

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

CATHERINE SLAVISH, KARIMA AHMAD, KENNEATH BARNES, ETHEL CARTER FARMER, MARTHA CORBETT, MICHELE HALLOCK, MARY KOWALCZYK, DONNA LINDERMAN, BETTIE MANGUM, VICTOR MARIANO, GARY MATTHEWS, CHARLES MAURY, ALAN NEWTON, DAVID SMITH, DEBBRA SMITH, LISA STOKES, and EMILY WEBSTER, individually and on behalf of all similarly situated persons,

Plaintiffs,

v.

THE CITY OF WILKES-BARRE, PENNSYLVANIA HOUSING AUTHORITY (an agency of the Commonwealth of Pennsylvania), and DONNA KOZAK,

Defendants.

COMPLAINT – CLASS ACTION

JURY TRIAL DEMANDED

Civ. No. _____

Electronically filed

Plaintiffs, Catherine Slavish, Karima Ahmad, Kenneath Barnes, Ethel Carter Farmer, Martha Corbett, Michele Hallock, Mary Kowalczyk, Donna Linderman, Bettie Mangum, Victor Mariano, Gary Matthews, Charles Maury, Alan Newton, David Smith, Debra Smith, Lisa Stokes, and Emily Webster, by their counsel, Law Office of Peter C. Wood, Jr., PC, bring this action individually and on behalf

of the class of all persons who currently reside at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania 18702, or resided therein at any time from 2013 to date, against Defendants, The City of Wilkes-Barre, Pennsylvania Housing Authority, and Donna Kozak. Plaintiffs allege upon knowledge as to themselves and their own acts, and otherwise upon information and belief, as follows:

INTRODUCTION

1. Plaintiffs bring this action pursuant to Federal Rule of Civil Procedure 23, on behalf of themselves and as representatives for all similarly situated current and former tenants of Lincoln Plaza, located in Wilkes-Barre, Pennsylvania.

2. Lincoln Plaza is a 200-unit public housing project owned and/or operated by Defendant, The City of Wilkes-Barre, Pennsylvania Housing Authority (“WBHA”).

3. Lincoln Plaza is composed primarily of low-income individuals, the elderly, and individuals with physical or mental disabilities. Specifically, a renter is eligible for tenancy at Lincoln Plaza if he or she is an adult individual and is a single person, disabled, and/or older than 62 years of age. In addition, applicants for public housing projects such as Lincoln Plaza must meet income requirements as established by the United States Department of Housing and Urban Development (“HUD”).

4. Plaintiffs consist of current and former residents of Lincoln Plaza who are single, elderly, and/or disabled, and who meet the HUD income requirements for public housing projects.

5. Plaintiffs have fallen prey to unconscionable and substandard living conditions due to a severe and unabated infestation of bed bugs at Lincoln Plaza. At least as early as 2013, Defendant WBHA and the property manager of Lincoln Plaza, Defendant Donna Kozak (“Kozak”), became aware that residents were encountering bed bugs in their apartments. Defendants, however, failed to promptly and adequately address the infestation, thereby enabling the bed bugs to spread throughout the premises.

6. As the infestation spread, Defendant Kozak attempted to actively conceal the infestation from residents. Defendant Kozak repeatedly denied that *any* bed bugs were present in the building, instructed residents not to discuss the infestation, and threatened those who voiced their concerns with eviction.

7. Defendants continued to rent out units at Lincoln Plaza with knowledge of the infestation, but failed to disclose the unsafe conditions to existing and prospective tenants.

8. Despite being notified of the presence of bed bugs over and over again, Defendants have failed to take reasonable measures to remedy the infestation.

9. Today, bed bugs can be found on every floor of all three buildings at Lincoln Plaza, in multiple apartments on each floor, as well as in common areas, including hallways, elevators, and the resident community room.

10. As a result of Defendants' conduct, the apartments at Lincoln Plaza have been reduced to dangerous and essentially uninhabitable living units with no more than nominal values.

11. Plaintiffs bring this suit on behalf of themselves and all those similarly situated to recover damages for deprivation of their constitutional rights and deprivation of quiet enjoyment of their homes, as well as for injunctive relief.

