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**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

**MARIA MALTOS ESCUTIA and
GABRIEL VALDEZ GARCIA,**)

Plaintiffs,)

v.)

**MARCO ANTONIO CONTRERAS and
DENISE CONTRERAS**)

Defendants.)

2022L004799

COMPLAINT

COMPLAINT

By and through their attorneys, Plaintiffs Maria Maltos Escutia and Gabriel Valdez Garcia (“Plaintiffs”) state as follows:

I. INTRODUCTION

1. This is an action to enforce the Immigrant Tenant Protection Act (“ITPA”), 765 ILCS 755/10.

2. 765 ILCS 755/10(f)(1) provides in pertinent part that a landlord shall not, “unless required by law or court order, threaten to disclose or actually disclose information regarding or relating to the immigration or citizenship status of a tenant to any person, entity or any immigration or law enforcement agency with the intent of harassing or intimidating the tenant, retaliating against the tenant for exercising his or her rights, or influencing the tenant to surrender possession.”

3. The ITPA ensures that all tenants have meaningful access to housing regardless of their immigration status and prevents landlords from weaponizing a tenant’s immigration status in a landlord-tenant dispute.

4. In violation of the ITPA, landlords Marco Antonio Contreras and Denise Contreras (“Defendants”) threatened to disclose information regarding Plaintiffs’ immigration status to Immigration and Customs Enforcement (“ICE”) if Plaintiffs Maria Maltos Escutia and Gabriel Valdez Garcia did not pay the July 2020 rent for the property Plaintiffs rented from Defendants.

5. When Plaintiffs vacated the rented unit located at 8533 S. Kostner Avenue, Chicago, IL 60652 (“premises”), Defendants wrongfully stopped Plaintiffs from accessing their personal property that Defendants had agreed to let Plaintiffs store in the attic of the premises.

6. Defendants wrongfully threatened to report Plaintiffs to ICE with the intent to harass, intimidate, and induce them to pay rent and surrender possession of the premises. Once Plaintiffs moved out of the premises, Defendants converted Plaintiffs’ personal property. In this action, Plaintiffs seek actual damages, consequential damages, and punitive damages, as well as attorneys’ fees and costs.

II. JURISDICTION AND VENUE

7. This Court has personal jurisdiction over Defendants because they reside in Illinois, own real estate in Illinois, and made a contract substantially connected with Illinois.

8. Venue is proper under 735 ILCS 5/2-10(1) and (2) because Defendants are residents of Chicago in Cook County, Illinois, and the events giving rise to Plaintiffs’ claims took place in Chicago, Cook County, Illinois.

III. PARTIES

9. Plaintiff Maria Maltos Escutia is a resident of Chicago in Cook County, Illinois and was a tenant at 8533 S. Kostner Avenue, Chicago, IL 60652 (“premises”), from in or about September 2017 until on or about July 31, 2020.

10. Plaintiff Gabriel Valdez Garcia is a resident of Chicago in Cook County, Illinois and was a tenant at the premises, from in or about September 2017 until on or about July 31, 2020.

11. Defendant Marco Antonio Contreras is a resident of Chicago in Cook County, Illinois and owned the premises, and was Plaintiffs' landlord, from in or about September 2017 until on or about July 31, 2020.

12. Defendant Denise Contreras is a resident of Chicago in Cook County, Illinois and owned the premises, and was Plaintiffs' landlord, from in or about September 2017 until on or about July 31, 2020.

IV. FACTS

13. In or about August 2017, Defendants purchased the premises – a single family residence located at 8533 S. Kostner Avenue, Chicago, Illinois 60652. Defendants moved into the main floor and invited Plaintiffs to rent the basement for \$600 per month. The rent included utilities and was due on the first day of each month.

14. Plaintiffs accepted the offer and verbally agreed to rent the basement unit. Plaintiffs moved into the basement of the premises in or around September 2017 with their daughter.

15. The basement unit consisted of a bedroom; bathroom with a shower; a living room; and kitchen with a stove, fridge, and sink. Defendants constructed a second bedroom in the basement in or around February 2019. The basement unit did not have its own private entry or exit and there was no door dividing the basement unit from the rest of the house.

16. In or around February 2020, Defendants asked Plaintiffs to sign a written contract related to renting the basement apartment for the first time since their initial verbal agreement.

At the time, Defendants were trying to obtain a mortgage loan to buy a second property and Defendants' mortgage lender requested income verification for the loan. Defendants planned to move into the second property.

17. On or about February 28, 2020, Plaintiffs signed the contract and paid Defendants a \$600 security deposit for the basement unit, among other fees. The contract changed the rent due date from the first of the month to the 29th day of the prior month. Plaintiffs were also now responsible for paying their own utilities. Defendants did not provide Plaintiffs a copy of the signed contract. Defendants told Plaintiffs that the contract was only meant for income verification purposes.

18. On or about March 20, 2020, the Defendants moved out of the premises and into their new property. Shortly after, new tenants moved into the first-floor unit of the property where Plaintiffs were renting the basement.

19. In or around April 2020, Defendants told Plaintiffs that they were going to raise Plaintiffs' rent to \$800 per month. Plaintiffs reminded Defendants that they had agreed that Plaintiffs would pay \$600 per month plus utilities when they signed the contract in or around February 2020. Plaintiffs explained that they could not afford to pay higher rent plus utilities. Defendants told Plaintiffs that the contract was only meant for income verification purposes but accepted \$600 from Plaintiffs for April 2020 through June 2020 rent.

