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LUCAS COUNTY

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COMMON PLEAS COURT
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COMMON PLEAS COURT
LUCAS COUNTY, OHIO

James Cole)	Case No.	CI0201404948
c/o Riviera Maia Apartments)		
1233 Cribb Street	)	Judge	Duhart
Toledo, Ohio 43612)		
And	)	COMPLAINT WITH JURY DEMAND	
	)	ENDORSED HEREON	
Pamela Holman	)	Jack G. Fynes (0012747)	
6126 North Towne Court, Apt. 2	)	jfynes@slk-law.com	
Toledo, Ohio 43612	)	SHUMAKER, LOOP & KENDRICK, LLP	
And	)	1000 Jackson Street	
	)	Toledo, Ohio 43604	
Dante Lamont Adams	)	TEL: (419) 321-1290	
6126 North Towne Court, Apt. 2	)	FAX: (419) 241-6894	
Toledo, Ohio 43612	)	Attorneys for Plaintiffs	
And)		
)		
Roy Shoemaker)		
c/o Riviera Maia Apartments)		
1233 Cribb Street)		
Toledo, Ohio 43612)		
And)		
)		
Tiara McLean)		
2150 North McCord, Apt. 51)		
Toledo, Ohio 43615)		
And)		

Sharonda Steward)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Connie Reed)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Richard and Deborah Webster)
2101 Stirrup Lane, Apt. 4)
Toledo, Ohio 43613)

And)

Jeremy and Kayla Webster, individually and)
as parents and natural guardians of Emilee)
Webster and Kal-el Webster)
c/o Riviera Maia Apartments)
5327 Springdale)
Toledo, Ohio 43613)

And)

Jared Hissem)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Shaellieon Jones)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Allen Brimmer)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Tabitha Fligor)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Phoenicia Jerew)
5552 Harshcel Drive)
Toledo, Ohio 43623)

And)

Pamala L. Smith, individually and as parent)
and natural guardian of Chrisgen L. Smith)
5552 Harshcel Drive)
Toledo, Ohio 43623)

And)

Dametria Jordan, individually and as parent)
and natural guardian of Darell Brown and)
Shamar Williams)
3226 St. Bernard)
Toledo, Ohio 43606)

And)

Marsha Glover)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

Sabrina Meyers)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

)
Bryan and Heather Border, individually and
as parents and natural guardians of Akia)
Hardiman, Hadiya Hardiman, Kassari)
Hardiman and Zahra Hardiman)
3368 Glenwood)
Toledo, Ohio 43610)

And)

)
Skyler Moran)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

)
Lisa Cammalleri, individually and as parent)
and natural guardian of Sofia M. Gould and)
Riley P. Gould)
c/o Quality Inn)
1401 East Mall Road)
Holland, Ohio 43528)

And)

)
Hershel Riggs)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

)
Edna Fane)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

)
Jennifer Lopez, individually and as parent and)
natural guardian of Olivianna English-Waller)
737 Alvison Road)
Toledo, Ohio 43612)

)
And)

Timothy Waller)
737 Alvison Road)
Toledo, Ohio 43612)

And)

Philip and Tishina Newell, individually and as)
parents and natural guardians of Skye Jackson)
c/o Riviera Maia Apartments)
1233 Cribb Street)
Toledo, Ohio 43612)

)
Plaintiffs,)

-vs-)

KIDZ Real Estate Group, LLC)
c/o Vlad Sklarov, S.A.)
1233 Cribb Street)
Toledo, Ohio 43612)

And)

SS Management Group, Inc.)
c/o Vlad Sklarov)
200 East Howard Avenue, Suite 296)
Des Plaines, Illinois 60018)

And)

Vladimir Sklarov)
460 Hunter Lane)
Lake Forest, Illinois 60045)

And)

Sharon L. Sklarov)
200 East Howard Avenue, Suite 296)
Des Plaines, Illinois 60018)

)
Defendants.

1. Plaintiffs were, at all times relevant, residents of Lucas County and "tenants" within the meaning of O.R.C. § 5321.01(A).

2. Defendant, KIDZ Real Estate Group, LLC (KIDZ), is an Ohio limited liability company with its principal place of business at 1233 Cribb Street in Toledo, Ohio 43612.