PARTIES

12. Plaintiff Catherine Slavish is an adult individual residing at 101 Haverford Drive, Laflin, Pennsylvania 18702. Plaintiff Slavish was a resident at Lincoln Plaza from 2014 through May 2017.

13. Plaintiff Karima Ahmad is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

14. Plaintiff Kenneath Barnes is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

15. Plaintiff Ethel Carter Farmer is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

16. Plaintiff Martha Corbett is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

17. Plaintiff Michele Hallock is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

18. Plaintiff Mary Kowalczyk is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

19. Plaintiff Donna Linderman is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

20. Plaintiff Bettie Mangum is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

21. Plaintiff Victor Mariano is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

22. Plaintiff Gary Matthews is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

23. Plaintiff Charles Maury is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

24. Plaintiff Alan Newton is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

25. Plaintiff David Smith is an adult individual residing at 101 Haverford Drive, Laflin, Pennsylvania 18702. Plaintiff Smith was a resident at Lincoln Plaza from 2012 through May 2017.

26. Plaintiff Debra Smith is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

27. Plaintiff Lisa Stokes is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

28. Plaintiff Emily Webster is an adult individual residing at Lincoln Plaza, 50 Lincoln Street, Wilkes-Barre, Pennsylvania, 18702.

29. Defendant WBHA is a housing agency with a principal place of business located at 50 Lincoln Street, Wilkes-Barre, Pennsylvania 18702.

30. At all times relevant and material herein, Defendant WBHA acted by and through its agents, servants, employees and/or other representatives, who acted within the course and scope of their authority and/or employment by, and in furtherance of the business of, said Defendant.

31. Defendant Kozak is an adult individual and employee of Defendant WBHA, and served as the property manager of Lincoln Plaza at all times relevant and material herein.

JURISDICTION AND VENUE

32. This Court has jurisdiction over Plaintiffs' federal claims in accordance with 28 U.S.C. § 1331 because this civil action arises under a law of the United States and seeks redress for violations of a federal law. This Court has jurisdiction over Plaintiffs' state law claims because they are supplemental to Plaintiffs' underlying federal claims and derive from a common nucleus of operative facts pursuant to 28 U.S.C. § 1367.

33. This Court may properly maintain personal jurisdiction over Defendants because Defendants' contacts with this Commonwealth and this judicial district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice.

34. Venue is properly laid in this judicial district pursuant to 28 U.S.C. § 1391, as a substantial part of the acts or omissions giving rise to the claims alleged herein occurred within this judicial district, and Defendants are subject to personal jurisdiction in this district.

FACTUAL ALLEGATIONS

35. Defendant WBHA is a housing authority. It was created pursuant to the Pennsylvania Housing Authorities Law, which provides, in relevant part, that “[a]n Authority shall constitute a public body, corporate and politic, exercising public powers of the Commonwealth as an agency thereof” 35 P.S. § 1550.

Accordingly, Defendant WBHA is a Commonwealth agency. E.g., City of Philadelphia v. Lead Indus. Ass'n, Inc., 994 F.2d 112, 119 (3d Cir. 1993).

36. The Pennsylvania Housing Authorities Law authorizes Defendant WBHA to, among other things, “prepare, carry out, acquire, lease, and operate housing projects.” 35 P.S. § 1550(e).

37. Lincoln Plaza is a 200-unit public housing project owned and operated by Defendant WBHA. It consists of a ten-floor, 150-unit high-rise building, and two two-floor, 25-unit buildings.

38. Public housing was established to provide decent and safe rental housing for eligible low-income families, the elderly, and persons with disabilities.

39. HUD administers federal aid to local housing agencies, including Defendant WBHA. These housing agencies, in turn, manage the housing for low-income residents at rents they can afford.

40. Defendant WBHA collects rents from the residents at Lincoln Plaza based upon a HUD financing program for public housing buildings, whereby fair market rental values for the Lincoln Plaza apartments are computed using data from Wilkes-Barre, Pennsylvania. Residents pay approximately 30 percent of their adjusted monthly income toward these rental values, with the remainder being subsidized in whole or in part by federal funds.

