

EXHIBIT D



City of Philadelphia
Department of
Licenses & Inspections
P.O. Box 53310
Philadelphia, Pa. 19105

DISPLAY PROMINENTLY
If required by law

ARGENTINA PEREZ IRINEO
6282 KINDRED ST
PHILADELPHIA, PA 19149
USA

3202 Housing Inspection
ARGENTINA PEREZ IRINEO
1916 CLARENCE ST Philadelphia, PA 19134-2017

Lead Paint Certification : No
Number of Units: 1

Lead Paint Certification Agreement: Yes
Owner Occupied: No

THIS LICENSE IS GRANTED TO THE PERSON AND LOCATION FOR THE PURPOSE STATED ABOVE.
IT IS SUBJECT TO IMMEDIATE CANCELLATION BY THIS DEPARTMENT FOR VIOLATIONS OF
CITY ORDINANCES AND REGULATIONS. INQUIRIES 311 (215-688-8686).

LICENSE CODE	LICENSE NO.	COMMERCIAL ACTIVITY LIC.	EXPIRATION DATE	EFFECTIVE DATE
3202	715482	715035	9/30/2017	10/1/2016

The Philadelphia Property Maintenance Code (Section PM-102.6.4) requires an owner offering residential property for rent to provide to the tenant, at the inception of each tenancy, a Certificate of Rental Suitability issued by the Department of Licenses and Inspections no more than sixty (60) days prior to the inception of the tenancy. Visit the Licenses, Permits & Certificates section at www.phila.gov to obtain this required Rental Suitability Certificate.

LICENSE

Interpreter services available. [خدمات الترجمة الشفهية متوفرة لدينا] [аргументация и перевод] [提供口译服务] [Services d'interprétation disponibles.] [통역이 제공됩니다.] [Se brindan servicios de interpretación.] [Có sẵn dịch vụ thông dịch.]

EXHIBIT E



LEVYLAW LLC

Bart Elliott Levy, Counselor at Law
1515 Market Street, Suite 950, Philadelphia, PA 19102

November 7, 2016

**Gerrell Martin & Curtis Sampson
And all Occupants
1916 Clarence Street
Philadelphia, PA 19134**

**Re: Lease:
1916 Clarence Street, Philadelphia, PA 19134**

Dear Ms./Mr. Martin & Sampson,

Please be advised that I represent the owner of the premises in which you currently reside. Your right to possession under the lease is in jeopardy due breaches in your lease. Your Landlord has decided to file suit in Landlord/Tenant court in the amount of your arrearage totaling in:

\$2,900 amount includes unpaid rent, late fees, legal fees, and any other expenses you are responsible for per your lease. Pursuant to the above, you must vacate the premises and deliver possession to the owner twenty (20) days from the date of this letter. In addition, you are responsible for the payment of any expenses my client may incur in connection with the attempted re-rental of this unit, including but not limited to rental commission, and any and all physical damage to the unit, which may have been caused during the period of your tenancy.

This is an attempt to collect a debt. Accordingly, any information obtained will be used for that purpose. Unless you notify this office within twenty (20) days after receiving this notice that dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within twenty (20) days from receiving this notice that the debt, or any portion thereof, is disputed, this office will obtain verification of the debt and mail it to you. This twenty (20) day right to dispute the validity of the debt does not mean we cannot file a Landlord & Tenant complaint or take another action against you within the twenty (20) day period. However, if you dispute the validity of the debt in writing within twenty (20) days, we will not proceed with such action until we send the verification to you.

Best regards,

Bart Levy, Esquire.

EXHIBIT F



PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
 Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

LANDLORD AND TENANT COMPLAINT

Date Filed: 11/08/2016

LT-16-11-08-3756

ARGENTINA PEREZ IRINEO
 1515 MARKET STREET SUITE 950
 PHILADELPHIA, PA 19102

GERRELL MARTIN, AKA/DBA: AND ALL OCCUPANTS
 1916 CLARENCE STREET
 PHILADELPHIA, PA 19134

CURTIS SAMPSON, AKA/DBA: AND ALL OCCUPANTS
 1916 CLARENCE STREET
 PHILADELPHIA, PA 19134

*Plaintiff(s)**Defendant(s)*

- I.** Plaintiff states that he/she/it owns the real property located at the following address: [1916 CLARENCE STREET, PHILADELPHIA, PA 19134](#). Plaintiff further states that there is a lease between him/her/it and the above-referenced defendant(s). The lease is [written, attached](#) and began on [06/01/2016](#) for the term of [a year or more](#). Additionally, plaintiff states that the lease is [residential](#).
- II.** Plaintiff states that he/she/it is [in compliance](#) with Section 102.1 of the Philadelphia Property Maintenance Code by having a valid housing inspection license at the time of filing. [A copy of the license is attached.](#)
- III.** Plaintiff states that he/she/it is [in compliance](#) with Section 102.8 of the Philadelphia Property Maintenance Code by having a business privilege license at the time of filing. [A copy of the license is attached.](#)
- IV.** Plaintiff states that the subject premises is [fit](#) for its intended purpose.
- Plaintiff states that he/she/it is [unaware](#) of any open notice issued by the Department of Licenses and Inspections ("Department") alleging that the property at issue is in violation of one or more provisions of the Philadelphia Code.
- V.** Plaintiff states that notice to vacate the subject premises by [11/27/2016](#) was given to the defendant on [11/07/2016](#). A copy of the notice is attached.
- VI.** The defendant is [in possession of the property and refuses to surrender possession of the property](#).
- VII.** Plaintiff demands [a judgment of possession](#) and a [money judgment](#) in the amount itemized below based on Non Payment of amounts due under the lease.

The amount of unpaid rent below and late fees alleged due.				Summarized alleged amounts due:	
Month	Year	Rent	Late Fee	Rent	\$2,250.00
Sep.	2016	\$750	\$50	Late Fees	\$150.00
Oct.	2016	\$750	\$50	Gas	\$0.00
Nov.	2016	\$750	\$50	Electric	\$0.00
				Water / Sewer	\$0.00
				Attorney's Fees	\$500.00
				Other	\$0.00
				Subtotal	\$2,900.00
				Court Costs	\$122.50
				Total	\$3,022.50

Filing Party: BART ELLIOTT LEVY 1515 MARKET STREET, SUITE 950, PHILADELPHIA, PA 19102		Phone Number: (267) 687-8000
I am an attorney for the plaintiff(s), the plaintiff's authorized representative or have a power of attorney for the plaintiff(s) in this landlord tenant action. I hereby verify that I am authorized to make this verification; that I have sufficient knowledge, information and belief to take this verification or have gained sufficient knowledge, information and belief from communications with the plaintiff or the persons listed below and that the facts set forth are true and correct to the best of my knowledge, information and belief. I understand that this verification is made subject to the penalties set forth in 18 Pa. C.S. § 4904, which concerns the making of unsworn falsifications to authorities. If I am an authorized representative or have a power of attorney, I have attached a completed Philadelphia Municipal Court authorized representative form or a completed power of attorney form. BART ELLIOTT LEVY _____ Signature Plaintiff/Attorney	SUMMONS TO THE DEFENDANT: You are hereby ordered to appear at a hearing scheduled as follows: LOCATION (SITO): 1339 Chestnut Street 6th Floor Philadelphia, PA 19107 Hearing Room: 3	CITATION: Al demandado por la presente, usted esta dirigido a presentarse a la siguiente: DATE (FECHA): December 7th, 2016 TIME (HORA): 08:45 AM
	NOTICE TO THE DEFENDANT: YOU HAVE BEEN SUED IN COURT. PLEASE SEE ATTACHED NOTICE.	



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

LANDLORD AND TENANT COMPLAINT

Date Filed: 11/08/2016

LT-16-11-08-3756

Complaint Continuation

ONGOING RENT IN THE AMOUNT OF [\\$750.00](#) FROM THE DATE OF THE FILING OF THIS COMPLAINT TO THE DATE OF THE HEARING ON THE MERITS IN THIS MATTER.

EXHIBIT G

----- Forwarded message -----

From: **Bart Levy** <bartlevyesq@gmail.com>

Date: Mon, Oct 24, 2016 at 3:37 PM

Subject: Fwd: Copy of payment receipt from LEVY LAW LLC

To: LUZ MERY INOA <luzmerynoa@hotmail.com>, Moreno Cache <more35auto@hotmail.com>

Dear Hector Martinez

Below is the sales receipt provided to you by LEVY LAW LLC

: **New Eviction: 1916 Clarence st.**

LEVY LAW LLC			Receipt
1515 MARKET ST. SUITE 950, PHILADELPHIA, PA 19102			
Transaction Type	Sale	Amount	\$250.00
Cardholder Name	Hector Martinez	Credit Card Number	██████████
Card Type	Visa		
Date & Time	10/24/2016 - 12:32 PDT	Authorization Code	██████████
Transaction ID	PK0064021330		

Thank you for your order,

LEVY LAW LLC

BARTLEVYESQ@COMCAST.NET

Please do not reply to this message as we are unable to respond to questions at this e-mail address.

EXHIBIT H

THE CITY OF PHILADELPHIA

Fair Housing Commission
Curtis Center Building
601 Walnut St, 3rd Floor, Suite 300
South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax # (215) 686-4684

David T. Rammler, Esquire
Chairperson
Rue Landau, Esquire
Executive Director

Gerrell Martin
1916 Clarence Street
Philadelphia, PA 19134
Tenant

vs.

Docket #: F16-10-2730

Irineo Argentina Perez
6282 Kindred Street
Philadelphia, PA 19149
Landlord

FINAL ORDER

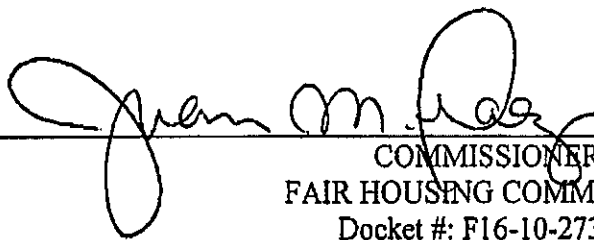
On January 25, 2017, the Fair Housing Commission heard the above cited matter; and, the following FINAL ORDER was issued, in accordance with the Philadelphia Fair Housing Ordinance, and §§ 9-801, 9-804, 9-805, and/or 9-806 of The Philadelphia Code:

1. On December 20, 2016, the Fair Housing Commission heard the above cited matter for the 1st time with the Tenant and her attorney present.
2. Evidence presented at the December 20, 2016 hearing is included in Paragraphs A through I below.
 - A. In 2014, the Tenant moved into the property located at 1916 Clarence Street, Philadelphia, PA 19134.
 - B. On February 20, 2014, the Department of Licenses and Inspections (L&I) issued a written report #420407 indicating open code violations such as: lack of smoke detectors and a carbon monoxide detector in the property; roof in disrepair; windows to be made weather tight throughout the property; loose electrical fixture in the front bedroom; defective electrical receptacles in the dining room and living room; and bathroom sink drain in disrepair.
 - C. On September 28, 2016, L&I issued a 2nd written report #468651 indicating open code violations such as: roof in disrepair; exterior door not weather tight; living room window in disrepair; and defective electrical cover plates in the kitchen.
 - D. The Tenant testified the Landlord started the repairs but did not finish them.

- E. The Tenant testified she informed the Landlord she contacted L&I about code violations in the property, after which the Landlord asked her to leave the property.
 - F. The Tenant testified the Landlord filed a Landlord Tenant complaint on November 8, 2016 after the Tenant filed a Fair Housing complaint.
 - G. The Tenant testified she last paid rent to the Landlord in August 2016 at \$750 per month.
 - H. The Tenant presented a withholding account statement with a balance of \$3151.76 representing rent withheld from September 2016 through December 2016.
 - I. The Tenant testified she was not provided with a Certificate of Rental Suitability or a copy of the Partners in Good Housing booklet.
- 3. Pursuant to § 9-3902 of The Philadelphia Property Maintenance Code, the Landlord must obtain a rental license. The Landlord shall not collect rent unless a valid rental license has been issued for the property.
 - 4. Pursuant to § 9-3903 of The Philadelphia Property Maintenance Code, the owner of any property for which a rental license is required shall, at the inception of each tenancy, provide to the tenant a Certificate of Rental Suitability and a copy of the "City of Philadelphia Partners for Good Housing Handbook."
 - 5. Pursuant to § 9-3901 of The Philadelphia Property Maintenance Code, any owner who fails to obtain a rental license as required by § 9-3902, or to comply with § 9-3903 regarding a Certificate of Rental Suitability, or whose rental license has been suspended, shall be denied the right to recover possession of the premises or to collect rent during or for the period of noncompliance or during or for the period of license suspension.
 - 6. Pursuant to § 9-804(1) of The Philadelphia Fair Housing Ordinance, whenever any premises are found in violation of any provision of The Philadelphia Code and a notice of violation has been issued by any department or agency of the City, it shall be unlawful for any owner, landlord, agent or other person operating or managing such premises to terminate the lease; and, make, alter amend or modify any term or condition of any existing lease or arrangement of tenancy at the time notice of violation is issued until the violation has been corrected.
 - 7. The Commission issued a Preliminary Order on December 20, 2016 that directed the following:
 - A. The Tenant shall continue to withhold the rent and bring an updated account statement to the next hearing.
 - B. The Landlord shall make the repairs, have L&I re-inspect the property, and obtain a Compliance Notice from L&I.

- C. The Landlord shall provide a copy of the rental license for the property to the Commission at the next hearing.
- D. The Landlord shall provide the Tenant with a Certificate of Rental Suitability pursuant to § 9-3903 of The Philadelphia Property Maintenance Code.
- E. Pursuant to § 9-3901 and § 9-3902 of The Philadelphia Code, the Landlord is denied the right to recover possession of the premises or to collect rent.
- F. Therefore, the Landlord's notice to vacate is ineffective and void due to the outstanding code violations and because the Tenant has not been provided with a Certificate of Rental Suitability.
- G. The Landlord shall provide the Tenant with a 24-hour notice before entering the property or sending service contractors to the property, except in case of emergencies.
- H. The Tenant must permit access and must make the property available once notice is received.
- I. A 2nd hearing shall be scheduled for this matter.
- J. The Commission shall subpoena the Landlord to attend the next hearing.
- K. There shall be no harassment or retaliation by either party.
- 8. Both parties are advised to attend the Jan. 20, 2017 Municipal Court hearing at 8:45 AM.
- 9. On January 25, 2017, the Fair Housing Commission heard the above cited matter for the 2nd time .
- 10. Present at the January 25, 2017 hearing were the Tenant and her attorney, Dan Urevick-Ackelsberg; as well as Carlos Declo, Agent, and his attorney, Nicole Vasconez.
- 11. Findings of fact and conclusions of law cited in the December 20, 2016 Order are incorporated herein as though fully set forth.
- 12. Evidence presented at the January 25, 2017 hearing is included in Paragraphs A through D below.
 - A. As of today, there are still open L&I code violations on the property.
 - B. Vasconez stated all violations were corrected and the L&I Inspector is scheduled to re-inspect on January 26, 2017.
 - C. Vasconez presented an electronic image of the rental license for the property with an effective date of October 1, 2016 and an expiration date of September 30, 2017.

- D. The Tenant testified she still has not been provided with a Certificate of Rental Suitability.
13. The Commission issued a Final Order on January 25, 2017 that directed the following:
- A. The Landlord shall provide to the Commission, and to the Tenant, a copy of a Compliance Notice from the Department of Licenses and Inspections (L&I) as soon as it is available.
 - B. The Landlord shall deliver to the Tenant, or Legal Representative, the Certificate of Rental Suitability for the property and a copy of the Partners in Good Housing handbook.
 - C. Although not required, the Commission advises the Landlord to obtain acknowledgement from the Tenant that she was provided with the Certificate of Rental Suitability.
 - D. No rent is due or owing from the Tenant to the Landlord until and unless a Certificate of Rental Suitability is provided after the Compliance Notice.
 - E. Upon the date of delivery of the Certificate of Rental Suitability to the Tenant, rent is due prorated from that date forward to the Landlord.
 - F. Daniel Urevick-Ackelsberg, Legal Representative for the Tenant, agreed to accept the Certificate of Rental Suitability on behalf of the Tenant and to notify the Tenant when to start paying rent.
 - G. The Landlord shall provide the Tenant with a 24-hour notice before entering the property or sending service contractors to the property, except in case of emergencies.
 - H. The Tenant must permit access and must make the property available once notice is received.
 - I. There shall be no harassment or retaliation by either party.
 - J. Both parties are advised to attend the March 2, 2017 Landlord- Tenant hearing at 8:45 AM unless Municipal Court is withdrawn by the Landlord.



COMMISSIONER
FAIR HOUSING COMMISSION
Docket #: F16-10-2730

2/7/17

If you wish to appeal the Final Order of the Philadelphia Fair Housing Commission you must do so in the Court of Common Pleas. You do this by filing a Notice of Appeal with the Prothonotary of the Court of Common Pleas, Room 280 City Hall. You have thirty (30) days in which to file an Appeal of the Commission's Order. If you are the Tenant you will be required to put any Escrow monies into an account with the Prothonotary. The amount must be enough to bring you current and up to date with what you would have normally paid in rent.

If you wish to appeal this order or are named as a party in an appeal, it is strongly recommended that you get a lawyer. All appeals are governed by the Rules of Civil Procedure of the Court of Common Pleas and strict compliance is required. **IF YOU FAIL TO COMPLY WITH THESE RULES, YOU CAN LOSE YOUR CASE.** If you do not have a lawyer or cannot afford one, you may call the Philadelphia Bar Association, Lawyer Referral & Information Service, at (215) 238-6333, Monday to Friday, 9A.M. to 5 P.M.

EXHIBIT I

KANE, PUGH, KNOELL, TROY & KRAMER LLP

BY: PAUL C. TROY, ESQUIRE

ATTORNEY I.D. NO. 60875

BY: ANTHONY R. COCCERINO, ESQUIRE

ATTORNEY I.D. NO. 314560

510 SWEDE STREET

NORRISTOWN, PA 19401

(610) 275-2000

Attorneys for Defendants

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GERRELL MARTIN and CURTIS SAMPSON	:	CIVIL ACTION
	:	
v.	:	NO.: 2:17-cv-01139-JHS
	:	
BART E. LEVY, ESQUIRE and	:	
LEVY LAW, LLC	:	

DEFENDANTS' ANSWERS AND OBJECTIONS
TO PLAINTIFFS' FIRST SET OF INTERROGATORIES

Defendants hereby answer and object to Plaintiffs' interrogatories as follows:

GENERAL OBJECTIONS

1. Defendants object to the propounded discovery requests to the extent that they seek documents or other information protected from discovery by the attorney-client privilege, the attorney work product doctrine, or other applicable privilege.
2. Defendants object to the propounded discovery requests to the extent that they attempt to expand and impose greater burdens than permitted or required by the Federal Rules of Civil Procedure.
3. Defendants object to the propounded discovery requests to the extent they seek the disclosure of documents or other information that are confidential, and which are not subject (or not yet subject) to an appropriate protective order entered into by the parties.
4. Defendants object to the propounded discovery requests to the extent that they seek information that is not relevant, and to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence.

5. Defendants object to the propounded discovery requests to the extent that they are designed to cause unreasonable burden, annoyance, expense or harassment to Defendants and/or were propounded for an improper purpose.

6. Defendants object to the propounded discovery requests because they are vague, ambiguous and/or overbroad.

7. Defendants reserve the right, but do not hereby assume the obligation, to alter, amend or supplement these responses and objections as may be appropriate or necessary, in accordance with the Federal Rules of Civil Procedure.

8. Defendants object to the propounded discovery requests to the extent that they require Defendants to seek information and/or documents in the possession of another party or to which Plaintiffs have equal access thereto.

9. Defendants object to the propounded discovery requests to the extent that they request information in the public domain that is equally available to all parties.

10. Defendants object to the propounded discovery requests to the extent that they are unreasonably cumulative or duplicative.

11. Defendants' responses are without waiver of Defendants' right to object to further discovery or to refuse to supplement these responses in the future.

12. Defendants reserve all objections that may be available to Defendants at any hearing or trial or upon any motion and to the use or admissibility of any answer and/or material produced.

13. The failure of Defendants to make a specific response to a particular discovery request does not and shall not be construed as an admission that Defendants have information, knowledge, or belief in response thereto.

14. Defendants' responses shall not be construed as an admission as to the existence, relevance, or admissibility of any document or to the truth of the contents thereof.

15. Defendants object to the propounded discovery requests to the extent that they seek the business records of the corporation, which are confidential and of a proprietary nature.

The foregoing General Objections will be deemed to be continuing throughout the responses that follow, whether or not expressly referred to therein. The stating of additional or other specific objections shall not constitute a waiver or limitation of any of the General Objections.

SPECIFIC ANSWERS AND OBJECTIONS:

1. Identify and attach a copy of each letter you sent from March 16, 2016, to the present, where you demanded from a tenant any unpaid rent, late fees, legal fees, or any other expenses

tenants were allegedly responsible for per their lease. See, e.g., Letter to Plaintiffs, Attached as Ex. B to Plaintiffs' Complaint.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

2. Identify and attach a copy of each letter you sent as described in Interrogatory One where no Certificate of Rental Suitability had been issued to the tenant of the property at the time the letter was sent.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

3. Identify each eviction action, by party name and docket number, you filed from March 16, 2016, to the present, where you demanded from a tenant any unpaid rent, late fees, legal fees, or any other expenses tenants were allegedly responsible for per their lease. See, e.g., Landlord-Tenant Complaint, Attached as Ex. B to Plaintiffs' Complaint.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

4. Identify each eviction action by party name and docket number, as described in Interrogatory Three, where no Certificate of Rental Suitability had been issued to the tenant of the property at the time the eviction was filed.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and

without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

5. Identify and attach a copy of each letter you sent from March 16, 2016, to the present, where you demanded from a tenant any "unpaid rent" for periods where no Certificate of Rental Suitability was issued to the tenant.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

6. Identify each eviction action, by party name and docket number, you filed from March 16, 2016, to the present, where you demanded unpaid rent for periods where no Certificate of Rental Suitability was issued to the tenant.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

7. Identify and attach a copy of each letter you sent from March 16, 2016, to the present, where you demanded from a tenant any "unpaid rent" for periods where there was no validly issued Philadelphia Housing Inspection License for the subject property.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

8. Identify each eviction action, by party name and docket number, you filed from March 16, 2016 to the present, where you demanded from a tenant any "unpaid rent" for periods where there was no validly issued Philadelphia Housing Inspection License for the property at issue.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Additionally, this Interrogatory seeks disclosure

of personal information of third parties to this action and who have not consented to their personal information being used for litigation purposes. Subject to and without waiving said objections, see Defendants' document production for documents related to Plaintiffs.

