

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

GERRELL MARTIN and CURTIS SAMPSON,

Plaintiffs,

vs.

LEVYLAW, LLC and BART E. LEVY,

Defendants.

CIVIL ACTION

No.: 17-1139

**PLAINTIFFS' STATEMENT OF UNDISPUTED FACTS IN SUPPORT OF THEIR
MOTION FOR SUMMARY JUDGMENT**

Plaintiffs Gerrell Martin and Curtis Sampson submit the following Statement of Undisputed Facts in support of their motion for summary judgment against LevyLaw, LLC and Bart E. Levy.

The Parties

1. Plaintiffs Gerrell Martin and Curtis Sampson are Pennsylvania residents. (Ex. B, Answer ¶¶ 10-11.)

2. Defendant Bart E. Levy is a licensed Pennsylvania attorney and principal shareholder of LevyLaw, LLC. (Ex. B, Answer ¶ 13.)

3. Defendant LevyLaw, LLC is a Pennsylvania corporation registered at 1515 Market Street, Suite 805, Philadelphia, PA 19102. (Ex. B, Answer ¶ 12.)

The Plaintiffs and 1916 Clarence Street

4. Ms. Martin moved into the property located at 1916 Clarence Street, Philadelphia, PA 19134 (“the Property”) in 2013 with her two children. (Ex. B, Answer ¶ 14.)

5. Gabriela Manzano, the Property’s owner, did not have a Philadelphia Housing Rental License when Ms. Martin moved in. (Ex. B, Answer ¶ 16.)

6. The Property's owner did not provide Ms. Martin with a Certificate of Rental Suitability or Partners for Good Housing Handbook when she moved into the Property, nor any time thereafter. (Ex. B, Answer ¶ 19.)

7. Ms. Martin called the Philadelphia Department of Licenses and Inspections ("L&I") about unrectified problems with the Property in 2014. (Ex. K, Martin Dep. 49:7-24.)

8. L&I in turn cited the Property's owner for failing to have a License, for violating the fire code, and for a leaking roof, damaged windows, loose electrical outlets, and an unsecured front door. (Ex. C, L&I Case No. 443960.)

9. Mr. Sampson and his two children moved into the Property with Ms. Martin in 2016. (Ex. L, Sampson Dep. 9:17-22.)

10. The Property was purchased from Manzano by Argentina Perez Irineo in April of 2016. (Ex. B, Answer ¶ 24.)

11. Ms. Martin and Mr. Sampson entered into a new lease with Ms. Irineo on June 1, 2016. (Ex. B, Answer ¶ 26.)

12. Ms. Martin and Mr. Sampson entered into this lease after Ms. Irineo's agent toured the Property and promised to make adequate repairs. (Ex. L, Sampson Dep. 13:2-24, 14:12-20.)

13. The Property remained unlicensed when Ms. Martin and Mr. Sampson entered into the lease with Ms. Irineo in June of 2016. (Ex. B, Answer ¶ 27.)

14. No Certificate of Rental Suitability was provided to Ms. Martin and Mr. Sampson when they signed a new lease for the Property in June of 2016. (Ex. B, Answer ¶ 27.)

15. Irineo failed to make sufficient repairs to the Property. (Ex. L, Sampson Dep. 14:23-15:24; Ex. K, Martin Dep. 41:8-24, 42:1-24, 43:1-23.)

16. In turn, beginning in September 2016, Ms. Martin and Mr. Sampson withheld rent and called L&I. (Ex. K, Martin Dep. 55:6-18, 59:13-22.)

17. On September 28, 2016, L&I issued citations at the Property, including for a leaking roof and deteriorated windows. (Ex. C, L&I Case No. 468651, at 19;; Ex. J, Levy Dep. 95-99 (examining Ex. P).)

18. On October 1, 2016, Irineo obtained a rental license for the Property for the first time. (Ex. B, Answer ¶ 27.)

19. Irineo registered her address as 6282 Kindred Street, Philadelphia, PA. (Ex. D, Rental License.)

20. In October 2016, L&I returned to the Property and cited Irineo for failing to provide Ms. Martin and Mr. Sampson with working heat. (Ex. C, L&I Case No. 560154 at 31-38; Ex. J, Levy Dep. 95-99 (examining Ex. P).)

21. Due to the lack of heat, L&I deemed the Property unfit for human occupancy. (Ex. C, L&I Case No. 560154 at 31-38; Ex. B, Answer ¶ 34.)