41. Plaintiffs are current and former tenants of Lincoln Plaza, are single persons, disabled, and/or elderly (over 62 years of age), and satisfy the income restrictions imposed by HUD.

42. Plaintiffs' tenancies are governed by a lease agreement that includes an express warranty of habitability. (A true and correct copy of the lease agreement is attached hereto as **Exhibit "A"**.) The lease agreement provides, in relevant part, that:

The Authority shall be obligated:

1. To maintain the dwelling unit and the property in decent, safe and sanitary conditions;
2. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety;
3. To make necessary repairs to the dwelling unit;
4. To keep buildings, facilities, and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a clean and safe condition[.]

43. At all times relevant and material herein, HUD health and safety regulations required that all public housing buildings like Lincoln Plaza be decent, safe, sanitary, and in good repair; that all areas and components of the housing be free of vermin; that there be no evidence of infestation by vermin; and that the housing also comply with local building and maintenance codes.

44. At least as early as 2013, residents at Lincoln Plaza began complaining to Defendants about the presence of bed bugs in their apartments and common areas.

45. Bed bugs are small parasitic insects that feed entirely on the blood of vertebrates, and have a preference for human blood. Bed bugs are active mainly at night, and usually bite people while they are sleeping. In apartment complexes such as Lincoln Plaza, bed bugs can crawl out of one apartment, up or down a hallway, and into another apartment. They can also travel within the walls.

46. Although Defendants knew or should have known that Lincoln Plaza was infested with bed bugs, Defendants failed to disclose the infestation to Plaintiffs, and rented out apartments without disclosing the same. Defendants also failed to take appropriate action to remediate the infestation.

47. In addition, Defendant Kozak attempted to conceal the bed bug infestation from residents of Lincoln Plaza, not only by failing to disclose the infestation, but through denying that bed bugs were present on the premises, instructing residents who complained about bed bugs not to discuss the infestation, and threatening to evict and/or retaliate against residents who voiced concerns about the infestation.

48. Defendant Kozak also falsely informed residents that bed bugs do not travel, and that residents cannot pick up bed bugs from common areas such as the resident community room.

49. As a result of Defendants' conduct, the bed bug infestation spread throughout the premises.

50. Defendants have continued to receive numerous tenant complaints concerning bed bugs, but have still refused to take appropriate corrective action.

51. Today, bed bugs can be found on every floor of all three buildings at Lincoln Plaza, in multiple apartments on each floor, as well as in common areas, including hallways, elevators, and the resident community room.

52. Plaintiffs and other residents have suffered repeated bed bug bites, loss of sleep, anxiety, aggravation, inconvenience, emotional distress, health-related problems and loss of personal property due to the infestation.

53. Defendants' foregoing conduct has enabled and facilitated the collection of excessive, unjust, and confiscatory rental payments from residents to Defendant WBHA, as residents have been trapped and manipulated into having to provide monthly compensation to Defendant WBHA for apartments that no longer reflect the fair market values of similar apartments in Wilkes-Barre, Pennsylvania, as determined by HUD, but instead have been reduced to dangerous and essentially

uninhabitable living units with no more than nominal values. Accordingly, a common abatement of rent is justified.

CLASS ACTION ALLEGATIONS

54. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

55. Plaintiffs bring this action as a class action pursuant to Federal Rule of Civil Procedure 23(a) and 23(b) on behalf of a class consisting of all persons who currently reside in Lincoln Plaza, or resided therein at any time from 2013 to date (the “Class”).

56. The Class and this action satisfy the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

Numerosity

57. Lincoln Plaza has approximately 200 apartments, which have been at all times complained of herein fully or almost fully occupied, making members of the Class so numerous that joinder of all members is impracticable, as required by Rule 23(a)(1).

Commonality

58. Members of the Class have been or are being damaged in the same manners by the same bed bug infestation in the same multifamily building, all of said damage being attributable to and exacerbated by the same willful and wanton

course of conduct by Defendant Kozak in deliberately concealing and suppressing communication about the bed bug infestation at Lincoln Plaza, and Defendant WBHA's failure to implement appropriate and effective measures to remediate the bed bug infestation , thereby demonstrating that there are questions of law or fact common to the Class, as required by Rule 23(a)(2).

