

IN THE COURT OF COMMON PLEAS  
HAMILTON COUNTY, OHIO

**BREANNA ESHUN**  
[REDACTED]

Cincinnati, Ohio 45212

**VENITA COLLIS**  
[REDACTED]

Cincinnati, Ohio 45205

**COLIN FRALICK**  
[REDACTED]

Cincinnati, Ohio 45239

**WHITLEY NELSON**  
[REDACTED]

Cincinnati, Ohio 45238

*Individually and on behalf of all others  
similarly situated,*

**Plaintiffs,**

**v.**

**SECOND AVENUE REALTY OHIO LLC**

2351 Struhar Drive  
Rocky River, Ohio 44116

*Serve:  
Corporation Service Company  
1160 Dublin Road, Suite 400  
Columbus, OH 43215*

**MICHAEL COYNE**

2351 Struhar Drive  
Rocky River, Ohio 44116

**SECOND AVENUE REALTY LLC**

71 S Wacker Drive, Suite 2775  
Chicago, Illinois 60606

**Case No.**

**Judge**

**A2504110**

**CLASS ACTION COMPLAINT FOR  
PRELIMINARY AND PERMANENT  
INJUNCTIVE RELIEF AND DAMAGES**

**JURY DEMAND ENDORSED HEREON**

**COPY FILED  
CLERK OF COURTS  
HAMILTON COUNTY**

**AUG 21 2025**

**COMMON PLEAS COURTS**

**SFR WORKFORCE I LLC**

401 East Jackson Street, Suite 3000  
Tampa, Florida 33602

*Serve:*

*CT Corporation System  
4400 Eason Commons, Ste. 125  
Columbus, OH 43219*

**SFR WORKFORCE II LLC**

401 East Jackson Street, Suite 3000  
Tampa, Florida 33602

*Serve:*

*Corporation Service Company  
1160 Dublin Road, Suite 400  
Columbus, OH 43215*

**SFR WORKFORCE OWNER LLC**

401 East Jackson Street, Suite 3000  
Tampa, Florida 33602

*Serve:*

*Corporation Service Company  
1160 Dublin Road, Suite 400  
Columbus, OH 43215*

**SFR WORKFORCE OWNER 1 LLC**

401 East Jackson Street, Suite 3000  
Tampa, Florida 33602

**SFR WORKFORCE OWNER 2 LLC**

401 East Jackson Street, Suite 3000  
Tampa, Florida 33602

*Serve:*

*Corporation Service Company  
251 Little Falls Drive  
Wilmington, DE 19808*

**JKV ALPHA SFR III BORROWER A,  
LLC**

1201 Dove Street, Suite 100  
Newport Beach, California 92660

*Serve:*

*VCORP SERVICES, LLC*

*4400 Easton Commons Way, Suite 125*

*Columbus, OH 43219*

**JKV ALPHA SFR III LLC**

1201 Dove Street, Suite 100

Newport Beach, California 92660

**JKV WORKFORCE I LLC**

401 East Jackson Street, Suite 3000

Tampa, Florida 33602

**JKV WORKFORCE OWNER LLC**

401 East Jackson Street, Suite 3000

Tampa, Florida 33602

**JKV WORKFORCE OWNER 2 LLC**

401 East Jackson Street, Suite 3000

Tampa, Florida 33602

**SECOND AVENUE PROPERTY**

**MANAGEMENT LLC**

71 South Wacker Drive, Suite 2775

Chicago, Illinois 60606

**SECOND AVENUE PO MANAGEMENT,  
LLC**

11246 Alumni Way

Jacksonville, Florida 32246

*Serve:*

*National Service Information, Inc.*

*145 Baker Street*

*Marion, OH 43302*

**RESIDENTIAL HOMES FOR RENT,  
LLC**

401 East Jackson Street, Suite 3000

Tampa, Florida 33602

**LESSEN, LLC**

4800 North Scottsdale Road, Suite 6500

Scottsdale, Arizona 85251

*Serve:*

*Corporation Service Company  
1160 Dublin Road, Suite 400  
Columbus, OH 43215*

**Defendants.**

Come now Plaintiffs BreAnna Eshun, Venita Collis, Colin Fralick, and Whitley Nelson (“Plaintiffs”), individually and on behalf of all others similarly situated, by and through counsel, and for their Complaint against Defendants Second Avenue Realty Ohio LLC, Michael Coyne, Second Avenue Realty LLC, SFR Workforce I LLC, SFR Workforce II LLC, SFR Workforce Owner LLC, SFR Workforce Owner 1 LLC, SFR Workforce Owner 2 LLC, JKV Alpha SFR III Borrower A, LLC, JKV Alpha SFR III LLC, JKV Workforce I LLC, JKV Workforce Owner LLC, JKV Workforce Owner 2 LLC, Second Avenue Property Management LLC, Second Avenue PO Management, LLC, and Residential Homes for Rent, LLC (collectively, “Second Avenue”), and Lessen, LLC (“Lessen,” together with Second Avenue, “Defendants”) aver as follows, upon information and belief and the reasonable investigation of their counsel:

**NATURE OF THE ACTION**

1. A private equity supported group boasting over \$2 billion in assets, institutional investor landlord Second Avenue has infiltrated the Hamilton County real estate market with a web of entities intentionally designed to flout basic tenets of state and local housing law. Second Avenue openly violates the Ohio Landlord Tenant Act (“OLTA”), the Cincinnati Municipal Code (“CMC”), and other requirements of Ohio law.

2. Through a pattern of activity in Hamilton County spanning three years and over

200 properties, Second Avenue has: (1) imposed uniform and illegal lease terms that violate Ohio and municipal law; (2) orchestrated a scheme, working with Lessen, LLC, to avoid compliance with basic maintenance obligations, jeopardizing the health and safety of its tenants (and likewise violating Ohio and municipal law); and (3) extorted illegal fees that violate Ohio and municipal law—which leads to improper evictions. This broader racketeering activity is on-going to present day, and it has inflicted and continues to inflict substantial damages and harm upon hundreds, if not thousands, of Hamilton County residents.

3. Second Avenue intentionally and effectively targets low- and middle-income tenants, whom it knows will often lack the resources to contest Second Avenue's actions. It leverages the deficit of affordable rental units in the Hamilton County rental market to force its tenants to accept illegal lease terms and code-noncompliant housing conditions.

4. In the aftermath of the pandemic, Cincinnati experienced some of the nation's fastest rent spikes, with rent rising 26% in August 2022, the largest increase among the 50 most populous U.S. metropolitan areas. This trend has only persisted—in 2024, Cincinnati led major metropolitan areas in the United States for percentage of rent increases. The lack of affordable rental units leaves tenants vulnerable to predatory practices by landlords like Second Avenue.

5. Plaintiffs Breanna Eshun, Venita Collis, Colin Fralick, and Whitley Nelson are current and former tenants of rental properties owned and operated by Second Avenue in Hamilton County, Ohio. Their stories are illustrative of how Defendants implements its scheme and the personal toll it takes, and they accordingly bring this action on behalf of a Class of similarly situated individuals.

6. At all relevant times herein, Second Avenue has subjected Plaintiffs and Class Members to unconscionable contracts and illegal fees that violate state and municipal law, forced

them to live in squalor by refusing (along with Lessen) to make necessary repairs, impermissibly threatened them with eviction, and illegally evicted them. Defendants' illegal conduct has forced some tenants, including Plaintiffs Collis and Nelson, to endure homelessness.

7. Hamilton County residents deserve better, and they are entitled to rent from landlords that comply with all applicable legal requirements. Plaintiffs bring this action individually and on behalf of Second Avenue's current and former tenants residing in Hamilton County, seeking injunctive and declaratory relief from Defendants' illegal and predatory practices and recovery of damages, treble damages, and attorney's fees.

### **PLAINTIFFS**

6. Plaintiff BreAnna Eshun is, and was at all times mentioned herein, an adult, individual citizen of the state of Ohio and resident of Hamilton County, Ohio.

7. Plaintiff Venita Collis is, and was at all times mentioned herein, an adult, individual citizen of the state of Ohio and resident of Hamilton County, Ohio.

8. Plaintiff Colin Fralick is, and was at all times mentioned herein, an adult, individual citizen of the state of Ohio and resident of Hamilton County, Ohio.

9. Plaintiff Whitley Nelson is, and was at all times mentioned herein, an adult, individual citizen of the state of Ohio and resident of Hamilton County, Ohio.

### **DEFENDANTS**

10. Second Avenue pursues its illegal conduct through a dense web of corporate entities, several of which are not properly registered with the Ohio Secretary of State. These entities include:

- a. Defendant Second Avenue Realty Ohio LLC ("Realty"), an Ohio limited liability company with a principal place of business located at 2531 Struhar Drive, Rocky River, Ohio, 44116. Through licensed real estate broker Defendant Michael Coyne ("Coyne") (the self-identified "supervisor" of Realty and serving as its "principal

broker” under R.C. 4735.081), Realty operates as a licensed real estate broker in the State of Ohio. Its address is, on information and belief, Coyne’s personal residence. In this capacity, on information and belief, Realty and Coyne promote rental properties owned by the Property LLCs (defined below) to individual renters in Hamilton County and engage in other work required to be done by a licensed real estate broker such as negotiating lease agreements. As part of its effort to appear compliant with Ohio legal requirements, Second Avenue identifies Realty and Coyne (with their licenses numbers) on its website.

- b. Defendant Second Avenue Realty LLC (“Realty II”), is a purported Delaware limited liability company that is not registered with the Ohio Secretary of State. Despite its failure to follow Ohio laws, Second Avenue sometimes uses the name “Second Avenue Realty LLC” when it executes leases with Hamilton County residents.
- c. Defendant SFR Workforce I LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. SFR Workforce I LLC is registered to do business with the Ohio Secretary of State and owns approximately 77 single-family rental homes in Hamilton County, Ohio.
- d. Upon information and belief, Defendant SFR Workforce II LLC is a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. Upon information and belief, Defendant SFR Workforce I LLC transferred the real property located at 3620 Dawson Road, Cincinnati, Ohio 45223 to SFR Workforce II LLC on March 1, 2024.
- e. Defendant SFR Workforce Owner LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. SFR Workforce Owner LLC is registered to do business with the Ohio Secretary of State and owns approximately 61 single-family rental homes in Hamilton County, Ohio.
- f. Defendant SFR Workforce Owner 1 LLC is an unknown limited liability company with a principal place of business at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. Although it is not registered with the Ohio Secretary of State, it owns one property in Hamilton County, Ohio.
- g. Defendant SFR Workforce Owner 2 LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. SFR Workforce Owner 2 LLC is registered to do business with the Ohio Secretary of State and owns approximately 43 single-family rental homes in Hamilton County, Ohio.
- h. Defendant JKV Alpha SFR III Borrower A, LLC, a Delaware limited liability

company with a principal place of business located at 1201 Dove Street, Suite 100, Newport Beach, California 92660. JKV Alpha SFR III Borrower A, LLC is registered to do business with the Ohio Secretary of State and owns approximately 22 single-family rental homes in Hamilton County, Ohio.

- i. Defendant JKV Alpha SFR III LLC, a Delaware limited liability company with a principal place of business located at 1201 Dove Street, Suite 100, Newport Beach, California 92660. JKV Alpha SFR III LLC is not properly registered to do business with the Ohio Secretary of State but owns approximately ten single-family rental homes in Hamilton County, Ohio.
- j. Defendant JKV Workforce I LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. JKV Workforce I LLC's name was amended to SFR Workforce I LLC, although the original LLC still purportedly owns approximately two single-family rental homes in Hamilton County, Ohio.
- k. Defendant JKV Workforce Owner LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. JKV Workforce Owner LLC's name was amended to SFR Workforce Owner LLC, although the original LLC owns approximately three single-family rental homes in Hamilton County, Ohio.
- l. Defendant JKV Workforce Owner 2 LLC, a Delaware limited liability company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. JKV Workforce Owner II LLC's name was amended to SFR Workforce Owner II LLC. Defendant JKV Workforce I LLC transferred the freehold of real property located at 6535 Coffey Street, Cincinnati, Ohio 45230 to JKV Workforce Owner 2 LLC on January 10, 2023. JKV Workforce Owner 2 LLC transferred the same property to SFR Workforce Owner 2 LLC on February 15, 2024.
- m. Defendant Second Avenue Property Management LLC ("Management") is a Delaware limited liability company with a principal place of business located at 71 South Wacker Drive, Suite 2775, Chicago, Illinois 60606. Even though Management is not registered in Ohio, Second Avenue informs its tenants, including Plaintiff Colin Fralick, to send late rental payments to Management at an address in Florida. Management also runs the "Jiffy" app that Hamilton County residents use to interface with Second Avenue.
- n. Defendant Second Avenue PO Management, LLC ("Management II") is a Florida limited liability company with a principal place of business located at 11246 Alumni Way, Jacksonville, Florida 32246. Second Avenue PO Management, LLC is registered to do business with the Ohio Secretary of State.
- o. Defendant Residential Home for Rent, LLC ("Parent") is a Florida limited liability



company with a principal place of business located at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. On information and belief, Parent is the ultimate parent of the Second Avenue group.

- p. Defendant Lessen, LLC (“Lessen”) is an Arizona limited liability company with a principal place of business located at 4800 North Scottsdale Road, Suite 6500, Scottsdale, Arizona 85251, that operates a property maintenance business. On information and belief, Lessen is not part of Second Avenue’s corporate family, but Lessen identifies itself as “Second Avenue Maintenance” and utilizes the Second Avenue logo in communications with Hamilton County tenants of Second Avenue.

11. The property-owning LLCs identified above in paragraphs 10 (c)-(l) are collectively referred to as the “Property LLCs.” Upon information and belief, Parent operates Realty (under Coyne’s supervision), Realty II, the Property LLCs, Management, and Management II as part of a scheme to rent single family homes in Hamilton County in a manner violating state and local law. Lessen contributes to this scheme by serving as “Second Avenue Maintenance” and failing to perform maintenance obligations required under Ohio law.

12. Upon information and belief, the Property LLCs are managed and controlled by the same core staff (employed by Parent or some related affiliate) who advertise to prospective renters and interact with Defendants’ tenants through the same modes of contact, including—but not limited to—email addresses, telephone numbers, and online portals.