20. In or around June 2020, Defendants informed Plaintiffs that they were selling the premises and told Plaintiffs they needed to vacate the property by August 2020. At that time, Defendants did not provide Plaintiffs a written notice terminating their agreement or asking Plaintiffs to vacate the premises.

21. Plaintiffs requested Defendants provide them a signed letter releasing Plaintiffs from the contract they signed or stating the contract was only meant for income verification purposes. Plaintiffs were concerned that if they moved out without such a letter Defendants could come after them for a breach of contract. Defendants refused to provide Plaintiffs a signed letter.

22. On or about June 30, 2020, Defendants entered Plaintiffs' basement unit of the premises uninvited. Defendants told Plaintiffs that the rent for July 2020 was due on June 29, 2020, and that Plaintiffs needed to pay. Plaintiffs did not want to pay a full month's rent if they had to move out. Plaintiffs informed Defendants that they intended to pay a prorated portion of the July 2020 rent when they moved out. Plaintiffs were looking for a new unit and planned to move out soon, as Defendants had requested.

23. Defendant Marco Antonio Contreras told Plaintiffs they had to pay the full amount. Defendant Marco Antonio Contreras then began shouting and told Plaintiffs they needed to pay the July 2020 rent, or he would call ICE on them. Plaintiff Maltos Escutia asked Defendant Marco Antonio Contreras to calm down and lower his voice because Plaintiffs' daughter was sleeping in the room.

24. Plaintiffs were concerned for their family's safety after Defendant Marco Antonio Contreras threatened to call ICE, so the on or about the following day Plaintiffs went to a Chicago police station located near 63rd Street and Saint Louis Avenue to file a police report. The police did not file a report, and instead they gave Plaintiffs information on organizations they could call to learn about their rights as tenants.

25. On or about July 1, 2020, Defendants gave Plaintiffs a letter in Spanish stating Plaintiffs had thirty days to move out of the premises. On or about the following day Defendants gave the Plaintiffs the same letter in English.

26. On or about July 31, 2020, Plaintiffs moved out of the premises. When Plaintiffs vacated the premises, Defendant Denise Contreras refused to allow Plaintiffs to access and take their personal property which Plaintiffs had stored in the attic of the premises with Defendants' permission. The items included an infant carrier/stroller, a bassinet, bassinet sheets, a bassinet mattress, a baby bathtub, a baby walker, baby clothes, and a baby swing. Defendants told Plaintiffs they could only collect their property if Plaintiffs paid Defendants rent for July 2020.

27. Defendant Marco Antonio Contreras Marcos caused Plaintiffs stress and concern for the safety and well-being of their family. Plaintiff Maltos Escutia has suffered loss of sleep and anxiety attacks as a result of Defendant Marco Antonio Contreras' threats.

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION

IMMIGRANT TENANT PROTECTION ACT

28. Plaintiffs repeat and allege the allegations contained in paragraphs 13 through 27, inclusive, as if fully restated here.

29. At all relevant times Defendants were Plaintiffs' landlords.

30. Defendants threatened to report Plaintiffs and disclose information regarding Plaintiffs' immigration status to ICE with the intent to harass, intimidate, and induce Plaintiffs to pay rent and surrender possession of the premises.

31. Defendants' unlawful threat to report Plaintiffs and disclose information regarding Plaintiff's immigration status to ICE was in contravention of the Immigrant Tenant Protection Act, P.A. 101-439 (2019), 765 ILCS 755/10.

WHEREFORE, Plaintiffs respectfully request: a) a civil penalty of \$2,000 for each violation of the ITPA as provided for by 765 ILCS 755/15; b) Judgment against Defendants for actual damages and consequential damages; c) Punitive damages; d) Costs and reasonable attorneys' fees; and e) such other and further relief as this Court deems just and proper.

SECOND CAUSE OF ACTION

CONVERSION

32. Plaintiffs repeat and reallege the allegations contained in paragraphs 13 through 27, inclusive, as if fully restated here.

33. At all relevant times, Plaintiffs' right in their personal property was absolute and unconditional.

34. Defendants, without Plaintiffs' authorization, wrongly assumed control, dominion, or ownership of Plaintiffs' personal property by not allowing them to access their personal property stored in the attic of the premises when Plaintiffs vacated the premises.

35. Plaintiffs demanded possession of their personal property and assets from Defendants.

36. Defendants failed to allow Plaintiffs to access their personal property and failed to return Plaintiffs' personal property and assets.

37. Defendants' failure to return Plaintiffs' personal property was willful or done with such gross negligence as to indicate wanton disregard of Plaintiffs' right to their personal property.

WHEREFORE, Plaintiffs respectfully request: a) Judgment against Defendants for actual damages, consequential damages, including an amount that reasonably reflects the market value of Plaintiffs' personal property on the date of conversion, plus legal interest; b) Punitive damages; c) Costs and reasonable attorneys' fees; and d) such other and further relief as this Court deems just and proper.

Dated: May 31, 2022

Respectfully Submitted,

s/ Susana Sandoval Vargas

MEXICAN AMERICAN LEGAL
DEFENSE AND EDUCATIONAL FUND

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