, furniture, and other family heirlooms.

65. The residents were moved to temporary housing in hotels, and over time, many residents have been shuffled between multiple temporary properties.

As Remediation Of The Property Lags On, Defendants Prepare To Oust CWC Residents From Their Temporary Housing On Short Notice

66. On information and belief, CWCLP's initial plan was to swiftly remediate the Property, which would have allowed the CWC displaced tenants to move back into their respective apartments.

67. In June 2023, however, the DNR advised CWC that soil contamination remained beneath the building, that additional cleanup options needed to be evaluated, and that several data collection events needed to happen to show the system is working properly. That meant that CWC

would not be completed with work to show its system is working properly until Winter 2023/2024 or later.

68. Given the additional remediation efforts needed at the Site, the CWC-displaced tenants were informed on or about June 7, 2023, that significant time remained before anyone would be permitted to move back to CWC.

69. When CWCLP broke the news, many of the Community's displaced residents were still living out of their suitcases, being shuttled to various hotels on a short-term basis depending on availability.

70. As a result, few residents had regular access to a kitchen, let alone their clothes and furniture, and household goods, which were abandoned in their respective apartments when they were forced to immediately evacuate.

71. Despite having their lives turned upside-down for months since the evacuation, CWCLP then delivered another piece of terrible news: Defendants were going to stop paying for the residents' hotel accommodations by **June 27, 2023**, nineteen days from the date this information was conveyed to the displaced Community residents.

72. As the CWCLP Lease makes clear, however, a tenant's "move-out date can't be changed unless [landlord] and [tenant] both agree in writing." (See Lease, § 43.)

73. Here, of course, Defendants were advancing the cost to temporarily house the displaced Community residents because CWCLP blatantly violated its responsibilities under the Lease to, *inter alia*, (i) comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing; and (ii) make all reasonable repairs to the premises. (See Lease, §§ 30(3)-(4).)

74. Even if a rental agreement is properly terminated, however, CWCLP's Lease notably requires that a tenant must generally provide sixty-days' notice before terminating the rental agreement; a provision expressly designed to give the landlord sufficient time to locate a new tenant and avoid the harsh economic impact attendant to tenant's abrupt termination of the lease without monetary impact:

42.MOVE-OUT NOTICE. Before moving out, either at the end of the lease term, any extension of the lease term, or prior to the end of the lease term, you must give our representative advance written notice of your intention to vacate at least 60 days prior to move-out. If you move out prior to the end of the lease term, your notice does not act as a release of liability for the full term of the Lease Contract. Subject to our statutory duty to attempt to mitigate damages, you will still be liable for the entire Lease Contract term if you move out early under paragraph 21 (Release of Resident) except if you are able to terminate your tenancy under the statutory rights explained under paragraphs 11 or 21 (Early Move-Out or Release of Resident) or any other applicable laws. All notices to vacate must be in writing and must provide the date by which you intend to vacate. If you fail to vacate by the date set forth in your notice, you will automatically and immediately become a holdover tenant pursuant to state law, and we will have all remedies available under this Lease Contract and state law.

75. Thus, despite the sixty-day notice set forth in Defendants' Lease, CWCLP informed all displaced Community residents that they had nineteen days to secure new housing.

76. As such, all displaced Community residents are scrambling to find suitable accommodations within weeks, all while lacking their furnishings, kitchen utensils, and the sundry of basic items that anyone would need when moving into a new home.

77. Thus, CWCLP's decision to quickly cease providing alternative accommodations to these displaced Community residents—many of whom are on public assistance—places them in an existential financial quandary.

78. Indeed, as with anyone in their position, they need immediate access to sufficient funds, which would allow them to sign a new lease, pay a security deposit, move their furniture from

the Community and/or furnish a new apartment, and purchase scores of items that they were forced to abandon at the Property, just to make a new home functional.

79. To state the obvious, the cash outlay to make this transition under any situation—*let alone on a few weeks' notice*—is simply insurmountable for many residents.

80. Further adding to this crisis is the fact that many of the displaced Community residents are on public assistance and, on information and belief, there is a shortage of low-income housing available, like the Community development, where these residents can transition to on short notice.

81. On information and belief, however, Defendants recognized the financial distress this decision created for these displaced residents.