### **JURISDICTION AND VENUE**

13. The Court has subject matter jurisdiction over this action pursuant to R.C. 2305.01.

14. The Court has personal jurisdiction over Defendants because Defendants regularly conduct business and enter contracts in the State of Ohio. Additionally—based on the Hamilton County Auditor’s website and the Ohio Secretary of State’s website—many of the Defendants own property in Hamilton County and are registered to do business in the State of Ohio. Finally, Defendants have caused tortious injury by act or omission within the State of Ohio.

15. Venue is proper in this county under Ohio Rules of Civil Procedure 3(C)(3) and (5)

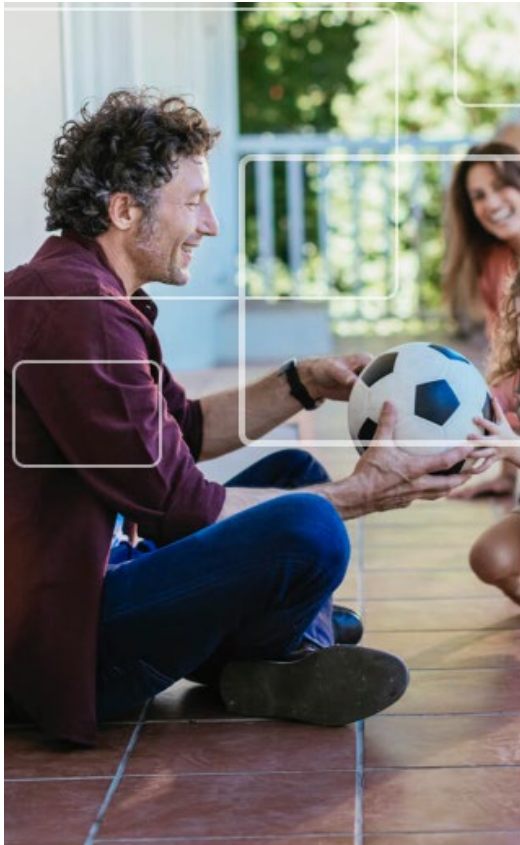
because Defendants conducted the activities giving rise to Plaintiffs' claims for relief in this county, Defendants directed their illegal and wrongful conduct at this county, and because the subject of this action concerns real property located in Hamilton County.

16. Because this litigation concerns properties located and leased in Hamilton County, Plaintiffs believe that nearly all (and certainly far beyond two-thirds) of the putative Class Members are Ohio residents.

### **FACTUAL ALLEGATIONS**

17. For the purpose of this litigation, "Second Avenue" refers to the organization that includes Parent, Realty (including Coyne as supervisor), Realty II, the Property LLCs, Management, Management II, and a myriad of other LLCs, partnerships, and entities across the United States, which advertises its services at <https://www.secondavenue.com/>. Second Avenue and Lessen are, on information and belief, parties to a contractual arrangement by which Second Avenue delegates all or part of its property maintenance in Hamilton County to Lessen.

18. Second Avenue induces tenants—including Plaintiffs—to rent its properties through its promises of "world-class service and maintenance" and "abundant amenities." To date, Second Avenue's website assures prospective tenants that "[e]very element of renting with Second Avenue is designed to bring comfort and joy."



**Turning Renting into  
Reveling.**

**A Transformative Rental  
Experience**

**Rent, relax, enjoy. We have  
everything covered.**

World-class service and maintenance. Abundant amenities. Bright, modern homes. Tech that streamlines it all. Every element of renting with Second Avenue is designed to bring comfort and joy.

19. Contrary to these assurances, Plaintiffs’ rental experiences have been defined by misery at their personal expense. The extent of this suffering is substantial—Plaintiffs have (1) signed illegal contracts drafted by Second Avenue that blatantly violate the OLTA, the CMC, and the Ohio Revised Code; (2) endured substandard maintenance, often resulting in deleterious conditions (including raw sewage, mold, asbestos, and a lack of power) that have jeopardized their health and safety (as well as that of their families); and (3) been extorted for illegal fees based on the illegal contract terms, which has directly exposed them to illegal evictions and homelessness. Yet Second Avenue and Lessen, consistent with their business models, have responded to pleas for help with obfuscation and outright fraud.

20. While Plaintiffs’ experiences are astonishing, they are representative of the

mistreatment faced by Second Avenue's tenants in Hamilton County.

21. At all relevant times herein, Plaintiffs' injuries have been perpetuated and enabled by Defendants through Second Avenue's abstruse corporate structure, illegal form leases, and predatory property management practices, each detailed *infra* and below.

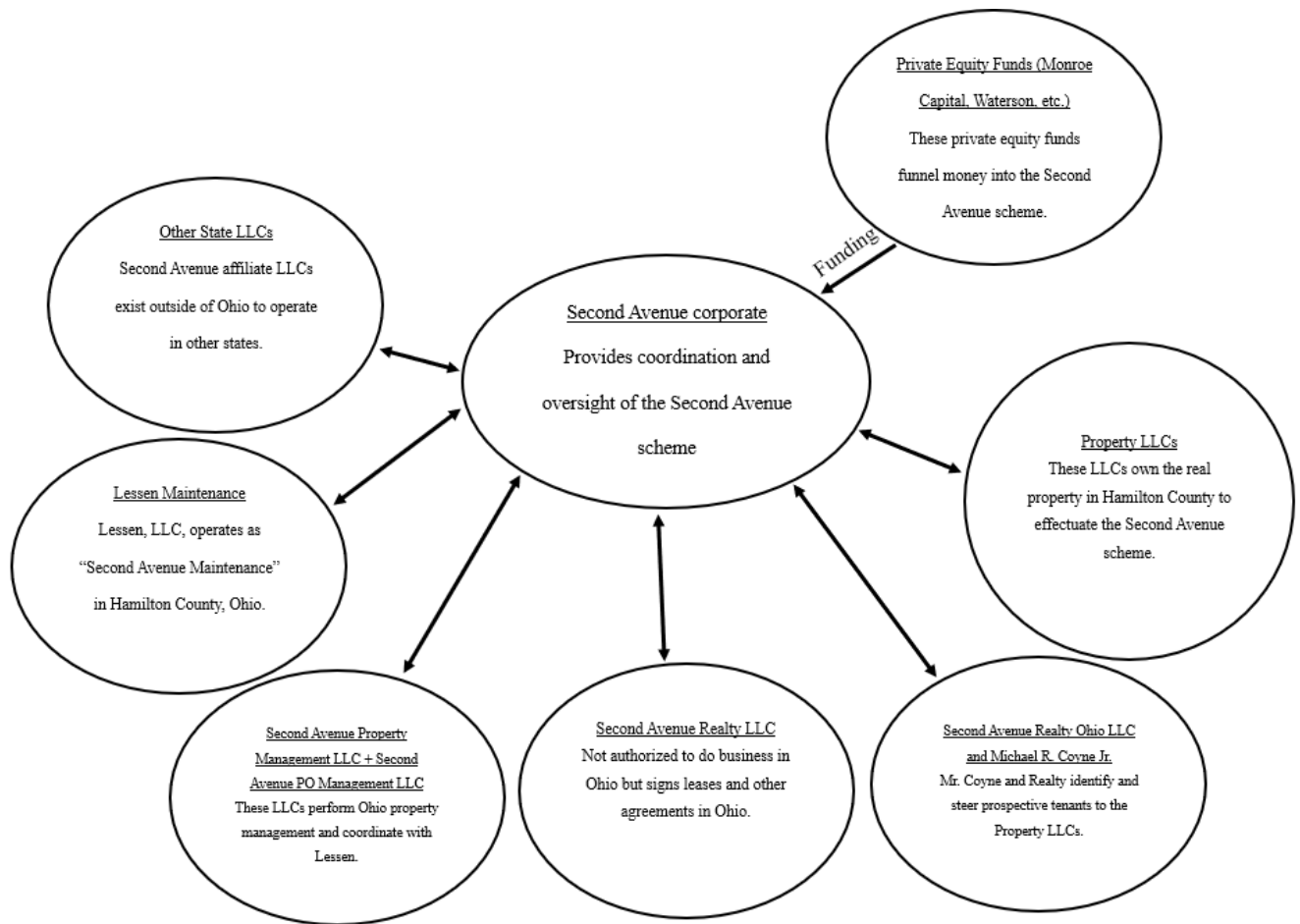
### ***Second Avenue's Predatory Business Model***

22. Second Avenue touts, on the portion of its website geared towards investors, that it delivers: "A higher return-on-investment from customized SFR asset portfolios." <https://www.secondavenue.com/investors>. But to deliver these promised higher returns, Second Avenue must cut corners. It accordingly violates Ohio law and imposes illegal lease terms, disregards its maintenance responsibilities, and extracts illegal fees from Hamilton County tenants.

23. It then obscures and abuses the corporate form to prevent accountability, as described more fully herein. Second Avenue's routine violations of Ohio tenants' rights are predicated on its assumption that the Property LLC tenants, many of whom are middle- or lower-income, will struggle to access legal counsel or finance individual claims through trial. Comfortable that their illegal actions will not be challenged, Defendants deliberately exploit Hamilton County residents.

### **Second Avenue's Corporate Structure**

24. Second Avenue is a \$2 billion real estate investment empire operating in at least 16 states and specializing in single-family rental housing. In recent years, private equity backers such as Monroe Capital and Sculptor Capital Management have invested over \$500 million into Second Avenue. These private equity backers expect the "higher" returns promised by Second Avenue.



25. Second Avenue’s website, [www.secondavenue.com](http://www.secondavenue.com), is silent as to its business structure, declining to disclose whether Second Avenue is a corporation, an LLC, a partnership or some other entity. Legitimate businesses generally have no need to conceal this basic information. Upon information and belief, Second Avenue’s ultimate parent company may be “Residential Homes for Rent LLC,” an entity that Second Avenue represented to a federal court as d/b/a “Second Avenue Group.”

26. On information and belief, every corporate Defendant (other than Lessen) that is properly registered to do business in Ohio has a corporate document signed by either a Second Avenue employee or a Second Avenue affiliate, including, but not limited to: (1) Michael Rothman, Parent’s CEO; (2) Diane Rittmanic, Parent’s CFO; or (3) John Kralik, CEO and

Managing Partner of JKV Capital, an investor in Second Avenue and one of the defendants in a case brought by the SEC (described below). The constituent players in the conspiracy are as follows:

27. Realty, Realty II, and Coyne: Ohio requires individuals and companies performing real estate services such as promoting and negotiating leases to be licensed real estate brokers. R.C. 4735.01 *et. seq.* Realty II purports to provide these services in Ohio, but on information and belief, is neither licensed as a real estate broker nor registered with the Ohio Secretary of State and thus violates Ohio law twice over. Realty and Coyne are both duly licensed in Ohio, and thus they perform the permissible duties of real estate brokers in Ohio, which is essential to the continuity and growth of Second Avenue's business model. Indeed, Second Avenue holds Realty and Coyne out to the public as its licensed real estate brokers in Ohio. Coyne serves as the "principal broker" of Realty under R.C. 4735.081 and thus assumes the responsibility and compliance obligations required by Ohio law. Coyne and Realty II serve as the "managers" of Realty in accordance with Ohio Rev. Code 1706.01(O), which are persons "with the authority to manage all or part of the activities" of Realty. By allowing Realty to participate in the Defendants' illegal scheme, Coyne has breached his obligations under R.C. 4735.081 and 4735.30.

28. Lessen: Second Avenue lacks individuals on the ground in Hamilton County to perform maintenance services at the Property LLCs, and thus those critical services required by the OLTA are outsourced to Lessen and its contracted agents. In 2023, Lessen acquired SMS Assist, a facilities maintenance technology company founded by Parent CEO Michael Rothman. Many of the same private and public investors, such as Monroe Capital, that have invested significant capital into Second Avenue also invested in the Lessen/SMS Assist merger. Together, Lessen and SMS Assist offer residential and commercial technology-enabled property

management services. Upon information and belief, Parent CEO Michael Rothman remains as a board observer for Lessen.

29. Despite purportedly operating as an independent LLC, Lessen also holds itself out as “Second Avenue Maintenance” in email communications with Plaintiffs and the Class. The pattern of maintenance failures detailed herein are the responsibility of Second Avenue and “Second Avenue Maintenance”/Lessen.

30. Property LLCs. Second Avenue, acting through the Property LLCs, acquired over 200 homes in Hamilton County between 2022 and 2025. Today, Second Avenue owns more than 220 homes in Hamilton County (the “Greater Cincinnati Network”) according to the Hamilton County auditor’s website.

31. The Property LLCs hold anywhere from one to dozens of properties at a time and regularly transfer properties among themselves, often for no consideration. Because many of the Property LLCs own property outside of Hamilton County, there exists a substantial risk of Defendants transferring assets outside of Ohio.

32. This web of LLCs makes initiating and maintaining legal action against Defendants incredibly difficult. Complicating the issue are the recent name changes that the Property LLCs have undergone to prevent tracing actual ownership of the Greater Cincinnati Network and limit code enforcement by the City of Cincinnati. These recent name changes include: (1) JKV Workforce I LLC to SFR Workforce I LLC; (2) JKV Workforce Owner LLC to SFR Workforce Owner LLC; and (3) JKV Workforce Owner 2 LLC to SFR Workforce Owner 2 LLC.

33. Management and Management II: On information and belief, Management and Management II perform basic property management services for Second Avenue’s properties in

Ohio, including those located in Hamilton County. These services include coordination with Lessen for property maintenance issues and managing the Property LLCs.

34. Although Management is not authorized to do business in Ohio, Second Avenue directed Plaintiff Fralick to send his rent check to Management at one point. Management also runs the “Jiffy” app that Hamilton County residents use to interface with Second Avenue.

35. Parent: On information and belief, Parent sets the strategy and the plan to exploit Ohio tenants. Based on filings in federal court, Parent appears to be owned, indirectly in part, by Second Avenue CEO Michael Rothman. Various other organizations may be involved in the strategic management and operations of Second Avenue, but the identity of these entities is presently unknown.