22. L&I would not clear violation 560154 until December 14, 2016. (Ex. C, L&I Case No. 560154 at 36.)

23. L&I sent notices of these violations to 6282 Kindred Street, Philadelphia, PA, the same address Irineo used to register for a rental license. (Ex. C, L&I Case No. 468651 at 19; Ex. C, L&I Case No. 560154 at 31, 37; Ex. D, Rental License.)

24. Ms. Martin filed a complaint with the Philadelphia Fair Housing Commission on October 14, 2016. (Ex. B, Answer ¶ 33.)

25. Irineo did not obtain a Certificate of Rental Suitability for the Property until March 31, 2017. (Ex. B, Answer ¶ 27.)

The Eviction and Debt Collection Process

26. In or around November 2016, Irineo engaged Defendant Bart E. Levy, and his law firm, LevyLaw, LLC (collectively referred to as “Levy”) to file an eviction lawsuit against Plaintiffs. (Ex. B, Answer ¶ 35.)

27. Levy files two to three thousand eviction cases in Philadelphia Municipal Court each year. (Ex. J, Levy Dep. 5:19-6:3, 30:11-14.)

28. Irineo paid Levy \$250 to represent her in eviction proceedings against Plaintiffs. (Ex. J, Levy Dep. 84:6-85:24 (Examining Ex. G, Levy 27 Invoice).)

29. This \$250 was the only payment Ms. Irineo made to Levy for the November 2016 eviction case. (Ex. J, Levy Dep. 86:1-5.)

30. Levy cannot recall anyone in his office ever communicating directly with Ms. Irineo. (Ex. J, Levy Dep. 90:2-92:1.)

31. Levy could not recall any communications prior to initiating an eviction against Ms. Martin and Mr. Sampson. He was unsure if he personally communicated with anyone, or whether his support staff did, and he could not recall whether those communications were by phone or by email. (Ex. J, Levy. Dep. 77:2-5, 90:2-92:1, 147:22-24, 148:1-5, 151:5-8, 155:20-24, 156:1-24, 157:1-8)

32. On November 7, 2016, Levy sent Ms. Martin and Mr. Sampson a notice to vacate. (Ex. E, Notice to Vacate; Ex. B, Answer ¶ 36; Ex. K, Martin Dep. 63:14-64:6.)

33. The notice to vacate threatened litigation, and demanded \$2,900, including \$2,250 in back rent, \$150 in late fees, and \$500 in attorney fees. (Ex. E, Notice to Vacate; Ex. B, Answer ¶ 36.)

34. The notice to vacate also demanded possession of Ms. Martin and Mr. Sampson's home. (Ex. E, Notice to Vacate.)

35. On November 8, 2016, Levy filed a Landlord-Tenant Complaint in Philadelphia Municipal Court against Ms. Martin and Mr. Sampson. (Ex. F, LT Compl.; Ex. B, Answer, ¶ 39.)

36. The complaint demanded \$2,900 in back rent, for September, October, and November's rent, and \$150 in late fees. (Ex. F, LT Compl. ¶ VII; Ex. B, Answer ¶ 47.)

37. The complaint demanded \$500 in attorney fees. (Ex. F, LT Compl. ¶ VII; Ex. B, Answer, ¶ 51.)

38. Levy's demand for \$500 in fees included charges which were not owed at the time Levy demanded them, but which were estimates of what Levy thought he would incur. (Ex. G, Levy 27 Invoice; Ex. J, Levy Dep. 84:11-86:13.)

39. The complaint averred that Irineo was "unaware of any open notice issued by the Department of Licenses and Inspections alleging that the property at issue is in violation of one or more provisions of the Philadelphia Code." (Ex. F, LT Compl. ¶ IV; Answer ¶ 41.)

40. On November 8, 2016, the Property had several open code violations. (Ex. C, L&I Case Nos. 468651, 560154, at 20-24, 31-38; Ex. J, Levy Dep. 95-99 (Examining Ex. P.)

41. The complaint averred that "the subject premises [was] fit for its intended purpose." (Ex. F, LT Compl. at IV; Ex. B, Answer ¶ 43.)

42. The Property remained designated unfit for human occupancy on the day Defendants filed the Landlord-Tenant Complaint against Plaintiffs. (Ex. B, Answer, ¶ 44; Ex. J, Levy Dep. 95-99 (Examining Ex. P); Ex. C, L&I Case No. 560154 at 31-38.)