9. In your letter to Plaintiffs on November 7, 2016, and attached as Exhibit B to Plaintiffs' Complaint, you stated that "the amount of your arrearage total[ed] . . . \$2,900." Identify how you arrived at that figure.

ANSWER: Three months of rent at \$750.00 plus three months of late fees at \$50.00 plus \$500.00 in attorney's fees.

10. Identify all actions you took to ascertain whether, at the time of the eviction was filed against Plaintiffs on November 8, 2016, there were open notices issued by the Philadelphia Department of Licenses and Inspections alleging that the Property was in violation of one or more provisions of the Philadelphia Code.

ANSWER: Client was asked whether he was aware of any violations, and the client said "no."

11. Identify all actions you took to ascertain whether, at the time the eviction was filed against Plaintiffs on November 8, 2016, the Property was "fit for its intended purpose." See, e.g., Landlord Tenant Complaint, Attached as Ex. C to Plaintiffs' Complaint.

ANSWER: Client was asked whether the leasehold was fit for its intended purpose, and the client said "yes."

12. Identify all internal and external documents regarding your compliance or noncompliance with the Fair Debt Collection Practices Act.

ANSWER: Objection. This Interrogatory is vague, ambiguous, and/or overbroad. It also seeks documents or other information protected from discovery by the attorney-client privilege, the work product privilege, or other applicable privilege. The Interrogatory is also designed to seek disclosure of proprietary information. Subject to and without waiving said objections, Defendants do not believe they possess documents which are responsive to this Request.

13. Identify the date and nature of all documents about the Plaintiffs' tenancy in your possession prior to sending your demand letter dated November 7, 2016, and attached as Exhibit B to Plaintiffs' complaint.

ANSWER: Objection. This Interrogatory seeks information protected by the attorney work product doctrine. This Interrogatory also seeks information and/or documents in the possession of another party or to which Plaintiffs have equal access thereto. Subject to and without waiving said objections, see Defendants' document production.

14. In your Answer, you state that you "had the right to rely upon the representations of [your] clients in the prosecution of the underlying action." See Defs.' Answer 11. Identify and describe each representation that you relied upon in the prosecution of the underlying action that would in any way alleviate you of liability under the Fair Debt Collection Practices Act.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, to the best of Defendants' recollection, Defendants' Client was asked whether he was aware of any violations, and the client said "no." Client was asked whether the leasehold was fit for its intended purpose, and the client said "yes."

15. In your Answer you state that "[p]ursuant to 15 U.S.C. § 1692(k)(c), any alleged violation was unintentional, a bona fide error, and Defendants maintained procedures reasonably adapted to avoid any such error." See Defs.' Answer 13. Identify and describe all such procedures, including whether such procedures were followed with respect to the monies allegedly owed by Plaintiffs, and the subject of the eviction filed against Plaintiffs on November 8, 2016.

ANSWER: An interview regarding this eviction was held with the client. The client told Defendants that the Plaintiffs failed to pay rent. There was no reason to disbelieve the client and no proof of payment of rent was ever received from Plaintiffs.

16. In your Answer, you stated: "It is admitted only that the lawsuit was withdrawn on March 2, 2017. It is denied that the Landlord and Defendants took no action until March 2, 2017." See Defs.' Answer 8, ¶ 57. Identify and describe all actions you took related to Landlord-Tenant No. LT-16-11-08-3756 after the Fair Housing Commission issued its Final Order on January 25, 2017, and prior to March 2, 2017.

ANSWER: Plaintiffs' counsel spoke to Defendants before March 2, 2017. Based on this conversation, Defendants advised their client that at some point after the final order of the Fair Housing Commission, he might have to withdraw the complaint. Defendants' client ultimately gave Defendants authority to withdraw the case on March 2, 2017.

17. Identify the date and time you filed Landlord-Tenant No. LT-17-05-05-3976, including any email confirmations you received upon filing the action or timestamps of such filings.

ANSWER: May 5, 2017.

18. In a letter dated May 1, 2017, you sent a letter to Plaintiffs which stated:

This is an attempt to collect a debt. Accordingly, any information obtained will be used for that purpose. Unless you notify this office within thirty (30) days after receiving this notice that dispute the validity of the debt or any portion thereof, this office will assume the debt is valid. If you notify this office in writing within thirty (30) days from receiving this notice that the debt, or any portion thereof, is disputed,

this office will obtain verification of the debt and mail it to you. This thirty (30) day right to dispute the validity of the debt does not mean we cannot file a Landlord & Tenant complaint or take another action against you within the thirty (30) day period. However, if you dispute the validity of the debt in writing within thirty (30) days, we will not proceed with such action until we send the verification to you.

In response, Plaintiffs sent you a written letter disputing the validity of the debt. Identify all such actions that you took to validate the debt, and any documents created related to those actions.

ANSWER: After the letter was received, Defendants consulted with the client and advised him of possible affirmative defenses the tenants might bring and that, based on the findings of the Fair Housing Commission, the Landlord-Tenant Complaint might have to be withdrawn.

19. Identify and attach a copy of each retainer agreement you signed with any party relating to the eviction actions you filed against Plaintiffs, including Landlord-Tenant Nos. LT-16-11-08-3756 and LT-17-05-05-3976, filed in Philadelphia Municipal Court. For the purposes of this interrogatory, you may exclude any retainer agreement entered into with Kane, Pugh, Knoell, Troy & Kramer LLP.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. This Interrogatory also seeks confidential information protected by the attorney work product doctrine.

20. Identify the name and address of each liability insurer for the last three years that provide or potentially provide any coverage for this claim, along with the dates of coverage, type, policy number, reservation of rights, and retention for each.


ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving said objections, see Defendants' document production for coverage documents related to this action.

21. Identify and describe each claim made under each liability insurance policy for the last three years that provide or potentially provide any coverage for this claim in the last two years, including the date of the claim, claim number, the subject of the claim, the status of the claim, the resolution of the claim, and any amounts paid under each policy.

ANSWER: Objection. This Interrogatory is overly broad, unduly burdensome, and seeks information which is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Moreover, this Interrogatory is designed to cause unreasonable burden, annoyance, expense or harassment to Defendants and/or were propounded for an improper purpose. Subject to and without waiving said

objections, Defendants recall an incident involving Ronald and Ebony Sydnor in 2015. Defendants could not locate a docket for the matter, but recall a Writ being filed.

KANE, PUGH, KNOELL, TROY & KRAMER LLP

A handwritten signature in black ink, appearing to read 'P. C. Troy', written over a horizontal line.

BY: _____

PAUL C. TROY, ESQUIRE

Attorney for Defendants

Bart E. Levy, Esquire and Levy Law, LLC

Date: August 8, 2017

VERIFICATION

I, Bart E. Levy, Esquire, pursuant to 28 U.S.C. § 1746, declare under penalty of perjury that I am a Defendant in this matter and that the responses set forth in the foregoing Responses to Plaintiffs' First Set of Interrogatories are true and correct to the best of my knowledge, information and belief.



Bart E. Levy, Esquire

EXHIBIT J

1 IN THE UNITED STATES DISTRICT COURT
2 FOR THE EASTERN DISTRICT OF PENNSYLVANIA

 - - -

3 GERRELL MARTIN AND CURTIS :
4 SAMPSON :
 :
5 VS. :NO. 2:17-cv-01139-JHS
 :
6 LEVYLAW, LLC AND BART E. :
7 LEVY :
 :

 - - -

8 Wednesday, October 11, 2017

 - - -

9 Oral deposition of BART E. LEVY,
10 taken at 3031 Walton Road, Suite A330, Plymouth
11 Meeting, Pennsylvania 19462, beginning at 9:12
12 a.m., before Dana Marie Trego, Professional Court
13 Reporter.

14
15
16
17
18
19 VERITEXT LEGAL SOLUTIONS
 MID-ATLANTIC DIVISION
20 1801 Market Street, Suite 1800
 Philadelphia, Pennsylvania 19103

<p style="text-align: right;">Page 2</p> <p>1 APPEARANCES: 2 Public Interest Law Center of Philadelphia 3 1709 Benjamin Franklin Parkway 4 Philadelphia, PA 19103-1218 5 By: Dan Ackelsberg, Esquire 6 DAckelsberg@PUBintlaw.org 7 267-546-1316 8 Representing the Plaintiffs 9 10 Flitter & Milz, PC 11 450 N. Narberth Avenue 12 Suite 101 13 Narberth, PA 19072 14 By: Cary L. Flitter, Esquire 15 cflitter@consumerslaw.com 16 610-822-0782 17 Representing the Plaintiffs 18 19 Clemm and Associates 20 3031 Walton Road 21 Suite A330 22 Plymouth Meeting, PA 19462 23 By: Mark C Clemm, Esquire and Katie Clemm, Esquire 24 mclemm@clemmlaw.com 25 484-539-1300 26 Representing the Defendant 27 28 ALSO PRESENT: CORINNE NYCE</p>	<p style="text-align: right;">Page 4</p> <p>1 TRANSCRIPT INDEX 2 Stipulations 3 Page Line 4 7 23 5 6 Questions Marked 7 Page Line 8 None 9 10 11 12 Request for Documents 13 Page Line 14 143 5 15 16 Instruction to Witness Not to Answer 17 Page Line 18 112 16 19 20 21 22 23 24</p>
<p style="text-align: right;">Page 3</p> <p>1 INDEX 2 - - - 3 4 Testimony of: Bart E. Levy 5 By Mr. Ackelberg.5 6 7 - - - 8 EXHIBITS 9 - - - 10 EXHIBIT NUMBER DESCRIPTION PAGE MARKED 11 A LinkedIn Profile 23 12 B Website Printout 25 13 C Plan Philly Article 45 14 D General Affidavit for Municipal Court Rule #109 78 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 5</p> <p>1 - - - 2 MR. CLEMM: We will read and sign. 3 - - - 4 BART LEVY, after having been 5 duly sworn, was examined and 6 testified as follows: 7 - - - 8 EXAMINATION 9 - - - 10 BY MR. ACKELSBURG: 11 Q. Mr. Levy, how are you? 12 A. Very well. 13 Q. Let's start with some basics about your 14 practice, sir. How many evictions do you file per 15 year? 16 MR. CLEMM: You're talking about 17 eviction actions? 18 BY MR. ACKELSBURG: 19 Q. Yeah, how many eviction lawsuits do you 20 file per year? 21 A. It could be like 2, 3,000 per year. 22 Maybe that's high. 23 Q. How many days per week are you in 24 landlord tenant court pursuing evictions?</p>

BART E. LEVY

<p style="text-align: right;">Page 6</p> <p>1 A. Al -- every -- almost every day court's</p> <p>2 open. I rarely have a day when I'm not there.</p> <p>3 Q. And each day that you're in court, are</p> <p>4 you representing landlords?</p> <p>5 A. No.</p> <p>6 Q. Are there days -- how often are you --</p> <p>7 how often are you in court representing tenants?</p> <p>8 A. In the beginning of my practice, it was</p> <p>9 a hundred percent of my business. I think I've</p> <p>10 done -- I've represented 7 or 8,000 tenants. More</p> <p>11 and more landlords started to hire me later on.</p> <p>12 I've been licensed ten years. I've been</p> <p>13 practicing down there about eight.</p> <p>14 Q. So there -- just -- just so</p> <p>15 I understand, you're in landlord tenant court each</p> <p>16 day and sometimes you're representing tenants?</p> <p>17 A. Yes.</p> <p>18 Q. But are you representing landlords each</p> <p>19 day in landlord tenant court?</p> <p>20 A. Most days. Not every -- again,</p> <p>21 sometimes I have zero.</p> <p>22 Q. And am I right that landlord tenant</p> <p>23 court has two sessions per day?</p> <p>24 A. Yes, usually.</p>	<p style="text-align: right;">Page 8</p> <p>1 Collections Practices Act.</p> <p>2 MR. ACKELSBURG: Okay. There are</p> <p>3 other ways that -- that's fine. Happy to</p> <p>4 stipulate to that. There are other reasons</p> <p>5 under the statute that we can inquire for</p> <p>6 example whether violations are willful,</p> <p>7 things of that nature and so his practice is</p> <p>8 going to be relevant as we go through.</p> <p>9 MR. CLEMM: Well, the only issue is</p> <p>10 whether his action's willful in this case,</p> <p>11 not whether his actions were willful in other</p> <p>12 cases.</p> <p>13 MR. ACKELSBURG: Right, but one of</p> <p>14 the ways we'll look at that is -- I'll just</p> <p>15 keep asking questions.</p> <p>16 MR. CLEMM: Why don't you go</p> <p>17 ahead --</p> <p>18 MR. ACKELSBURG: You object --</p> <p>19 MR. CLEMM: Sure.</p> <p>20 MR. ACKELSBURG: You object as you</p> <p>21 can --</p> <p>22 MR. CLEMM: Right.</p> <p>23 MR. ACKELSBURG: -- you know, you</p> <p>24 can decide whether you're going to instruct</p>
<p style="text-align: right;">Page 7</p> <p>1 Q. And are you usually in landlord tenant</p> <p>2 court for each of those sessions?</p> <p>3 A. Yes. More than -- more often than not.</p> <p>4 Q. You estimated that you filed 2 to 3,000</p> <p>5 eviction actions last -- in the past year?</p> <p>6 A. Yes.</p> <p>7 Q. Okay. And just so the record is clear,</p> <p>8 those are -- because you're filing it, those are</p> <p>9 representing landlords; correct?</p> <p>10 A. Yes.</p> <p>11 Q. And each time that you file an eviction,</p> <p>12 have you previously sent a notice to vacate the</p> <p>13 property to the tenant?</p> <p>14 A. Yes.</p> <p>15 MR. CLEMM: Objection. What</p> <p>16 relevance does what he does in other cases</p> <p>17 have to do with what his -- what occurred in</p> <p>18 this case?</p> <p>19 MR. ACKELSBURG: It goes to</p> <p>20 whether, among other things, he's a debt</p> <p>21 collector under the Fair Debt Collection</p> <p>22 Practices Act.</p> <p>23 MR. CLEMM: We will stipulate that</p> <p>24 he is a debt collector under the Fair Debt</p>	<p style="text-align: right;">Page 9</p> <p>1 your client not to answer.</p> <p>2 MR. CLEMM: I am. That's correct.</p> <p>3 MR. ACKELSBURG: That's -- we'll</p> <p>4 just deal with that at the time.</p> <p>5 BY MR. ACKELSBURG:</p> <p>6 Q. So when you file evictions, do you</p> <p>7 precede them with a Notice to Vacate the property?</p> <p>8 MR. CLEMM: Objection.</p> <p>9 You can answer the question.</p> <p>10 THE WITNESS: Yes.</p> <p>11 BY MR. ACKELSBURG:</p> <p>12 Q. Those Notices to Vacate are sent to the</p> <p>13 tenants; correct?</p> <p>14 MR. CLEMM: And just so that I</p> <p>15 don't have to make an objection to every</p> <p>16 single question, I'm going to just put on the</p> <p>17 record a continuing objection to any</p> <p>18 questions relating to any landlord tenant</p> <p>19 cases other than the one at issue in this</p> <p>20 particular civil action.</p> <p>21 You can answer the question subject</p> <p>22 to that objection.</p> <p>23 THE WITNESS: Can you repeat it,</p> <p>24 please?</p>

BART E. LEVY

<p style="text-align: right;">Page 10</p> <p>1 BY MR. ACKELSBURG:</p> <p>2 Q. When you send those Notices to Vacate,</p> <p>3 you're sending them to the tenants; correct?</p> <p>4 A. Not always, but usually.</p> <p>5 Q. When you're sending them to someone</p> <p>6 other than the tenants, who are you sending them</p> <p>7 to?</p> <p>8 A. Sometimes it will be a parent guarantor</p> <p>9 that's responsible for the debt and sometimes it</p> <p>10 could be to somebody on the lease that no longer</p> <p>11 resides there like a couple or a spouse that's</p> <p>12 relocated.</p> <p>13 Q. Do those Notices to Vacate demand sums</p> <p>14 of money?</p> <p>15 A. Not always. Sometimes they can cite a</p> <p>16 breach that they've committed under the contract</p> <p>17 or they could actually cite the owner's desire to</p> <p>18 terminate the relationship. They might be</p> <p>19 completely current with their rent.</p> <p>20 Q. How often in your estimation do the</p> <p>21 Notices to Vacate demand some sum of money?</p> <p>22 A. Frequently. I mean, more often than</p> <p>23 not.</p> <p>24 Q. Do the sums of money -- strike that.</p>	<p style="text-align: right;">Page 12</p> <p>1 A. Late fees, property damage, bounced</p> <p>2 check fee. I'm sorry if I can't recall</p> <p>3 everything. There could be a dozen things that</p> <p>4 could be cited, a gas bill, a water bill, maybe</p> <p>5 electric bill.</p> <p>6 Q. Do you ask for court costs in that</p> <p>7 Notice to Vacate?</p> <p>8 A. No.</p> <p>9 Q. Why is that?</p> <p>10 A. It's not -- it's not done. That's not</p> <p>11 the way it's served up ultimately to the judge.</p> <p>12 It's without court costs. The court applies them.</p> <p>13 I don't know how we got in the tradition of that,</p> <p>14 but you never -- first of all, you're not always</p> <p>15 going to know court costs when you're drafting it.</p> <p>16 You don't know how often it's going to take to</p> <p>17 serve them. You don't know whether a city writ</p> <p>18 service is going to be used or a private server.</p> <p>19 Those are all a part of the costs of the thing --</p> <p>20 you don't always know it.</p> <p>21 And also the amount of the owed can</p> <p>22 accrue between the time you send a letter and file</p> <p>23 the Complaint, so the court might add money to the</p> <p>24 court costs for the dollar amount of the</p>
<p style="text-align: right;">Page 11</p> <p>1 When you demand sums of money from</p> <p>2 tenants, those sums include back rent; correct?</p> <p>3 A. Yes.</p> <p>4 Q. Do they include attorneys fees?</p> <p>5 A. If it's prescribed in the contract,</p> <p>6 yeah. Or I should say if it's alleged by the</p> <p>7 owner if the contract is lost. Very often they</p> <p>8 will come to us and say we had a standard</p> <p>9 Pennsylvania Association Realtors Lease, I can't</p> <p>10 find it. If they tell me that, I know the section</p> <p>11 of that lease that calls for attorneys fees and it</p> <p>12 has for several years.</p> <p>13 It's a -- not a frequent</p> <p>14 occurrence, but it happens, lawsuits with a lost</p> <p>15 lease, but if I don't have some basis, I don't ask</p> <p>16 for it.</p> <p>17 MR. FLITTER: Mr. Levy, can I ask</p> <p>18 you to keep your voice up. There's this</p> <p>19 motor running outside the window here. It's</p> <p>20 a little hard to hear.</p> <p>21 THE WITNESS: Okay.</p> <p>22 BY MR. ACKELSBURG:</p> <p>23 Q. What other charges can go into the --</p> <p>24 the sums demanded in a Notice to Vacate?</p>	<p style="text-align: right;">Page 13</p> <p>1 Complaint, so you don't know when you send the</p> <p>2 demand letter.</p> <p>3 Q. Do you have a general amount of</p> <p>4 attorneys fees that you put into that sum of</p> <p>5 money?</p> <p>6 A. No. That can vary as well.</p> <p>7 Q. How does that vary?</p> <p>8 A. Well, some people are really well</p> <p>9 organized and present data in a concise way, you</p> <p>10 know, by email you can have, like, all the</p> <p>11 exhibits you want. Other times it takes more</p> <p>12 time. It might be the first time they've ever</p> <p>13 done it.</p> <p>14 Q. And just so I understand, if I can</p> <p>15 interpret that, you're saying that sometimes your</p> <p>16 clients are just, for lack of a better term, more</p> <p>17 difficult. They're more time consuming?</p> <p>18 A. Sure.</p> <p>19 Q. And so because they're more time</p> <p>20 consuming, you charge them for more time?</p> <p>21 A. Yes.</p> <p>22 Q. And then you charge the tenant for that</p> <p>23 additional time?</p> <p>24 A. And all the other factors that go into</p>