36. Investors: Beyond the over 200 homes in the Greater Cincinnati Network, Parent is poised to add 2,000 residential units in 2025 with an eye towards being one of the top ten single family rental empires in the country. To fuel that growth (and to acquire the Greater Cincinnati Network), Second Avenue turned to private equity for capital. Private equity backers have provided that capital. Second Avenue has raised \$1 billion from private equity backers since 2021, including Monroe Capital, Sculptor Capital Management, BLG Capital, and Watterson. Monroe Capital received a minority ownership interest in Second Avenue’s operating company as a result of its capital contributions. Second Avenue, in turn, has poured a substantial amount of these funds into real estate acquisitions across the country.

37. Other State LLCs: On information and belief, Second Avenue operates similarly in other states through other LLCs that it forms for similar purposes in other states.

### **Second Avenue’s Pattern of Activities**

38. As demonstrated below, the experiences and harms suffered by Plaintiffs at the



hands of Second Avenue are not unique, but rather part of a concerted scheme executed by Defendants in Hamilton County as directed by the Second Avenue.

39. At the core of this scheme, Second Avenue knowingly flouts the requirements of Ohio and municipal law to maximize its revenue. At all relevant times herein, the Second Avenue Defendants actively participated in the scheme by: (1) employing uniform, illegal lease terms (the “Illegal Lease Terms,” as described in detail below); (2) avoiding, with Defendant Lessen, required maintenance obligations to minimize expenses and increase profits; and (3) assessing illegal fees and charges, which at times result in improper and illegal evictions.

40. This pattern has been ongoing since Second Avenue entered the Hamilton County market in 2022 and continues to thrive to this day. Hundreds, if not thousands, of Class Members have been impacted in the same manner as Plaintiffs.

#### **Second Avenue’s Illegal Lease Terms**

41. The uniform leases employed by Second Avenue violate Ohio laws and regulations in at least the following respects (all of which provisions are found in Plaintiffs’ leases at Exhibits A, C-F):

- a. Contrary to the requirements of state and local law, Second Avenue does not disclose any business location in Hamilton County or even Ohio where tenants can interface with a real person. Ohio Rev. Code 5321.18; 5323.02; CMC 874-5. And in fact, for Property LLC tenants seeking assistance from their landlord, locating and communicating with a live representative is nearly impossible. Tenants generally have no option but to communicate through Second Avenue’s standard email, phone lines, and online portals, which provide automated responses and operate as a barrier to live and productive communication.
- b. An attempted waiver of the warranty of habitability, in violation of R.C. 5321.04(A)(1)-(6) and CMC 871-11:
  - i. “TENANT will inspect the Premises and agrees to accept the condition “AS IS” with no warranties or promises express or implied. TENANT will personally examine the Premises prior to taking possession, participate in a move-in inspection with the Property Manager and will receive the move-

in inspection report or checklist, and agrees that the Premises are suitable for TENANT's occupancy. All visible damage or defect of the Premises will have been noted on the move-in inspection report. The absence of any such note will be conclusive evidence of the TENANT's responsibility of the damage or defect. TENANT accepts the Premises, and all furnishings, appliances, landscaping and fixtures AS IS, WITH ALL FAULTS. Except as expressly provided herein, Landlord has made no express or implied representations or warranties regarding the condition of the Premises. The Premises and any personal property or fixtures included therewith are clean and in operable condition. The taking of possession of the Premises by TENANT shall be conclusive evidence that the Premises were in satisfactory condition at the time such possession was taken." See Exhibits A, C-F at Section 7.

- c. A mandate for tenants to complete pest control at their own expense, in violation of R.C. 5321.04(A)(1)-(2), CMC 871-11, and CMC 1601-17:
  - i. "TENANT shall be responsible for any and all pest control necessary for the interior and exterior of the PREMISES at TENANT's sole expense. Pursuant to Section 5321.05 of the Ohio Revised Code, TENANT shall be responsible for, at TENANT's sole cost, the extermination of any bedbugs in the PREMISES during the LEASE TERM or that may be found in the PREMISES upon TENANT'S vacating. TENANT is responsible for on-going lawn maintenance which includes the recurring chemical treatments needed for bugs and insects that kill and damage lawns, as well as any fertilizer, herbicide, and pesticide treatments needed on a regular basis at TENANT's sole expense." *Id.* at Section 8.
- d. A mandate that tenants shall be responsible for non-habitability maintenance repairs less than \$200, in violation of R.C. 5321.04:
  - i. "TENANT shall be responsible for all non-habitability maintenance and repairs less than \$200.00. TENANT may be held liable for any and all charges for these repairs incurred by the owner. Additionally, TENANT is responsible for the following maintenance including but not limited to: (1) replacing the air conditioning filter(s) on a monthly basis; (2) changing and/or maintaining all light bulbs within the PREMISES; (3) replacing batteries within the smoke detectors as required, (4) removing trash from the PREMISES and ensuring that the same is properly disposed of and placed at the curb twice a week with trash pickup, (5) ensuring that no grease, sanitary napkins, or any other objects are placed down the drains, pipes or toilets. Damages resulting from these acts will be the sole responsibility of TENANT." *Id.* at Section 12.
- e. Fees imposed for required maintenance visits to the property, in violation of R.C. 5321.02:

- i. “ALL REQUESTS FOR MAINTENANCE MUST BE MADE IN WRITING. If, after proper notice, TENANT refuses entry to OWNER or its AGENT for the purpose of conducting an inspection, re-inspection, and/or a repeat visit for any issue is made or must take place (for any reason including but not limited to tenant changing locks, violations, prospect showing, inspections, etc.) the TENANT will be charged \$50.00 for each additional visit to the property that is made. Additionally, it is expected that all maintenance and repairs can be performed during normal business hours (8am-5pm) unless otherwise requested by the LANDLORD or its Agent. Failure to provide access to the LANDLORD or its Agent to perform repairs during normal business hours will result in an additional charge to the TENANT of \$75.00 per occurrence.” *Id.*
- f. Late fees of 10%, in violation of CMC 871-9(a)(10), prohibits landlords from charging late fees greater than \$50 or 5% of their monthly rent.
  - i. Upon making a late rental payment, tenants must pay “10% of the BASE RENT as additional rent. If a legal notice to pay rent is required to be served to TENANT as a result of nonpayment of rent or any other sums due under this AGREEMENT, a Notice Fee in the amount of \$40.00 shall be charged as additional rent.” *Id.* at 4.
- g. A \$40 Notice Fee as “additional rent” if “a legal notice to pay rent is required to be served, also in violation of CMC 871-9(a)(10). *Id.* at 4.
- h. A mandate for tenants to pay Second Avenue’s attorney fees and litigation expenses, in violation of R.C. 5321.13(C), which prohibits the imposition of attorney fees as part of a lease agreement. Upon information and belief, Second Avenue invoices an attorney fee to every single tenant against whom they file an eviction proceeding, then demands payment of that fee in full as a condition of dismissing the eviction action. The late fees and attorney fees are nothing more than price-gouging on Second Avenue’s part. For low-income tenants in particular, these fees affect a substantial financial burden and can easily result in eviction. Plaintiff Collis, for example, was displaced from her home as a direct result of Second Avenue’s illegal late fees and attorney fees.
  - i. The leases impose a limitless charge for “all expenses . . . including a reasonable attorney’s fee, whether before or after a lawsuit is filed, and including any appeal, bankruptcy, and/or judgment execution action or proceeding.” *Id.* at Section 26.
- i. Move-out fees that include professional pest control, professional cleaning (including carpet cleaning), and detailed landscaping. *Id.* at Section 31. If a tenant fails to provide these services at their own expense when moving out, each of these purported “violations” are assessed a “minimum charge” between

\$200 and \$250, all of which are deducted from the tenant's security deposit. *Id.* These provisions violate R.C. 5321.16, which permits deductions from a security deposit only to the extent of actual "damages that the landlord has suffered." The above services of professional cleaning, pest control, and landscaping are wholly unrelated to Second Avenue's damages when a tenant vacates. Instead, the threatened fees represent yet another attempt by Second Avenue to outsource its own maintenance responsibilities to its tenants.

- j. A mandate that tenants indemnify Second Avenue for damages caused by its own acts and negligence, in violation of R.C. 5321.13:
  - i. "LANDLORD shall not be liable for any damage, loss, or injury to any person, including but not limited to TENANT or TENANT's occupants, guests, or invitees, or property belonging to any such persons, occurring within the PREMISES or the community in which the PREMISES are located, whether caused by or contributed to by LANDLORD or someone else. TENANT agrees on behalf of TENANT and TENANT's occupants, guests, and invitees, to defend, indemnify, and hold LANDLORD harmless from any and all TENANT is responsible for obtaining his/her own liability and casualty insurance. IT IS STRONGLY RECOMMENDED THAT TENANT OBTAINS INSURANCE TO PROTECT TENANT AND TENANT'S FAMILY, OCCUPANTS, GUESTS, AND INVITEES, AND PROPERTY BELONGING TO SUCH PERSONS. TENANT agrees that TENANT's successors, heirs, beneficiaries, and personal representatives are bound by the provisions of this AGREEMENT." *Id.* at Section 19.
- k. A waiver of tenants' right to receive Notice to Leave Premises prior to an eviction filing, in violation of R.C. 1923.04:
  - i. "TENANT AGREES TO GIVE UP CERTAIN LEGAL RIGHTS AS PROVIDED BY THE LANDLORD AND TENANT ACT OF 1951; NO NOTICE WILL BE REQUIRED TO BE GIVEN BY LANDLORD AND TENANT WILL BE ASKED TO LEAVE AND GIVE UP THE PREMISES. TENANT WILL BE ASKED TO LEAVE THE LEASED PROPERTY WITHOUT NOTICE UNDER ANY OF THE FOLLOWING CONDITIONS. 1. TENANT DOES NOT LEAVE THE PROPERTY AT THE END OF THE LEASE TERM. 2. TENANT BREAKS ANY OF THE TERMS AND CONDITIONS OF THE LEASE. 3. TENANT FAILS, UPON DEMAND, TO MAKE ALL RENT AND OTHER PAYMENTS WHEN DUE." *Id.* at Section 23.9

43. These Illegal Lease Terms or substantial equivalents are included in all lease agreements executed by Plaintiffs. *See* Exhibits A, C-F. Upon information and belief, Second

Avenue includes these or substantially equivalent terms in all its residential leases in Hamilton County. These terms are included in Second Avenue's residential lease agreements (the "Lease Agreements") in form boilerplate language not subject to negotiation.

44. These Illegal Lease Terms that are not subject to negotiation pervade the Lease Agreements. In light of the ubiquity of these terms and the power imbalance between Second Avenue and Plaintiffs/Class Members, the leases are unconscionable under R.C. 5321.14. Plaintiffs and the Class will ultimately seek appropriate relief under R.C. 5321.14.

45. Upon information and belief, Second Avenue has executed leases containing the Illegal Lease Terms with hundreds, if not thousands, of Hamilton County residents.

46. At all relevant times herein, Second Avenue knew or should have known that the Illegal Lease Terms violate state and local law, including the OLTA and the CMC. Second Avenue chose, despite this knowledge, to include the Illegal Lease Terms in their form lease and to enforce these terms against Hamilton County residents.

47. The combination of Illegal Lease Terms places Second Avenue's tenants at higher risk of housing insecurity and forced displacement, both through uninhabitable conditions and eviction.

#### **Second Avenue's Dereliction of Maintenance Responsibilities**

48. Ohio law assigns certain maintenance obligations to all landlords or residential property, mandating that these entities:

- a. Comply with the requirements of all applicable building, housing, health, and safety codes that materially affect health and safety;
- b. Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition;

- c. Maintain in good and safe working order and condition all electrical, plumbing, sanitary, heating, ventilating, and air conditioning fixtures and appliances, and elevators, supplied or required to be supplied by the landlord; and
- d. Supply running water, reasonable amounts of hot water, and reasonable heat at all times (subject to certain exceptions not applicable in this case).

49. These obligations cannot be modified, waived, or altered by contract. R.C. 5321.13.

Yet, to maximize profits and appease Second Avenue's private equity investors, Second Avenue consistently and intentionally evades code enforcement and basic requirements of Ohio and municipal law. Second Avenue not only violates these obligations "by contract" but also in implementation. While Second Avenue's dereliction of its maintenance responsibilities begins with some of the illegal lease provisions described above, this part of the scheme is further carried out in a knowing collaboration with Lessen.

50. The Lessen/Second Avenue relationship is crucial to the Second Avenue conspiracy because it involves how maintenance is provided (or more often not provided). Lessen and Second Avenue work in concert to minimize maintenance expenses by failing to provide adequate maintenance services to the tenants of the Property LLCs as required under Ohio law. Defendants' business model relies on keeping renovation and maintenance costs low, and the Property LLCs choose to flout the City's building, health, and safety standards to artificially minimize its renovation and maintenance costs. This directly threatens and jeopardizes the health and safety of Plaintiffs and Class Members.

51. Together, Second Avenue and Lessen have built a system designed to trap Second Avenue tenants in a wild goose chase of cyclical, unresolved maintenance requests—including for maintenance problems that directly threaten tenant health and safety. The system works as follows.

Tenants raise maintenance issues with Second Avenue, which either is unresponsive or instructs tenants to contact Lessen. Upon contacting Lessen, Second Avenue tenants experience radio silence; long delays in maintenance visits; cancelled maintenance requests; referral to non-responsive or illusory vendors who do not, in fact, work with Second Avenue; or vendors who are unprepared or misinformed about the nature of the maintenance required, thus delaying repairs and restarting the cycle.

52. Upon information and belief, Second Avenue delegates maintenance of the rental homes to Lessen as a means of distancing themselves from both the dilapidated nature of the properties and the intentionally disordered maintenance process. Accordingly, Second Avenue requests that tenants of the Property LLCs submit maintenance requests to Lessen/Second Avenue Maintenance directly.

53. Upon information and belief, Lessen then requires maintenance crews to continuously seek approval from Second Avenue to conduct any repairs at the Property LLCs' rental homes.

54. This has the practical effect of creating a disorganized web of responsibility for maintenance issues. In circumstances where a Lessen vendor actually approves a repair, Second Avenue may decline it (and/or not pay for it). This leaves tenants unsure of which entity to contact to resolve their maintenance issue and is central to Second Avenue's scheme to avoid compliance with Ohio law. Many of the subcontractors of Lessen become as frustrated with this arrangement as the Second Avenue tenants, and sometimes decline to perform services out of a fear of not being paid by Second Avenue and/or Lessen.