82. Specifically, CWCLP offered each displaced resident \$5,000 to ostensibly defray the costs of being jettisoned from their temporary accommodations, but with one significant catch: any Community resident who accepts these desperately-needed funds has to agree, amongst other provisions, to fully release any and all claims he or she has against CWCLP and its affiliates.

83. Thus, if a displaced resident executes the release and accepts a mere \$5,000 for having their lives turned upside down, the release deprives this resident of valuable consumer protection claims designed to curb the sharp practices in which Defendants engaged; namely, the very claims that Tiffany asserts here on behalf of herself and the Class (defined *infra*).

84. More troubling, however—and despite the excessively high levels of TCE to which many Community residents were exposed at the Property—CWCLP's release bars *future injury claims* that some residents may develop in the months and years to come as a result of potential chronic exposure to a known carcinogen.

85. Thus, any resident who accepts Defendants' proposal is barred from bringing any claims against Defendants as a result of being exposed to TCE at the Community; this is so even if, for example, the resident later develops kidney cancer, or liver cancer, or any of the myriad maladies associated with excessive TCE exposure.

86. These Community residents are thus being put in a Catch-22; they either (a) take desperately-needed money to restart their lives, but only if they sacrifice potential claims for being exposed to a known carcinogen that could manifest itself years later; or (b) decline Defendants' offer given the potential health consequences they may face years later, and accept the financial consequences of being ejected from their temporary housing on short notice.

87. On information and belief, Defendants are leveraging the economic vulnerability of these displaced residents to insulate CWCLP and its affiliates from downstream liability; Defendants know that many displaced residents have literally no other option but to accept the risk of potential health consequences that *may* arise when juxtaposed against the dire financial consequences that *will* arise if they decline Defendants' offer.

FACTUAL ALLEGATIONS SPECIFIC TO THE NAMED PLAINTIFF

Tiffany Signs Her Lease In February 2023 And Moves Into Her Apartment, But Is Forced To Evacuate A Month Later, Leaving All Of Her Possessions Behind

88. Before February 2023, Tiffany was living at an apartment in Menomonee Falls, but her lease term was coming to an end.

89. In considering different options, she came across the Community online. Though it was in the inner city, she thought that the amenities looked nice and decided to take a tour.

90. Tiffany toured the Community in January and ultimately looked at more than a dozen available units. She wanted a two-bedroom apartment for her and her son.

91. In touring the facility, Tiffany felt comforted that the Property would be safe for her and her family. Tiffany has a son and two grandchildren. Tiffany felt that the interior basketball court and fitness center would be attractive for her son, and that she could safely take her grandchildren to a park area in the interior corridor.

92. Tiffany saw that residents were already living in the East Block of the Community at the time of her tour and, as a result, she did not have any concern as to whether the development was completed and fit for residency.

93. Tiffany decided to sign a lease on or about February 13, 2023, and the term was to begin on February 15.

94. Tiffany went over the lease agreement with a property manager, and the lease was on a computer screen. The text on the computer was a form and, other than in certain areas specific to her unit and tenancy, could not otherwise be changed.

95. The form rental agreements are governed by and subject to Wisconsin law and require the CWC to keep the premises safe and sanitary consistent with prevailing law.

96. At no point before signing the lease, however, was Tiffany informed about the excessive TCE levels at the Community.

97. Had Tiffany known about this serious health and safety threat to both her and her son, she would have never entered into a rental agreement to lease an apartment at the Community.

98. Oblivious to the true nature of the Property, Tiffany thus executed the lease and hired movers to help move her from Menomonee Falls.

99. Shortly after arriving in February 2023, Tiffany got sick. She had a headache, was tired, dizzy, and nauseous. She felt awful and called for paramedics twice. She was transferred to the emergency department, where healthcare providers had difficulty diagnosing her.

100. Tiffany's son also experienced symptoms.

101. On March 25, once the evacuation order was put in place, she found out that she had approximately 30 minutes to leave the premises. Her son was at the barber, and after getting him home, she took about two days' worth of clothes. In the rush, she accidentally left behind her medications.

102. Since then, she has moved between temporary housing facilities. She still does not have many of her belongings. Her living arrangements have been difficult, but worse yet is the guilt that she feels for exposing her child and grandchildren to harmful contaminants.

CLASS ACTION ALLEGATIONS

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

The Class: All CWC tenants who signed leases at the Community and were then displaced as a result of the DNR's evacuation order.

104. 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: Defendants; any of Defendants' 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.