BART E. LEVY

<p style="text-align: right;">Page 14</p> <p>1 what the traffic will bear in pricing your legal 2 services.</p> <p>3 Q. How do people -- how do potential 4 clients find you? Is it by the internet, by 5 phone? How are they getting to you?</p> <p>6 MR. CLEMM: Objection. Same 7 objection. That one is really vague and 8 overly broad, but you can answer the question 9 and I will restate the continuing objection 10 to any -- any information relating to cases 11 other than the case at issue in this 12 particular civil action.</p> <p>13 But you can answer the question.</p> <p>14 THE WITNESS: For the last -- up 15 until I'd say December of 2016. I was 16 sending out about a thousand tenant mailers a 17 week to anyone who is a defendant, but was 18 not also a client of mine on the court 19 calendar. So in other words, that's how I 20 got the word out about my tenant services.</p> <p>21 Landlords, pretty much the same 22 way. I mean, they're available -- their 23 addresses are available on the docket. You 24 can make a list of those landlords that</p>	<p style="text-align: right;">Page 16</p> <p>1 A. I'm in court, so I have a staff that 2 does intake mostly.</p> <p>3 Q. I should have asked this before, how 4 many people work at your firm?</p> <p>5 A. About half of them. Actually, 6 they're -- about -- there are two pretty-well 7 trained paralegals and I have a receptionist and 8 there's one other associate. They all work.</p> <p>9 Q. So who does the client intake?</p> <p>10 A. The paralegal if I'm not in the office 11 or the attorney. I mean, the receptionist can set 12 up an appointment and get certain basic 13 information.</p> <p>14 Q. Is there a standard intake form that you 15 use when you're talking to potential clients?</p> <p>16 A. There's a procedure, but I don't -- I 17 don't have a form. Most of this -- most of what, 18 I guess, they do is data entry to the municipal 19 court system in filing the Complaint. I've 20 trained them to ask obviously for the components, 21 the elements of the Complaint.</p> <p>22 Q. So you said there's a procedure. Can 23 you describe that procedure for me?</p> <p>24 A. Well, obviously the most important thing</p>
<p style="text-align: right;">Page 15</p> <p>1 aren't represented by counsel and send mail 2 to them.</p> <p>3 I used to be very aggressive about 4 it. I guess in marketing you could say the 5 tipping point would be reached about spring 6 or fall of last year and we were able to cut 7 back on our mail to tenant and eliminate -- 8 cut back on our mail to landlords and now I 9 guess you'd say word of mouth. We've got a 10 kind of website I guess you'd say that people 11 can find when they put my name in and a lot 12 of people just walk up and ask me for my card 13 in court.</p> <p>14 BY MR. ACKELSBURG:</p> <p>15 Q. A landlord will --</p> <p>16 A. Everybody.</p> <p>17 Q. A landlord or tenant will see you in 18 court and ask for your card to represent them?</p> <p>19 A. Right. I'm telling you it's the bow 20 tie. I'm not kidding.</p> <p>21 Q. When a potential client calls your 22 office, do you do a client interview? Does 23 someone else from your office do a client 24 interview? How does that work?</p>	<p style="text-align: right;">Page 17</p> <p>1 to determine when the phone rings is it a 2 present or prospective client, so that you have to 3 determine. Then you have to determine what it is 4 they're calling about and who is going to get it. 5 If it's anything other than a landlord tenant case 6 or a simple code enforcement or water case, the 7 attorney -- an attorney is going to have to 8 answer, therefore, it's going to have to be 9 scheduled.</p> <p>10 Also, if there are issues, let's 11 say, like, like, suppose it's a first time file or 12 tenant or landlord. I guess we have to define 13 whether it's landlords or tenants we're talking 14 to. If it's a first-timer, they may want to talk 15 to me first before they do anything else.</p> <p>16 But, I mean, yeah, they talk to 17 them, find out whether they -- whether there's a 18 landlord tenant relationship between the parties, 19 whether they have a license, whether what their 20 accounting systems are. I mean, again, for an 21 experienced client, a ledger is a familiar tool. 22 For a onesie, twosie, mom and pop operation, they 23 may never have kept, you know, an accounting 24 ledger. It may be, for all I know, just in their</p>

BART E. LEVY

<p style="text-align: right;">Page 18</p> <p>1 head. So there's -- and the fourth thing is, you</p> <p>2 know, why? Why do they think the tenant -- why do</p> <p>3 they think the tenant hasn't paid? What's going</p> <p>4 on? And obviously you want a copy of the lease.</p> <p>5 You want to determine where you are in the lease,</p> <p>6 you know, are you in the middle of the term as</p> <p>7 it's called. What does the client want? What do</p> <p>8 they seek ultimately?</p> <p>9 It's not that hard. I mean, it's a</p> <p>10 fairly standardized procedure, which the courts</p> <p>11 reduce to just data entry on a certain level.</p> <p>12 Q. And you just said four things, so I just</p> <p>13 want to make sure for the record that -- that I</p> <p>14 have these four things that you or your staff asks</p> <p>15 for when someone calls --</p> <p>16 A. Right.</p> <p>17 Q. -- about an eviction matter.</p> <p>18 A. Right.</p> <p>19 Q. A license?</p> <p>20 A. No, one is determining is this truly a</p> <p>21 landlord tenant relationship.</p> <p>22 Q. So the first, is this a landlord tenant</p> <p>23 relationship?</p> <p>24 A. Right.</p>	<p style="text-align: right;">Page 20</p> <p>1 to represent them. Obviously in this there's a</p> <p>2 conflicts check too that we do.</p> <p>3 Q. And you described other cases as there's</p> <p>4 certain other cases as, quote, cookie-cutter. So</p> <p>5 is it fair to describe, in your opinion, landlord</p> <p>6 tenant cases as cookie-cutter?</p> <p>7 A. I'd rather not use that term anymore.</p> <p>8 How about standardized by the court system.</p> <p>9 Q. Of the landlord tenant intake calls you</p> <p>10 get, what percentage do you actually talk directly</p> <p>11 to the client?</p> <p>12 A. When?</p> <p>13 Q. When you're getting this information you</p> <p>14 described. The license, is there a landlord</p> <p>15 tenant relationship, the ledger, all of that.</p> <p>16 A. Rarely.</p> <p>17 Q. How often is it the other attorney in</p> <p>18 your office doing that call?</p> <p>19 A. Rarely.</p> <p>20 Q. So in general, it's support staff doing</p> <p>21 client intake?</p> <p>22 A. Yes. Unless it's something out of the</p> <p>23 ordinary for some reason and it just can't be done</p> <p>24 by a standard efficient system process. Sorry if</p>
<p style="text-align: right;">Page 19</p> <p>1 Q. Two, is there a license?</p> <p>2 A. Sure.</p> <p>3 Q. Three a -- an accounting system or a</p> <p>4 ledger of some kind?</p> <p>5 A. Right.</p> <p>6 Q. And four what you described as the why?</p> <p>7 A. And the lease. Essentially, you know,</p> <p>8 that's where it gets really, you know, personal</p> <p>9 and detailed as to the people involved. You know,</p> <p>10 what's wrong with this relationship? What's wrong</p> <p>11 with this contract? Why are you here? That's</p> <p>12 pretty much it.</p> <p>13 Q. So when we talked about -- and correct</p> <p>14 me if I'm misstating you, when we talked about</p> <p>15 your -- your sort of internal process, you said</p> <p>16 something to the effect of anything other than a</p> <p>17 landlord tenant matter, an attorney has to do it</p> <p>18 and schedule it; is that right?</p> <p>19 A. There's a couple of other cookie-cutter</p> <p>20 type procedures that go on on the sixth floor of</p> <p>21 the municipal building. One is water cases, tax</p> <p>22 cases, building code cases, consumer debt cases.</p> <p>23 If it's a municipal matter, a paralegal is capable</p> <p>24 of doing the intake and essentially committing me</p>	<p style="text-align: right;">Page 21</p> <p>1 I'm mumbling.</p> <p>2 Q. When you're representing landlords, are</p> <p>3 you always representing property owner or are you</p> <p>4 sometimes representing a property manager?</p> <p>5 A. Both.</p> <p>6 Q. Sometimes you are representing both or</p> <p>7 is there times when you're only representing a</p> <p>8 property manager?</p> <p>9 A. What do you mean? As a named plaintiff</p> <p>10 on the Complaint?</p> <p>11 Q. Let's start there. Yeah, as a named</p> <p>12 plaintiff on the Complaint. Is a property manager</p> <p>13 ever the plaintiff?</p> <p>14 A. That's a fairly rare bird. You can, I</p> <p>15 think, get -- I can't recall a case where that</p> <p>16 is -- I know I've seen it where a person can get a</p> <p>17 housing inspection licensed and not walk in with</p> <p>18 the actual deed itself. I can't name a case. I</p> <p>19 can't think anything that happened recently, but</p> <p>20 it's possible. Like -- it's possible.</p> <p>21 Q. But generally the plaintiff on the</p> <p>22 landlord tenant cases is the property owner, his</p> <p>23 or herself?</p> <p>24 A. Yes.</p>

BART E. LEVY

Page 22	Page 24
<p>1 Q. Okay. So -- but you said both, so are</p> <p>2 there times when you have an attorney-client</p> <p>3 relationship with a property manager as well?</p> <p>4 A. Yes. We both work for the property</p> <p>5 owner in that case. Just because the property</p> <p>6 owner has an attorney doesn't mean the attorney</p> <p>7 collects the rent each month.</p> <p>8 MR. CLEMM: You don't have to</p> <p>9 volunteer stuff until he asks the question.</p> <p>10 THE WITNESS: Sorry.</p> <p>11 BY MR. ACKELSBURG:</p> <p>12 Q. If I call you with whether it's a</p> <p>13 cookie-cutter case or a standard case, standard</p> <p>14 landlord tenant case and I'm a landlord, how long</p> <p>15 does it take, as a general matter, from my phone</p> <p>16 call to the Notice to Vacate being sent?</p> <p>17 A. I don't know. I don't.</p> <p>18 Q. Three months?</p> <p>19 A. That would be a little long.</p> <p>20 Q. One month?</p> <p>21 A. Possibly, yeah.</p> <p>22 Q. When you take in client information, is</p> <p>23 that stored in paper files or electronically?</p> <p>24 A. Electronically.</p>	<p>1 A. I wrote it.</p> <p>2 Q. Is that --</p> <p>3 MR. CLEMM: Have you had a chance</p> <p>4 to review it?</p> <p>5 THE WITNESS: Sure.</p> <p>6 BY MR. ACKELSBURG:</p> <p>7 Q. What are we looking at? What is</p> <p>8 document -- the document marked A?</p> <p>9 A. This was something I typed for LinkedIn.</p> <p>10 Q. Is that your LinkedIn profile?</p> <p>11 A. I think so.</p> <p>12 Q. And just so you know, that's a PDF or</p> <p>13 some printout option of LinkedIn. I have a copy</p> <p>14 of the -- how it appears on the computer if you</p> <p>15 want to see that.</p> <p>16 Well, let me just -- let's just go</p> <p>17 through this. Is there anything in paragraph one</p> <p>18 that is inaccurate?</p> <p>19 A. I don't believe so.</p> <p>20 Q. Is there anything in paragraph 2 or 3</p> <p>21 that is inaccurate?</p> <p>22 A. I no longer have a Jersey licensed</p> <p>23 attorney working -- actually, I have -- the third</p> <p>24 attorney that works for me works with me through</p>
Page 23	Page 25
<p>1 - - -</p> <p>2 (Whereupon the document was</p> <p>3 marked, for identification</p> <p>4 purposes, as Exhibit Number A.)</p> <p>5 - - -</p> <p>6 BY MR. ACKELSBURG:</p> <p>7 Q. Take a look at what's marked as A and</p> <p>8 let me know when you're finished.</p> <p>9 MR. CLEMM: Do you have copies for</p> <p>10 me?</p> <p>11 MR. ACKELSBURG: I think I should I</p> <p>12 have another copy.</p> <p>13 MR. CLEMM: I think there's two</p> <p>14 here. Is one of these for me?</p> <p>15 MR. ACKELSBURG: Yes.</p> <p>16 MR. CLEMM: Thank you. And you're</p> <p>17 marking it A?</p> <p>18 MR. ACKELSBURG: Yeah.</p> <p>19 BY MR. ACKELSBURG:</p> <p>20 Q. There's multiple pages, just so you</p> <p>21 know.</p> <p>22 A. Yeah.</p> <p>23 Q. Just let me know when you've had a</p> <p>24 chance to look it over.</p>	<p>1 Robert Half. I think she is licensed in Jersey,</p> <p>2 but I don't do any business there anymore.</p> <p>3 Q. So you no longer have a New Jersey</p> <p>4 practice. Is there anything else in those</p> <p>5 paragraphs that is no longer accurate?</p> <p>6 A. No, it's still accurate.</p> <p>7 I'm sorry, it's still accurate.</p> <p>8 Q. We're finished with that.</p> <p>9 MR. ACKELSBURG: B, please.</p> <p>10 - - -</p> <p>11 (Whereupon the document was</p> <p>12 marked, for identification</p> <p>13 purposes, as Exhibit Number B.)</p> <p>14 - - -</p> <p>15 THE WITNESS: Yes. All right.</p> <p>16 BY MR. ACKELSBURG:</p> <p>17 Q. You've had a chance to look through</p> <p>18 what's been marked as Document B?</p> <p>19 A. Yeah.</p> <p>20 Q. And what is Document B?</p> <p>21 A. It looks like copies of pages from the</p> <p>22 website, our website.</p> <p>23 Q. So on the first page you see where it</p> <p>24 says property law-eviction-ejectment?</p>

7 (Pages 22 - 25)

BART E. LEVY

<p style="text-align: right;">Page 26</p> <p>1 A. Right.</p> <p>2 Q. Is that a category on your website?</p> <p>3 A. Yes.</p> <p>4 Q. And does this look like a printout of</p> <p>5 that category of that site, the property</p> <p>6 law-eviction-ejectment part of your website?</p> <p>7 A. I don't know what you omitted or what</p> <p>8 you included. I guess you tried to make a</p> <p>9 reasonable facsimile of it.</p> <p>10 Q. Is there anything -- let's start with</p> <p>11 the basics. On your website you do have a section</p> <p>12 that's headed property-law-eviction-ejectment;</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. Is there anything that you can identify</p> <p>16 today that is omitted from this document?</p> <p>17 A. I don't -- I don't know how to answer</p> <p>18 that.</p> <p>19 Q. Is there any information that you know</p> <p>20 of on your website under</p> <p>21 property-eviction-ejectment that is not in this</p> <p>22 document?</p> <p>23 A. I didn't write this website. I didn't</p> <p>24 write the document. And, again, I notice there's</p>	<p style="text-align: right;">Page 28</p> <p>1 Q. Anything else?</p> <p>2 A. The -- to collect rent, I guess he's got</p> <p>3 to have a contractual relationship with a tenant.</p> <p>4 I can't remember anything else.</p> <p>5 Q. And does a landlord need to do anything</p> <p>6 specific to be able to seek possession of property</p> <p>7 in an eviction filing in the City of Philadelphia?</p> <p>8 A. Yes.</p> <p>9 Q. And what is that?</p> <p>10 A. They have to have a license and comply</p> <p>11 with the license code.</p> <p>12 Q. Anything else?</p> <p>13 A. Well, the code encompasses a lot. I</p> <p>14 can't recite it from memory, but there's -- 102 is</p> <p>15 a long code. It's a long section.</p> <p>16 Q. When you say 102 is a long code, what</p> <p>17 are you referring to?</p> <p>18 A. The Section 102 of the property</p> <p>19 maintenance code on licensing.</p> <p>20 Q. And so Section 102 of the property</p> <p>21 maintenance code governs what a landlord must do</p> <p>22 to rent a property?</p> <p>23 A. Not entirely, but it talks about the</p> <p>24 license.</p>
<p style="text-align: right;">Page 27</p> <p>1 every kind of typographic error on it. It was a</p> <p>2 big sloppy job done by somebody I subcontracted</p> <p>3 with. I wouldn't trust the content of this</p> <p>4 website at all for any sort of basis for anything.</p> <p>5 The word tenant is misspelled. It's an</p> <p>6 advertising piece. It makes the phone ring.</p> <p>7 That's it.</p> <p>8 Q. Okay. But to my question, is there</p> <p>9 anything that you're aware of that's omitted? Is</p> <p>10 that you don't know?</p> <p>11 A. I couldn't answer that. I don't know</p> <p>12 what was included.</p> <p>13 Q. How long has this -- this been your</p> <p>14 website?</p> <p>15 A. Two years I think.</p> <p>16 Q. Does a landlord need to do anything</p> <p>17 specific to be able to legally collect rent in</p> <p>18 Philadelphia?</p> <p>19 A. Yes.</p> <p>20 Q. What does a landlord need to do?</p> <p>21 A. They need to have a license and they</p> <p>22 need to have a Certificate of Rental Suitability.</p> <p>23 And they need to have a -- they need to have given</p> <p>24 a Partners of Good Housing Handbook to the tenant.</p>	<p style="text-align: right;">Page 29</p> <p>1 Q. Okay. When you say it talks about the</p> <p>2 license, what does it say?</p> <p>3 A. I can't recite it from memory.</p> <p>4 Q. I don't need it verbatim, but what do</p> <p>5 you recall it says about the license requirement?</p> <p>6 MR. CLEMM: Other than what he's</p> <p>7 already testified to you mean?</p> <p>8 BY MR. ACKELSBERG:</p> <p>9 Q. No, just what do you recall the property</p> <p>10 maintenance code says about the license</p> <p>11 requirement?</p> <p>12 A. Well, I don't know how to answer you</p> <p>13 without citing, like, certain parts of it. You</p> <p>14 want to give me a copy of it and I'll read it into</p> <p>15 the record?</p> <p>16 Q. We -- we might do that, but does the --</p> <p>17 but let's just start with the basics. Does the</p> <p>18 code require the property to be in certain</p> <p>19 conditions?</p> <p>20 A. I don't remember.</p> <p>21 Q. The code requires a license; correct?</p> <p>22 You said that.</p> <p>23 A. For residential housing, yeah.</p> <p>24 Q. And you said the code set conditions for</p>

BART E. LEVY

<p style="text-align: right;">Page 30</p> <p>1 collecting rent in terms of the license -- you can</p> <p>2 strike that. It's very unclear.</p> <p>3 The license requirement in the</p> <p>4 code, am I right, also says that if a property is</p> <p>5 not licensed, a landlord may not seek possession?</p> <p>6 A. Show me what you're citing to.</p> <p>7 Q. I'm asking a question.</p> <p>8 A. I don't know then. I don't know whether</p> <p>9 your characterization or your recitation is</p> <p>10 accurate.</p> <p>11 Q. Well, you file 2 to 3,000 evictions last</p> <p>12 year; correct?</p> <p>13 A. Didn't we establish that my paralegals</p> <p>14 did?</p> <p>15 Q. I'm sorry. I guess I didn't</p> <p>16 quite understand that and that's my mistake.</p> <p>17 Let's back up. So the client calls</p> <p>18 and gives you information; correct?</p> <p>19 A. No. I said rarely do they give me</p> <p>20 information. They usually give it to my</p> <p>21 employees.</p> <p>22 Q. And then what do your employees do with</p> <p>23 that information?</p> <p>24 A. Process an eviction.</p>	<p style="text-align: right;">Page 32</p> <p>1 MR. CLEMM: And -- here, why don't</p> <p>2 you come with me?</p> <p>3 MR. FLITTER: Marc, at the risk of</p> <p>4 the obvious, the witness is under</p> <p>5 examination.</p> <p>6 MR. CLEMM: Yes, he is. And I'm</p> <p>7 also representing the witness.</p> <p>8 MR. FLITTER: Yes, I understand.</p> <p>9 There should be no conversation with the</p> <p>10 witness.</p> <p>11 - - -</p> <p>12 (Whereupon the deposition was</p> <p>13 recessed from 9:51 to 9:53 a.m.)</p> <p>14 - - -</p> <p>15 BY MR. ACKELSBERG:</p> <p>16 Q. Sir, you understand you're still under</p> <p>17 oath?</p> <p>18 A. I do.</p> <p>19 Q. And we just took a break, at that break</p> <p>20 did you speak to your attorney?</p> <p>21 A. That's privileged.</p> <p>22 MR. CLEMM: The question of whether</p> <p>23 you spoke to me or not is not privileged, so</p> <p>24 you can say yes or no.</p>
<p style="text-align: right;">Page 31</p> <p>1 Q. What do you mean by process an eviction?</p> <p>2 A. It's data entry and collection</p> <p>3 essentially of exhibits and a statement of claims.</p> <p>4 There also might be a demand letter written in</p> <p>5 advance of all of that. It's all part of the</p> <p>6 process.</p> <p>7 Q. Okay. So you said both a demand letter</p> <p>8 and data entry. So let's start with the demand</p> <p>9 letter.</p> <p>10 A. Right.</p> <p>11 Q. The demand letter is what I earlier</p> <p>12 referred -- earlier referred to as a Notice to</p> <p>13 Vacate; correct?</p> <p>14 A. I guess, yeah.</p> <p>15 Q. Do you review Notices to Vacate before</p> <p>16 they go out --</p> <p>17 A. Yes.</p> <p>18 Q. -- to tenants?</p> <p>19 A. Yes. Unless the owner sent them</p> <p>20 himself. Sometimes they'll come to me after they</p> <p>21 send the demand letter.</p> <p>22 MR. CLEMM: Okay. Let's take a</p> <p>23 break for a minute.</p> <p>24 THE WITNESS: Sorry.</p>	<p style="text-align: right;">Page 33</p> <p>1 THE WITNESS: Yes, we did.</p> <p>2 MR. ACKELSBERG: Could we read back</p> <p>3 the last question before the break?</p> <p>4 - - -</p> <p>5 (Whereupon the court reporter</p> <p>6 read back the pertinent testimony.)</p> <p>7 - - -</p> <p>8 BY MR. ACKELSBERG:</p> <p>9 Q. Can you describe for me your review</p> <p>10 process of the Notices to Vacate?</p> <p>11 A. Well, I read them. And where</p> <p>12 applicable, check them against the contract.</p> <p>13 Q. What do you mean?</p> <p>14 A. What do I mean by what?</p> <p>15 Q. Where applicable check them against the</p> <p>16 contract.</p> <p>17 A. Yes.</p> <p>18 Q. I don't understand what you mean.</p> <p>19 A. I'm sorry to hear that.</p> <p>20 Q. What's -- under what circumstances do</p> <p>21 you check Notices to Vacate -- do you cross check</p> <p>22 the contract and a Notice to Vacate?</p> <p>23 A. Almost every time. You know, unless --</p> <p>24 I'd say almost every time.</p>