3. Defendant, SS Management Group, Inc. (SSMG), is an Illinois business entity transacting such business in the state of Ohio as to subject it to the personal jurisdiction of this court.

4. Defendants, Vlad and Sharon Sklarov (Vlad or Sharon, collectively Sklarov), are residents of Illinois, and were, at all times relevant, the owners, principals and managers of KIDZ and SSMG, transacting such business in the state of Ohio as to subject them to the personal jurisdiction of this court.

5. Defendants were, at all times relevant, "landlords" within the meaning of O.R.C. § 5321.01(B) and also the owners, operators and/or managers of "residential premises" within the meaning of O.R.C. § 5321.01(C) commonly known and identified as Riviera Maia Apartments in Lucas County.

6. At various times and for various lengths of time prior to November 21 and December 3, 2014, each plaintiff executed and entered into a "rental agreement" with the defendants within the meaning of O.R.C. § 5321.01(D), pursuant to which each plaintiff leased from defendants and thereafter occupied a "dwelling unit" within the meaning of O.R.C. § 5321.01(F), which rental agreements established the terms, conditions, rules and other provisions governing each plaintiff's use and occupancy of each plaintiff's dwelling unit and the residential premises.

7. Each plaintiff paid the defendants a "security deposit" within the meaning of O.R.C. § 5321.01(E).

8. During the tenancy and occupancy of their dwelling units and residential premises, plaintiffs fully performed and complied with each and all of the duties and responsibilities imposed upon them either by the terms of their leases or by law.

9. On or before November 21 or December 3, 2014, City of Toledo, pursuant to court order, determined, *inter alia*, that the Riviera Maia Apartments, including the dwelling units occupied by plaintiffs, were hazardous and unsafe, failed to comply with applicable building codes, statutes, ordinances and regulations, were otherwise uninhabitable and unfit for human occupancy, ordered plaintiffs and all other occupants of Riviera Maia Apartments to immediately vacate the same, and also terminated all utility services to the properties.

10. Plaintiffs have suffered and incurred the damages described below as a direct and proximate result of defendants' wilful, reckless, negligent and illegal conduct as described herein.

FIRST CLAIM FOR RELIEF

(Retaliation)

11. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 10 above as if fully rewritten.

12. During their respective tenancies, plaintiffs complained to the defendants that defendants had violated or were otherwise failing to comply with the obligations imposed upon them pursuant to O.R.C. § 5321.04 and their leases.

13. Plaintiffs also complained to appropriate governmental agencies that defendants were in violation of various building, housing, health or safety codes applicable to

Riviera Maia including their dwelling units, which violations materially affected plaintiffs' health and safety.

14. Defendants retaliated against plaintiffs by increasing or attempting to increase plaintiffs' rent, decreasing services to which plaintiffs were entitled, and/or by bringing or threatening to bring an action for possession of plaintiffs' dwelling units in violation of O.R.C. § 5321.02.

15. Plaintiffs suffered damages greater than \$25,000 as a direct and proximate result of defendants' retaliatory conduct.

SECOND CLAIM FOR RELIEF

(Breach of Statutory Duties)

16. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 15 above as if fully rewritten.

17. Defendants violated or otherwise failed to comply with the obligations imposed upon them by O.R.C. § 5321.04. Specifically, defendants wilfully and/or negligently failed and/or refused to: (1) comply with the requirements of all applicable building, housing, health and safety codes that materially affected plaintiffs' and other tenants' health and safety; (2) make all repairs and do whatever was reasonably necessary to operate and maintain the Riviera Maia Apartments in a fit and habitable condition for plaintiffs and other tenants; (3) keep all common areas of Riviera Maia Apartments in a safe and sanitary condition; (4) maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating and air conditioning fixtures and appliances.

18. Plaintiffs suffered damages greater than \$25,000 as a direct and proximate result of defendants' wilful and/or negligent failure to comply with O.R.C. § 5321.04.

THIRD CLAIM FOR RELIEF

(Failure to Refund Security Deposits)

19. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 18 above as if fully rewritten.