55. The intentional effect of the lease terms and the business practices described above is to deter and penalize reporting of poor housing conditions. Second Avenue's illegal "household

maintenance” lease term contained in ¶ 12 of their leases that states that “TENANT shall be responsible for all non-habitability maintenance and repairs less than \$200.00” is intended to and does cause tenants to refrain from submitting minor maintenance requests, in fear that Second Avenue will invoice them for the request. This lease provision also discourages the reporting of violations to the City or other applicable authority. A tenant who cannot afford extermination service, for example, and is falsely informed by Second Avenue that they are required to pay for extermination services and/or civil fines for non-compliance with Health Department orders, is strongly discouraged from reporting an infestation to the City or County.

56. Many other Second Avenue tenants cease making maintenance requests after weeks or months of intentional obfuscation by Second Avenue and/or Lessen.

57. Second Avenue’s refusal to complete basic maintenance at its properties results in accelerated deterioration of properties and harm to its residents, injuries that compound over time.

58. Second Avenue’s dereliction of its property maintenance responsibilities is illustrated by its history of noncompliance with code enforcement orders from the City of Cincinnati. Second Avenue allows various forms of neglect to occur and fester on their rental properties, subjecting their residents to health risks and violating state and local law (as reflected in public records maintained by the City). Consistent with the lack of maintenance shown to Plaintiffs and other tenants, public records demonstrate that City of Cincinnati inspectors have found, upon inspection of Second Avenue properties, numerous health and safety issues that have been neglected and remained unresolved over long periods of time. Examples include:

**a. 2129 Weron Lane, Cincinnati, Ohio 45225**

- i. A January 2023 City inspection revealed leaks in both bathrooms, causing plaster damage to the ceilings below. When the inspector returned in April



2025, the leaks and plaster damage persisted, and discovered water leaks in the spanning across the walls of the basement's front and mechanical rooms.

According to public records, this matter remains unresolved.

**b. 3620 Dawson Avenue, Cincinnati, Ohio 45223**

- i. An October 2024 City inspection revealed inadequate plaster and/or drywall to maintain the fire-resistive characteristics of the walls, floors, and ceiling; defective and/or hazardous electrical equipment; and past fire damage to the property requiring repairs. On January 3, 2025, the inspector returned to the property, but no one answered. On January 27, 2025, abatement invoices were issued, but according to public records, this matter remains unresolved.

**c. 4906 Paddock Road, Cincinnati, Ohio 45237**

- i. A June 2023 City inspection revealed that the building's plumbing lines were backing up into the units. When the inspector returned on January 4, 2024 and February 11, 2025, they could not gain access to the building. To date, it is unclear whether sewage is still overflowing into the residents' homes.

**d. 6006 Stanhill Court, Cincinnati, Ohio 45230:**

- i. On April 22, 2025, a City inspection revealed that sewage was accumulating in the basement. The inspector notified Second Avenue that sewage clean-up was to occur within 24 hours of notice, yet the sewage clean-up did not begin until May 1, 2025—nine days after the incident began. Although the basement was eventually cleaned, upon information and belief, the

defective plumbing line that caused the leak has not yet been repaired.

e. **1115 Woodlawn Ave, Cincinnati, Ohio 45205**

- i. An October 2024 City inspection revealed violations of the Cincinnati Building Code, including, but not limited to: (1) no sewer connected downspouts; (2) a defective retaining wall; (3) defective and/or hazardous electrical equipment; (4) a broken water heater; (5) defective plumbing lines; and (6) that heating is not provided and/or needs repair. The inspector posted copies of mandatory repairs in November and December of 2024. According to public records, this matter remains unresolved.

f. **2520 Westwood Northern Boulevard, Cincinnati, Ohio 45211**

- i. A June 2025 City inspection revealed several issues including: (1) bubbling plaster under windows; (2) a leak in the basement wall; (3) ceiling damage in the main basement area; (4) missing plaster on the back basement wall; and (5) a hole in the drywall of the back basement wall. On June 30, 2025, a second inspection revealed that the air conditioning was not working at the residence. The inspector's latest update was on July 2, 2025, which noted that the issues remained unresolved because Defendant SFR Workforce I LLC continues to push back against making repairs. According to public records, this matter remains unresolved.

g. **1318 Beech Ave, Cincinnati, Ohio 45205**

- i. A February 2024 City inspection revealed several issues including, but not limited to: (1) lack of proper heating; (2) defective mortar joints and masonry walls; (3) deteriorated yard walks with improper drainage; and (4)

that crumbling bricks in the chimney needed to be replaced and flues and inlets must be in good condition. Inspections on April 1 and April 22, 2024, showed no progress. On November 22, 2024, the inspector confirmed the building was operated outside its approved use. On May 16, 2025, abatement fees were issued, but the violations remain unresolved.

**h. 2865 Shaffer Ave, Cincinnati, Ohio 45211**

- i. An October 2023 City inspection revealed extensive structural and safety issues including: (1) defective windows, roof, stairs, porch, handrails, walks, and mechanical vent systems; (2) defective heating or the lack thereof; and (3) defective electrical fixtures. Smoke and Carbon Monoxide detectors were installed in December 2023, but no other notable progress has been made. A follow-up inspection on January 22, 2024, conveyed that the rear deck had been mostly removed but poorly reassembled and that electrical hazards remained. Most recently, the inspector recommended issuing a civil citation due to Defendant SFR Workforce I LLC's ongoing non-compliance.

**i. 1811 Ashbrook Drive, Cincinnati, Ohio 45238**

- i. A September 2022 City inspection revealed several issues including: (1) a leak and associated damage; (2) damaged steps; and (3) a broken or missing handrail. A final notice was issued on March 25, 2025, to which Defendant SFR Workforce I LLC has not responded.

**Second Avenue's Extraction of Illegal and Unconscionable Fees**

59. Dereliction of maintenance is not Defendants' only strategy to extract illegitimate profit from the Greater Cincinnati Network. The Illegal Lease Terms cited above include those that require payment of fees by tenants. Second Avenue invoices illegal fees across its portfolio, which it collects from residents in direct violation of state and local law.

### **Abuse of Corporate Form**

60. Integral to its corporate scheme, Second Avenue makes tracking its entities down incredibly difficult. This proves an impediment to Plaintiffs/Class Members enforcing their rights and to governmental entities, such as the City, holding them accountable.

61. Among other things, Second Avenue: (1) transfers properties between the Property LLCs for no consideration; (2) uses entities not registered to do business in Ohio to sign lease agreements even when such entities do not own the property (as it did with Plaintiff Eshun's lease); (3) changes the landlord name from one Lease Agreement to the next without any change in ownership of the property (as it did with Plaintiff Fralick); (4) generally responds to requests from tenants' email or online portal requests with "Second Avenue" without any clarification as to which entity (or often which person) is responding; and (5) files evictions in Hamilton County under the name "Second Avenue" without any specifics as to which corporate entity is seeking eviction. Ohio R. Civ. P. 17 requires an action to be prosecuted "in the name of the real party in interest." Second Avenue knowingly flouts that rule and deceives the courts of this County when it repeatedly files actions in the name of "Second Avenue."

62. Illustrating this point, "Second Avenue" filed four separate eviction actions on July 28, 2025 in Hamilton County with hearings set for this week. Each action is brought in the name of "Second Avenue" and represents to the Court that it "is the Landlord for the Premises. . ." That representation is false. No entity called "Second Avenue" is registered to do business in Ohio or

owns any property in Hamilton County. Rosie Perez, an individual who made false representations to Plaintiff Fralick described below, electronically signed all of the eviction notices in those four cases and presumably authorized the filing of the complaints.

63. It is often impossible to ascertain which corporate entity is conducting specific action described throughout this Complaint because of actions like these that deliberately create confusion on that point.

64. Lessen also participates in this charade, identifying itself as “Second Avenue Maintenance” in communications with Plaintiffs and Class Members and using the “Second Avenue” logo even though the emails come from a Lessen email address.

65. All of these actions are undertaken with fraudulent intent to deceive tenants, creditors, and government enforcement entities.

#### **Enforcement Actions**

66. Consistent with the scheme and conspiracy described herein, Second Avenue’s practices have attracted the attention of federal and state regulators.

67. The City has repeatedly cited and fined the Property LLCs for violations of the CMC and related provisions of municipal law, for many of the same reasons detailed above. On information and belief, the Property LLCs have failed to pay most, if not all, of the fines levied by the City. These consistent violations, and the failure to remedy them or pay for them, helps illustrate the pattern of illegal activity consummated by Second Avenue in Hamilton County.

68. Relatedly, on July 2, 2024, the Securities and Exchange Commission (“SEC”) charged John J. Kralik V, JKV Capital, and JKV LLC (collectively, the “SEC Defendants”) with violating the antifraud provisions of the Securities Act of 1933, Section 17(a) and the Securities

Exchange Act of 1944 Section 10(b).

69. JKV-named entities and SFR-named entities are intermingled and related, as noted above.

70. The conduct underlying the SEC action against the SEC Defendants commenced in 2017, the same time frame when the SEC Defendants raised \$16 million from investors who purchased interests.

71. The SEC Defendants promised investors their capital would be preserved and that they would gain profits from flipping and renting residential real estate properties.

72. However, the SEC alleges that the SEC Defendants misappropriated portions of the investors' funds for personal use (with Mr. Kralik allegedly purchasing a new Mercedes-Benz, house, and vacation in Mexico) and to operate and build the real estate funds.

73. This scheme helps explain some of Second Avenue's business practices as described herein, including its diversion of funds necessary to maintain its properties to other, illegitimate purposes.

### ***Plaintiffs' Experiences***

#### ***Plaintiff BreAnna Eshun's Experience***

74. Plaintiff BreAnna Eshun is a current tenant of SFR Workforce I LLC residing at [REDACTED], Cincinnati, Ohio 45212 ("[REDACTED]").

75. Plaintiff Eshun initially toured [REDACTED] with her husband and a Second Avenue realtor. Relying on Second Avenue's representations that it would provide "world-class service and maintenance" and "abundant amenities," Plaintiff signed a lease for a tenancy

beginning on April 11, 2025. *See* Exhibit A.

76. Plaintiff's form lease contained the Illegal Lease Terms discussed above.

77. Plaintiff Eshun experienced Second Avenue's dereliction of its maintenance duties firsthand. At the time Plaintiff Eshun signed her lease, Second Avenue specifically warranted in a document sent electronically to her via DocuSign that it "had inspected the Premises prior to the commencement of the Agreement and identified no damp or wet building materials and know of no mold, mildew, or other fungal grow in the dwelling unit." *See* Mold Lease Addendum, attached as Ex. B. Frankie Morrow, Second Avenue's Senior Vice President for Property Management, signed that document on April 10, 2025 on behalf of Second Avenue.

78. These representations were knowingly false and fraudulent. Upon information and belief, Second Avenue did not inspect [REDACTED] for signs of mold and fungal growth prior to renting the apartment to Plaintiff Eshun. Alternatively, if Second Avenue did perform such an inspection, it willfully ignored or misrepresented clear signs that mold and fungal growth were present.

79. In April 2025, shortly after moving into the property, Plaintiff Eshun realized that almost every functioning outlet in the home had been equipped with fragranced plug-in air fresheners to mask an odor. These air fresheners had been installed by Second Avenue's agents prior to her tour to mask the odor of mold, fungal growth, and animal feces.

80. As these air fresheners began to fail, Plaintiff Eshun became overwhelmed by the stench of what she eventually learned was mold, fungal growth, and animal feces permeating her home. When extensive cleaning failed to remediate the issue, she contacted Second Avenue and was instructed to submit a maintenance request through Second Avenue's online portal.

81. Plaintiff Eshun was disgusted to learn from Second Avenue vendors hired through

Lessen that the prior tenants had allowed piles of animal feces to accumulate in its basement. These same vendors confirmed that Second Avenue was aware of the animal feces and had arranged for its removal prior to Plaintiff Eshun's tour. However, removal alone was insufficient. Second Avenue failed to complete the necessary environmental remediation for accumulated moisture and bacteria.

82. As a result of Second Avenue's cost-cutting, Plaintiff Eshun's basement became so inundated with mold that another contracted vendor referred to it as a "microbiome environment." This environment created a dangerous health risk to Plaintiff Eshun and her husband.

83. This proliferation of mold has greatly impacted the property's habitability. Whenever the HVAC system is turned on, harmful mold spores spread throughout Plaintiff's home, amplifying the stench of feces and threatening the health of all occupants. Plaintiff does not feel safe running the HVAC in the home, and thus has been unable to use the HVAC system.

84. Upon information and belief, Second Avenue advertised and rented [REDACTED] to Plaintiff Eshun with full knowledge of this problem. Yet, instead of taking appropriate action to remediate the issue, its agents installed air fresheners to conceal the odor from prospective tenants. Plaintiff Eshun relied on Second Avenue's fraudulent representation to her detriment and would not have rented the property had Second Avenue appropriately disclosed the water and mold damage.

85. It took weeks of Plaintiff Eshun filing maintenance requests before Second Avenue finally hired a vendor to clean the air ducts at [REDACTED]. However, Plaintiff's relief was short lived. That vendor ceased work at the property almost immediately.

86. This vendor revealed to Plaintiff Eshun that, in addition to the mold in the basement, the ductwork in the home contained significant amounts of asbestos. The vendor refused



to clean the air ducts until after Second Avenue completed asbestos remediation.

87. To date, Second Avenue has refused to pay for appropriate mold and asbestos remediation specialists to treat the property. Its agents have frustrated Plaintiff Eshun's requests to escalate the problem, misclassifying the maintenance request for asbestos abatement as "discoloration" for "ceiling stains or spots" and request for mold abatement as "smells bad."

88. These actions by Second Avenue were fraudulent and designed to deceive Plaintiff Eshun, maintenance workers responding to maintenance requests, and potentially government officials who would perceive the root causes (asbestos and mold) as violating applicable building and health codes. In addition, Second Avenue has repeatedly misrepresented the status of repairs and vendors scheduled to visit the property.