BART E. LEVY

Page 34	Page 36
<p>1 Q. Why do you do that?</p> <p>2 A. Well, there are really three different</p> <p>3 types of Notices to Vacate. Ones that cite money.</p> <p>4 Actually, more than three. Ones that cite desire</p> <p>5 to terminate the relationship. And the third type</p> <p>6 would be notices that cite breaches in the</p> <p>7 contract.</p> <p>8 It could be all three of those and</p> <p>9 sometimes any combination of those. They have to</p> <p>10 be checked against the contract and against the</p> <p>11 plaintiff.</p> <p>12 Q. What are you checking for?</p> <p>13 A. Accuracy.</p> <p>14 Q. Anything else?</p> <p>15 A. No.</p> <p>16 Q. How do you determine accuracy?</p> <p>17 A. By double checking things with the owner</p> <p>18 where something doesn't make sense to me by</p> <p>19 checking against the contract.</p> <p>20 Q. What specific information are you</p> <p>21 checking?</p> <p>22 A. Usually the dollar totals that are</p> <p>23 alleged to be owed or whether, you know, a</p> <p>24 termination of term would be allowed.</p>	<p>1 A. Yes.</p> <p>2 Q. When you send Notices to Vacate, do you</p> <p>3 verify first that there is a property license at</p> <p>4 the property?</p> <p>5 A. Yes.</p> <p>6 Q. Why do you do that?</p> <p>7 A. For residential leases you won't be able</p> <p>8 to get a case without one. You won't be able to</p> <p>9 file.</p> <p>10 Q. Why is that?</p> <p>11 A. I don't know. That's the law.</p> <p>12 Q. The law is that you can't file an</p> <p>13 eviction if you don't have a property license?</p> <p>14 A. I guess the rule is more -- more</p> <p>15 accurate, but it just will not be -- the claim</p> <p>16 will be rejected by the court without a current</p> <p>17 valid license.</p> <p>18 Q. You don't know why that is?</p> <p>19 MR. CLEMM: You're asking for the</p> <p>20 legislative history as to why the City has</p> <p>21 enacted that? What is it that you're looking</p> <p>22 for?</p> <p>23 MR. ACKELSBERG: I'm asking --</p> <p>24</p>
Page 35	Page 37
<p>1 Q. How much time do you spend on a typical</p> <p>2 demand letter reviewing it? I'm sorry, how much</p> <p>3 time do you spend reviewing a typical demand</p> <p>4 letter?</p> <p>5 A. There's no way to answer that. It could</p> <p>6 be difficult to get a hold of the client. It</p> <p>7 could be -- if all I need to do is pull up the</p> <p>8 documents, it could take a minute or two. If</p> <p>9 there's something I don't have that I need to</p> <p>10 examine, it can take far longer. I don't know --</p> <p>11 I don't know there's a standard amount of time.</p> <p>12 Q. If you don't have a lease in your</p> <p>13 possession, how does that change your procedure?</p> <p>14 A. I'd have to rely on the allegations of</p> <p>15 my client, averments of my client.</p> <p>16 Q. Including how much money is owed?</p> <p>17 A. Yes.</p> <p>18 Q. The terms of the lease?</p> <p>19 A. In the absence of any writing?</p> <p>20 Q. If you don't have a lease.</p> <p>21 A. Yes, all the details would have to come</p> <p>22 from the plaintiff.</p> <p>23 Q. The plaintiff being the landlord and</p> <p>24 your client?</p>	<p>1 BY MR. ACKELSBERG:</p> <p>2 Q. Do you understand the question?</p> <p>3 A. No.</p> <p>4 Q. Do you understand what the legal basis</p> <p>5 is for the court rejecting Complaints where there</p> <p>6 is no license?</p> <p>7 A. You mean the basis for their authority?</p> <p>8 Q. Yes.</p> <p>9 A. I do. It's the constitution of the</p> <p>10 State of Pennsylvania.</p> <p>11 Q. Do you know, given your extensive</p> <p>12 landlord tenant practice, what substantive law the</p> <p>13 court is relying on in rejecting Complaints where</p> <p>14 there's no license?</p> <p>15 A. No.</p> <p>16 Q. Am I right that the Philadelphia code</p> <p>17 says no rent is owed for any time period in which</p> <p>18 there was not a valid property license?</p> <p>19 A. Let me see what you're citing and I'll</p> <p>20 check it.</p> <p>21 Q. That's --</p> <p>22 A. I don't know that that's an accurate</p> <p>23 characterization or recitation of the code.</p> <p>24 Q. Well, tell me what your understanding of</p>

BART E. LEVY

Page 38	Page 40
<p>1 the code is?</p> <p>2 A. You asked me that before. I told you I</p> <p>3 couldn't recite it either.</p> <p>4 Q. So -- so you don't know whether the code</p> <p>5 allows a landlord to collect rent when there is no</p> <p>6 property license?</p> <p>7 A. Is that your opinion?</p> <p>8 Q. I'm asking you a question.</p> <p>9 A. What's the question?</p> <p>10 Q. Do you know if the code requires a</p> <p>11 landlord to have a license to legally collect</p> <p>12 rent?</p> <p>13 A. I know that it's a violation to collect</p> <p>14 rent without one.</p> <p>15 Q. I'm going to ask this one more time.</p> <p>16 Given your extensive practice in</p> <p>17 landlord tenant court, does the code require a</p> <p>18 landlord to have a license to legally collect</p> <p>19 rent?</p> <p>20 A. The code, I think, says a landlord shall</p> <p>21 not and basically prescribed penalties if they do.</p> <p>22 Q. Does the code prohibit a landlord from</p> <p>23 taking possession of a property if they do not</p> <p>24 have a property license?</p>	<p>1 before a landlord may legally collect rent?</p> <p>2 A. I know that that -- it says shall not</p> <p>3 collect rent in the statute. I believe it's -- it</p> <p>4 is -- the language is shall not, which would</p> <p>5 suggest that, no, it's prohibited. But what the</p> <p>6 code does is it prescribes penalties for doing so.</p> <p>7 You can be cited and fined for breaking that as a</p> <p>8 landlord.</p> <p>9 Q. And just so the record is clear, when</p> <p>10 you say shall not, you mean the code says a</p> <p>11 landlord shall not collect rent?</p> <p>12 A. I don't know whether it says that.</p> <p>13 Q. Well, what do you mean by shall not?</p> <p>14 A. You're going to have to show me a copy</p> <p>15 at this point. I'm getting confused. I don't</p> <p>16 know why my opinion on the code means that much,</p> <p>17 but if we're going to debate it, I'm going to need</p> <p>18 the text of it.</p> <p>19 Q. Sitting there now, do you know whether</p> <p>20 the code prohibits a landlord from taking</p> <p>21 possession of a property prior to the issuance of</p> <p>22 a Certificate of Rental Suitability?</p> <p>23 A. I don't remember.</p> <p>24 Q. In your review process of demand letters</p>
Page 39	Page 41
<p>1 A. I'd have to reread it.</p> <p>2 Q. So you don't know?</p> <p>3 A. I -- maybe it's just I'm under pressure</p> <p>4 now. I just -- I can't recite it from memory.</p> <p>5 Q. Does the code require that the property</p> <p>6 have a Certificate of Rental Suitability before a</p> <p>7 landlord may be able to legally collect rent?</p> <p>8 A. On the face of the license it says that</p> <p>9 at the inception of each -- it suggests that at</p> <p>10 the inception of each tenancy, residential</p> <p>11 tenancy, that the owner shall issue to the</p> <p>12 license, shall issue a certificate.</p> <p>13 Q. So my question is what the code requires</p> <p>14 and if you know.</p> <p>15 A. I don't recall. Again, if you give me a</p> <p>16 copy of it, I can answer you accurately.</p> <p>17 Q. So you don't --</p> <p>18 A. Would that be a problem to give me a</p> <p>19 copy of it?</p> <p>20 Q. We might look at a copy of it at some</p> <p>21 point, but I'm just asking about your knowledge as</p> <p>22 you sit there. And just so the record is clear,</p> <p>23 so you don't know whether the code requires a</p> <p>24 Certificate of Rental Suitability to be issued</p>	<p>1 --</p> <p>2 A. Uh-huh.</p> <p>3 Q. -- do you review whether there is a</p> <p>4 license at the property?</p> <p>5 A. Yes.</p> <p>6 Q. Do you review whether there's a</p> <p>7 Certificate of Rental Suitability at the property?</p> <p>8 A. I ask.</p> <p>9 Q. What do you mean you ask?</p> <p>10 A. I ask the plaintiff for -- it's one of</p> <p>11 the documents we ask for.</p> <p>12 Q. And so if you're reviewing a demand</p> <p>13 letter --</p> <p>14 A. Right.</p> <p>15 Q. -- and you don't see a Certificate of</p> <p>16 Rental Suitability what do you do?</p> <p>17 A. I ask the landlord whether they have one</p> <p>18 or not.</p> <p>19 Q. And what do you do if the landlord says</p> <p>20 they don't?</p> <p>21 A. I help them obtain one. At least I show</p> <p>22 them where to go on the City's website.</p> <p>23 Q. Was that your procedure in November of</p> <p>24 2016?</p>

BART E. LEVY

Page 42	Page 44
<p>1 A. No.</p> <p>2 Q. Okay. What was -- what was the</p> <p>3 difference between November of 2016 and your</p> <p>4 current procedure?</p> <p>5 A. I felt completely comfortable and</p> <p>6 justified with relying purely on the</p> <p>7 representations of my client.</p> <p>8 Q. So my question is: How did your</p> <p>9 procedures differ in November of 2016 versus the</p> <p>10 procedures you just described?</p> <p>11 A. In November of 2016, I would say that --</p> <p>12 how did it differ?</p> <p>13 Essentially, like I said, I relied</p> <p>14 on the representations of the owner and as long as</p> <p>15 you had a current housing inspection license and</p> <p>16 represented that the place was licensed when you</p> <p>17 filed the case or for the months we're asking for</p> <p>18 that was all that was required.</p> <p>19 Q. So you asked whether the property was</p> <p>20 licensed, but didn't necessarily look for a</p> <p>21 license? Am I -- am I characterizing that</p> <p>22 correctly?</p> <p>23 A. Yeah.</p> <p>24 Q. And the landlord had to represent to you</p>	<p>1 Q. You also asked whether there was a valid</p> <p>2 license for the periods in which you were</p> <p>3 demanding back rent; correct?</p> <p>4 A. Right.</p> <p>5 Q. So those are two separate questions;</p> <p>6 correct? I mean, there's do you have a valid</p> <p>7 license now?</p> <p>8 A. Right.</p> <p>9 Q. And then did you have -- do you have a</p> <p>10 valid license for the periods when you're</p> <p>11 demanding back rent; right?</p> <p>12 A. Right. Now we ask for both.</p> <p>13 Q. Now you ask for both?</p> <p>14 A. I critically ask for both. I would</p> <p>15 basically say I'm not going to ask for this unless</p> <p>16 you show it to me.</p> <p>17 Q. Did you ask for both in November of</p> <p>18 2016?</p> <p>19 A. No.</p> <p>20 Q. Okay. So --</p> <p>21 A. I asked whether he had it, but I didn't</p> <p>22 ask for proof.</p> <p>23 Q. Did you -- when you say you asked</p> <p>24 whether he had it --</p>
Page 43	Page 45
<p>1 that there was a license during the periods that</p> <p>2 you were demanding back rent?</p> <p>3 A. Yes.</p> <p>4 Q. And why did you need the landlord to</p> <p>5 affirm for you that there was a property license</p> <p>6 during the periods that you were demanding back</p> <p>7 rent?</p> <p>8 A. The court only demands a current</p> <p>9 license. It's completely up to the landlord</p> <p>10 whether they want to supply a past license. Very</p> <p>11 often they're lost or discarded or they're just</p> <p>12 not available. That's the only reason why you</p> <p>13 have to take the plaintiff's word for it.</p> <p>14 Q. I'm sorry if I'm not following. You</p> <p>15 said that you look for a license; correct? You</p> <p>16 asked for a license; correct?</p> <p>17 A. When?</p> <p>18 MR. CLEMM: Objection.</p> <p>19 BY MR. ACKELSBURG:</p> <p>20 Q. Let's go to November of 2016. You asked</p> <p>21 your client whether their -- you generally asked</p> <p>22 your client whether there was a valid license;</p> <p>23 correct?</p> <p>24 A. Right.</p>	<p>1 A. Yes.</p> <p>2 Q. -- I just want to make sure the record</p> <p>3 is clear. You asked whether he currently had a</p> <p>4 license; correct?</p> <p>5 A. Right.</p> <p>6 Q. Did you also ask your clients in</p> <p>7 November of 2016 whether they had a license for</p> <p>8 the periods in which you were demanding back rent?</p> <p>9 A. No.</p> <p>10 Q. In November of 2016, did you ask your</p> <p>11 clients for a Certificate of Rental Suitability?</p> <p>12 A. No.</p> <p>13 Q. Did you ask whether there had been a</p> <p>14 Certificate of Rental Suitability issued to the</p> <p>15 tenant?</p> <p>16 A. I don't remember.</p> <p>17 MR. ACKELSBURG: Can you mark this</p> <p>18 as C, please? I don't have an extra copy of</p> <p>19 this. Sorry.</p> <p>20 - - -</p> <p>21 (Whereupon the document was</p> <p>22 marked, for identification</p> <p>23 purposes, as Exhibit Number C.)</p> <p>24 - - -</p>

BART E. LEVY

<p style="text-align: right;">Page 46</p> <p>1 MR. FLITTER: Can we go off one</p> <p>2 minute?</p> <p>3 - - -</p> <p>4 (Whereupon a discussion was</p> <p>5 held off the record.)</p> <p>6 - - -</p> <p>7 BY MR. ACKELSBURG:</p> <p>8 Q. Mr. Levy, have you had a chance to look</p> <p>9 at what's been marked Document C?</p> <p>10 A. Yes.</p> <p>11 Q. Could you turn to the second page,</p> <p>12 please?</p> <p>13 A. Sure. Right.</p> <p>14 Q. Do you see the paragraph about halfway</p> <p>15 down that says -- that starts with Levy notes?</p> <p>16 A. Levy notes? Where does it say Levy</p> <p>17 notes? Oh, right.</p> <p>18 Q. Levy notes that the lack of Rental</p> <p>19 Suitability Certificate is a bar to collecting</p> <p>20 rent, but he claims it isn't a, quote, threshold</p> <p>21 issue, unquote, meaning he thinks it isn't</p> <p>22 required to file a lawsuit, that's why he doesn't</p> <p>23 ask for it in advance of filing suit.</p> <p>24 Is that paragraph accurate?</p>	<p style="text-align: right;">Page 48</p> <p>1 year; correct?</p> <p>2 A. If you say so, yeah. I think I said</p> <p>3 that.</p> <p>4 Q. And you don't know why the lack of a</p> <p>5 Rental Suitability Certificate is an impediment to</p> <p>6 collecting rent?</p> <p>7 A. A portion of the judges won't grant it.</p> <p>8 Q. Why?</p> <p>9 A. It's -- again, it's a contested issue.</p> <p>10 Q. That is not my question.</p> <p>11 A. Okay.</p> <p>12 Q. Why is it an impediment to collecting</p> <p>13 rent? What law are judges relying upon?</p> <p>14 A. The property maintenance code, when they</p> <p>15 deny rent for lack of a certificate.</p> <p>16 Q. And you were aware that it was an</p> <p>17 impediment in March of 2017; correct?</p> <p>18 A. Yes.</p> <p>19 Q. Were you aware it was an impediment in</p> <p>20 November of 2016?</p> <p>21 A. Yes.</p> <p>22 Q. And what did you mean by it isn't a</p> <p>23 threshold issue?</p> <p>24 A. The judges regularly award -- make</p>
<p style="text-align: right;">Page 47</p> <p>1 A. I said the words a threshold issue,</p> <p>2 yeah. But I don't know -- I don't know that it's</p> <p>3 a quote. I mean, I agree with the principles in</p> <p>4 it.</p> <p>5 Q. This is a news article from Plan Philly;</p> <p>6 correct?</p> <p>7 A. If -- I suppose, yeah.</p> <p>8 Q. Do you recall telling a reporter that</p> <p>9 the lack of a Rental Suitability Certificate is a</p> <p>10 bar to collecting rent?</p> <p>11 A. No.</p> <p>12 Q. Is it an accurate statement of your</p> <p>13 opinion in March of 2017 when this article was</p> <p>14 published?</p> <p>15 A. It's certainly an impediment if not a</p> <p>16 bar.</p> <p>17 Q. Can you explain that, please?</p> <p>18 A. No.</p> <p>19 Q. What do you mean by impediment?</p> <p>20 A. A finder of fact could actually deny a</p> <p>21 landlord rent if they don't have it.</p> <p>22 Q. Why?</p> <p>23 A. I don't know. They have discretion.</p> <p>24 Q. You filed 2 to 3,000 evictions last</p>	<p style="text-align: right;">Page 49</p> <p>1 awards of rent where there is no license and there</p> <p>2 is no Certificate of Rental Suitability.</p> <p>3 Q. Don't you need a license to even file an</p> <p>4 eviction to begin with?</p> <p>5 A. Yes, a current license.</p> <p>6 Q. And that's why you didn't ask for a</p> <p>7 certificate in advance of filing an eviction</p> <p>8 lawsuit?</p> <p>9 A. That's what you believe? Is that what</p> <p>10 you believe? What's your question?</p> <p>11 Q. Is that why you didn't ask for a</p> <p>12 certificate in advance of filing eviction</p> <p>13 lawsuits?</p> <p>14 A. You're assuming I didn't ask for one.</p> <p>15 MR. CLEMM: See, the problem here</p> <p>16 is -- I'm going to object. The problem here</p> <p>17 is he thinks you're talking about this case.</p> <p>18 You may be talking about 30 other cases that</p> <p>19 have nothing to do with this case, so there's</p> <p>20 clearly a misunderstanding as to what exactly</p> <p>21 your question is about whether it's this case</p> <p>22 or in general.</p> <p>23 BY MR. ACKELSBURG:</p> <p>24 Q. Let's start with the general. The</p>

BART E. LEVY

Page 50	Page 52
<p>1 article, the paragraph that we reviewed says, 2 that's why he doesn't ask for it in advance of 3 filing -- 4 A. It's a complete misquote. 5 MR. CLEMM: You have to wait until 6 he finishes his question before you answer so 7 the court reporter can take it all down. 8 BY MR. ACKELSBURG: 9 Q. Quote, that's why he doesn't ask for it 10 in advance of filing suit. 11 A. That's not a quote. That's an editorial 12 opinion. He used the word he rather than I. 13 Q. That's not my question. 14 A. What is your question? 15 Q. Is that accurate at the time of this 16 article? 17 A. I don't think so. 18 Q. So at the time this article was 19 published -- 20 A. Right. 21 Q. -- you asked for Certificates of Rental 22 Suitability prior to filing suit? 23 A. Sure. 24 Q. And if you didn't have them, would you</p>	<p>1 built before 1978 or not? 2 A. Most property in Philadelphia is, but 3 unless -- that I have to ask the client. There's 4 ways of going online and verifying it through 5 Zillow. I have a program which can replicate 6 outstanding deeds. It's expensive if you want to 7 check it, I'll put it to you that way, but it can 8 be done, but usually it's pretty obvious the house 9 was built before 1978. 10 Q. Is that the same procedure you used in 11 November of 2016? 12 A. No. 13 Q. What did you do differently in November 14 of 2016? 15 A. Well, I would have to say that we just 16 weren't aware of it until, I guess, there were 17 articles that came out about City Council actions 18 to enforce it, but I just honestly have never 19 heard it mentioned by a judge or in court before 20 really about a year ago. It never -- it just 21 wasn't a factor back then. Obviously, we take 22 more critical view to things now, but it just 23 wasn't emphasized the same way. 24 Q. When you're reviewing those Notices to</p>
Page 51	Page 53
<p>1 still file suit? 2 A. Yes. 3 Q. Why? 4 A. Because there's an excellent chance the 5 judge would award rent nevertheless and the 6 landlord was entitled, you know, to apply -- to 7 plead for it based on the fact that the court only 8 required a current Housing Inspection License. 9 Q. When you're reviewing those demand 10 letters that we discussed, do you look for 11 compliance with the Lead Disclosure Law? 12 A. Are you talking about prior to November 13 or currently? 14 Q. Let's start currently. When you are 15 reviewing Notices to Vacate, do you look for 16 compliance with Philadelphia's Lead Disclosure 17 Law? 18 A. That depends on whether the property was 19 built before or after 1978 and whether there are 20 children age 6 or younger indicated in the lease. 21 Q. Do you look at the lease for the 22 presence of children 6 or under? 23 A. Sure. 24 Q. Do you check whether the property is</p>	<p>1 Vacate, do you look for violations issued by the 2 Department of License and Inspections at the 3 property? 4 A. Usually, yes, but I'd say prior to 5 November we relied on the representation of the 6 client, the plaintiff. 7 Q. How do you check whether there are 8 violations? 9 A. The website Phila.gov/LI. 10 Q. And what does that let you do? 11 A. That is a directory of city -- property 12 in the City of Philadelphia. 13 Q. And am I right that you put an address 14 in and it gives you every violation of the 15 property? 16 A. You're wrong. It can't give you 17 everything of anything. It's not entirely 18 reliable, but it's close. Very often it's 19 backdated. Very often it's unreliable, very often 20 it will show nothing where there's something and 21 very often it will be down. 22 Q. You go to Phila.gov/LI and type in an 23 address into a search bar? 24 A. Right.</p>