105. **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 one hundred former tenants at the CWC Site who were displaced as a result of the DNR's emergency evacuation order. Although the exact number of Class members is not yet known, the Class is readily identifiable from information and records in Defendants' possession, custody, and control and can be ascertained through appropriate discovery.

106. **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 each tenant signed a form lease agreement subject to Wisconsin law.
- ii. Whether the lease agreements are enforceable under Wisconsin law.
- iii. When and to what extent Defendants decided to occupy the Property notwithstanding environmental contamination concerns repeatedly raised by the DNR.
- iv. Whether Plaintiff and the Class has experienced out-of-pocket and/or pecuniary losses as a result of Defendants' conduct.
- v. Whether Plaintiff and the Class are entitled to damages and/or other monetary relief and, if so, in what amount or form should it take.

107. **Typicality**: Plaintiff's 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 Defendants' conduct: indeed, Tiffany and the Class: (i) leased apartments at the CWC Site developed and marketed by Defendants; (ii) have, are, or will suffer the same or similar monetary harm caused by renting apartments at the CWC Site, being exposed to potential carcinogens, and being displaced as a result of the DNR's evacuation order; and (iii) are all residents of the state of Wisconsin where the events described herein occurred. Accordingly, Tiffany and the Class' claims are subject to Wisconsin law

and all Class members may enforce their rights against Defendants pursuant to the claims identified below.

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

109. 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 Defendants; 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.

110. Pursuant to Wis. Stat. § 803.08(2)(b), Defendants have 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.

111. 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.

112. 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 injured persons or entities with a method for obtaining redress on claims that might be practicable to pursue individually, substantially outweigh any difficulties that may arise in the management of this class action.

113. Additionally, the amount of monetary damages at issue for each claim is such that the expenses of litigating Tiffany and each Class member's claims individually would be cost prohibitive, so much so that proceeding individually would deny Tiffany 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 Tiffany and the Class members have sustained.

114. Tiffany knows of no difficulty, nor can she foresee any difficulty, that she may have in maintaining this class action that would preclude its maintenance as such.

115. The undersigned counsel for Tiffany 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: STATUTORY VIOLATION OF WIS. STAT. § 100.20 &
WIS. ADMIN. CODE ATCP § 134.04
(Against All Defendants)**

116. Tiffany repeats and realleges the preceding paragraphs as if fully set forth herein.

117. Tiffany brings this claim on behalf of the Class identified above.

118. Section 100.20 of the Wisconsin Statutes (“Section 100.20”) prohibits individuals and entities from engaging in unfair trade practices. Wis. Stat. § 100.20(1).

119. To that end, Section 100.20 authorizes Wisconsin’s Department of Agriculture, Trade and Consumer Protection (“DATCP”) to “issue general orders forbidding methods of competition in business or trade practices in business which are determined by the [DATCP] to be unfair.” *Id.* § 100.20(2)(a).

120. The statute vests any person who suffers pecuniary loss stemming from a violation of “any order issued under [Section 100.20]” with a cause of action to sue for damages in a court of competent jurisdiction. *Id.* § 100.20(5).

121. Relevant here, Chapter ATCP 134 of Wisconsin’s Administrative Code (“ATCP 134”) specifies certain residential rental practice to which a “landlord” must adhere in leasing residential units to Wisconsin consumers. *See* Wis. Admin. Code ATCP §§ 134.01 *et seq.*

122. ATCP 134 was adopted under the authority of Section 100.20(2) and is enforceable through a private right of action pursuant to Section 100.20(5). Thus, Tiffany may enforce the mandates of ATCP 134 by way of a Section 100.20(5) claim on behalf of herself and members of the Class.

123. Applied here, ATCP § 134.04(4) specifies certain disclosure requirements that a “landlord” must make before leasing a residential space, including disclosures of conditions related to habitability:

CODE VIOLATIONS AND CONDITIONS AFFECTING HABITABILITY. Before entering into a rental agreement or accepting any earnest money or security deposit from the prospective tenant, the landlord shall disclose to the prospective tenant:

...

- (b) The following conditions affecting habitability, the existence of which the landlord knows or could know on basis of reasonable inspection, whether or not notice has been received from code enforcement authorities:

...