89. Most recently, Second Avenue purported to have contracted asbestos remediation and instructed Plaintiff Eshun to call a specific third-party vendor number for scheduling. When Plaintiff Eshun called, she was informed that the vendor had long ago ceased work with Second Avenue and had no intention of completing the promised repairs. Upon information and belief, this is another common practice by Second Avenue and Lessen: third-party vendors contracted by Second Avenue and/or Lessen are often given incomplete or inaccurate information and may not be paid in full for the work that they do to fix a property, and many local vendors have begun to avoid work on houses owned by the Property LLCs as a result.

90. Second Avenue has refused to pay Plaintiff Eshun's relocation expenses or make another one of its properties available to her, demonstrating a reckless disregard for the dangers posed to Plaintiff and her husband by inhaling mold and asbestos fibers.

91. To mitigate the harmful effects of the asbestos, Plaintiff Eshun has been instructed not to operate the home's HVAC system. In full, Plaintiff has been unable to use the home's HVAC

system for approximately five months, including through days with dangerous heat advisories. On multiple occasions, temperatures inside the home have surpassed 90 degrees.

92. As a direct result of Defendants' conduct, Plaintiff Eshun has experienced immeasurable stress, anxiety, and frustration, all of which continue to have a negative impact on her day-to-day life.

***Plaintiff Colin Fralick's Experience***

93. Plaintiff Colin Fralick is a current tenant of Defendant SFR Workforce Owner LLC residing at [REDACTED], Cincinnati, Ohio 45239 ([REDACTED]). He has resided at [REDACTED] since December 29, 2023.

94. Plaintiff Fralick signed two leases with Second Avenue via DocuSign: the first on December 28, 2023, and the second on November 1, 2024. These leases included the Illegal Lease Terms discussed above. *See* Exhibits C and D.

95. As with Plaintiff Eshun, Second Avenue never fully delivered on its obligation to provide Plaintiff Fralick with a healthy, safe, and code-compliant home.

96. Among other issues, Plaintiff Fralick has experienced:

- a. Approximately two weeks without access to bathing facilities in his home;
- b. Approximately two weeks without power in his home during the summer of 2024;
- c. Approximately three weeks with a nonfunctioning HVAC system and refrigerator during the summer of 2024;
- d. Approximately three weeks without power in his home during the summer of 2025;
- e. Approximately three weeks with a nonfunctioning HVAC system and refrigerator during the summer of 2025; and

- f. Ongoing electrical problems impeding his use of lights, air conditioning, and electrical fixtures and appliances.

97. Plaintiff Fralick's repeated maintenance requests were met with the same obfuscation and disregard as Plaintiff Eshun's. For instance, on one occasion, Second Avenue cancelled Plaintiff Fralick's maintenance request for electrical services for the nonsensical reason that submitted photographs did not "show" his lights "flickering."

98. Prolonged periods without a functioning refrigerator or air conditioner left Plaintiff Fralick unable to buy groceries or cook food in his own home. As a result, he was forced to expend significant (and unexpected) funds on fast food, food delivery services, or eating out—all while enduring the brunt of the summer heat in his home.

99. Plaintiff Fralick's conflicts with Second Avenue, however, have not been limited to the conditions in his home.

100. In January of 2025, Plaintiff Fralick attempted to pay his rent on January 4, within the customary 5-day grace period at the beginning of the month. Yet, when Plaintiff entered Second Avenue's online portal to pay his rent, he was barred from submitting his payment.

101. After days of unsuccessfully attempting to contact Second Avenue, Plaintiff was finally informed that payment via the online portal was considered a "privilege" revocable at Second Avenue's discretion. No written policy or lease provision establishing the portal as a revocable "privilege" was ever provided. Additionally, and as discussed throughout, Second Avenue's website expressly touts that its "easy-to-use, all-in-one super app makes every aspect renting simple and fast. "From payments to maintenance and service requests, do it all from your phone, tablet, or computer." *See* [secondavenue.com](https://secondavenue.com).

102. Nonetheless, Second Avenue refused to accept Plaintiff Fralick's January rent unless he paid to mail a physical money order or cashier's check to Second Avenue's headquarters in Tampa, at 401 East Jackson Street, Suite 3000, Tampa, Florida 33602. In emails sent to Plaintiff Fralick on January 8 and January 10, 2025, Second Avenue also demanded payment of \$152.60 in late fees via money order or cashier's check.

103. Plaintiff Fralick was shocked to learn Second Avenue would not accept rent payments online or at any physical location in Ohio. When he inquired how Second Avenue could legally rent properties in Hamilton County without an Ohio office, he received the following response:

Colin Fralick

On Fri, Jan 10, 2025 at 3:33 PM Second Avenue Support

<[support@secondavenue.com](mailto:support@secondavenue.com)> wrote:

Good afternoon Colin,

I want to assure you that all of our policies are in full compliance with the laws of each state we operate in. Rent payments can be mailed to any address specified in your lease agreement.

For your reference, I've attached a copy of your lease agreement for review.

Please make the money order or cashier's check payable to:  
SFR WORKFORCE OWNER 2 LLC

Mailed to:  
Second Avenue Property Management  
[401 E Jackson St, Ste 3000](#)  
[Tampa, FL 33602](#)

Thank you,  
*Rosie Perez*  
Resident Accounts Specialist



A: [401 E. Jackson Street, Suite 3000, Tampa, FL 33602](#)

O: 800-583-1628 Ext 3

E: [support@secondavenue.com](mailto:support@secondavenue.com)

W: [www.secondavenue.com](http://www.secondavenue.com)

104. These statements are blatantly false. Per R.C. 5321.13, every Ohio residential agreement “shall contain the name and address of the owner \* \* \* in the county in which the residential property is situated or if there is no place of business in such county then its principal place of business in this state.” Second Avenue’s refusal to provide Plaintiff Fralick with an Ohio address, in his lease or otherwise, constitutes a violation of Ohio state law.

105. Furthermore, as described more fully herein, Second Avenue’s representations that they “full[y] compl[y] with the laws of each state that we operate in” constitutes a fraudulent representation that is core to Second Avenue’s scheme. Second Avenue assures tenants, such as Plaintiff Fralick, that it is fully compliant with state and local law in an effort to discourage them from challenging Second Avenue’s illegal actions or seeking to hold Second Avenue accountable.

106. Relying on these fraudulent representations, Plaintiff Fralick took time off work and paid to obtain and mail a cashier’s check to Tampa, Florida. However, the check took days to process. In the meantime, Defendant SFR Workforce Owner LLC posted an eviction notice on Plaintiff’s front door, along with assessing a \$40 charge categorized on his ledger as “other tenant charges.”

107. In falsely stating to Plaintiff Fralick that its policies complied with state and local law, Second Avenue committed telecommunications fraud. Second Avenue committed this fraud for the purpose of extracting illegitimate charges from Plaintiff and concealing its own noncompliance with Ohio law.

108. Plaintiff Fralick’s combined experiences of Illegal Lease Terms, maintenance problems and Second Avenue’s illegal policies and fees have caused him immeasurable stress, anxiety, and frustration, and continue to have a negative impact on Plaintiff in his day-to-day life.

***Plaintiff Venita Collis’s Experience***

109. Plaintiff Collis is a former tenant of Defendant SFR Workforce I LLC at [REDACTED] Cincinnati, Ohio 45205 ([REDACTED]).

110. As a direct result of Second Avenue's malfeasance, Plaintiff Collis is now experiencing homelessness.

111. Plaintiff Collis began renting from Second Avenue in December of 2023 under the Lease Agreement attached as Exhibit E. Plaintiff's rent was \$1,465.00 per month, with an additional \$10 monthly fee for HVAC air filters.

112. Plaintiff Collis's lease contained the Illegal Lease Terms discussed above.

113. During her tenancy, Plaintiff Collis dealt with various maintenance issues at [REDACTED] that went unresolved, including:

- a. A broken window, causing temperatures in the upper floor of her home to fluctuate drastically with the weather (excessively hot during the summer and cold during the winter);
- b. Large holes in the backyard, rendering the promised amenity unusable; and
- c. A leaking pipe beneath her kitchen sink.

114. As these issues arose, Plaintiff promptly reported them. But Second Avenue—presumably in accordance with its illegal policy for repairs under \$200—responded by, on information and belief, illegally invoicing Plaintiff a \$75.00 fee for the courtesy of sending maintenance staff to her property. Second Avenue invoiced this \$75.00 fee to Plaintiff Collis as a condition of sending maintenance staff to fix her broken window—a clear violation of R.C. 5321.04. Plaintiff paid the illegal fee, but the window was never fixed.

115. Beyond her maintenance issues, Plaintiff Collis suffered extensively from Second Avenue's predatory and illegal policies surrounding rent payments, late fees, and eviction. Second

Avenue assessed a \$45 fee (that Collis paid) for alleged “code violation” at her premises. The levying of this charge is curious in light of Second Avenue’s chronic failure to keep its properties in Hamilton County up to code.

116. Plaintiff Collis never had ready access to Second Avenue’s online rent portal and was instead forced to pay her rent each month by mailing money orders to Second Avenue’s out-of-state office in Tampa, Florida. This forced Plaintiff to incur additional expenses each month to obtain and mail a money order (because there is no Ohio office for Second Avenue).

117. Between December 2023 and January of 2025, Plaintiff Collis regularly paid her rent after the 3<sup>rd</sup> of the month. Second Avenue responded by charging a late fee of 10% of Plaintiff’s monthly rent, twice the amount permitted under the Cincinnati Municipal Code.

118. Unaware that these fees were illegal and relying on Second Avenue’s representations of compliance with state and local law, Plaintiff Collis went to extraordinary lengths to pay Second Avenue’s late fees.

119. On three occasions prior to accepting a late payment from Plaintiff Collis (April 5, 2024, June 7, 2024, September 9, 2024), Second Avenue charged her a \$40 fee simply for placing an eviction notice on her door. Plaintiff Collis paid these charges. Despite these notices, Second Avenue always accepted Plaintiff’s late rent payments so long as she paid its illegal late fees.

120. This pattern changed in January of 2025, when Plaintiff Collis mailed her January rent to Florida postmarked January 3, 2025.

121. Despite Plaintiff Collis’s timely mailing of the rent, Second Avenue rejected the rent payment as late and imposed late fees to Plaintiff’s ledger.

122. Second Avenue's rejection of Plaintiff Collis's January 2025 rent payment set off a domino effect. She attempted to pay again in February, March, and April of 2025, offering her full \$1,465.00 per month rent amount each time.

123. Nevertheless, Second Avenue rejected all these attempted payments, insisting that the funds would not be accepted unless Plaintiff Collis tendered all late fees and accepted a rent increase to \$1,611.50 per month, a blatant form of extortion.

124. As stated above, in January of 2025, Second Avenue posted an eviction notice to Plaintiff Collis's front door. Despite Plaintiff's repeated attempts to pay her rent and its prior pattern of accepting late rent, Second Avenue filed an eviction against her. *See* Hamilton County Municipal Court Case No. 25CV03052.

125. For the simple act of filing a one-page eviction complaint, Second Avenue assessed a staggering \$630 attorney fee to Plaintiff Collis's ledger.

126. This attorney fee was well in excess of local market norms for a "reasonable" attorney fee. Moreover, upon information and belief, this \$630 fee was never paid to Second Avenue's eviction attorney, who instead litigated the case for a much smaller and more reasonable rate. In other words, Second Avenue charged Plaintiff Collis an "attorney fee" far in excess of what its actual attorney's fees were.

127. Plaintiff Collis attended multiple court dates with Second Avenue in February, March, and May of 2025. Again, she offered to make full payment of past due rent, this time in cash and including the \$50 per month late fee permissible under the Cincinnati Municipal Code.

128. Second Avenue refused outright. Instead, it demanded that Plaintiff Collis pay its \$630 attorney fee and full 10% late fees as a precondition to dismissal of the eviction action.



129. Unable to pay Second Avenue's illegal fees, Plaintiff Collis agreed to move out of the property by the final court date of May 15, 2025.

130. With Second Avenue's eviction pending against her, Plaintiff Collis was unable to secure new housing. She vacated the property but had nowhere else to go. Plaintiff was forced to move most of her possessions into a storage unit and move in with her sister, incurring significant expenses and emotional distress in the process.

131. Plaintiff Collis left her apartment in pristine condition when she moved out, and thoroughly cleaned it.

132. But Plaintiff Collis never received her security deposit back from Second Avenue. Instead, she was stunned and distressed to receive a demand from Second Avenue for and alleged \$10,598.51 in past due charges:

[SEE NEXT PAGE]

Venita L. Collins  
[REDACTED] Cincinnati, OH 45205

### Final Account Statement

#### Ledger Account At Move-out

Balance At Move-out ▼ \$9,283.51  
\* See the itemized charges for a complete listing of the work.

#### Deposit Activities

Security Deposit (\$1,465.00)  
Total Deposits On Hand (\$1,465.00)

#### Additional Charges/Credits/Payments After Move-out

Name	Ref#	Amount
Damage fee	Trashout - interior/exterior	\$250.00
Damage fee	Paint - Walls only - 1,411 SF	\$1,695.00
Damage fee	Sales clean	\$385.00
Damage fee	Professional carpet clean	\$450.00
Total Additional Charges/Credits/Payments		\$2,780.00

#### Final Account Balance

Balance At Move-out \$9,283.51  
Total Deposits On Hand (\$1,465.00)  
Total Additional Charges / Credits / Payments \$2,780.00  
Total Balance Due \$10,598.51

#### FAS Prepared

Date 06/03/2025  
User Rosie Perez

#### Pay To

Collins, Venita L.

#### Lease Information - [REDACTED], Cincinnati, OH 45205, USA

Move-in 12/11/2023  
Notice Given N/A  
Lease Expires 05/16/2025  
Move-out 05/16/2025  
Move-out Reason Eviction

Balance is due upon receipt. Please mail all payments to:  
SFR WORKFORCE OWNER 2 LLC c/o Second Avenue  
401 E. Jackson St,  
Ste 3000, Tampa, FL 33602.