BART E. LEVY

Page 54	Page 56
<p>1 Q. And that's where you yourself determine 2 whether there are L&I violations? 3 A. Yes. 4 Q. You didn't do that in November of 2016? 5 A. I would ask the client whether they 6 received any notices from L&I. 7 Q. So you -- in November of 2016, you 8 didn't go to Phila.gov and type in the address 9 yourself? 10 A. Sometimes I did, but not every time. 11 Q. Under what circumstances would you go 12 check yourself? 13 A. When? Then or now? 14 Q. In November of 2016? 15 A. Well, first of all, if they couldn't get 16 a Certificate of Rental Suitability there had to 17 be a reason. And generally if they couldn't get 18 one, there would be violations blocking it or it 19 could have been any reason. It might not have 20 shown that the license was renewed and yet you 21 might have a copy of it in your very hand. 22 Q. What does violations blocking it mean? 23 A. I think that under certain circumstances 24 some violations will restrict your ability to get</p>	<p>1 A. Yeah. 2 Q. What information do you input there? 3 A. We -- you basically attach PDFs, 4 whether -- the PDF of the lease, the PDF of the 5 license, PDF of the certificate. There could be 6 any number of other exhibits that the plaintiff 7 might want on the Complaint. The lease, the 8 demand letter is generally uploaded. You have to 9 type in the addresses, you have to type in the 10 months of the corresponding rent that may be owed. 11 Q. And who does that from your office? 12 A. Everyone. I do it, pretty much everyone 13 is trained to do it. 14 Q. How often do you do it? 15 A. I do it. Do you mean actually enter the 16 data myself? 17 Q. Yes. 18 A. Well, the answer is rarely just as I 19 answered earlier. However there's a point at 20 which, you know, I get involved in reviewing the 21 data either -- it depends. Either when the 22 Complaint is finished or when the Comp -- I should 23 say and ready to serve up, I see the data. It 24 depends. Or I actually might be the one entering</p>
Page 55	Page 57
<p>1 a certificate. And sometimes a certificate can be 2 issued with the violations attached to it. A good 3 certificate, but it notes certain, I guess, 4 minor -- what could be considered minor 5 violations. 6 Q. Describe for me the process in filing a 7 landlord tenant complaint in municipal court. 8 What do you do? 9 A. The website -- 10 Q. Sorry. Let me rephrase that. 11 What is your process currently for 12 filing a landlord tenant complaint? 13 A. There's the interview with the client 14 and then there's data entry, some research. And, 15 you know, some -- possibly some correspondence 16 with the defendant. 17 Q. What do you mean by data entry? 18 A. FJDclaims.phila.gov is the City's 19 website for municipal court. And you don't want 20 me to describe every key stroke, right? Because I 21 can't. 22 Q. You file the eviction at FJD -- 23 A. Claims. 24 Q. -- claims.phila.gov?</p>	<p>1 it myself if it's like a Saturday or something. 2 Q. In the last year, how many times had you 3 yourself enter the data? 4 A. Maybe at most once or twice a week. 5 Q. And when you're not entering the data, 6 what is your review process of the Complaint like? 7 A. All right. I have basically a work 8 follow log that we keep and that's part of our -- 9 just our internal records. And on the work follow 10 log it shows whether we have the presence of 11 whatever documents we have. It's essentially a 12 reflection of what we put on the Complaint, but in 13 Excel form. And that's how you get to see all the 14 aspects of it and that's how we kept records of 15 whether we've done the Complaint, what stage we're 16 at at it. 17 Q. Does the work flow log indicate whether 18 a property has a license? 19 A. I don't think so, no. 20 Q. Does it indicate whether it has a 21 Certificate of Rental Suitability? 22 A. I don't know. I don't recall. I 23 don't -- there's no column for it, no. 24 Q. And is the work flow log, as you're</p>

BART E. LEVY

Page 58	Page 60
<p>1 describing it today, the same as it was in</p> <p>2 November of 2016?</p> <p>3 A. Yes. There might be notes on it that</p> <p>4 says we have the -- that we don't have or we have</p> <p>5 it, I don't recall.</p> <p>6 Q. Before you file a Complaint, do you</p> <p>7 ensure today that there's a Certificate of Rental</p> <p>8 Suitability?</p> <p>9 A. No, and it depends on why we're filing</p> <p>10 the Complaint.</p> <p>11 Q. Under what circumstances do you file a</p> <p>12 Complaint without a Certificate of Rental</p> <p>13 Suitability?</p> <p>14 A. The courts will award possession in</p> <p>15 municipal court without a Certificate of Rental</p> <p>16 Suitability for termination of term if the judge</p> <p>17 can be convinced that the relationship really</p> <p>18 ought to end or it can end -- possession can be</p> <p>19 given for a breach.</p> <p>20 For instance, what if the place has</p> <p>21 violations and the tenant won't allow us in to</p> <p>22 correct them. We'd have no choice but to file a</p> <p>23 breach. And so you could gain possession without</p> <p>24 a Certificate of Rental Suitability for that.</p>	<p>1 A. I believe so. I believe there's a</p> <p>2 statement on the face of the Complaint.</p> <p>3 Q. Which says what?</p> <p>4 A. That it is fit for its intended purpose.</p> <p>5 I think it's an averment you have to make or you</p> <p>6 automatically make.</p> <p>7 Q. What does that averment mean?</p> <p>8 A. That it's fit for its intended purpose.</p> <p>9 Q. And what does that mean?</p> <p>10 A. To me?</p> <p>11 Q. You're signing these Complaints;</p> <p>12 correct?</p> <p>13 A. Right.</p> <p>14 Q. Okay. So I'm asking you what that</p> <p>15 statement means when you make it.</p> <p>16 A. It means can someone dwell in there.</p> <p>17 That's its intended purpose.</p> <p>18 Q. How do you determine whether someone can</p> <p>19 dwell in there?</p> <p>20 A. Representation of my client and the fact</p> <p>21 there's someone dwelling there.</p> <p>22 Q. So the fact that there's someone in the</p> <p>23 property means it's fit for its intended purpose?</p> <p>24 A. It's fit to dwell in.</p>
Page 59	Page 61
<p>1 Q. Under what circumstances do you require</p> <p>2 a Certificate of Rental Suitability before you</p> <p>3 file a Complaint today?</p> <p>4 A. If anyone is asking for a dollar of</p> <p>5 rent.</p> <p>6 Q. Is that the same as it was in November</p> <p>7 of 2016?</p> <p>8 A. No.</p> <p>9 Q. What was the procedure in November of</p> <p>10 2016?</p> <p>11 A. We would simply ask for a current</p> <p>12 Housing Inspection License and we rely, you know,</p> <p>13 that there was one in the past.</p> <p>14 Q. One in the past meaning what?</p> <p>15 A. For any months that we're asking for</p> <p>16 rent.</p> <p>17 Q. Are you talking about a license or a</p> <p>18 certificate?</p> <p>19 A. License.</p> <p>20 Q. You didn't require a certificate;</p> <p>21 correct?</p> <p>22 A. No.</p> <p>23 Q. Does municipal court ask you whether a</p> <p>24 property is fit for its intended purpose?</p>	<p>1 Q. In the last year, have you ever filed a</p> <p>2 Complaint which said the property was not fit for</p> <p>3 its intended purpose?</p> <p>4 A. I don't recall.</p> <p>5 Q. Have you ever filed a com -- landlord</p> <p>6 tenant Complaint where you said the property is</p> <p>7 not fit for its intended purpose?</p> <p>8 A. I don't recall.</p> <p>9 Q. In the last year, how often have you</p> <p>10 noted the presence of L&I violations in an</p> <p>11 eviction Complaint?</p> <p>12 A. Frequently, but I can't give you a</p> <p>13 number.</p> <p>14 Q. So how do you make sure that the</p> <p>15 information being entered into the Complaint is</p> <p>16 accurate?</p> <p>17 A. When? Then or now?</p> <p>18 Q. Currently.</p> <p>19 A. A lot of it still has to be -- I still</p> <p>20 have to rely on the representation of the client</p> <p>21 as far as whether it's fit for intended purposes</p> <p>22 if that's where we're going to start, but the rest</p> <p>23 we take a far more critical view of now. The --</p> <p>24 our relationship, I guess, with our clients has</p>

BART E. LEVY

<p style="text-align: right;">Page 62</p> <p>1 become more or less proven.</p> <p>2 Q. How do you make sure the information you</p> <p>3 enter into a Complaint is accurate?</p> <p>4 A. By representation of the client and by</p> <p>5 my own fact checking.</p> <p>6 Q. And how was that different than your</p> <p>7 practice in 2016, November of 2016?</p> <p>8 A. I would just say it's more intense now.</p> <p>9 Everyone is just focused on it a little bit more.</p> <p>10 Q. So it was less focused in 2016?</p> <p>11 A. I'd say less intense. We still wanted</p> <p>12 to know this information, but it's just a little</p> <p>13 bit different now.</p> <p>14 Q. Different how?</p> <p>15 A. This lawsuit not only was broadcast in</p> <p>16 this media here, but word got around to everybody</p> <p>17 and essentially the basis of it was enough to, I</p> <p>18 guess, take more intense steps. It certainly</p> <p>19 isn't a secret.</p> <p>20 Q. Intense steps meaning fact checking?</p> <p>21 A. Yeah.</p> <p>22 Q. In November of 2016 your staff would</p> <p>23 generally input information from a Complaint --</p> <p>24 sorry, strike that.</p>	<p style="text-align: right;">Page 64</p> <p>1 accurate?</p> <p>2 A. I'd look at the Complaint after it was</p> <p>3 accepted by the municipal court and I have the</p> <p>4 work flow -- in other words, the work flow log to</p> <p>5 show what's going into the Complaint and I've got</p> <p>6 the municipal court well before I have to appear</p> <p>7 in court on it that shows the display of the</p> <p>8 Complaint. Then you have a chance to amend your</p> <p>9 Complaint if you made any mistakes. So you have</p> <p>10 an opportunity to do that if you react quickly.</p> <p>11 Errors cost money. So that's why I check them.</p> <p>12 One of the reasons.</p> <p>13 Q. In your Complaint -- I'm at -- for the</p> <p>14 record, at Page 13 of 15. I'm sorry. In your</p> <p>15 answer to this matter -- and for the record, I'm</p> <p>16 at Page 13 of 15.</p> <p>17 MR. ACKELSBERG: And Marc, do you</p> <p>18 have a copy?</p> <p>19 MR. CLEMM: I do.</p> <p>20 BY MR. ACKELSBERG:</p> <p>21 Q. Under the heading 28th affirmative</p> <p>22 defense, you state pursuant to 15 US code Section</p> <p>23 1692 KC any alleged violation was unintentional, a</p> <p>24 bona fide --</p>
<p style="text-align: right;">Page 63</p> <p>1 November of 2016, your staff would</p> <p>2 generally input information to municipal court;</p> <p>3 correct?</p> <p>4 A. I don't know. What do you mean? What</p> <p>5 is your question?</p> <p>6 Q. To file a lawsuit in November of 2016,</p> <p>7 your staff generally inputted that information;</p> <p>8 correct?</p> <p>9 MR. CLEMM: Objection. So any</p> <p>10 lawsuit he files in the Philadelphia Court of</p> <p>11 Common Pleas, municipal court Complaints,</p> <p>12 landlord tenant Complaints, violation -- code</p> <p>13 violations? What kind of Complaint are you</p> <p>14 talking about?</p> <p>15 BY MR. ACKELSBERG:</p> <p>16 Q. A landlord tenant Complaint. In</p> <p>17 November of 2016 when your office filed a landlord</p> <p>18 tenant Complaint --</p> <p>19 A. Right.</p> <p>20 Q. -- your staff would generally input the</p> <p>21 information that became the Complaint; correct?</p> <p>22 A. They put the exhibits in and the amounts</p> <p>23 in, yeah.</p> <p>24 Q. How did you review that information was</p>	<p style="text-align: right;">Page 65</p> <p>1 MR. FLITTER: Slow down a little.</p> <p>2 BY MR. ACKELSBERG:</p> <p>3 Q. -- error and defendants maintain</p> <p>4 procedures reasonably adapted to avoid any such</p> <p>5 error.</p> <p>6 A. Yes.</p> <p>7 Q. In November of 2016, were there any</p> <p>8 procedures adapted to avoid any such error that we</p> <p>9 haven't already discussed?</p> <p>10 A. Possibly.</p> <p>11 Q. What are they?</p> <p>12 A. You mean, as far as like my employees'</p> <p>13 individual initiatives? I don't know. I mean,</p> <p>14 that -- they could have doubled checked something.</p> <p>15 They could have questioned something. I could</p> <p>16 have. I don't recall.</p> <p>17 Q. My question is: In November of 2016,</p> <p>18 were there any other procedures reasonably adapted</p> <p>19 to avoid any such error that we have not already</p> <p>20 discussed?</p> <p>21 A. Possibly.</p> <p>22 Q. And what are they?</p> <p>23 A. I don't recall.</p> <p>24 Q. Did you review this answer before it was</p>

BART E. LEVY

Page 66	Page 68
<p>1 filed?</p> <p>2 A. I did.</p> <p>3 Q. Did you review that affirmative defense?</p> <p>4 A. Yes.</p> <p>5 Q. When you reviewed it, what procedures</p> <p>6 were you relying upon?</p> <p>7 A. Pretty much the ones I discussed with</p> <p>8 you already.</p> <p>9 Q. You said pretty much. Were there any</p> <p>10 other procedures that you were relying upon when</p> <p>11 you made this averment?</p> <p>12 A. I don't recall.</p> <p>13 Q. In the underlying eviction matter here,</p> <p>14 the eviction filed against Ms. Martin and</p> <p>15 Mr. Sampson --</p> <p>16 A. Uh-huh.</p> <p>17 Q. -- who was your client?</p> <p>18 A. Do you mind if I just read from this</p> <p>19 because it's actually -- confused. My client as</p> <p>20 stated is Irineo, Argentina Perez Irineo.</p> <p>21 Q. Did you have any other clients in the</p> <p>22 underlying eviction matter?</p> <p>23 A. What do you mean?</p> <p>24 Q. You had an attorney-client relationship</p>	<p>1 we're looking at the documents produced by</p> <p>2 Mr. Levy in discovery.</p> <p>3 MR. CLEMM: Are you marking that as</p> <p>4 an exhibit? Not at this point. When we</p> <p>5 talk, we'll refer to the Bates number. If we</p> <p>6 feel the need to mark them, we will.</p> <p>7 BY MR. ACKELSBERG:</p> <p>8 Q. Can you please turn to Levy 28 and let</p> <p>9 me know when you're there?</p> <p>10 A. Are these multiple cases or one case?</p> <p>11 MR. CLEMM: These are the documents</p> <p>12 that your prior lawyers produced in response</p> <p>13 to the request for production of document.</p> <p>14 THE WITNESS: Right.</p> <p>15 MR. CLEMM: So that's what they</p> <p>16 are. So just take a look at the Bates</p> <p>17 stamped number 28 and you can answer his</p> <p>18 question.</p> <p>19 THE WITNESS: All right.</p> <p>20 Okay.</p> <p>21 BY MR. ACKELSBERG:</p> <p>22 Q. Can you describe this document, please?</p> <p>23 A. It's an email.</p> <p>24 Q. From you?</p>
Page 67	Page 69
<p>1 with Irineo; correct?</p> <p>2 A. Yes.</p> <p>3 Q. Do you have an attorney-client</p> <p>4 relationship with anyone else in this matter?</p> <p>5 A. I believe there were other members of</p> <p>6 his family we spoke to.</p> <p>7 MR. CLEMM: That wasn't the</p> <p>8 question.</p> <p>9 THE WITNESS: I'm sorry.</p> <p>10 MR. CLEMM: The question was</p> <p>11 whether you had an attorney-client</p> <p>12 relationship with anyone other than the</p> <p>13 plaintiff named in this civil action.</p> <p>14 THE WITNESS: Without my records,</p> <p>15 sir, I couldn't answer you.</p> <p>16 BY MR. ACKELSBERG:</p> <p>17 Q. Did you have contact with anyone other</p> <p>18 than Irineo?</p> <p>19 A. I don't recall.</p> <p>20 Q. What is the first contact that your</p> <p>21 office had with the landlord?</p> <p>22 A. I don't recall. You asking for a date</p> <p>23 or a time? I don't recall it.</p> <p>24 MR. ACKELSBERG: For the record,</p>	<p>1 A. Yes.</p> <p>2 Q. Sent to whom?</p> <p>3 A. Luz Mery -- I don't know whether I was</p> <p>4 sending it to Irineo or somebody else in his</p> <p>5 household that had an email. It certainly --</p> <p>6 Irineo is not named -- Argentino --</p> <p>7 MR. CLEMM: He just asked who it</p> <p>8 was sent to. Just who was it sent to?</p> <p>9 THE WITNESS: Luz Mery Inoa.</p> <p>10 BY MR. ACKELSBERG:</p> <p>11 Q. And you sent that on October 25, 2016 at</p> <p>12 4:11 p.m.?</p> <p>13 A. Right.</p> <p>14 Q. Did this email actually come from you?</p> <p>15 A. Yes.</p> <p>16 Q. And the subject line says License 1916</p> <p>17 Clarence Street. Do you see that?</p> <p>18 A. Right.</p> <p>19 Q. The bottom of the page indicates there</p> <p>20 is an email sent on October 3, 2016; correct?</p> <p>21 A. By her or by me?</p> <p>22 Q. The bottom of the page says on Mon Oct</p> <p>23 3, 2016 at 1:46 p.m. Luzmeryinoa@hotmail.com</p> <p>24 wrote --</p>

BART E. LEVY

<p style="text-align: right;">Page 70</p> <p>1 A. Uh-huh.</p> <p>2 Q. -- do you see that?</p> <p>3 A. I do.</p> <p>4 Q. That indicates that your client sent you</p> <p>5 an email; correct?</p> <p>6 A. Yeah.</p> <p>7 Q. Where is that email in the documents</p> <p>8 that we're looking at?</p> <p>9 A. I don't know.</p> <p>10 Q. Did you provide your lawyer with an</p> <p>11 email sent on October 3, 2016?</p> <p>12 A. I might have. I don't recall.</p> <p>13 Q. Do you recall whether the email sent</p> <p>14 October 3, 2016 had the subject line license 1916</p> <p>15 Clarence Street?</p> <p>16 A. I don't recall.</p> <p>17 Q. Do you recall whether the email on</p> <p>18 October 3, 2016 was your first contact with your</p> <p>19 client?</p> <p>20 A. I don't.</p> <p>21 Q. Do you recall whether your client</p> <p>22 emailed you a property license for this property?</p> <p>23 A. I don't. Ultimately, they did.</p> <p>24 Q. When did they do that?</p>	<p style="text-align: right;">Page 72</p> <p>1 MR. CLEMM: You're talking about at</p> <p>2 any time?</p> <p>3 THE WITNESS: I don't remember.</p> <p>4 BY MR. ACKELSBURG:</p> <p>5 Q. Prior to filing this eviction action</p> <p>6 against Ms. Martin and Mr. Sampson, did you</p> <p>7 instruct your client to acquire a property</p> <p>8 license?</p> <p>9 A. I don't recall.</p> <p>10 Q. Prior to filing this eviction action,</p> <p>11 did you request from this client a Certificate of</p> <p>12 Rental Suitability?</p> <p>13 A. I don't recall that either.</p> <p>14 Q. Did you ask your client whether there</p> <p>15 was a Certificate of Rental Suitability?</p> <p>16 A. It's likely that I did.</p> <p>17 Q. But you don't recall?</p> <p>18 A. I really don't.</p> <p>19 Q. The email from you to your client</p> <p>20 requests a copy of the lease and payment ledger in</p> <p>21 order for us to begin the eviction process.</p> <p>22 A. Right.</p> <p>23 Q. Did you ever receive a copy of the lease</p> <p>24 from your client?</p>
<p style="text-align: right;">Page 71</p> <p>1 A. I don't remember. Sometime prior to the</p> <p>2 filing date on November 8th.</p> <p>3 Q. And can you -- can you show me where in</p> <p>4 these documents that email is?</p> <p>5 A. No.</p> <p>6 Q. Did you produce that document to your</p> <p>7 lawyers?</p> <p>8 A. I don't recall.</p> <p>9 Q. Do you still have a copy of that</p> <p>10 document?</p> <p>11 A. I don't know.</p> <p>12 Q. Do you regularly delete documents?</p> <p>13 A. No.</p> <p>14 Q. So if an email was sent from your client</p> <p>15 to you, you'd still have a copy of it?</p> <p>16 A. It's likely.</p> <p>17 Q. If an email was sent from you to your</p> <p>18 clients, do you still have a copy of it?</p> <p>19 A. Also very likely.</p> <p>20 Q. Is there a reason you didn't produce</p> <p>21 those documents?</p> <p>22 A. I don't recall.</p> <p>23 Q. Did you instruct your client to acquire</p> <p>24 a license?</p>	<p style="text-align: right;">Page 73</p> <p>1 A. I believe I did, yeah.</p> <p>2 Q. Was that over email?</p> <p>3 A. Most likely, yeah.</p> <p>4 Q. Was that email produced in discovery?</p> <p>5 A. I don't know. Unless they brought it</p> <p>6 into the office physically, I'm guessing there</p> <p>7 would be no reason not to have submitted it.</p> <p>8 Q. What did you do to look for documents</p> <p>9 requested in discovery?</p> <p>10 A. I searched under -- well, you can do a</p> <p>11 fairly liberal search, because we have Gmail,</p> <p>12 using Google. You can use any part of the guy's</p> <p>13 name or their email address. That -- that was</p> <p>14 pretty much it. And then we also have an</p> <p>15 electronic file that we keep of documents that we</p> <p>16 submit in the Complaint. And there are documents</p> <p>17 that you can actually, you know, obtain off the</p> <p>18 court's website after you -- after you submitted</p> <p>19 it as a Complaint.</p> <p>20 Q. Are emails in the electronic file that</p> <p>21 you keep?</p> <p>22 A. No, usually not. Unless there's a</p> <p>23 specific reason to take a screen shot of one and</p> <p>24 save that, no. The attachments are usually saved.</p>