20. Defendants have wilfully failed and refused to refund or otherwise account to plaintiffs for their security deposits, despite plaintiffs' demands that defendants do so, in violation of O.R.C. § 5321.16(B).

21. As a result of defendants' failure to comply with O.R.C. § 5321.16(B), each plaintiff is entitled to recover his security deposit, together with damages in an amount equal to the amount wrongfully withheld, plus reasonable attorneys' fees pursuant to O.R.C. § 5321.16(C).

FOURTH CLAIM FOR RELIEF

(Conversion)

22. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 21 above as if fully rewritten.

23. Defendants installed "submeters" on the utility lines supplying water to each of plaintiff's dwellings, thereby permitting defendants to resell city-supplied water to plaintiffs at a profit, without plaintiffs' knowledge or permission, in violation of plaintiffs' leases and also in violation of Toledo Municipal Code § 933.06.

24. Defendants also charged plaintiffs for water services supplied to vacant dwellings and/or dwellings occupied by other tenants, without plaintiffs' knowledge or permission, in violation of plaintiffs' leases and also in violation of Toledo Municipal Code § 933.06.

25. Plaintiffs suffered damages in an amount yet to be determined but estimated to exceed \$25,000 as a result of defendants' theft, conversion and fraudulent misappropriation of their occupancy utility fees.

FIFTH CLAIM FOR RELIEF

(Constructive Eviction)

26. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 25 above as if fully rewritten.

27. Defendants' wilful and/or negligent violations of and noncompliance with O.R.C. § 5321.04 constitute interference with plaintiffs' intended enjoyment of their leased premises of a substantial nature and so injurious to plaintiffs as to effectively deprive them of the beneficial enjoyment and use of their leased premises.

28. Plaintiffs suffered damages in an amount not yet determined but estimated to exceed \$25,000 as a direct and proximate result of their constructive eviction by defendants.

SIXTH CLAIM FOR RELIEF

(Fraudulent Transfer - O.R.C. § 1336.04)

29. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 28 above as if fully rewritten.

30. At all times relevant, plaintiffs were "creditors" with "claims" within the meaning of O.R.C. Chapter 1336.01, *et seq.*

31. At all times relevant, defendants were "debtors" with a "debt" within the meaning of O.R.C. Chapter 1336.01, *et seq.*

32. At all times relevant, defendants were "debtors" and/or "affiliates" and/or "insiders" within the meaning of O.R.C. Chapter 1336.01, *et seq.*

33. During the course of plaintiffs' tenancies at Riviera Maia, defendants regularly received the plaintiffs' and other tenants' rental payments and fraudulently embezzled or transferred the same, in whole or in part, to other defendants and other persons and business entities affiliated and/or associated with defendants within the meaning of O.R.C. § 1336.04(A)(1) and/or § 1336.04(A)(2), in that defendants made the transfers (1) with actual intent to hinder, delay or defraud their creditors including plaintiffs; and (2) without receiving a reasonably equivalent value in exchange for the transfer and defendants intended to incur, or believed or reasonably should have believed that they would incur, debts beyond their ability to pay as they became due regarding the operation and maintenance of Riviera Maia Apartments.

SEVENTH CLAIM FOR RELIEF

(Fraudulent Transfer - O.R.C. § 1336.05)

34. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 33 above as if fully rewritten.

35. The receipt, embezzlement and/or and transfer of plaintiffs' and other tenants' rental fees by defendants to other persons or entities constituted fraudulent transfers within the meaning of O.R.C. § 1336.05 in that defendants did not receive a reasonably equivalent value in exchange for the transfers and defendants became insolvent as the result of said transfers.

EIGHTH CLAIM FOR RELIEF

(Pierce Corporate Veil)

36. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 35 above as if fully rewritten.

37. As the sole members, owners, principals and managers of SSMG and KIDZ, Val and Sharon Sklarov exercised such complete control over those entities that the entities had no

separate mind, will or existence of their own, exercised said control over SSMG and KIDZ in such a manner as to commit fraud, illegal and/or unlawful acts described herein, for the purpose of avoiding and defrauding their creditors including these plaintiffs.

NINTH CLAIM FOR RELIEF

(Negligence – Personal Injury)

38. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 37 above as if fully rewritten.