If you have any questions regarding this statement, please contact our office at (800) 583-1628 and we will be happy to assist you. We hope you have enjoyed your experience with Second Avenue and will consider us in the future to accommodate your housing needs. Good luck in your new home!

  
Manager

133. The above charges against Plaintiff Collis are wholly illegitimate and retaliatory.

134. Having refused to accept Plaintiff Collis's rent when she repeatedly tried to tender it, Second Avenue had no right to demand the funds from her after making her homeless.

135. Moreover, none of Second Avenue's deductions for purported trash removal, painting, and cleaning were justified by the condition of the property as Plaintiff Collis left it or permitted by Ohio law. In deducting illegal and fraudulent charges from Plaintiff's security deposit, Second Avenue violated R.C. 5321.16.

136. Plaintiff Collis has suffered harms associated with Defendants' misconduct.

137. Plaintiff Collis's injuries extend deeper than her wallet, as she has since been unable to secure housing. Her reputation has been tarnished by this experience—despite her best efforts, she has been rejected by several potential landlords due to her eviction from [REDACTED].

138. Defendants' actions have directly and proximately caused damage to Plaintiff Collis. They have caused her immeasurable stress, anxiety, and frustration, and continue to have a negative impact on her in her day-to-day life.

***Plaintiff Whitley Nelson's Experience***

139. Plaintiff Whitley Nelson is a former tenant of Defendant SFR Workforce Owner LLC at [REDACTED], Cincinnati, OH 45238 ([REDACTED]). See Exhibit F.

140. Due directly to the illegal actions of Second Avenue, Plaintiff Nelson and her three children have been constructively evicted from their [REDACTED]. Plaintiff Nelson is now experiencing homelessness.

141. The house that Second Avenue advertised to Plaintiff Nelson at [REDACTED] was moments away from her children's school and equipped with hookups for a washer and dryer. Plaintiff was assured, as was Plaintiff Eshun, that there was no mold or water damage at the property.

142. Relying on Second Avenue's representations made on April 15, 2025, Plaintiff Nelson signed a lease for [REDACTED] for a tenancy beginning April 15, 2025. The lease was signed by Frankie Morrow of Second Avenue.

143. Plaintiff Nelson's lease included all the Illegal Lease Terms discussed above.

144. Concealed from Plaintiff Nelson was the fact that the property at [REDACTED] had recurring problems with raw sewage surfacing inside the home that predated her tenancy.

145. The City of Cincinnati Health Department had been called to the property to deal with sewage problems multiple times by prior tenants. In July of 2024, it documented raw sewage surfacing in the home's basement on two separate occasions. That same month, the City of Cincinnati Building Department issued code enforcement orders commanding Second Avenue to repair clogged yard drains and water leaks so severe that the violations were visible from the building's exterior.

146. The City of Cincinnati issued health and building code enforcement orders and multiple civil fines to Second Avenue for failure to correct these conditions. Yet upon information and belief, instead of repairing structural problems with the plumbing and sewage systems at [REDACTED] [REDACTED] Second Avenue completed only cosmetic work concealing the issues from prospective tenants. Building code violations at the property remain open and outstanding today.

147. Second Avenue advertised [REDACTED] to Plaintiff Nelson as available for rental despite its knowledge of the open code enforcement orders and unresolved plumbing issues. Relying on Second Avenue's promises of a safe and habitable home (conveyed, on information and belief, on April 15 in a similar Mold Addendum as Ex. B), Plaintiff and her three children moved into the property on April 17, 2025.

148. Predictably, shortly after Plaintiff Nelson and her family moved in, sewage water and excrement began to leak into the basement. These conditions presented an emergency health hazard to Plaintiff and her children.

149. Plaintiff Nelson immediately contacted Second Avenue to inform them of the emergency and request maintenance. Despite its prior knowledge of the sewage problems, Second Avenue refused to send a vendor to the property for *six days*. Sewage water and excrement

continued to accumulate in Plaintiff Nelson's home during this time.

150. On May 1, 2025, a Second Avenue vendor (contracted, on information and belief, by Lessen) came to Plaintiff's residence for the first time. However, the technician claimed that he needed different tools to make the necessary repairs. While he promised to return to the residence promptly to complete repairs, he never did.

151. It took a full week before maintenance returned to [REDACTED]. On May 8, 2025, representatives from Lessen again attempted to unclog the pipe. Their efforts only worsened the flooding, which had by this point rendered the home's hot water heater nonfunctional.

152. For more than two weeks, Plaintiff Nelson and her children lived with raw sewage in their home. They were unable to run water at the property for fear of worsening the flooding. They could not bathe, drink, or use the restroom in any capacity.

153. Second Avenue finally unclogged the pipe that had caused the backup but did not pay for professional cleaning of the sewage-filled basement. The sewage-filled basement presented an acute health hazard to Ms. Nelson and her children. Still, Second Avenue refused to complete the cleaning.

154. Second Avenue also refused to replace the home's damaged water heater. For almost three months—between April and July 2025—Plaintiff Nelson and her family lacked hot water in their home at [REDACTED].

155. During this time, three different third-party vendors visited [REDACTED] to inspect the water heater. Upon information and belief, all three of these vendors were coordinated by Lessen. All reported that Plaintiff Nelson needed a completely new hot water system, but that Second Avenue had only authorized replacement of a single part. The replacement of this part—as predicted by the vendors—did not resolve the problems with the hot water system.

156. On July 1, 2025, Plaintiff Nelson wrote Second Avenue via email, demanding that these issues be remedied expeditiously. Emmanuel Cutillar, a Second Avenue “Community Compliance Specialist” responded by email on July 1 and committed to expedite the repairs by the third of the month.

157. This was another fraudulent representation. Once again—the promised repairs never came to pass.

158. Plaintiff Nelson’s ongoing problems with raw sewage in her home have been compounded by a rat infestation, an issue likely caused by Second Avenue’s failure to remedy the sewage and water problems. Upon information and belief, [REDACTED] remains infested with rats today, including in the kitchen.

159. Rats, like raw sewage, carry life-threatening illnesses. Every day that Plaintiff and her children remained at [REDACTED], they faced continuing risk of serious physical harm.

160. Adding insult to injury, Second Avenue also imposed illegal fees during Plaintiff Nelson’s tenancy. In July, without warning, Second Avenue demanded that Plaintiff Nelson pay rent on the first of the month instead of the third. When Plaintiff was unable to pay this accelerated rent charge, Second Avenue assessed an illegal \$300 late fee to her ledger and posted an eviction notice on her door. On July 7 at 3:53 PM, Second Avenue sent an unsigned email to Plaintiff Nelson demanding \$2080.04.

161. By this time, Second Avenue’s continued harassment and indifference to the health and safety of Plaintiff Nelson’s family had become too much to bear. The combination of raw sewage debris, nonfunctioning hot water, and rat infestation rendered the [REDACTED] effectively uninhabitable, and the family vacated the property in July.

162. As a direct result of Second Avenue’s failure to live up to its R.C. 5321.04

obligations and its illegal fees, Plaintiff Nelson and her family were constructively evicted from

163. Upon information and belief, Second Avenue made a conscious decision to withhold necessary repairs for Plaintiff Nelson’s home in order to pressure her to vacate (consistent with the timing of the emails requesting illegal fees and falsely promising to repair the premises). This decision constitutes self-help eviction under R.C. 5321.15, and was motivated by Second Avenue’s knowledge that it would be cheaper to make cosmetic repairs and rent to another unwary family than to truly remedy the problems of which Plaintiff Nelson was now aware.

164. Indeed, Second Avenue has already posted [REDACTED] as available to rent on its website. The posting makes no reference to outstanding code enforcement orders, instead assuring prospective tenants that they will have access to a “finished basement bonus room” and “central A/C.”

House for rent

EXPLORE 3D TOUR

See all 23 photos

**Special offer**

**\$1,750/mo**

[REDACTED] Cincinnati, OH 45238

Price may not include required fees and charges.

**Costs & fees breakdown**

Single family residence	Available now	Cats, dogs OK
Central air	-- Laundry	-- Parking
Other		

Contact manager for more details about this home.

**What's special**

FINISHED BASEMENT BONUS ROOM COVERED FRONT PORCH STAINLESS STEEL APPLIANCES  
GLASS TILE BACKSPLASH UPDATED KITCHEN STONE COUNTERTOPS DINING ROOM

COMING SOON! This home is scheduled to be ready for viewing on August 19, 2025. You can still apply and reserve this home until it is ready for an in-person tour. Contact us today for more details on our pre-leasing process.

This 4-bedroom, 2-bath Cincinnati home features plank flooring, an updated kitchen with stainless steel appliances, stone countertops, and a glass tile backsplash, along with a dining room, finished basement bonus room, central A/C, and washer/dryer hookups. Two bedrooms and a full bath are on the main level, with additional bedrooms or office space upstairs. Professionally managed by Second Avenue. Contact us to tour and apply online today!

165. Upon information and belief, Second Avenue has not acquired any permits for plumbing work or replacement of the water heater at [REDACTED]. If Second Avenue did complete the structural plumbing repairs and hot water heater replacement necessary to make [REDACTED] habitable, it did so illegally, without permits, in the span of a few weeks (even though it proved unable to complete the work requested by Plaintiff Nelson when she repeatedly requested it). Much more likely—Second Avenue did not complete these repairs and instead plans to rent [REDACTED] as-is to another unsuspecting household.

166. To date, Plaintiff Nelson has been unable to secure independent housing for her family and is experiencing homelessness. She has been separated from her three children, who are currently residing with their father, while she is living out of her car. Ms. Nelson has also learned that she is pregnant.

167. The separation from her children, having to move her belongings, and experiences with homelessness, all while pregnant, has imposed a significant financial burden and emotional distress on all members of her family.

168. Plaintiff Nelson's combined experiences with maintenance problems and Second Avenue's illegal policies and fees have caused immeasurable stress, anxiety, and frustration, all of which negatively impacts Plaintiff in her day-to-day life.

### **CLASS ACTION ALLEGATIONS**

169. Plaintiffs bring this action individually and on behalf of all other persons similarly situated, pursuant to Ohio Rules of Civil Procedure 23(a), 23(b)(1), 23(b)(2), and 23(b)(3).

170. Specifically, Plaintiffs propose the following Class definition, subject to amendment as appropriate:

**All individuals who are current and former tenants of Second Avenue in Hamilton County from January 1, 2022 to the present (the "Class").**



Upon information and belief, more than two-thirds of such individuals are domiciled in Ohio.

170. Additionally, Plaintiffs propose the following Subclass definition, subject to amendment as appropriate:

**All Class Members who are former tenants of a Second Avenue rental property in Hamilton County who were formally evicted, constructively evicted, or against whom an eviction case was filed between January 1, 2022 through the present (the “Eviction Subclass”).**

For the purpose of clarity, all Eviction Subclass Members are members of the Class defined above.

171. Excluded from the Class are Defendants and their parents or subsidiaries, any entities in which they have a controlling interest, as well as their officers, directors, affiliates, legal representatives, heirs, predecessors, successors, and assigns. Also excluded is any Judge to whom this case is assigned as well as their judicial staff and immediate family members.

172. Plaintiffs reserve the right to modify or amend the definition of the proposed Class and Subclass, as well as add additional subclasses, before the Court determines whether certification is appropriate.

173. The proposed Class meets the criteria for certification under Civ.R. 23(a), (b)(2), and (b)(3).

174. Numerosity. Second Avenue operates more than 220 homes for rent in Hamilton County. Assuming an average household size of 2.94 people (as indicated by United States Census Bureau data for Cincinnati) the number of current tenants in Second Avenue properties exceeds 600 individuals. Given Second Avenue’s multiple years of operation in Hamilton County and routine practice of evicting or otherwise displacing tenants, the addition of former tenants will likely bring the number of Class Members to more than 1000 individuals. Class Members are so numerous that joinder of all members is impracticable, if not completely impossible.

175. Commonality. There are questions of law and fact common to the Class which predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

- a. Whether Defendants engaged in the conduct alleged herein;
- b. Whether the substantially uniform Illegal Lease Terms violated Ohio statutes;
- c. Whether Defendants' conduct violated the OLTA;
- d. Whether Defendants' conduct violated the CMC (for City residents);
- e. Whether Plaintiffs and Class Members are entitled to compensatory actual and/or statutory damages;
- f. Whether Plaintiffs and Class Members are entitled to punitive damages;
- g. Whether Plaintiffs and Class Members are entitled to statutory treble damages;
- h. Whether Plaintiffs and Class Members are entitled to attorneys' fees;
- i. Whether Plaintiffs and Class Members are entitled to equitable relief, including injunctive relief, restitution, disgorgement, and/or the establishment of a constructive trust.

176. Typicality. Plaintiffs' claims are typical of those of other Class Members because Plaintiffs, like all other Class Members, are current or former tenants of Defendants, and were subjected to the same Illegal Terms in their rental agreements and the same, coordinated pattern of illegal activity by Defendants.

177. Adequacy of Representation. Plaintiffs will fairly and adequately represent and protect the interests of Class Members. Plaintiffs' counsel are competent and experienced in litigating class actions.

178. Predominance. Defendants have engaged in a common course of conduct toward

Plaintiffs and Class Members in that Defendants entered into rental agreements with Plaintiffs and Class Members, all containing substantially similar illegal terms. The common issues arising from Defendants' conduct affecting Class Members set out above predominate over any individualized issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

179. Superiority. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. Class treatment of common questions of law and fact is superior to multiple individual actions or piecemeal litigation. Absent a Class action, most Class Members would likely find that the cost of litigating their individual claims is prohibitively high and would therefore have no effective remedy. The prosecution of separate actions by individual Class Members would create a risk of inconsistent or varying adjudications with respect to individual Class Members, which would establish incompatible standards of conduct for Defendants. In contrast, conducting this action as a class action presents far fewer management difficulties, conserves judicial resources and the parties' resources, and protects the rights of each Class Member.

180. Class certification is also appropriate. Defendants acted and/or refused to act on grounds generally applicable to the Class such that final injunctive relief and/or corresponding declaratory relief is appropriate to the Class as a whole.