Typicality

59. Plaintiffs, having been and/or continuing to be residents of Lincoln Plaza at all times complained of herein, and having been and/or continuing to be damaged by the Lincoln Plaza bed bug infestation by having their apartments invaded and rendered unsafe and uninhabitable, present claims as representative parties that are typical of the claims of the Class, as required by Rule 23(a)(3).

Adequate Representation

60. Plaintiffs will fairly and adequately protect the interests of members of the Class and have retained competent counsel who are experienced in class action litigation.

61. Plaintiffs and their counsel are committed to vigorously prosecuting this action on behalf of the Class and have the financial resources to do so.

62. Neither Plaintiffs nor their counsel have interests adverse to any members of the Class.

63. Plaintiffs fully appreciate their role of representing the numerous members of the Class who have been harmed by the bed bug infestation.

Risk of Inconsistent Adjudications

64. Were separate actions able to be brought against Defendants by the hundreds of individual residents of Lincoln Plaza, inconsistent or varying adjudications could establish incompatible standards for Defendants' conduct, or lack thereof, in response to the bed bug infestation at Lincoln Plaza, which might substantially impair or impede the abilities of both Plaintiffs and Defendants to protect their interests in separate but similar actions, thus satisfying Rule 23(b)(1).

Predominance of Common Questions

65. This action satisfies Rule 23(b)(3) because numerous questions of law and fact common to Class members predominate over any question affecting only individual members. The answers to these common questions will advance resolution of the litigation as to all Class members. These common legal and factual questions include:

- a) Whether the members of the Class have been subjected to an infestation of bed bugs;
- b) Whether the members of the Class are single persons, disabled, and/or elderly individuals, who satisfy the HUD income restrictions, and who have availed themselves of the benefits of a public housing project;

- c) Whether Defendant WBHA has been unjustly enriched by charging Class members unreasonably high rent based on the substandard conditions of the rental units;
- d) Whether the Class members are entitled to restitution of excessive rent collected by Defendant WBHA;
- e) Whether Defendant Kozak deprived the members of the Class of their constitutional rights;
- f) Whether the bed bug infestation at Lincoln Plaza constitutes a state-created danger; and
- g) Whether the Court should enjoin the continuation of the foregoing acts and conduct of Defendants.

Superiority

66. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all members is impracticable.

67. Defendants have acted on grounds generally applicable to the Class, thereby making appropriate final legal and equitable relief with respect to the Class as a whole.

68. Furthermore, as the damages suffered by individual Class members may be relatively small, the expense and burden of individual litigation make it

impossible for members of the Class to individually redress the wrongs done to them.

69. Meanwhile, the damages to the Class in the aggregate are large enough to justify the significant expense for research, investigation, discovery, hiring of experts and trial preparation.

70. The prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for the Defendants.

71. Class treatment of common questions of law and fact will conserve the resources of the courts and the litigants, and will promote consistency and efficiency of adjudication.

72. This action is manageable as a class action.

Rule 23(b)(2) Injunctive Relief

73. In addition to the above, Plaintiffs bring this class action under Rule 23(b)(2) because Defendants have acted or refused to act on grounds that apply generally to the Class as a whole, such that final injunctive relief is appropriate with respect to the Class as a whole.

Rule 23(c)(4) Certification of Particular Issues

74. In the alternative to certification under Rule 23(b), Plaintiffs and the Class seek to maintain a class action with respect to particular issues under Rule 23(c)(4).

75. The adjudication of each Defendant's liability involves issues and questions common to the entire Class, such that certification pursuant to Rule 23(c)(4) is appropriate.

COUNT I

**VIOLATION OF 42 U.S.C. § 1983
(Plaintiffs v. Defendant Kozak)**

76. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

77. 42 U.S.C. § 1983 provides, in relevant part, that:

Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State . . . subjects, or causes to be subjected, any citizen of the United States . . . to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress

78. The Fifth and Fourteenth Amendments to the Constitution of the United States prohibit, as a denial of due process of law, governmental action that intentionally and foreseeably puts vulnerable individuals into a position of threat

and endangerment created and then exacerbated by that governmental body, and which foreseeably results in substantial injury to their persons, property and/or impairment of their liberty interests of mobility to come and go as they like, to raise their families without governmentally-caused interference and threat, and to enjoy ordinary and necessary human contact with family, friends, and society in general.