BART E. LEVY

<p style="text-align: right;">Page 74</p> <p>1 Q. Did you receive a copy of the lease</p> <p>2 prior to filing this eviction?</p> <p>3 A. I did.</p> <p>4 Q. Did you receive a payment ledger prior</p> <p>5 to filing this eviction?</p> <p>6 MR. CLEMM: You're talking about</p> <p>7 the eviction action?</p> <p>8 MR. ACKELSBURG: Correct.</p> <p>9 - - -</p> <p>10 (Whereupon the deposition was</p> <p>11 interrupted.)</p> <p>12 - - -</p> <p>13 (Whereupon the deposition was</p> <p>14 recessed from 11:01 to 11:16 a.m.)</p> <p>15 - - -</p> <p>16 (Whereupon Corinne Nyce exited</p> <p>17 the deposition.)</p> <p>18 - - -</p> <p>19 BY MR. ACKELSBURG:</p> <p>20 Q. Mr. Levy, you understand you're still</p> <p>21 under oath?</p> <p>22 A. I do.</p> <p>23 Q. During the break, did you speak with</p> <p>24 your attorney?</p>	<p style="text-align: right;">Page 76</p> <p>1 A. If I had one prior to the filing,</p> <p>2 there's a chance that I would upload it as</p> <p>3 evidence.</p> <p>4 Q. What was your criteria for deciding</p> <p>5 whether or not to upload it as evidence?</p> <p>6 A. It depends on the case. Normally I</p> <p>7 would like it. Sometimes it could only be brought</p> <p>8 with the landlord the day of court. It depends.</p> <p>9 Sometimes they don't have access to stuff</p> <p>10 immediately.</p> <p>11 Q. Did you have a payment ledger in this</p> <p>12 matter before you filed the eviction?</p> <p>13 A. I don't recall.</p> <p>14 Q. If you don't have a ledger, what is the</p> <p>15 factual basis for the amount of rent you demand?</p> <p>16 A. Reliance on the client -- the averments</p> <p>17 of the plaintiff.</p> <p>18 Q. Are those made to you personally?</p> <p>19 A. Yes.</p> <p>20 Q. So if there was no ledger here, you</p> <p>21 would have spoken directly with the client --</p> <p>22 A. Yes.</p> <p>23 Q. -- and asked them how much rent was due?</p> <p>24 A. Yeah, when they were last paid. That</p>
<p style="text-align: right;">Page 75</p> <p>1 A. No.</p> <p>2 MR. ACKELSBURG: Could you read me</p> <p>3 back the last question?</p> <p>4 - - -</p> <p>5 (Whereupon the court reporter</p> <p>6 read back the pertinent testimony.)</p> <p>7 - - -</p> <p>8 BY MR. ACKELSBURG:</p> <p>9 Q. Prior to filing the eviction action, did</p> <p>10 you receive a payment ledger from your clients?</p> <p>11 A. I don't recall.</p> <p>12 Q. Would that payment ledger be in your</p> <p>13 electronic file?</p> <p>14 A. I don't know.</p> <p>15 Q. Is a payment ledger something you</p> <p>16 generally keep in your electronic file?</p> <p>17 A. No.</p> <p>18 Q. Where do you keep a payment ledger for</p> <p>19 your client?</p> <p>20 A. Generally it's stored in the Complaint</p> <p>21 itself for data retrieval or I would have it in</p> <p>22 the emails.</p> <p>23 Q. What do you mean it's stored in the</p> <p>24 Complaint itself?</p>	<p style="text-align: right;">Page 77</p> <p>1 kind of thing.</p> <p>2 Q. Do you recall any telephone</p> <p>3 conversations with your client prior to filing --</p> <p>4 prior to filing this eviction action?</p> <p>5 A. I don't recall.</p> <p>6 Q. Did your client tell you that the</p> <p>7 property was not licensed?</p> <p>8 A. I don't recall. They had a license</p> <p>9 though.</p> <p>10 Q. How do you know?</p> <p>11 A. It's part -- it's dated October 1st and</p> <p>12 was submitted with the Complaint.</p> <p>13 Q. Did they tell you that the property was</p> <p>14 unlicensed prior to October 1st?</p> <p>15 A. No, I didn't know whether it was</p> <p>16 unlicensed or renewed. If they told me, I don't</p> <p>17 recall.</p> <p>18 Q. What's a Rule 109 Affidavit?</p> <p>19 A. A Rule 109 Affidavit is submitted to the</p> <p>20 court when you lack a -- an exhibit that you</p> <p>21 promise to supply at the time of trial.</p> <p>22 Q. Did you file a Rule 109 Affidavit in</p> <p>23 this matter?</p> <p>24 A. I don't recall. May I check?</p>

BART E. LEVY

Page 78	Page 80
<p>1 Q. Sure.</p> <p>2 A. I really don't recall.</p> <p>3 MR. ACKELSBURG: Mark that as D,</p> <p>4 please.</p> <p>5 - - -</p> <p>6 (Whereupon the document was</p> <p>7 marked, for identification</p> <p>8 purposes, as Exhibit Number D.)</p> <p>9 - - -</p> <p>10 MR. CLEMM: Do you have a copy for</p> <p>11 me?</p> <p>12 MR. FLITTER: What's that going to</p> <p>13 be?</p> <p>14 MR. ACKELSBURG: D.</p> <p>15 MR. FLITTER: D?</p> <p>16 BY MR. ACKELSBURG:</p> <p>17 Q. Have you had a chance to look at what's</p> <p>18 been marked Exhibit-D?</p> <p>19 A. I have.</p> <p>20 Q. What is Exhibit-D?</p> <p>21 A. It's a 109 Affidavit.</p> <p>22 Q. Did you file this?</p> <p>23 A. Yes.</p> <p>24 Q. At the top right it says</p>	<p>1 actual Complaint here?</p> <p>2 MR. CLEMM: That's the Complaint,</p> <p>3 which was attached as an exhibit to the</p> <p>4 Complaint filed in this federal civil action.</p> <p>5 BY MR. ACKELSBURG:</p> <p>6 Q. That's -- and that's the Complaint that</p> <p>7 you --</p> <p>8 A. I'm guessing that if I basically</p> <p>9 stated --</p> <p>10 MR. CLEMM: Wait a minute. Let me</p> <p>11 stop you for a second. One instruction that</p> <p>12 you were not given at the outset, but which</p> <p>13 you probably should have been given is that</p> <p>14 guessing at something is not appropriate. It</p> <p>15 doesn't really help anybody.</p> <p>16 THE WITNESS: I don't know how to</p> <p>17 resolve it.</p> <p>18 MR. CLEMM: But let me just finish.</p> <p>19 If you have a reasonable estimation</p> <p>20 or a reasonable basis for an answer, go ahead</p> <p>21 and give it. If you are just guessing or</p> <p>22 surmising or otherwise not sure of what</p> <p>23 you're answering, then do not answer. Okay?</p> <p>24 THE WITNESS: Okay. Could you ask</p>
Page 79	Page 81
<p>1 LT-16-11-08-3756; correct?</p> <p>2 A. Yes.</p> <p>3 Q. Is that the underlying eviction matter</p> <p>4 we're discussing today?</p> <p>5 A. I believe we are.</p> <p>6 Q. Why did you file this?</p> <p>7 A. Why not?</p> <p>8 Q. My question is: Why did you file this?</p> <p>9 A. My client had a valid complaint.</p> <p>10 MR. CLEMM: I think he's saying why</p> <p>11 did you file the 109 Affidavit?</p> <p>12 THE WITNESS: Oh.</p> <p>13 MR. ACKELSBURG: Thank you.</p> <p>14 THE WITNESS: We lacked -- we</p> <p>15 lacked a piece of evidence with our</p> <p>16 submission. Which is strange because the</p> <p>17 case itself says it's -- the lease is written</p> <p>18 and attached, so I'd have to look at the</p> <p>19 entire Complaint now to resolve that. Those</p> <p>20 two things appear to be in conflict with one</p> <p>21 another.</p> <p>22 BY MR. ACKELSBURG:</p> <p>23 Q. Could you please resolve that?</p> <p>24 A. Can I have your laptop? Or is this the</p>	<p>1 the question again then?</p> <p>2 BY MR. ACKELSBURG:</p> <p>3 Q. Please turn to Levy-1.</p> <p>4 MR. CLEMM: Levy-1? Is that an</p> <p>5 exhibit?</p> <p>6 MR. ACKELSBURG: The documents that</p> <p>7 you provided to us in discovery, which you</p> <p>8 still have in front of you.</p> <p>9 MR. CLEMM: You marked this as</p> <p>10 Levy-1?</p> <p>11 MR. ACKELSBURG: It is marked by</p> <p>12 you as Levy-1.</p> <p>13 MR. CLEMM: Oh, you're talking</p> <p>14 about the Bates stamped mark on it?</p> <p>15 MR. ACKELSBURG: Yes, yes.</p> <p>16 MR. CLEMM: Okay.</p> <p>17 BY MR. ACKELSBURG:</p> <p>18 Q. Okay.</p> <p>19 A. Right.</p> <p>20 Q. Levy 1 is the Complaint you filed</p> <p>21 against Ms. Martin and Mr. Sampson; correct?</p> <p>22 A. Yes.</p> <p>23 Q. Averment 1 of the Complaint says in part</p> <p>24 the lease is written, attached and began on</p>

BART E. LEVY

<p style="text-align: right;">Page 82</p> <p>1 6/1/2016 for the term of a year or more; correct?</p> <p>2 A. Correct.</p> <p>3 Q. What does the 109 Affidavit say?</p> <p>4 A. That a copy of the lease is not</p> <p>5 available for the reason that plaintiff will</p> <p>6 provide a copy of the lease at the time of -- in</p> <p>7 the time of the hearing.</p> <p>8 Q. And at the bottom of the 109 Affidavit</p> <p>9 is an attestation by you; correct?</p> <p>10 A. Yes.</p> <p>11 Q. And that's your electronic signature at</p> <p>12 the bottom of it?</p> <p>13 A. Yes.</p> <p>14 Q. The Complaint at the bottom has the same</p> <p>15 attestation under oath; correct?</p> <p>16 A. Yes.</p> <p>17 Q. And that's your electronic signature;</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 Q. What does a copy of the lease is not</p> <p>21 available for the reason that plaintiff will</p> <p>22 provide a copy of the lease in time of the hearing</p> <p>23 mean?</p> <p>24 A. I don't know.</p>	<p style="text-align: right;">Page 84</p> <p>1 Q. Did you review the 109 Affidavit?</p> <p>2 A. Yes.</p> <p>3 Q. But you can't explain the discrepancy</p> <p>4 between those two?</p> <p>5 A. No.</p> <p>6 Q. Can you turn to Levy 1 again, please?</p> <p>7 A. Right.</p> <p>8 Q. Under paragraph 7, Levy 1 demands</p> <p>9 attorneys fees of \$500; correct?</p> <p>10 A. Right.</p> <p>11 Q. Can you turn to Levy 27, please? Let me</p> <p>12 know when you're there.</p> <p>13 A. Right.</p> <p>14 Q. What is Levy 27?</p> <p>15 A. It is a receipt.</p> <p>16 Q. A receipt of what?</p> <p>17 A. \$250.</p> <p>18 Q. Is this a receipt for your legal</p> <p>19 services?</p> <p>20 A. Some of them, yeah.</p> <p>21 Q. Is this a receipt for your legal</p> <p>22 services in this eviction matter?</p> <p>23 A. A portion of them.</p> <p>24 Q. So are there other receipts that you</p>
<p style="text-align: right;">Page 83</p> <p>1 Q. Did you author this Affidavit?</p> <p>2 A. Yes.</p> <p>3 Q. And for the record we're referring to</p> <p>4 Exhibit-D?</p> <p>5 A. Yes.</p> <p>6 Q. Did the plaintiff ever provide you with</p> <p>7 a copy of the lease?</p> <p>8 A. I don't recall.</p> <p>9 Q. You received a notice for this</p> <p>10 deposition; correct?</p> <p>11 A. Yes.</p> <p>12 Q. What did you do to prepare for it?</p> <p>13 A. I don't know how to answer that. I</p> <p>14 spoke to my attorney what about to do at a</p> <p>15 deposition, I guess.</p> <p>16 Q. Did you review documents?</p> <p>17 A. Some, yeah.</p> <p>18 Q. What documents did you review?</p> <p>19 A. The Complaint, my answers.</p> <p>20 Q. Which Complaint are we talking about?</p> <p>21 A. Yours.</p> <p>22 Q. Did you review the landlord tenant</p> <p>23 Complaint?</p> <p>24 A. Yeah.</p>	<p style="text-align: right;">Page 85</p> <p>1 have for this eviction matter?</p> <p>2 A. I don't believe so, no. I don't -- I</p> <p>3 don't recall.</p> <p>4 Q. Does it signify that you charged your</p> <p>5 client \$250 --</p> <p>6 A. It does.</p> <p>7 Q. -- in this matter?</p> <p>8 A. It does.</p> <p>9 Q. Did you charge them any other fees in</p> <p>10 this matter?</p> <p>11 A. For the lockout, which shouldn't occur</p> <p>12 until the second hearing. In other words, there</p> <p>13 was a charge of 250 for filing the new eviction</p> <p>14 and then it's fully anticipated that there will be</p> <p>15 another 250 charged to complete the lockout. And</p> <p>16 there are often other costs too. We might have to</p> <p>17 provide a van, we might have to provide -- well, a</p> <p>18 lockout is often -- you know, often involves</p> <p>19 additional expenses and time.</p> <p>20 But it's fully anticipated that it</p> <p>21 will cost a minimum of \$500 to do an eviction like</p> <p>22 this in legal fees.</p> <p>23 Q. What if the eviction is filed and</p> <p>24 withdrawn?</p>

BART E. LEVY

Page 86	Page 88
<p>1 A. Good question. I'd still have to charge</p> <p>2 the plaintiff for going to court.</p> <p>3 Q. Did you charge your clients for any</p> <p>4 other legal fees in this matter?</p> <p>5 A. No.</p> <p>6 Q. If we turn back to Levy 1 --</p> <p>7 A. Uh-huh.</p> <p>8 Q. -- the \$500 demanded is an estimate of</p> <p>9 what you anticipate will be incurred?</p> <p>10 A. Yes.</p> <p>11 Q. But it's not what was owed at the time</p> <p>12 of filing?</p> <p>13 A. No.</p> <p>14 Q. How did you know there were attorneys</p> <p>15 fees owed?</p> <p>16 A. The client told me that the lease that</p> <p>17 he had stated attorneys fees.</p> <p>18 Q. When did the client tell you that?</p> <p>19 A. Prior to filing the action.</p> <p>20 Q. How many days prior to filing the</p> <p>21 action, if you recall?</p> <p>22 A. I don't recall.</p> <p>23 Q. Was that on the phone?</p> <p>24 A. I don't recall.</p>	<p>1 Q. Where would it be noted in your records</p> <p>2 that there was an attorney fee provision?</p> <p>3 A. It may not be. It might have just been</p> <p>4 kept as a note, you know, on a slip of paper in</p> <p>5 someone's desk as they were preparing it. I don't</p> <p>6 recall. It might be as part of this work flow</p> <p>7 log, but I don't recall ever seeing it. Just a</p> <p>8 relatively simple thing to ask and check and check</p> <p>9 off. And it's of no consequence to me as to</p> <p>10 whether it's included in the Complaint or not as</p> <p>11 long as it's valid.</p> <p>12 Q. As long as what's valid?</p> <p>13 A. The contractual obligation to pay</p> <p>14 attorneys fees if the case goes to court.</p> <p>15 Q. What do you mean it's of no consequence</p> <p>16 to you?</p> <p>17 A. Surely I don't get paid extra for asking</p> <p>18 for extra money that isn't valid. It's basically</p> <p>19 merely -- it's a binary decision. Do you have</p> <p>20 this in your lease or don't you?</p> <p>21 Q. Is there a place in your records where</p> <p>22 that information is regularly recorded?</p> <p>23 A. No, no.</p> <p>24 Q. Can you please turn to Levy 1 again?</p>
Page 87	Page 89
<p>1 Q. Was that by email?</p> <p>2 A. If it's part -- it would be part of</p> <p>3 discovery if it was. I'd have to check.</p> <p>4 Q. So you don't recall whether it was a</p> <p>5 phone call or whether it was an email, but you</p> <p>6 specifically recall that he told you that the</p> <p>7 lease provided for attorneys fees?</p> <p>8 A. Sure.</p> <p>9 Q. And you yourself had that conversation</p> <p>10 with him?</p> <p>11 A. Either I had the conversation with him</p> <p>12 or one of my employees did, but prior to all of</p> <p>13 this that was a standard thing. In other words,</p> <p>14 it has to be in the contract in order for it to be</p> <p>15 awarded.</p> <p>16 Q. But you don't recall whether the client</p> <p>17 informed you of an attorneys fee provision?</p> <p>18 A. I'm sure he informed somebody and that</p> <p>19 we noted it in our records and were strict about</p> <p>20 it.</p> <p>21 Q. Do you recall whether the client told</p> <p>22 you directly that there was an attorney fee</p> <p>23 provision?</p> <p>24 A. I do not.</p>	<p>1 Paragraph two states, plaintiff</p> <p>2 states that he/she/it is in compliance with</p> <p>3 Section 102.1 of the Philadelphia Property</p> <p>4 Maintenance Code by having a valid</p> <p>5 Housing Inspection License at the time of filing.</p> <p>6 A copy of a license is attached.</p> <p>7 A. Yes.</p> <p>8 Q. Did I read that correctly?</p> <p>9 A. You did.</p> <p>10 Q. What was your basis for making that</p> <p>11 averment?</p> <p>12 A. They had a valid Housing Inspection</p> <p>13 License.</p> <p>14 Q. Do you recall reviewing that Housing</p> <p>15 Inspection License prior to filing the case?</p> <p>16 A. Yes.</p> <p>17 Q. Do you recall -- do you recall a</p> <p>18 conversation where you told your client that they</p> <p>19 had to get a valid Housing Inspection License --</p> <p>20 A. No.</p> <p>21 Q. -- to file this case?</p> <p>22 A. I don't.</p> <p>23 Q. Can you go to paragraph 4, please, and</p> <p>24 we're still at Levy 1?</p>

BART E. LEVY

Page 90	Page 92
<p>1 A. Right.</p> <p>2 Q. Plaintiff states that the subject</p> <p>3 premises is fit for its intended purpose.</p> <p>4 A. Right.</p> <p>5 Q. Did I read that correctly?</p> <p>6 A. Yes.</p> <p>7 Q. What was your basis for making that</p> <p>8 averment?</p> <p>9 A. Plaintiff stated that to me.</p> <p>10 Q. When?</p> <p>11 A. Prior to making this averment.</p> <p>12 Q. Was that done in a telephone</p> <p>13 conversation?</p> <p>14 A. I don't recall.</p> <p>15 Q. Was that done over email?</p> <p>16 A. Still don't recall.</p> <p>17 Q. Do you recall whether it was you</p> <p>18 directly who discussed that with your client?</p> <p>19 A. No.</p> <p>20 Q. Do you recall a conversation with anyone</p> <p>21 on your staff about that averment?</p> <p>22 A. No. It's just simply entered after the</p> <p>23 client answers the question.</p> <p>24 Q. This Complaint was filed on November 8,</p>	<p>1 A. I don't.</p> <p>2 Q. So how are you sure that he actually</p> <p>3 told you that?</p> <p>4 A. Because it's set procedure to do it and</p> <p>5 that's how I do it and that's how I train my</p> <p>6 employees to do it. You got to ask. You always</p> <p>7 had to ask. Now you have to ask and check.</p> <p>8 Q. Who prepared this eviction complaint?</p> <p>9 A. In what respect?</p> <p>10 Q. Who entered the information for this</p> <p>11 eviction complaint?</p> <p>12 A. I'm pretty sure one of my employees did.</p> <p>13 Q. Did you verify this information prior to</p> <p>14 its filing?</p> <p>15 A. Yes.</p> <p>16 Q. How did you verify that?</p> <p>17 A. Verbally. It's just standard procedure.</p> <p>18 There is no verification for municipal matters per</p> <p>19 se. There's no verification the client signs and</p> <p>20 says verification like you would in a trial level</p> <p>21 court. So there's got to be something to replace</p> <p>22 that, I recognize. So the guy's got to</p> <p>23 basically -- there's a deliberate step that has to</p> <p>24 occur in each one of these where you just double</p>
Page 91	Page 93
<p>1 2016; correct?</p> <p>2 A. Right.</p> <p>3 Q. Do you recall when that conversation</p> <p>4 with your client occurred?</p> <p>5 A. No.</p> <p>6 Q. The second sentence in that paragraph</p> <p>7 states, plaintiff states that he/she/it is unaware</p> <p>8 of any open notice issued by the Department of</p> <p>9 License and Inspections alleging that the property</p> <p>10 at issue is in violation of one or more provisions</p> <p>11 of the Philadelphia code.</p> <p>12 A. Yes.</p> <p>13 Q. Did I read that correctly?</p> <p>14 A. Yes.</p> <p>15 Q. What was your basis for making that</p> <p>16 averment?</p> <p>17 A. The plaintiff stated he was unaware.</p> <p>18 Q. You don't recall whether that was a</p> <p>19 telephone conversation --</p> <p>20 A. Correct.</p> <p>21 Q. -- or over email?</p> <p>22 A. I don't recall.</p> <p>23 Q. You don't recall whether that was made</p> <p>24 directly to you?</p>	<p>1 check it with them and make sure everything --</p> <p>2 every averment we put here is precisely what the</p> <p>3 client wants. I mean, it's their Complaint.</p> <p>4 They're not going to pay for it if it's wrong.</p> <p>5 Q. Where do you -- is there somewhere where</p> <p>6 you mark that you have checked this information?</p> <p>7 A. No.</p> <p>8 Q. Can you turn to documents Bates stamped</p> <p>9 Levy 5 through Levy 7, please?</p> <p>10 A. Of this?</p> <p>11 MR. CLEMM: Yeah.</p> <p>12 THE WITNESS: Right. Yes.</p> <p>13 BY MR. ACKELSBERG:</p> <p>14 Q. You have looked through Levy 5 through</p> <p>15 Levy 7?</p> <p>16 A. I think so. Right.</p> <p>17 Q. Can you describe for me what Levy 5 is?</p> <p>18 A. This is a letter from Fair Housing</p> <p>19 Commission.</p> <p>20 Q. Saying what?</p> <p>21 A. They're asking for Rule 134 continuance</p> <p>22 based on the concurrent jurisdiction, this branch</p> <p>23 of executive -- this agency of the executive</p> <p>24 branch of the government and the judicial</p>