43. On January 25, 2017, the Fair Housing Commission issued a final order that Ms. Martin and Ms. Sampson owed no rent to Ms. Irineo as a matter of law. (Ex. H, Fair Housing Commission Final Order; Ex. B, Answer, ¶ 54; Ex. J, Levy Dep. 114-117.)

44. Specifically, the Fair Housing Commission held that “no rent is due and owing from [Ms. Martin and Mr. Sampson] to [Ms. Irineo] until and unless a Certificate of Rental Suitability is provided.” (Ex. H, Fair Housing Commission Final Order, at p. 4.)

45. Irineo did not appeal the Fair Housing Commission’s final order within thirty days, making the Commission’s determination final. (Ex. B, Answer ¶ 55.)

46. Levy did not withdraw the eviction complaint against Ms. Martin and Mr. Sampson until March 2, 2017. (Ex. B, Answer ¶ 57.)

47. Prior to the March 2, 2017 hearing, Levy knew the case was not going to be successful. (Ex. J, Levy Dep. 108:7-118:2.)

Defendants’ Debt Collection Practices

48. Levy and LevyLaw, LLC are debt collectors under the Fair Debt Collection Practices Act. (Ex. J, Levy Dep. 7:23-8:1.)

49. Levy is in Philadelphia Municipal Court almost every day the court is open, often in both the morning and the afternoon sessions. (Ex. J, Levy Dep. 5:19-7:10.)

50. Levy “rarely” gets information directly from his client landlords before filing evictions. (Ex. J., Levy Dep. 30:17-24.)

51. Instead, his support staff interviews most clients and takes down what they believe to be the most relevant information, and files the evictions. (Ex. J, Levy Dep. 16:9-21, 20:22-24, 30:11-24, 56:1-24.)

52. Levy believes evictions are “not that hard. . . . [I]t’s a fairly standardized procedure, which the courts reduce to just data entry on a certain level.” (Ex. J, Levy Dep. 18:9-11.)

53. To manage and instruct his staff, Levy created a “Paralegal Training Guide.” (Ex. M.)

54. In his training guide, Levy instructs his staff that it is their responsibility to speak with clients without getting Levy involved. (Ex. M, Paralegal Training Guide 17)

55. Levy did not ask his clients in November of 2016 whether they had a License for the periods in which they were demanding back rent. (Ex. J, Levy Dep. 45:6-9.)

56. Levy did not ask his clients in November of 2016 for a Certificate of Rental Suitability. (Ex. J, Levy Dep. 45:10-16, 59:6-13.)

57. Levy knows that is illegal in Philadelphia for a landlord to collect rent without a License or a Certificate of Rental Suitability:

Q. Does a landlord need to do anything specific to be able to legally collect rent in Philadelphia?

A. Yes.

Q. What does a landlord need to do?

A. They need to have a license and they need to have a Certificate of Rental Suitability. And they need to have a -- they need to have given a Partners of Good Housing Handbook to the tenant.

(Ex. J, Levy Dep. 27:16-24; *see also id.* at 38:13-14; 39:20-40:8, 48:12-21.)

58. Levy “know[s] that it’s a violation to collect rent without [a license],” and that it is a violation of the law to collect rent without a Certificate of Rental Suitability: “the language [about collecting rent] is shall not[:]” “it’s prohibited.” (Ex. J, Levy Dep. 38:13-14, 40:2-8.)

59. Levy understands heat is one of “three essential things” a landlord must supply, and that the “[f]ailure to provide a tenant with one of these essential things could result in a

reduction of the judgment or winning the case for the tenant.” (Ex. M, Paralegal Training Guide, p. 12.)

Effect on Ms. Martin and Mr. Sampson

60. Ms. Martin and Mr. Sampson received the notice to vacate sent by Levy. (Ex. K, Martin Dep. 64:1-9; Ex. L, Sampson Dep. 30:5-8.)

61. Ms. Martin and Mr. Sampson received the eviction complaint filed by Levy. (Ex Q, Affidavits of Service.)

62. Ms. Martin and Mr. Sampson suffered damages as a result of Levy’s eviction attempt and its related debt collection activities, suffering stress, sleepless nights, and family tension. (Ex. K, Martin Dep. 134-140, 145-149; Ex. L, Sampson Dep. 41-45.)

Date: March 2, 2018

Respectfully submitted,

/s/ Cary L. Flitter

/s/ Daniel Urevick-Ackelsberg

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