79. Defendant Kozak, acting in her individual capacity under the color of authority bestowed upon her by 35 P.S. § 1550(e) to operate housing projects, acted in a reckless, willful and wanton, and/or intentional manner in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States, by: (i) failing to disclose to residents the existence and/or severity of the bed bug infestation at Lincoln Plaza; (ii) lulling new residents and their families into leasing apartments in a building infested and overrun with bed bugs that Defendant Kozak knew would attack their persons and invade their personal property; (iii) failing to use or even approximate the best practices and most effective methods of bed bug control and eradication in multifamily buildings; and (iv) instructing residents not to discuss the bed bug infestation, and threatening to evict and/or retaliate against residents who voiced concerns about the infestation.

80. As a result of Defendant Kozak's conduct, the bed bug infestation at Lincoln Plaza constitutes a state-created danger. By having knowledge of the bed

bug infestation at Lincoln Plaza, which posed a danger to tenants, and failing to remediate the infestation when it posed a danger to tenants, Defendant Kozak allowed the infestation to reach a level of danger to the tenants that would shock the conscience of a reasonable person.

81. Defendant Kozak's course of action and inaction allowed the bed bug infestation to spread throughout the entire premises at Lincoln Plaza, thereby rendering the apartments at Lincoln Plaza uninhabitable and worthless, causing harm to Plaintiffs and the Class.

82. Defendant Kozak's conduct was willful, wanton, and indifferent to the rights, health, and safety of Plaintiffs and the Class so as to justify an award of punitive damages.

COUNT II

NEGLIGENCE

(Plaintiffs v. Defendant WBHA)

83. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

84. As the owner and landlord of Lincoln Plaza, Defendant WBHA has a duty to exercise reasonable care in the maintenance of the premises for the protection of residents and their guests.

85. Defendant WBHA had certain knowledge of the existence of a bed bug infestation at Lincoln Plaza no later than 2013, and at that time either foresaw or should have foreseen the likelihood of harm to residents and their guests.

86. The purpose for which Plaintiffs entered the premises of Lincoln Plaza was to occupy both their individual living units and the common areas, as contemplated by their lease agreements.

87. Plaintiffs entered, occupied, and made use of the premises of Lincoln Plaza in the time, manner, and circumstances contemplated under the lease agreements.

88. Defendant WBHA had the opportunity and ability to repair and maintain the premises of Lincoln Plaza by controlling and eradicating the bed bug infestation.

89. Defendant WBHA had the opportunity and ability to provide adequate warning of the bed bug infestation.

90. The burden on Defendant WBHA in terms of inconvenience or cost in providing protection to residents and their guests was outweighed by the associated harm of not doing so.

91. Defendant WBHA acted unreasonably with respect to the inspection, maintenance, and repair of the premises of Lincoln Plaza, and in its failure to warn residents or their guests about the bed bug infestation.

92. Defendant WBHA, in failing to exercise reasonable care in the maintenance of the premises of Lincoln Plaza for the protection of Plaintiffs, proximately caused the above described harm and damages to Plaintiffs.

COUNT III

BREACH OF EXPRESS WARRANTY OF HABITABILITY (Plaintiffs v. Defendant WBHA)

93. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

94. In connection with their tenancy at Lincoln Plaza, each Plaintiff signed a lease agreement with Defendant WBHA that provided an express warranty of habitability.

95. Defendant WBHA has a contractual duty to promptly remedy all conditions that render the premises unsafe, unsanitary, or otherwise untenable.

96. Plaintiffs' apartments have been rendered uninhabitable due to the bed bug infestations described herein.

97. Defendant WBHA has materially breached the lease agreements by failing to remedy said bed bug infestations.

98. Plaintiffs have been harmed due to Defendant WBHA's breach of the lease agreements.

COUNT IV

**BREACH OF IMPLIED WARRANTY OF HABITABILITY
(Plaintiffs v. Defendant WBHA)**

99. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

100. In connection with their tenancy at Lincoln Plaza, each Plaintiff signed a lease agreement with Defendant WBHA.

101. Pennsylvania law implies a warranty of habitability in every residential lease agreement.

102. Thus, Defendant WBHA has a duty to promptly remedy all conditions that render the premises unsafe, unsanitary, or otherwise untenable.