- 4. Any structural or other conditions in the dwelling unit or premises which constitute a substantial hazard to the health or safety of the tenant, or create an unreasonable risk of personal injury as a result of any reasonably foreseeable use of the premises other than negligent use or abuse of the premises by the tenant.

Wis. Admin. Code ATCP § 134.04(2).

124. In this case, CWCLP, the landlord, failed to disclose to Tiffany, the tenant, conditions known to landlord that represented a substantial hazard and unreasonable risk of injury to Tiffany, *i.e.*, environmental contamination, and all other tenants of the East Block.

125. Neither Tiffany, nor any member of the Class—nor any reasonable, prospective tenant, for that matter—would have executed the lease agreement with CWCLP had Defendants been honest brokers and explained the truth; namely, that they ignored the DNR’s “strong recommendations” to properly remediate the Property of TCE and complete necessary testing before accepting new tenants at the Community.

126. As a result of CWCLP’s violations of ATCP 134, Tiffany and the Class have suffered pecuniary loss, including but not limited to moving expenses, rent payments, and the loss of use of their premises and property, medical expenses and costs, as well as displacement.

127. Accordingly, Tiffany and the Class bring this claim for Defendants' violations of ATCP 134 through the Class's authority under Wis. Stat. § 100.20 and seek recovery for the losses suffered—in addition to the other remedies set forth under this statute, including exemplary damages and attorneys' fees—in an amount to be determined at trial.

**COUNT II: STATUTORY VIOLATION OF WIS. STAT. § 100.20 &
WIS. ADMIN. CODE ATCP § 134.09
(Against All Defendants)**

128. Tiffany repeats and realleges the preceding paragraphs as if fully set forth herein.

129. Tiffany brings this claim on behalf of the Class identified above.

130. Apart from a landlord's disclosure obligations pursuant to ATCP § 134.04, the Code also proscribes certain conduct designed to induce prospective tenants into a rental agreement:

MISREPRESENTATIONS. (a) No landlord may do any of the following for the purpose of inducing any person to enter into a rental agreement:

1. Misrepresent the location, characteristics or equivalency of dwelling units owned or offered by the landlord.

Wis. Admin. Code ATCP § 134.09(9)(a)(1).

131. As alleged above, Defendants advertised the Community as immaculate, new, family-oriented housing development that offered brand-new facilities and a safe environment for families, some of which are at subsidized rental rates. Indeed, Defendants maintain these advertisements on the Community's website to this day; representations concerning the characteristics of the Community's apartments that are offered by CWCLP, the Property's landlord.

132. In making these representations and holding itself out as the new, premier housing development in the Milwaukee metropolitan area, Defendants are also representing that the Community is at least equal to, if not far greater than, other developments from which Tiffany and the Class could have chosen to rent an apartment.

133. As the foregoing makes clear, however, these representations were false; the Community advertised itself to Tiffany and the Class in this manner when, in fact, it was laden with a serious environmental defect that forced Tiffany and her fellow Community Residents to evacuate because it posed a serious risk to their health and safety.

134. In other words, neither characteristics of the Community nor its equivalency to other, comparable developments were accurate.

135. Nonetheless, Defendants made these false advertisements to induce Tiffany and the Class to enter their respective leases at the Community and thus unwittingly expose themselves to a serious environmental hazard.

136. Neither Tiffany, nor any member of the Class—nor any reasonable, prospective tenant—would have executed their respective lease agreement with CWCLP not made these false representations.

137. Accordingly, Tiffany and the Class bring this claim for Defendants' violations of ATCP 134 through the Class's authority under Wis. Stat. § 100.20 and seek recovery for the losses suffered—in addition to the other remedies set forth under this statute, including exemplary damages and attorneys' fees—in an amount to be determined at trial.

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 Plaintiff as a class representative and the undersigned counsel as class counsel, including as pre-certification interim counsel;
- (C) An order that Defendants disgorge all rents, monies, revenues, tax credits, and/or profits they wrongfully obtained as a result of their acts and practices alleged in this Complaint;

- (D) That the Court award Plaintiff and the Class compensatory and/or restitutionary damages;
- (E) That the Court award Plaintiff and the Class punitive and/or exemplary damages in accordance with applicable law;
- (F) That the Court award Plaintiff and the Class costs and attorneys' fees incurred in connection with prosecuting this action; and
- (G) 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 14th day of June, 2023.

BARTON CERJAK S.C.

/s/ Electronically signed by Michael J. Cerjak

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