BART E. LEVY

Page 94	Page 96
<p>1 municipal court.</p> <p>2 Q. If a Complaint has been lodged with the</p> <p>3 Fair Housing Commission prior to an eviction being</p> <p>4 filed, the Fair Housing Commission lets municipal</p> <p>5 court know that; correct?</p> <p>6 A. Usually, yeah.</p> <p>7 Q. Is that what this letter signifies?</p> <p>8 A. Yes.</p> <p>9 Q. And this letter was docketed in this</p> <p>10 matter of municipal court; correct?</p> <p>11 A. Yes.</p> <p>12 Q. Do you recall receiving that document?</p> <p>13 A. No.</p> <p>14 Q. Is it your general practice to review</p> <p>15 documents that are docketed in your municipal</p> <p>16 court actions?</p> <p>17 A. Yes.</p> <p>18 Q. Do you have any reason to believe you</p> <p>19 didn't review this document?</p> <p>20 A. I -- the word you used was received. I</p> <p>21 reviewed it. I didn't receive it.</p> <p>22 Q. Thank you for the clarification.</p> <p>23 So you reviewed this document?</p> <p>24 A. Yes, it was on the docket of this case.</p>	<p>1 A. Right.</p> <p>2 Q. What is the first violation listed?</p> <p>3 A. Looks like a structural defect.</p> <p>4 Q. Under description what does it say?</p> <p>5 A. It's -- the department has deemed</p> <p>6 structure reference in the order unfit. A</p> <p>7 structure is unfit for human occupancy whenever</p> <p>8 the code finds that such a structure is unsafe,</p> <p>9 unlawful or because of the degree to which the</p> <p>10 structure is in disrepair of lacks maintenance,</p> <p>11 sanitary -- maintenance is unsanitary, vermin or</p> <p>12 rat-infested, contains filth and contamination or</p> <p>13 lacks ventilation, illumination, sanitary, heating</p> <p>14 facilities or other essential equipment required</p> <p>15 by this code or because the location of the</p> <p>16 structure constitutes a hazard to the occupants of</p> <p>17 the structure or to the public. The owner shall</p> <p>18 be prohibited from admitting any new tenants to</p> <p>19 any tenant space within such dwelling for the</p> <p>20 duration of such unfit designation.</p> <p>21 Q. So at the top of that where you see</p> <p>22 where it says violation and then next to it says</p> <p>23 PM something?</p> <p>24 A. Right.</p>
Page 95	Page 97
<p>1 Q. You reviewed it when it was docketed?</p> <p>2 A. Possibly not. I don't recall when I</p> <p>3 viewed it. It surely would have been before the</p> <p>4 morning of trial.</p> <p>5 Q. Can you turn to Levy 6, please?</p> <p>6 A. Right.</p> <p>7 Q. What is Levy 6?</p> <p>8 A. This appears to be an abstract of the</p> <p>9 L&I records.</p> <p>10 Q. For?</p> <p>11 A. Clarence Street.</p> <p>12 Q. Which is the property that was the</p> <p>13 subject of the eviction complaint; correct?</p> <p>14 A. Yes.</p> <p>15 Q. This document lists open L&I violations</p> <p>16 at the property; correct?</p> <p>17 A. It does.</p> <p>18 Q. At the top of Levy 6 there's a report</p> <p>19 date. Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. 11/16/2016?</p> <p>22 A. Right.</p> <p>23 Q. Then about two-thirds down it lists code</p> <p>24 violations; right?</p>	<p>1 Q. Okay. See where it says description?</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So what is the description?</p> <p>4 A. In capital letters unfit structure.</p> <p>5 Q. And what's that violation date?</p> <p>6 A. It appears to be 10/17/16, October 17,</p> <p>7 2016.</p> <p>8 Q. There's a second violation --</p> <p>9 A. Uh-huh.</p> <p>10 Q. -- listed on October 17, 2016 on the</p> <p>11 same page; correct?</p> <p>12 A. Right.</p> <p>13 Q. And that is about the lack of heat at</p> <p>14 the property; correct?</p> <p>15 A. Yes.</p> <p>16 Q. Can you turn to Levy 7, please? You</p> <p>17 know what, sorry, turn back to Levy 6.</p> <p>18 A. Uh-huh.</p> <p>19 Q. Did you review this document?</p> <p>20 A. Yes.</p> <p>21 Q. Let's turn to Levy 7.</p> <p>22 A. Right.</p> <p>23 Q. These are additional violations listed</p> <p>24 at the property; correct?</p>

25 (Pages 94 - 97)

BART E. LEVY

Page 98	Page 100
<p>1 A. Yes.</p> <p>2 Q. And the report date is also November 16,</p> <p>3 2016?</p> <p>4 A. Right.</p> <p>5 Q. Can you go down to where it says code</p> <p>6 violations for me?</p> <p>7 A. Yeah.</p> <p>8 Q. What's the description for the first</p> <p>9 code violation at the property?</p> <p>10 A. It looks like it says exterior S or 5</p> <p>11 roof repair.</p> <p>12 Q. And what's the violation date assoc --</p> <p>13 what's the date associated with that violation?</p> <p>14 A. 9/28/16 or 23. I can't tell, 28.</p> <p>15 Q. The next violation is windows need to be</p> <p>16 repaired or replaced at the property; correct?</p> <p>17 A. Yes.</p> <p>18 Q. And that violation date is the same?</p> <p>19 A. Yes.</p> <p>20 Q. 9/28/2016; is that right?</p> <p>21 A. Yes.</p> <p>22 Q. And there's another violation below that</p> <p>23 still on Levy 7 dated 9/28/2016. Do you see that?</p> <p>24 A. Yes.</p>	<p>1 A. I don't know. This might have been sent</p> <p>2 directly to the leasehold rather -- obviously it</p> <p>3 wasn't sent to me. L&I I guess sent it to the</p> <p>4 address on the leasehold. If you have the actual</p> <p>5 violation, it would show where they sent it.</p> <p>6 Q. Who is Levy 5 addressed to?</p> <p>7 A. The court. Patricia McDermont.</p> <p>8 Q. And this was -- we've already gone over,</p> <p>9 this was docketed in municipal court; correct?</p> <p>10 A. Yes.</p> <p>11 Q. And Levy 7 and Levy 7 were docketed at</p> <p>12 the same time, weren't they?</p> <p>13 A. No.</p> <p>14 Q. When did you come into possession of</p> <p>15 Levy 6 and Levy 7?</p> <p>16 A. I don't recall.</p> <p>17 Q. How do you know that they weren't</p> <p>18 docketed together?</p> <p>19 A. I don't.</p> <p>20 Q. In your experience, is it generally the</p> <p>21 practice of the Fair Housing Commission to attach</p> <p>22 violations at the property when they send the type</p> <p>23 of letter that they sent in Levy 5?</p> <p>24 A. They could.</p>
Page 99	Page 101
<p>1 Q. And that description is -- looks like an</p> <p>2 electrical issue; correct?</p> <p>3 A. Electrical cover plate defective.</p> <p>4 Q. And then at the bottom of Levy 7 there's</p> <p>5 a fourth violation. Do you see that?</p> <p>6 A. I do.</p> <p>7 Q. And that description says exterior</p> <p>8 structure doors; correct?</p> <p>9 A. Right.</p> <p>10 Q. And that's listed 9/28/2016?</p> <p>11 A. Right.</p> <p>12 Q. What did you do after you reviewed this</p> <p>13 document?</p> <p>14 A. Well, I don't recall. I don't recall</p> <p>15 when I saw this. I believe it was addressed to</p> <p>16 the leasehold. If you have the actual violation.</p> <p>17 Q. Levy 5, 6 and 7 were produced by you in</p> <p>18 discovery; correct?</p> <p>19 A. Right.</p> <p>20 Q. And so they were in your possession;</p> <p>21 correct?</p> <p>22 A. Right, but not prior to filing.</p> <p>23 Q. You received it as of November 16th;</p> <p>24 correct?</p>	<p>1 Q. In your experience, is it the practice</p> <p>2 of the Fair Housing Commission to send notices of</p> <p>3 open violations when they send the type of letter</p> <p>4 described in Levy 5?</p> <p>5 A. No. Very often the letters are stand</p> <p>6 alone and just notices to the court.</p> <p>7 Q. So how did you get Levy 6 and Levy 7?</p> <p>8 A. I guess --</p> <p>9 MR. CLEMM: Don't guess.</p> <p>10 THE WITNESS: I don't recall.</p> <p>11 MR. CLEMM: Answer the question if</p> <p>12 you know.</p> <p>13 THE WITNESS: I don't recall.</p> <p>14 BY MR. ACKELSBURG:</p> <p>15 Q. Did it surprise you when you received</p> <p>16 Levy 6 or Levy 7?</p> <p>17 A. Yes.</p> <p>18 Q. Why?</p> <p>19 A. I didn't know of it.</p> <p>20 Q. You didn't know of what?</p> <p>21 A. The violations.</p> <p>22 Q. So what did you do when you received the</p> <p>23 notice of the violations?</p> <p>24 A. I informed my client.</p>

BART E. LEVY

Page 102	Page 104
<p>1 Q. You informed your client of what?</p> <p>2 A. That there were notices of violations.</p> <p>3 Q. Was that a conversation that you</p> <p>4 yourself had with your client?</p> <p>5 A. I don't recall.</p> <p>6 Q. So how do you know your client was</p> <p>7 notified?</p> <p>8 A. Well, first of all, they sent me to</p> <p>9 court to try a case on December 7th and this</p> <p>10 document here recognizes the fact that we have a</p> <p>11 Fair Housing Commission date or Fair Housing</p> <p>12 matter which would have necessarily delayed or</p> <p>13 continued it. So I would have had to -- or</p> <p>14 someone from my firm would have had to contact the</p> <p>15 client and let them know of the continuance and</p> <p>16 why we think that it was continued.</p> <p>17 Q. But you don't recall having that</p> <p>18 conversation with your client?</p> <p>19 A. I don't.</p> <p>20 Q. Did you take any steps to correct the</p> <p>21 averments in Levy 1, the landlord and tenant</p> <p>22 complaint?</p> <p>23 A. No.</p> <p>24 Q. It was not accurate that the subject</p>	<p>1 issue is in violation of one or more provisions of</p> <p>2 the Philadelphia code?</p> <p>3 MR. CLEMM: Okay. I'm going to</p> <p>4 object. You're assuming that something has</p> <p>5 to be done to correct an averment in a</p> <p>6 Complaint number one.</p> <p>7 And number two you're saying his</p> <p>8 averment. It's not his Complaint. It's a</p> <p>9 plaintiff's Complaint. He's an attorney</p> <p>10 representing a client. So there's multiple</p> <p>11 bases that are fallacious in that question</p> <p>12 which are misleading and inappropriate.</p> <p>13 So if you understand the question,</p> <p>14 you can answer it.</p> <p>15 THE WITNESS: Yeah.</p> <p>16 MR. CLEMM: But I'm going to note</p> <p>17 that objection.</p> <p>18 BY MR. ACKELSBURG:</p> <p>19 Q. Do you understand the question?</p> <p>20 A. I think I do.</p> <p>21 Q. What's your answer?</p> <p>22 A. Repeat it again.</p> <p>23 Q. What did you do to correct the record in</p> <p>24 the landlord and tenant complaint marked Levy 1</p>
Page 103	Page 105
<p>1 premises was fit for its intended purpose, was it?</p> <p>2 A. We don't know that. This -- these are</p> <p>3 their own averments of an L&I inspector. It</p> <p>4 doesn't have the weight of a judge or a finder of</p> <p>5 fact determining whether this is the truth or not.</p> <p>6 The City's got the right to</p> <p>7 basically cite anyone they want for a violation.</p> <p>8 And wherever, every owner has the right to contest</p> <p>9 it. Again, it was good notice that this existed</p> <p>10 or this was on the City's violation list, but it</p> <p>11 doesn't basically mean the place was found by</p> <p>12 anyone to be unfit. This is merely their</p> <p>13 averment. No matter how strong the language is</p> <p>14 here, it's their averment. It's not a fact until</p> <p>15 it's found.</p> <p>16 Q. It wasn't found to be unfit by anyone</p> <p>17 other than the Department of License and</p> <p>18 Inspections; correct?</p> <p>19 A. Yeah.</p> <p>20 Q. What did you do to correct paragraph 4</p> <p>21 in the landlord tenant complaint which states,</p> <p>22 plaintiff states that he/she/it is unaware of any</p> <p>23 open notice issued by the Department of License</p> <p>24 and Inspections alleging that the property at</p>	<p>1 which states that plaintiff is unaware of any open</p> <p>2 notice issued by the Department of License and</p> <p>3 Inspections?</p> <p>4 A. I did nothing. The allegation, the</p> <p>5 averment is still true. On November 8th, he was</p> <p>6 still unaware.</p> <p>7 Q. How do you know that?</p> <p>8 A. He told me when I asked him were there</p> <p>9 any violations. He told me he was unaware of any</p> <p>10 or didn't confess awareness of anything on</p> <p>11 November 8th when it was filed. That was true.</p> <p>12 Q. Plaintiff is Argentina Perez Irineo;</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 Q. That's a female; correct?</p> <p>16 A. I don't recall. I'm sorry. I think it</p> <p>17 sounds like a female name.</p> <p>18 Q. You keep saying he.</p> <p>19 A. I know.</p> <p>20 Q. Who are you referring to?</p> <p>21 A. I'm just using it as a general. I</p> <p>22 honestly don't remember much about the face or</p> <p>23 physical characteristics of the plaintiff.</p> <p>24 Q. When L&I issues violations, they send it</p>

BART E. LEVY

<p style="text-align: right;">Page 106</p> <p>1 to the owner of the property; correct?</p> <p>2 A. Prove it.</p> <p>3 Q. I'm asking you a question.</p> <p>4 A. That's not always the truth.</p> <p>5 Q. When L&I issues violations, do they send</p> <p>6 notice to the property owner?</p> <p>7 A. What do you mean? Address it to them or</p> <p>8 send it to their place of business?</p> <p>9 Q. When L&I issues violations do they send</p> <p>10 notice of those violations to the address listed</p> <p>11 in the property license that they have on record?</p> <p>12 A. Not always. Sometime they send it to</p> <p>13 the leasehold.</p> <p>14 Q. Describe the conversation you had with</p> <p>15 your client after you saw these open violations?</p> <p>16 A. I let them know they were there.</p> <p>17 Q. You yourself let them know?</p> <p>18 A. I believe I did.</p> <p>19 Q. Was that in a telephone conversation or</p> <p>20 --</p> <p>21 A. Most likely.</p> <p>22 Q. Was that with a male or a female?</p> <p>23 A. I don't recall.</p> <p>24 Q. What did they say back to you when you</p>	<p style="text-align: right;">Page 108</p> <p>1 MR. FLITTER: That should save a</p> <p>2 lot of time.</p> <p>3 BY MR. ACKELSBERG:</p> <p>4 Q. Mr. Levy, you understand you're still</p> <p>5 under oath?</p> <p>6 A. I do.</p> <p>7 Q. When did you receive authorization to</p> <p>8 dismiss the underlying eviction action?</p> <p>9 A. I don't recall the exact time and date.</p> <p>10 I believe you were there when I withdrew it.</p> <p>11 Q. My question is: When did you receive</p> <p>12 authorization to withdraw it?</p> <p>13 A. I don't recall today.</p> <p>14 Q. Did you receive authorization before</p> <p>15 March 2, 2017?</p> <p>16 A. I don't know.</p> <p>17 Q. You withdrew it at the court; correct?</p> <p>18 A. Yes.</p> <p>19 Q. Can you turn to the documents again that</p> <p>20 you produced in discovery? And can you turn to</p> <p>21 Levy 19 through 23?</p> <p>22 A. Uh-huh. Right.</p> <p>23 Q. Have you had a chance to look that over?</p> <p>24 A. Yes.</p>
<p style="text-align: right;">Page 107</p> <p>1 informed them that there were open violations?</p> <p>2 A. They were surprised.</p> <p>3 Q. What action did you take at that point?</p> <p>4 A. Ultimately we withdrew the case.</p> <p>5 Q. When?</p> <p>6 A. I don't recall.</p> <p>7 MR. CLEMM: Why don't we go off the</p> <p>8 record for a second here?</p> <p>9 - - -</p> <p>10 (Whereupon a discussion was</p> <p>11 held off the record.)</p> <p>12 - - -</p> <p>13 (Whereupon the deposition was</p> <p>14 recessed from 12:05 to 1:22 p.m.)</p> <p>15 - - -</p> <p>16 MR. CLEMM: So on behalf of my</p> <p>17 client had an opportunity to review the</p> <p>18 affirmative defenses, which were raised in</p> <p>19 the defendant's answer to the plaintiff's</p> <p>20 complaint with affirmative defenses and we're</p> <p>21 willing to, at this time, based upon</p> <p>22 information received, withdraw the following</p> <p>23 affirmative defenses, 5, 6, 8, 12, 15, 21, 22</p> <p>24 and 26.</p>	<p style="text-align: right;">Page 109</p> <p>1 Q. And what does Levy 19 through 23</p> <p>2 represent?</p> <p>3 A. I believe it's the text of the final</p> <p>4 order from the Fair Housing Commission.</p> <p>5 Q. That was a Fair Housing Commission case</p> <p>6 that Ms. Martin and Mr. Sampson filed against your</p> <p>7 client; correct?</p> <p>8 A. Thank you.</p> <p>9 Q. Is that correct?</p> <p>10 A. I believe so, yeah.</p> <p>11 Q. Among other things, the Fair Housing</p> <p>12 Commission found that there was no Certificate of</p> <p>13 Rental Suitability at the property; correct?</p> <p>14 A. What's your question?</p> <p>15 Q. Is it correct that the Fair Housing</p> <p>16 Commission found that there was no Certificate of</p> <p>17 Rental Suitability at the property?</p> <p>18 A. Yes.</p> <p>19 Q. And what's the date of that final order?</p> <p>20 A. 2/7/17.</p> <p>21 Q. You represented -- your office</p> <p>22 represented your clients before the Fair Housing</p> <p>23 Commission; correct?</p> <p>24 A. I believe so, yeah. I wasn't there.</p>

BART E. LEVY

<p style="text-align: right;">Page 110</p> <p>1 Mrs. Vosconez was.</p> <p>2 Q. Can you turn to Levy 38, please?</p> <p>3 A. Thirty-eight. All right.</p> <p>4 Q. What is Levy 38?</p> <p>5 A. It's an order to withdraw without</p> <p>6 prejudice.</p> <p>7 Q. To withdraw what without prejudice?</p> <p>8 A. LT1611083756.</p> <p>9 Q. It's an order to withdraw without</p> <p>10 prejudice the underlying eviction action that</p> <p>11 we've been discussing?</p> <p>12 A. Yes.</p> <p>13 Q. Why did you wait from February 7, 2017</p> <p>14 to March 2, 2017 to withdraw the case?</p> <p>15 A. That's what my client wanted.</p> <p>16 Q. What was your legal basis for continuing</p> <p>17 the case?</p> <p>18 A. I had to speak to my client.</p> <p>19 Q. My question is: What was your legal</p> <p>20 basis for continuing the case?</p> <p>21 A. Oh, continuances are allowed as a part</p> <p>22 of the municipal civil procedure.</p> <p>23 MR. CLEMM: Yeah, I think you two</p> <p>24 are missing each other. What he meant was</p>	<p style="text-align: right;">Page 112</p> <p>1 instructs us to attend on March 2nd.</p> <p>2 Q. So you thought it would be improper to</p> <p>3 withdraw the case before March 2nd?</p> <p>4 A. No. I said it wasn't authorized by the</p> <p>5 owner.</p> <p>6 Q. How do you balance your authorization</p> <p>7 that your client has provided to you versus your</p> <p>8 knowledge that this case will be dismissed or a</p> <p>9 verdict will be found in favor of the defendant if</p> <p>10 it goes forward?</p> <p>11 MR. CLEMM: Note my objection</p> <p>12 because you're asking him to weigh his</p> <p>13 ethical responsibilities as an attorney</p> <p>14 against whether or not he should dismiss a</p> <p>15 case based upon something related to the law.</p> <p>16 And I guess -- I think I'm going to instruct</p> <p>17 you not to answer that question without</p> <p>18 having some consultation with counsel.</p> <p>19 THE WITNESS: Okay. But I mean</p> <p>20 we're ordered to attend March 2nd.</p> <p>21 MR. CLEMM: Well, I -- I --</p> <p>22 THE WITNESS: Right.</p> <p>23 MR. CLEMM: -- just told you not to</p> <p>24 answer the question.</p>
<p style="text-align: right;">Page 111</p> <p>1 for not withdrawing the case sooner, for</p> <p>2 continuing to prosecute the case.</p> <p>3 THE WITNESS: Oh, my client wasn't</p> <p>4 present there and it's not my property and I</p> <p>5 had to check with him. It's -- I couldn't</p> <p>6 withdraw it until the owner of the property</p> <p>7 or my client finally authorized me to do so</p> <p>8 and he did so in coincidence with the 2nd of</p> <p>9 March, 2017.</p> <p>10 BY MR. ACKELSBERG:</p> <p>11 Q. So your --</p> <p>12 A. The answer is I wasn't fully authorized</p> <p>13 to withdraw it until March 2nd.</p> <p>14 Q. What conversations did you have with</p> <p>15 your client prior to March 2nd?</p> <p>16 A. I discussed the final order for the Fair</p> <p>17 Housing Commission and I told him that if we went</p> <p>18 in front of a judge it would be found in judgment</p> <p>19 for defendant based on the final order of the Fair</p> <p>20 Housing Commission.</p> <p>21 Bear with me one second. All the</p> <p>22 parties were advised to the attend the March 2nd</p> <p>23 hearing. That was our business in attending it on</p> <p>24 March 2nd. Section J -- 13J of this order</p>	<p style="text-align: right;">Page 113</p> <p>1 THE WITNESS: Sorry.</p> <p>2 MR. CLEMM: Wait until the next</p> <p>3 question comes.</p> <p>4 MR. ACKELSBERG: And the basis for</p> <p>5 that refusal to answer is?</p> <p>6 MR. CLEMM: Is that -- is that -- I</p> <p>7 think, first of all, I think it may be -- it</p> <p>8 may not be relevant ultimately to -- to the</p> <p>9 case, which I understand relevancy is not in</p> <p>10 and of itself an objection to a deposition,</p> <p>11 but I have to be cognizant of the fact that</p> <p>12 it's an area which -- which potentially</p> <p>13 requires my client to weigh ethical</p> <p>14 responsibilities against which you're</p> <p>15 perceiving to be some legal obligations to</p> <p>16 take steps in the municipal court.</p> <p>17 So even though he's an attorney,</p> <p>18 that calls for the kind of legal opinion or</p> <p>19 legal decision which goes beyond his</p> <p>20 particular expertise.</p> <p>21 MR. ACKELSBERG: What goes beyond</p> <p>22 his expertise?</p> <p>23 MR. CLEMM: He's a collection</p> <p>24 lawyer. He is a -- represents landlords and</p>