181. Finally, the Class and Subclass are clearly defined and objectively ascertainable.

## **CLAIMS FOR RELIEF**

### **COUNT I**

#### **Absolute Public Nuisance**

***(On Behalf of Plaintiffs and the Class against all Defendants)***

182. Plaintiffs restate and reallege facts set forth above as if fully alleged herein.

183. Plaintiffs bring this claim to obtain injunctive and declaratory relief from the public nuisance created by Defendants' derelict property management and systemic violation of State and municipal law, including the OLTA and the CMC.

184. The public holds common rights to health, welfare, safety, peace, comfort, and freedom from conduct that creates a disturbance and reasonable apprehension of danger to person and property, as affirmed by the Ohio Constitution, Article I Section 1.

185. The OLTA, R.C. 5321 *et seq.*, imposes specific legal requirements on Ohio landlords and tenants, including but not limited to the provisions at R.C. 5321.02, 5321.04, 5321.06, 5321.07, 5321.12, 5321.13, and 5321.15.

186. All Ohioans have a right to the protections of the OLTA. This includes members of the public who do not act as landlords or tenants but are nonetheless protected by the provisions of the Act that promote and protect health, safety, welfare, and property values in their communities.

187. Per R.C. 5321.04(A)(I), Cincinnati landlords are also required to comply with "all applicable building, housing, health, and safety codes," including CMC Sections 871-9, CMC 871-11, CMC 871-15, CMC 1117-45, CMC 1117-51, CMC 1117-67, and CMC 1601-17.

188. Defendants intentionally violated each of these statutes and ordinances listed in herein through the actions described throughout this Complaint.

189. Defendants Second Avenue and Lessen have implemented a scheme that includes Illegal Lease Terms, dereliction of maintenance obligations, and illegal fees, creating poor housing conditions for Hamilton County residents that, in violation of Ohio law, harm their health and interfere with their comfortable enjoyment of life.

190. Defendants knew or should have known that the above actions were in violation of state and local law and would create a public nuisance, yet it chose to pursue those actions anyway.

191. Through their intentional, systemic, and unlawful violation of these statutes and ordinances, Defendants have created and maintained an absolute public nuisance.

192. The absolute public nuisance created by Defendants is a continuing nuisance that will persist so long as Second Avenue's leases contain the Illegal Lease Terms and so long as Second Avenue and Lessen refuse to bring Second Avenue's housing stock up to appropriate states of repair and into compliance with local building and health codes.

193. Defendants' creation of the public nuisance imposes continuing harm on Second Avenue tenants and neighboring communities as described throughout this Complaint.

194. The public nuisance created by Defendants' actions is substantial and unreasonable.

195. Plaintiffs and Class Members have suffered harm from Defendants' creation of the public nuisance distinct from the harm suffered by the public at large, as described throughout this Complaint.

196. This harm includes actual, pecuniary losses incurred through the additional expenditure of funds to pay Second Avenue's illegal fees and to compensate for derelict housing conditions like nonfunctioning water, power, and HVAC, as well as funds expended to prevent and mitigate the harm of illegal Second Avenue evictions.

197. At all relevant times herein, Defendants knew or should have known that its conduct would impose pecuniary loss and other harm on Plaintiffs and Class Members.

198. Defendants engaged in the unlawful acts described above with the intent to increase their own profits and to shift the cost and burdens of property maintenance onto Plaintiffs and Class Members.

199. The health, safety, and property of Hamilton County residents, including those who participate in and are affected by the rental market, is a matter of great public interest and legitimate concern to Plaintiffs and Class Members.

200. The public nuisance created and maintained by Defendants can be abated and further harm to Plaintiffs and Class Members prevented by a grant of relief from this Court.

**COUNT II**  
**Declaratory Judgment for**  
**Violation of the Ohio Landlord Tenant Act**  
**Pursuant to R.C. 2721.03**  
***(On Behalf of Plaintiffs and the Class against Second Avenue)***

201. Plaintiffs restate and reallege facts set forth above as if fully alleged herein.

202. Second Avenue intentionally includes illegal and unenforceable terms in Lease Agreements with Hamilton County residents, including the Illegal Lease Terms described above.

203. Second Avenue's inclusion of the Illegal Lease Terms harms Plaintiffs and Class Members as described above.

204. Second Avenue's refusal and delay in performing property maintenance obligations, as justified by the Illegal Lease Terms, harms tenants, their communities, and Plaintiffs and Class Members in numerous ways as described throughout this Complaint.

205. Second Avenue's imposition of illegal fees, as justified by the Illegal Lease Terms, also harms tenants, their communities, and Plaintiffs and Class Members in numerous ways as described throughout this Complaint.

206. So long as the Illegal Lease Terms are included in Second Avenue's leases, Plaintiffs and other tenants face a continuing threat of harm inflicted by Second Avenue's threatened and attempted enforcement of those Terms.

207. Speedy relief is required to prevent additional, irreparable harm to Plaintiffs and

Class Members.

208. Finally, Plaintiffs seek a preliminary and permanent injunction enjoining Defendants from including and enforcing the Illegal Lease Terms in Second Avenue's leases.

**COUNT III**  
**Violation of the Ohio Landlord Tenant Act ("OLTA")**  
**Damages for Breach of Landlord Duties Pursuant to R.C. 5321.12**  
***(On Behalf of Plaintiffs and the Class against Second Avenue)***

209. Plaintiffs restate and reallege facts set forth above as if fully alleged herein.

210. Defendant Second Avenue intentionally included illegal and unenforceable terms in its leases with Hamilton County residents, including the Illegal Lease Terms described above.

211. Defendant Second Avenue's inclusion of the Illegal Lease Terms harmed Plaintiffs and Class Members in the manner described above.

212. Defendant Second Avenue has wielded the Illegal Lease Terms to justify its refusal and delay in performing mandatory property maintenance obligations, and in doing so, has harmed Plaintiffs and Class Members and their communities as described above.

213. As a result of Defendant Second Avenue's conduct, Plaintiffs and Class Members have suffered significant damages, including but not limited to:

- a. Loss of use and enjoyment of their homes;
- b. Exposure to unsafe and unsanitary conditions;
- c. Financial harm, including through the receipt and payment of improper and illegal fees, costs, and/or reduced rental value; and
- d. Emotional distress, inconvenience, and other non-economic harms.

214. Pursuant to R.C. 5321.12, Plaintiffs and Class Members are entitled to recover actual damages for Second Avenue's breach of its duties as a landlord.

**COUNT IV**  
**Violation of the Ohio Landlord Tenant Act (“OLTA”)**  
**Damages for Prohibited Acts of Landlord Under R.C. 5321.15 and 5321.16**  
***(On Behalf of Plaintiffs and the Class against Second Avenue)***

215. Plaintiffs restate and reallege facts set forth above as if fully alleged herein.

216. Ohio landlords are strictly prohibited from “initiat[ing] any act,” including “termination of utilities or services” and “threat of any unlawful act,” for purposes of recovering possession of a residential premises. R.C. 5321.15.

217. Second Avenue has openly and blatantly violated R.C. 5321.15 by actions including, but not limited to:

- a. Terminating or refusing to provide repair services at certain properties, including Plaintiff Nelson’s former residence at [REDACTED];
- b. Suspending the service of its online payment platform for tenants who are late on rent and requiring those tenants to send certified funds out-of-state, as experienced by Plaintiff Fralick in January of 2025;
- c. Threatening in its form lease agreement to evict tenants “*without notice*,” an act prohibited by R.C. Chapter 1923;
- d. Threatening in its form lease agreement to impose late fees of 10% on City residents, an act prohibited by CMC 871-9(a)(10);
- e. Actually imposing late fees of 10% on the rent ledgers of City residents and demanding that payment be made to avoid a formal eviction filing, as with Plaintiff Collis throughout her tenancy and Plaintiff Nelson in July of 2025;
- f. Threatening in its form lease agreement to require that tenants “defend, indemnify, and hold [Second Avenue] harmless” for the consequences of Second Avenue’s own negligence, an act prohibited by R.C. 5321.13;



- g. Threatening in its form lease agreement to require tenants to pay “all expenses,” including “attorney’s fee[s],” for the tenants’ own eviction, an act prohibited by R.C. 5321.13;
- h. Actually invoicing attorney’s fees to tenants’ ledgers and demanding payment of those fees as rent, as experienced by Plaintiff Collis during her eviction proceeding and afterward;
- i. Threatening in its form lease agreement to deduct illegal charges from tenant security deposits, an act prohibited by R.C. 5321.16 and experienced by Plaintiff Collis.

218. Each termination of service and unlawful act listed above is threatened and pursued by Second Avenue to facilitate its recovery of possession of residential premises in the event of conflict with its tenants.

219. For example, when it became apparent that code-compliant and sustainable repairs to Plaintiff Nelson’s residence would require significant expense, Second Avenue chose instead to withhold repair services altogether and impose illegal late fees to Ms. Nelson’s ledger. The predictable and intentional effect of these decisions was that Plaintiff Nelson was forced to vacate the property: a constructive eviction. Second Avenue was then free to make inexpensive, cosmetic repairs to the property and re-list it for rent to another vulnerable household.

220. Likewise, when Ms. Collis attempted to pay her alleged past-due balance and avoid eviction, Second Avenue refused to accept unless she also paid its \$630 attorney fee and illegal 10% late fees. When Ms. Collis was unable to pay these excessive fees and vacated the property, Second Avenue responded by illegally deducting the amounts from her security deposit.

221. Pursuant to R.C. 5321.15 and 5321.16, Plaintiffs and Class Members are entitled to recover all damages, double damages, and reasonable attorney fees for Second Avenue's termination of services and threats of unlawful action.

**COUNT V**  
**Civil Conspiracy**  
***(On Behalf of Plaintiffs and the Class against all Defendants)***

222. Plaintiffs restate and reallege facts set forth above as if fully alleged herein.

223. In the past four years, Defendant Property LLCs have owned and operated rental properties throughout Hamilton County through at least nine separate entities, many of which are LLCs registered with the Ohio Secretary of State. The Property LLCs have acquired, operated, and maintained these rental properties in concert with Defendants Parent; Realty; Realty II; Coyne; Management; Management II; and Lessen.

224. Each of these LLCs and each Defendant named in this Complaint is an independent "person" under R.C. 1701.01(G).

225. Through shared activities, Parent, Realty, Realty II, Coyne, the Property LLCs, Management, Management II, and Lessen have engaged in multiple unlawful acts and torts, including but not limited to: causing an absolute public nuisance; committing serial and intentional violation of the OLTA; serially and intentionally failing to comply with the applicable health, housing, and building code standards; and failing to properly maintain and renovate properties owned by the Property LLCs in contravention of state and local law. These entities have further engaged in fraudulent misrepresentations as detailed in this Complaint.

226. Defendants combined maliciously with a common design to commit the unlawful acts and torts described above.

227. The unlawful acts and torts perpetrated by Defendants exist independently of the conspiracy among the Defendants. Indeed, Defendants engaged in the conspiracy precisely because they could not have accomplished their illegal objectives independently.

228. The unlawful and tortious acts perpetrated by Defendants caused injury and actual damages to Plaintiffs, the Class Members, and to property, as described throughout this Complaint.

**COUNT VI**  
**Civil Liability for Criminal Acts**  
**R.C. 2307.60, *et seq.***  
***(On Behalf of Plaintiffs and the Class against all Defendants)***

229. Plaintiffs restate and reallege the facts set forth above as if fully alleged herein.

230. R.C. 2307.60 creates a civil cause of action for damages resulting from any criminal act, unless otherwise prohibited by law.

231. Second Avenue has engaged in myriad criminal acts in connection with management of the Greater Cincinnati Network, including but not limited to:

***Wire Fraud in Violation of 18 U.S.C. § 1343/ Telecommunications Fraud in Violation of R.C. 2913.05***

232. Wire fraud generally involves a scheme or artifice to defraud and the use of interstate wires in furtherance of the scheme. 18 U.S.C. § 1343. Interstate wires include not only telephone but also, for example, internet. Similarly, Ohio prohibits telecommunications fraud, which prohibits any person “from knowingly disseminat[ing], transmit[ing], or caus[ing] to be disseminated or transmitted by means of a wire ... telecommunication, telecommunications device ... any writing, data, sign, signal ... or image” with the purpose of carrying out a fraudulent scheme. R.C. 2913.05

233. Defendants’ total number of wire/telecommunications fraud violations committed in furtherance of the Second Avenue scheme—which is a scheme or artifice to defraud—and

forming part of the pattern of corrupt activity are too voluminous to recount, given that the scheme has continued unabated since at least 2022. Specific instances of wire/telecommunications fraud include, *inter alia*:

- a. Communication of fraudulent misrepresentations via electronic mail and Second Avenue's online portal.
  - i. For example, on January 10, 2025, Rosie Perez (an employee of Second Avenue) sent an email to Plaintiff Fralick in which she represented: "I want to assure you that all of our policies are in full compliance with the laws of each state we operate in." This representation was blatantly false, for the reasons described herein, and made with the intention to deceive. This misrepresentation has the purpose of convincing tenants not to object to the illegal fees, practices, and lease terms imposed by Second Avenue, and not to report these practices to the City, County, or other relevant governmental authorities. Tenants like Plaintiff Fralick reasonably rely on these representations to their detriment.
  - ii. Second Avenue fraudulently represents to tenants that it will take care of maintenance problems. Jackie Hendrickson, an employee of Realty working, on information and belief, under the direction of Realty/Coyne, made a series of representations by email to Plaintiff Eshun that she would assist in getting the mold and asbestos problem in her rental solved. On May 27, 2025, Hendrickson represented by email that the "Team just got back to me," and instructed that Plaintiff Eshun call back to solve the maintenance problem. Hendrickson falsely represented that "they left you messages (voicemails) yesterday," when that was inaccurate. With no help forthcoming, Hendrickson represented by email on May 29, 2025 that "I have escalated this again to source a vendor for immediate scheduling." Still, no help came. Hendrickson further represented by email on June 2, 2025 "I have forwarded your email to the service team and their manager. I also included the Resident Experience Manager as well. Someone should be reaching out sometime tomorrow with more information." Hendrickson's representations sought to portray an organization determined to solve a problem, but this was blatantly false and made with an intention to deceive. Behind the scenes, Second Avenue was downgrading the seriousness of the mold and asbestos problem at Plaintiff Eshun's rental. Plaintiff Eshun reasonably relied on these false assurances to her detriment that immediate help would be forthcoming.
  - iii. Similarly, on July 1, 2025, Emmanuel Cutillar, a Second Avenue "Community Compliance Specialist" emailed Plaintiff Nelson and committed to expedite the repairs by the third of the month. This was a

fraudulent misrepresentation designed to deceive Ms. Nelson and convince her that help was forthcoming and to pay her upcoming rent. Ms. Nelson relied on this representation to her detriment. Second Avenue knew of the longstanding maintenance problems at her resident, both by virtue of City inspectors and prior resident(s), as well as based on Ms. Nelson's communications, but had no intention of actually remedying the problem.