103. Plaintiffs' apartments have been rendered uninhabitable due to the bed bug infestations described herein.

104. Defendant WBHA has materially breached the lease agreements by failing to remedy said bed bug infestations.

105. Plaintiffs have been harmed due to Defendant WBHA's breach of the lease agreements.

COUNT V

**UNJUST ENRICHMENT
(Plaintiffs v. Defendant WBHA)**

106. Plaintiffs hereby incorporate the preceding paragraphs by reference as though fully set forth at length herein.

107. At all times relevant and material herein, Plaintiffs have paid full rent to Defendant WBHA in accordance with the lease agreements.

108. Defendant WBHA has failed to maintain Lincoln Plaza in a habitable condition by refusing to eradicate the bed bug infestation described herein.

109. Plaintiffs' rental payments are not reflective of the value of the apartments in which they reside.

110. It would be inequitable to allow Defendant WBHA to retain Plaintiffs' rental payments.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs individually and as class representatives for the residents of Lincoln Plaza, pray that judgments be entered in their favor and against Defendant WBHA and Defendant Kozak, in the following respects:

a) An order certifying this action as a class action pursuant to Federal Rule of Civil Procedure 23, defining the class as all persons who currently reside in Lincoln Plaza or resided therein at any time since 2013, authorizing the named

Plaintiffs to represent the class (including any subclasses), appointing their attorneys as counsel for the class (including any subclasses), and otherwise providing in all respects that this action proceed as a class action under Rule 23;

b) An order entering a permanent injunction against Defendant WBHA and Defendant Kozak, requiring them to: (i) immediately disclose to residents of Lincoln Plaza and to HUD the history of the bed bug infestation from 2013 to date, including, but not limited to, its present scope and level of severity, which shall be ascertained, at Defendants' expense, by a building-wide inspection by a professional pest management service, as agreed to by the parties or determined by the Court; (ii) depending upon the results of the inspection, to create and implement an integrated pest management plan for Lincoln Plaza with the active participation of current residents and an appropriate professional pest management service, and/or to have the buildings evacuated and fumigated, steam-treated, or heat-treated at Defendants' expense, in accordance with HUD rules and policies and subject to further supervision by the Court; (iii) to make periodic reports to the residents of Lincoln Plaza and to the Court of the progress of the eradication efforts; and (iv) to refrain from any retaliatory conduct whatsoever, including even the appearance thereof, toward Plaintiffs and/or residents for their seeking of the instant judicial relief;

c) An order awarding damages on all counts herein against Defendant WBHA and Defendant Kozak, said damages to include, as appropriate under each count, recovery for residents' deprivation of constitutional rights, excessive rental payments, rent diminution and abatement, and deprivation of quiet enjoyment of their homes caused them by Defendants' above described course of conduct, including Plaintiffs' recovery from Defendants of all costs of suit, attorneys' fees, expert witness fees, and further expenses of litigation as the Court deems justified and appropriate;

d) An order awarding punitive damages pursuant to Count I against Defendant Kozak, in her individual capacity, in a sufficient amount to deter repetition of the same or similar conduct by other managers of public housing complexes or other similar multifamily buildings;

e) That the Court retain jurisdiction of this case until Lincoln Plaza is shown to be free of bed bugs; and

f) All other relief as the Court deems just and equitable.

JURY DEMAND

Plaintiffs, individually and on behalf of all similarly situated persons, hereby request a jury trial on all issues so triable.

Respectfully submitted,

Law Office of Peter C. Wood, Jr., PC

Date: 8/17/2017

BY: s/ Peter C. Wood, Jr.
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Plaintiffs (continued):

**Mariano, Victor; Matthews, Gary; Maury, Charles; Newton, Alan; Smith, David; Smith, Debra;
Stokes, Lisa; Webster, Emily**

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wilkes-Barre \(PA\) Housing Project Residents Sue Over Bed Bug Infestation](#)