39. During the course of their tenancies, many plaintiffs were injured as a direct and proximate result of defendants' negligence and failure to comply with the obligations imposed upon them as landlords by O.R.C. § 5321.04.

40. For example, plaintiff Pamela Holman broke her leg and suffered other personal injuries after falling in a hole in defendants' parking lot that had not been maintained and had not been properly lighted.

41. By way of further example, Tiera McLean was injured and hospitalized as the result of chronic and acute exposure to black mold in her dwelling unit, a hazardous condition that defendants negligently failed to abate and remediate despite Tiera McLean's and other tenants' demands that defendants do so.

42. Other plaintiffs suffered a variety of physical and psychological injuries as a result of chronic and acute exposure to black mold, water leaks, vermin infestation, collapsed roofs, lack of adequate heat in their own and other tenants' dwelling units, all hazardous conditions that defendants negligently failed to abate and remediate despite plaintiffs' and other tenants' demands that defendants do so.

43. As a result of defendants' negligence, plaintiffs were temporarily, permanently and severely injured and disabled, experienced pain and suffering, anxiety and emotional distress, incurred past and future medical expenses and lost wages, temporary and permanent impairment of their earning capacity, scarring and diminution in the quality of their lifestyle.

TENTH CLAIM FOR RELIEF

(Negligence – Personal Property)

44. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 43 above as if fully rewritten.

45. Defendants knew or should have known that, due to defendants' ongoing failure to comply with the obligations imposed upon them by O.R.C. § 5321.04, City of Toledo would close Riviera Maia Apartments, terminate all utility services and order all tenants including plaintiffs to vacate their dwelling units.

46. Defendants also knew or should have known that plaintiffs and their dwelling units were the frequent target of vandals, thieves, break ins and other criminal mischief.

47. Defendants knew or should have known that closing Riviera Maia Apartments, terminating all utility services, and ordering plaintiffs and other tenants to evacuate the premises would substantially increase the likelihood, frequency and severity of vandalism, break ins, thievery and other criminal mischief.

48. Defendants had a duty to provide adequate security for plaintiffs and other tenants of Riviera Maia Apartments generally, and to provide an adequate level of security for plaintiffs and other tenants of Riviera Maia Apartments specifically during the months preceding December 3, 2014.

49. Defendants breached their duty to provide adequate security generally and specifically during the months preceding December 3, 2014.

50. As a result of defendants' negligence, plaintiffs and other tenants of Riviera Maia Apartments were vandalized and burglarized, resulting in a loss of personal property in an amount not yet determined but estimated to exceed \$25,000 as a direct and proximate result of defendants' negligence.

ELEVENTH CLAIM FOR RELIEF

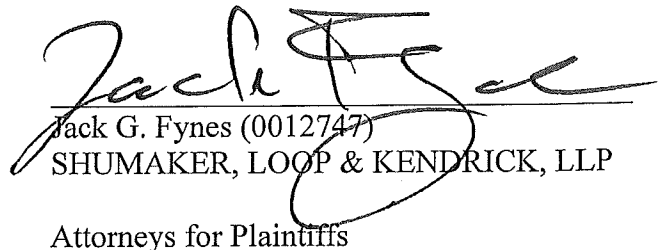
(Invasion of Privacy)

51. Plaintiffs incorporate herein the averments contained in paragraphs 1 through 50 above as if fully rewritten.

52. Defendants' wilful and negligent acts and omissions described herein constitute the wrongful intrusion into plaintiffs' private activities in such a manner as to cause outrage or mental suffering, shame or humiliation to plaintiffs and other persons of ordinary sensibilities.

53. As a result of defendants' invasion of plaintiffs' privacy, plaintiffs suffered damages in an amount not yet determined but estimated to exceed \$25,000.

WHEREFORE, plaintiffs pray for judgment against defendants, jointly and severally, in excess of \$25,000 compensatory and punitive damages, attorneys' fees, interest and court costs.


Jack G. Fynes (0012747)
SHUMAKER, LOOP & KENDRICK, LLP
Attorneys for Plaintiffs

JURY DEMAND

Plaintiffs demand a trial by jury.