b. Transmission and execution of illegal lease terms, threats of unlawful action, and false warranties via email and Second Avenue's online rent portal;

- i. Upon information and belief, all Second Avenue tenants and agents transmit and execute the Illegal Lease Terms via combined use of email, DocuSign, and Second Avenue's online rent portal.
- ii. Second Avenue similarly delivers its threats of unlawful activity and demands for payment of illegal fees via email and its online portal. As described above, Second Avenue emailed a demand for payment of unlawful fees to Plaintiff Nelson on July 7, 2025 while it was in the midst of refusing to address her maintenance issues.
- iii. The specific, false warranties made to Plaintiffs Eshun and Nelson detailed above (on April 10 and April 15, 2025) regarding the absence of mold or water damages at their properties (see Mold Lease Addendum, attached as Exhibit B) were also communicated to Plaintiffs via email and executed electronically via DocuSign. These representations were false and fraudulent and designed to entice Plaintiffs Eshun and Nelson to rent from Second Avenue. Had Second Avenue revealed the truth about the properties and the underlying conditions (that they sought to hide through air fresheners, among other means), Plaintiffs would not have rented from Second Avenue.
- iv. In Plaintiff Eshun's lease and lease addendum executed on April 10, 2025, Realty II signed as the entity representing Second Avenue. This was a false representation that Realty II was authorized to do business in Ohio, when it is not (according to the Ohio Secretary of State's website). This withheld critical information from Plaintiff Eshun that Second Avenue was operating in contravention of Ohio law. Had she known that Realty II was openly violating Ohio law and refusing to disclose important issues concerning the state of the premises, she would not have rented from Realty II.

- c. Fraudulent misrepresentation of Second Avenue’s own operations, practices, and the condition of its units as advertised on its interstate website to induce tenants to rent;
- i. Second Avenue advertises (on its website in the screen shot above) “world-class service and maintenance,” knowing its services are designed to be everything but. It boasts: “Who says a concierge is only for vacation? At Second Avenue, our service, support, and maintenance teams are known for their industry-leading response times and professionalism. Don’t lift a finger. We’ll handle it.” These representations are tantamount to an assurance that Second Avenue will comply (and exceed) the maintenance requirements of the OLTA.
  - ii. Prospective tenants rely on those representations to their detriment in deciding to rent with Second Avenue, believing that the Property LLCs will perform maintenance obligations consistent with Ohio and local law. In reality, Second Avenue fails to provide timely—or state-law compliant—maintenance. This failure has inflicted substantial damages on Plaintiffs and the Class.
  - iii. Second Avenue is currently advertising Plaintiff Nelson’s former residence at [REDACTED] as available for rent, implicitly warranting that the property is habitable and free from outstanding code enforcement orders affecting health and safety. Second Avenue is specifically advertising a functional, finished basement, a feature of which Ms. Nelson was deprived for practically her entire tenancy. These representations are knowingly false and stand to inflict substantial harm on any family that relies on Second Avenue to move into the property.
  - iv. Second Avenue maintains an online portal that allows tenants to interface with Second Avenue and Lessen. When individuals enter maintenance requests, Second Avenue and/or Lessen engages in the practice of misrepresenting maintenance requests. Changes include categorizing “asbestos” to more benign-sounding issues, like “ceiling stains or spots” and “discoloration;” and “air vents smell like animal feces” to “air vents smell bad.” This occurred to Plaintiff Eshun on during June and July 2025 as she sought to raise serious maintenance problems with Second Avenue. These misrepresentations serve multiple purposes, including: evading health code and related governmental oversight of the properties; discounting the seriousness of the problems to justify slow or no maintenance; and fraudulently deterring tenants from enforcing their basic rights under state and local law.

- v. By fraudulently misstating the seriousness of maintenance requests, Second Avenue and/or Lessen ensures that severe maintenance problems go unaddressed and unresolved, as demonstrated by Plaintiff Eshun's experiences, inflicting substantial damages on Plaintiffs and the Class. These misrepresentations are vital to the effectiveness of Second Avenue's scheme to avoid compliance with maintenance obligations.

234. Second Avenue's pattern of criminal wire and telecommunications fraud has caused injury and actual damages to Plaintiffs, the Class Members, and to property, as described throughout this Complaint.

***Failure to Comply with Lawful Code Enforcement Orders in Violation of CMC 1101-71, R.C. 3707.99 and R.C. 3707.48.***

235. In addition to Second Avenue's pattern of wire and telecommunications fraud, Second Avenue's consistent failure to comply with lawful orders of the City of Cincinnati Director of Buildings and Inspections and the City of Cincinnati Board of Health constitutes a repeated pattern of criminal activity.

236. Pursuant to CMC 1101-71: "If, after service of any lawful order from the director of buildings and inspections, the owner, person in control, agent, contractor or other person responsible for the work or violation refuses to comply with such order or does not comply within the period stated in the order of notice, such failure to comply shall constitute a misdemeanor of the first degree punishable as provided for in this Code."

237. Pursuant to R.C. 3707.99 and R.C. 3707.48, violation of the lawful orders of the City of Cincinnati Board of Health also constitutes a misdemeanor offense.

238. Each individual code enforcement order which remains outstanding after the designated correction period or which results in the issuance of escalated orders and civil fines constitutes an independent misdemeanor offense.

239. Second Avenue has engaged in an extensive pattern of noncompliance with the lawful orders of the Cincinnati Building Department, including failure to correct the egregious and hazardous conditions described above.

240. Second Avenue has additionally failed to timely comply with the lawful orders of the Cincinnati Board of Health, as when it failed to correct raw sewage conditions at 6006 Stanhill Court for weeks.

241. Second Avenue is fully on notice that its failure to timely comply with Building Department and Board of Health orders constitutes criminal conduct. The Health Department Inspector for 6006 Stanhill Court, for example, issues multiple civil fines and a pre-prosecution notice to Second Avenue agents after weeks of noncompliance.

242. Second Avenue's failure to comply with the lawful orders of the Building Department and Board of Health has caused injury and actual damages to Plaintiffs, the Class Members, and to property, as described throughout this Complaint.

***Theft by Deception in Violation of R.C. 2913.02***

243. Defendants repeatedly engaged in theft by deception in furtherance of the Second Avenue scheme and forming part of the pattern of corrupt activity.

244. Pursuant to R.C. 2913.02, theft occurs when the party taking possession knowingly obtains or exerts control over the property through deception, threat, or intimidation.

245. Under R.C. 2913.01 *et seq.*, no person may, “with purpose to deprive the owner of property ... knowingly obtain or exert control over ... the property ... by deception.” Deception is “knowingly deceiving another or causing another to be deceived by any false or misleading representation.”



246. Because Defendants collected illegal fees from Plaintiffs and Class Members under an illegal contract and in violation of state and municipal law, the taking of these illegal payments from Plaintiffs and Class Members constitutes theft by deception.

247. Specific examples of theft by deception include, *inter alia*:

- a. Second Avenue's practice, memorialized in their Lease Agreements, that assign \$50 and \$75 maintenance visit fees. On information and belief, Plaintiff Collis was required to pay \$75 for maintenance visits during her tenancy in July 2024;
- b. Second Avenue's practice, memorialized in their Lease Agreements, imposing 10% late fees and \$40 dollar Notice Fees for late rental payments and eviction notices. On information and belief, Plaintiff Collis was required to pay a \$146.50 late fee and \$40 notice fee in April 2024; a \$146.50 late fee in May 2024; a \$146.50 late fee and \$40 notice fee in June 2024; a \$146.50 late fee in July 2024; a \$146.50 late fee in August 2024; a \$146.50 late fee and \$40 notice fee in September 2024; a \$146.50 late fee in November 2024; and a \$161.15 late fee and \$40 notice fee in January 2025;
- c. Second Avenue's practice, memorialized in their Lease Agreements, that assigns various costs associated with moving out of the premises in excess of Second Avenue's actual damages and in violation of R.C. 5321.16. On information and belief, following her eviction from her rental home, Plaintiff Collis was informed that she owed \$2,780, specifically as it pertained to the move-out process. The \$2,780 in move-out charges included: (1) \$250 for trash cleanout; (2) \$1,695 for painting the interior walls of the property; (3) \$385 for a "sales clean;" and (4) \$450 for a professional carpet clean;

- d. Second Avenue's practice, memorialized in their Lease Agreements, that assigns exorbitant legal fees in the event that eviction proceedings are brought against a tenant. On information and belief, Second Avenue demanded that Plaintiff Collis pay a \$630 legal fee in January 2025.

***Recovery of Damages***

248. Plaintiffs may recover under R.C. 2307.60 regardless of whether Defendants have pleaded guilty to or been convicted of the alleged criminal conduct.

249. As described at length above, upon information and belief, Defendants have violated 18 U.S.C. § 1343; R.C. 2913.05; CMC 1101-71, R.C. 3707.99 and R.C. 3707.48, each of which impose criminal penalties.

250. The actions and omissions of Second Avenue as described herein demonstrate malice and aggravated or egregious fraud. Where these actions were pursued by Second Avenue's agents and servants, Second Avenue as principle knowingly authorized, participated, and ratified those actions.

251. Accordingly, Plaintiffs and Class Members are entitled to compensatory, exemplary, and punitive damages, costs, and attorneys' fees from each Defendant caused by their criminal acts.

**COUNT VII**

**Abuse of Process**

***(On Behalf of Plaintiff Collis and the Eviction Subclass against Second Avenue)***

252. Plaintiff Collis restates and realleges facts set forth above as if fully alleged herein.

253. This cause of action is brought by Plaintiff Collis and the Eviction Subclass to obtain compensatory and punitive damages for Second Avenue's improper use of eviction proceedings to collect illegal and unconscionable fees from their tenants.

254. Probable cause exists for an eviction proceeding if and when a Second Avenue tenant violates their duties under R.C. 5321.05 and is served proper notice under R.C. 1923.04. The proper purpose of an eviction action is to obtain restitution of the premises.

255. Second Avenue, however, is perverting eviction proceedings into a mechanism to collect illegal and unconscionable fees, including, but not limited to:

- a. Charging exorbitant attorney fees prohibited under R.C. 5321.13 that, upon information and belief, are not actually being paid to Second Avenue's legal counsel; and
- b. Charging late fees constituting 10% of monthly rent, which are in excess of \$50 or 5% of monthly rent and therefore prohibited by CMC 871-9(10).

256. Second Avenue's policy and practice is to impose the above fees to tenants' ledgers any time an eviction proceeding is filed. Defendants then refuse to dismiss these eviction actions unless and until the tenant pays all fees assessed to the ledger.

257. By requiring the payment of illegal and unconscionable fees as a condition of dismissal, Second Avenue perverts the eviction action to accomplish an ulterior purpose. Plaintiff Collis experienced this harm when Second Avenue refused to dismiss the eviction against her unless she paid its illegal late fees and attorney fees.

258. Upon information and belief, every tenant against whom Second Avenue has filed an eviction has faced an identical, illegal demand for attorney fees and late fees.

259. Second Avenue tenants who have paid these fees in exchange for dismissal of an eviction action have suffered concrete harm in the amount of illegal fees they were forced to pay.

260. Second Avenue tenants like Plaintiff Collis, who were unable to pay the illegal fees and forcibly displaced from their homes, have suffered additional harm stemming from their

moving costs; increased difficulty finding new housing; and improper deduction from their security deposits.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs, individually and on behalf of all others similarly situated, pray for judgment against Defendants as follows:

1. For an order certifying the Class, as defined herein, and appointing Plaintiffs and their Counsel to represent the Class;
2. For judgment against Defendants for payment of any and all damages, including treble damages and attorney's fees, and any other amounts owed pursuant to the Ohio Revised Code, the Cincinnati Municipal Code, the common law and order payment of interest and costs as permitted by law;
3. For an injunction requiring Defendants to remedy its violations of state and local law and to restrain it from further violations;
4. For a declaration that Defendants' violations of state and local law have created an absolute public nuisance;
5. For an injunction requiring Defendants to remove the Illegal Lease Term from its leases within Hamilton County;
6. For a declaration that the Illegal Lease are unenforceable in court and that the Leases are unconscionable;
7. For an order piercing the corporate veil between the Second Avenue entities;

8. For an injunction requiring Defendants to bring their properties into compliance with the Cincinnati Municipal Code building, health, and permit standards, pursuant to R.C. 715.30;

9. For an injunction requiring Defendants to bring their properties into compliance with the 2024 Ohio Building Code, including all building, health, and permit standards therein.

10. For any other injunctive relief that may arise relating to the abatement of the public nuisance including, but not limited to: providing access to Defendants' properties for inspections to reveal concealed violations of the City's health, building, and permit standards; an assessment by experts to determine the financial and constructive plan needed to rehabilitate the buildings; and performing such work and furnishing materials necessary to comply with the code and abate the public nuisances;

11. For judgment in excess of \$25,000, including actual, statutory, nominal, consequential, double, treble and punitive damages, as allowed by law;

12. For an award of attorneys' fees, costs, and litigation expenses, as allowed by law;

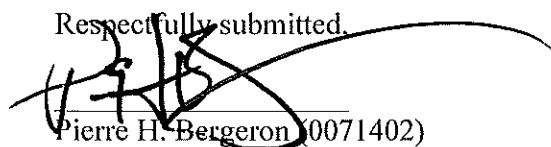
13. For prejudgment interest on all amounts awarded; and

14. Such other and further relief as this Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs, individually and on behalf of all others similarly situated, hereby demand a trial by jury of all issues so triable herein.

Dated: August 21, 2025

Respectfully submitted,  
  
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