BART E. LEVY

<p style="text-align: right;">Page 114</p> <p>1 tenants. He's not an expert in ethical</p> <p>2 matters. He's not an expert in</p> <p>3 disciplinary -- the disciplinary code and so</p> <p>4 this goes beyond the scope of what he is</p> <p>5 capable of opining regarding.</p> <p>6 BY MR. ACKELSBURG:</p> <p>7 Q. Let's just circle back. When you got</p> <p>8 the final order of the Fair Housing Commission,</p> <p>9 you knew that if this case went to trial a</p> <p>10 favorable decision would be found for the</p> <p>11 defendants?</p> <p>12 A. False. This order holds out the</p> <p>13 possibility that we could have gotten the</p> <p>14 certificate and presented it to the tenant before</p> <p>15 coming back to court on March 2nd. We could have</p> <p>16 had every right to proceed on March 2nd.</p> <p>17 Q. Let's go back to the Complaint, Levy 1.</p> <p>18 Did the Fair Housing Commission</p> <p>19 find that any rent was owed -- sorry, so we're at</p> <p>20 Levy 1. Can you go to paragraph 7?</p> <p>21 A. Right.</p> <p>22 Q. Did the Fair Housing Commission make a</p> <p>23 determination about September's rent?</p> <p>24 A. Yeah.</p>	<p style="text-align: right;">Page 116</p> <p>1 client?</p> <p>2 A. No.</p> <p>3 Q. So what was the basis for continuing a</p> <p>4 lawsuit against them -- against Ms. Martin and</p> <p>5 Mr. Sampson?</p> <p>6 A. As I explained to you, I didn't get</p> <p>7 authorization to dismiss it except from my client.</p> <p>8 That's the only way we could.</p> <p>9 Second, the Fair Housing Commission</p> <p>10 held out the distinct possibility that we</p> <p>11 could collect rent any time after we got the</p> <p>12 certificate. So while not a great chance, there's</p> <p>13 an excellent chance that between February 7 and</p> <p>14 March 2nd, almost a month, we could have gotten in</p> <p>15 there, made the corrections, gotten cleared and</p> <p>16 got a certificate, at which point we could have</p> <p>17 proceeded for March's rent.</p> <p>18 March 2nd wasn't picked by me. It</p> <p>19 was picked by the court or by us. But it's a</p> <p>20 different month than this and there was every</p> <p>21 chance that we could have been entitled to March's</p> <p>22 rent.</p> <p>23 Q. So you think you could have pursued the</p> <p>24 action for some rent that was not yet owed?</p>
<p style="text-align: right;">Page 115</p> <p>1 MR. CLEMM: At what point?</p> <p>2 BY MR. ACKELSBURG:</p> <p>3 Q. In their final order. In its final</p> <p>4 order.</p> <p>5 A. Yes.</p> <p>6 Q. And what was that determination?</p> <p>7 A. No rent is due.</p> <p>8 Q. Did they make a determination about</p> <p>9 October's rent?</p> <p>10 A. Yes.</p> <p>11 Q. What was that determination?</p> <p>12 A. No rent is due.</p> <p>13 Q. How about November 2016, did they make a</p> <p>14 determination?</p> <p>15 A. Yes.</p> <p>16 Q. What was that determination?</p> <p>17 A. That no rent is due.</p> <p>18 Q. So what's the basis for continuing this</p> <p>19 action if no rent is due?</p> <p>20 A. When?</p> <p>21 Q. You received the notice from the Fair</p> <p>22 Housing Commission; correct?</p> <p>23 A. Right.</p> <p>24 Q. At that point, was any rent owed to your</p>	<p style="text-align: right;">Page 117</p> <p>1 A. Yes, because the Complaint says on the</p> <p>2 face of it ongoing rent. Right here.</p> <p>3 Q. None of which was owed?</p> <p>4 A. Until we got the certificate.</p> <p>5 Q. Which you did not have?</p> <p>6 A. We did ultimately get one and you know</p> <p>7 it.</p> <p>8 Q. As of the date of the final order, did</p> <p>9 you have -- did you have --</p> <p>10 A. No.</p> <p>11 Q. -- one?</p> <p>12 Okay. So as of the date of the</p> <p>13 final order, you had no -- no rent was due;</p> <p>14 correct?</p> <p>15 A. What's your question?</p> <p>16 Q. As of the date of the final order, no</p> <p>17 rent was due; correct?</p> <p>18 A. It might have been later that day, but</p> <p>19 not the morning of the hearing, no. Or not --</p> <p>20 not -- not -- not in the beginning when I got it,</p> <p>21 but it could have been due the next day.</p> <p>22 Q. Was it due the next day?</p> <p>23 A. No, but it could have been.</p> <p>24 Q. Did you withdraw the Complaint the next</p>

BART E. LEVY

Page 118	Page 120
<p>1 day?</p> <p>2 A. Of course not.</p> <p>3 Q. That was --</p> <p>4 A. That was March 2nd.</p> <p>5 Q. When did your client download a</p> <p>6 Certificate of Rental Suitability from the City?</p> <p>7 A. I don't remember.</p> <p>8 Q. Can you please turn to Levy 33?</p> <p>9 A. Right.</p> <p>10 Q. Let me know when you've had a chance to</p> <p>11 look that over?</p> <p>12 A. Right.</p> <p>13 Q. What is Levy 33?</p> <p>14 A. It's a Certificate of Rental</p> <p>15 Suitability.</p> <p>16 Q. Was this the first Certificate of Rental</p> <p>17 Suitability that your clients acquired?</p> <p>18 A. I don't know.</p> <p>19 Q. What's the date that it was issued?</p> <p>20 A. March 31st.</p> <p>21 Q. You don't have in your possession a</p> <p>22 Certificate of Rental Suitability dated earlier</p> <p>23 than March 31st; correct?</p> <p>24 A. Not for this property, no.</p>	<p>1 BY MR. ACKELSBERG:</p> <p>2 Q. Did you provide this document to your</p> <p>3 attorney?</p> <p>4 A. Yes.</p> <p>5 Q. But you don't know what it is?</p> <p>6 A. I believe it's an appendage of another</p> <p>7 document.</p> <p>8 Q. What document?</p> <p>9 A. You might have mixed the order up. I</p> <p>10 don't know.</p> <p>11 Q. Well, go ahead and look at the order.</p> <p>12 They're Bates stamped by your attorneys and tell</p> <p>13 me if you think something is out of order. And</p> <p>14 I'm not trying to be difficult, I'm just trying to</p> <p>15 understand what exactly the document is that</p> <p>16 you've provided.</p> <p>17 MR. CLEMM: Well, he already said.</p> <p>18 It may be --</p> <p>19 THE WITNESS: I don't know.</p> <p>20 MR. CLEMM: You know, when you</p> <p>21 print something out on your phone and in all</p> <p>22 candor trying to produce everything that he</p> <p>23 had on his phone, he printed -- he printed</p> <p>24 pages out. It could be the next page, which</p>
Page 119	Page 121
<p>1 Q. So from the time of the Fair Housing</p> <p>2 Commission final order to the time you withdrew</p> <p>3 the case, your clients had no legal entitlement to</p> <p>4 collect rent; is that true?</p> <p>5 A. True.</p> <p>6 Q. Can you turn to Levy 35, please?</p> <p>7 A. Yeah.</p> <p>8 Q. And, again, this is a document that you</p> <p>9 handed over in discovery; correct?</p> <p>10 A. Yes.</p> <p>11 Q. What is Levy 35?</p> <p>12 A. I don't know. It says sent from my</p> <p>13 iPhone and there's a code number on top. And it</p> <p>14 says page one.</p> <p>15 Q. And you don't know what this document</p> <p>16 is?</p> <p>17 A. I wouldn't be surprised if it is part of</p> <p>18 this here. It might have come out in the process</p> <p>19 of printing the certificate or it might have been</p> <p>20 the lead in page to the page after it. I don't</p> <p>21 know its significance.</p> <p>22 MR. FLITTER: What number is this?</p> <p>23 MR. CLEMM: Thirty-five.</p> <p>24 MR. FLITTER: Thirty-five.</p>	<p>1 sent the identifier for something that he may</p> <p>2 have sent by phone. It may have been the</p> <p>3 preceding page or page prior to this, you</p> <p>4 know, Levy 36. He's already said that.</p> <p>5 If you have anything to add to</p> <p>6 that, go ahead and add it. If you've already</p> <p>7 answered the question to the best of your</p> <p>8 ability, then you can tell Counsel that.</p> <p>9 THE WITNESS: I've answered you to</p> <p>10 the best of my ability.</p> <p>11 BY MR. ACKELSBERG:</p> <p>12 Q. You said you have access to all inbound</p> <p>13 and outbound emails sent to your office; correct?</p> <p>14 A. Yes.</p> <p>15 Q. What did you do to search those emails</p> <p>16 for relevant documents in this matter?</p> <p>17 A. Well, I answered this about an hour ago</p> <p>18 or two hours ago. We would use the known email</p> <p>19 addresses that we have from our clients and then</p> <p>20 we would do things called keyword searches.</p> <p>21 Q. And you did those keyword searches?</p> <p>22 A. Certainly.</p> <p>23 Q. And what keywords did you use?</p> <p>24 A. I don't recall.</p>

BART E. LEVY

<p style="text-align: right;">Page 122</p> <p>1 Q. Were there any documents turned over to</p> <p>2 your attorneys that were not produced here?</p> <p>3 A. No.</p> <p>4 Q. Did you search for each email to and</p> <p>5 from the specific email addresses of your clients?</p> <p>6 A. Yes.</p> <p>7 Q. And that would be</p> <p>8 luzmerynoa@hotmail.com?</p> <p>9 A. I think so, yeah.</p> <p>10 Q. You think so. Do you know whether you</p> <p>11 searched for all emails to and from that email</p> <p>12 address?</p> <p>13 A. Well, we were instructed to as part of</p> <p>14 discovery. There's no reason I wouldn't. I'm</p> <p>15 pretty -- I'm reasonably certain we did.</p> <p>16 Q. Did you search for any emails sent to</p> <p>17 and from more35auto@hotmail.com?</p> <p>18 A. I don't know.</p> <p>19 Q. Can you turn to the answer you filed?</p> <p>20 MR. ACKELSBURG: Do you have a copy</p> <p>21 of that? I think I have some additional</p> <p>22 copies. I have an additional copy if you</p> <p>23 need it.</p> <p>24 THE WITNESS: Okay.</p>	<p style="text-align: right;">Page 124</p> <p>1 themselves or the plaintiffs -- result of the</p> <p>2 plaintiff's own inactions -- actions inactions</p> <p>3 and/or conduct.</p> <p>4 A. Uh-huh.</p> <p>5 Q. What actions are you referring to there?</p> <p>6 A. The fact that they remained in</p> <p>7 leasehold.</p> <p>8 Q. I don't understand. What do you mean</p> <p>9 the fact that they remained in the leasehold?</p> <p>10 A. Plaintiff's damages and losses were</p> <p>11 caused in whole or in part by every moment they</p> <p>12 remained the leasehold after they determined it</p> <p>13 was unfit for them.</p> <p>14 Q. Any other actions that you're referring</p> <p>15 to there?</p> <p>16 A. Not that I can recall at this point, no.</p> <p>17 Q. Can you turn to affirmative defense 14?</p> <p>18 A. Uh-huh.</p> <p>19 Q. And for the record we're on the</p> <p>20 Complaint, page 11.</p> <p>21 MR. CLEMM: Answer to the</p> <p>22 Complaint?</p> <p>23 MR. ACKELSBURG: Answer to the</p> <p>24 Complaint. I apologize. Thank you.</p>
<p style="text-align: right;">Page 123</p> <p>1 BY MR. ACKELSBURG:</p> <p>2 Q. So we're looking at the answer you filed</p> <p>3 in this matter; correct?</p> <p>4 A. Yes.</p> <p>5 Q. Can you turn to page 9?</p> <p>6 A. All right.</p> <p>7 Q. And for the record we're looking at a</p> <p>8 document that at the top says Case 2:17-cv-01139</p> <p>9 Document 8 filed 8/15/17 and page 9 of 15.</p> <p>10 So the fourth affirmative defense</p> <p>11 says that plaintiff's complaint is barred in whole</p> <p>12 or part by the statute of limitations.</p> <p>13 Correct?</p> <p>14 A. Yes.</p> <p>15 Q. What facts are you relying on for that</p> <p>16 affirmative defense?</p> <p>17 A. I don't recall. It was after</p> <p>18 consultation with counsel.</p> <p>19 Q. Can you turn to page 10 of your answer?</p> <p>20 And affirmative defense 9. Let me know when</p> <p>21 you're there.</p> <p>22 A. Right.</p> <p>23 Q. Plaintiff's damages or losses, if any,</p> <p>24 were caused in whole or in part by plaintiffs</p>	<p style="text-align: right;">Page 125</p> <p>1 BY MR. ACKELSBURG:</p> <p>2 Q. Plaintiffs claims in the Complaint</p> <p>3 against answering defendants are barred in whole</p> <p>4 or in part by superseding and/or intervening</p> <p>5 causes.</p> <p>6 What superseding causes are you</p> <p>7 referring to there?</p> <p>8 A. This was an answer developed after</p> <p>9 consultation with counsel.</p> <p>10 Q. Are you aware of any superseding causes?</p> <p>11 A. Not that I can recall, no. Not today.</p> <p>12 Q. Are you aware of any intervening causes?</p> <p>13 A. Not that I can recall today, no.</p> <p>14 Q. Affirmative defense 19 on the same page</p> <p>15 the answer to the Complaint, let me know when</p> <p>16 you're there.</p> <p>17 A. Yes.</p> <p>18 Q. Answering defendants have the right to</p> <p>19 rely upon the representations of their clients in</p> <p>20 the prosecution of the underlying action?</p> <p>21 A. Yes.</p> <p>22 Q. What representations were those?</p> <p>23 A. The averments in the original Complaint.</p> <p>24 Q. Specifically what representations are</p>

BART E. LEVY

Page 126	Page 128
<p>1 you referring to?</p> <p>2 A. Every single representation.</p> <p>3 Q. Tell me what those representations are.</p> <p>4 A. The rent was not paid. The place -- my</p> <p>5 client believed that the place was fit as</p> <p>6 intended, that my client believed that there were</p> <p>7 no outstanding L&I violations. I don't recall</p> <p>8 anymore.</p> <p>9 Q. Are there any other representations that</p> <p>10 --</p> <p>11 A. Possibly.</p> <p>12 Q. Let me finish my question. Did you rely</p> <p>13 on any other representations of your clients in</p> <p>14 the prosecution of the underlying action?</p> <p>15 A. I believe so, but I can't recall them</p> <p>16 now.</p> <p>17 Q. Can you turn to page 12 of your answer,</p> <p>18 please, and turn to affirmative defense 23?</p> <p>19 A. Uh-huh.</p> <p>20 Q. Are you there?</p> <p>21 A. Yes.</p> <p>22 Q. You plead the Pennsylvania Rules of</p> <p>23 Professional Conduct as a full or partial defense</p> <p>24 to the Complaint?</p>	<p>1 Q. And what were those conversations?</p> <p>2 A. Confidential.</p> <p>3 Q. Did you execute an attorney-client</p> <p>4 waiver with your client here?</p> <p>5 A. Did I what?</p> <p>6 Q. Did you execute a waiver of</p> <p>7 attorney-client privilege with your client?</p> <p>8 A. I don't believe I did, no.</p> <p>9 Q. So that I'm clear, are you unwilling to</p> <p>10 disclose the subject matter -- the substance of</p> <p>11 those conversations with your clients?</p> <p>12 A. Only confidential stuff.</p> <p>13 Q. What's the confidential stuff?</p> <p>14 A. I can't tell you. It's confidential.</p> <p>15 Q. Okay. Can you --</p> <p>16 MR. CLEMM: Just I'm going to put</p> <p>17 on the record that his client is not here to</p> <p>18 waive the attorney-client privilege. It's</p> <p>19 his client's privilege, so as a matter of</p> <p>20 professional conduct, he can't waive it</p> <p>21 himself.</p> <p>22 MR. ACKELSBURG: Right.</p> <p>23 MR. CLEMM: So he's already</p> <p>24 testified to a couple of things that were</p>
Page 127	Page 129
<p>1 A. Yes.</p> <p>2 Q. Which rules specifically?</p> <p>3 A. I don't recall, but essentially I'm</p> <p>4 relying on my client's averments that they gave me</p> <p>5 in filing this Complaint and their discussions</p> <p>6 with me were confidential too.</p> <p>7 Q. I'm sorry. What was that last -- that</p> <p>8 last piece?</p> <p>9 A. I relied on conversations that I had</p> <p>10 with my client with respect to this case, which</p> <p>11 are confidential and to that and for other reasons</p> <p>12 I can't recall at the moment. That's the reason</p> <p>13 for our affirmative defense and basis for</p> <p>14 professional conduct.</p> <p>15 Q. You can't recall. I'm not sure I</p> <p>16 understand. So you had -- what you're terming</p> <p>17 confidential discussions with your client;</p> <p>18 correct?</p> <p>19 A. Yes.</p> <p>20 Q. And do you recall those conversations?</p> <p>21 A. I do.</p> <p>22 Q. And you recall the substance of those</p> <p>23 conversations?</p> <p>24 A. I do.</p>	<p>1 discussed between him and his client, but I</p> <p>2 think at this point, given his concern with</p> <p>3 that, that he's maybe -- with regard to</p> <p>4 matters that have not been discussed, he is</p> <p>5 going to wait until he hears from his client</p> <p>6 as to whether or not the client is willing to</p> <p>7 waive privilege.</p> <p>8 BY MR. ACKELSBURG:</p> <p>9 Q. Can you turn to the answers to the</p> <p>10 interrogatories that were served in this matter?</p> <p>11 And I have a copy for you here.</p> <p>12 A. Okay. Right.</p> <p>13 Q. And for the record, we're looking at the</p> <p>14 answers and objections to plaintiff's first set of</p> <p>15 interrogatories; correct?</p> <p>16 A. Okay.</p> <p>17 Q. And you verified these; is that right?</p> <p>18 A. I did.</p> <p>19 Q. Can you turn to interrogatory and answer</p> <p>20 ten, please?</p> <p>21 A. Right.</p> <p>22 Q. What is your answer to that</p> <p>23 interrogatory?</p> <p>24 A. Client was asked whether he was aware of</p>

BART E. LEVY

Page 130	Page 132
<p>1 any violations and the client said no.</p> <p>2 Q. And what's your answer to 11 on the same</p> <p>3 page?</p> <p>4 A. Plaintiff was asked whether the</p> <p>5 leasehold was fit for intended purposes and the</p> <p>6 client said yes.</p> <p>7 Q. Can you turn to 14, please?</p> <p>8 A. Right.</p> <p>9 Q. You made a series of objections to</p> <p>10 interrogatory 14. After your objections, what's</p> <p>11 your answer?</p> <p>12 A. It's the same as the other two. Client</p> <p>13 was asked whether he was aware of any violations</p> <p>14 and the client said no. And the client was asked</p> <p>15 whether the lease was fit for its intended purpose</p> <p>16 and the client said yes.</p> <p>17 Q. And what's your answer to interrogatory</p> <p>18 15?</p> <p>19 A. An interview regarding this eviction was</p> <p>20 held with the client. The client told defendants</p> <p>21 that the plaintiffs failed to pay rent. There was</p> <p>22 no reason to disbelieve the client and no proof of</p> <p>23 payment of rent was ever received from the</p> <p>24 plaintiffs.</p>	<p>1 little slower.</p> <p>2 THE WITNESS: I'm sorry.</p> <p>3 MR. CLEMM: She can't take it down</p> <p>4 that fast. Start again.</p> <p>5 THE WITNESS: After the letter was</p> <p>6 received, defendants consulted with the</p> <p>7 client and advised them of possible</p> <p>8 affirmative defenses the tenants might bring</p> <p>9 and that, comma, based on the findings of the</p> <p>10 Fair Housing Commission, comma, the landlord</p> <p>11 tenant complaint might have to be withdrawn.</p> <p>12 MR. ACKELSBURG: So, Marc, based on</p> <p>13 those six answers, you don't think he has put</p> <p>14 attorney-client communications at issue in</p> <p>15 this case?</p> <p>16 MR. CLEMM: That he has pled</p> <p>17 attorney-client --</p> <p>18 MR. ACKELSBURG: No, that he has</p> <p>19 put them at issue, that issue of exception to</p> <p>20 attorney-client privilege.</p> <p>21 MR. CLEMM: I can read the answers</p> <p>22 to interrogatories. So while you certainly</p> <p>23 can take the position that based upon those</p> <p>24 answers he -- he has -- he has somehow waived</p>
Page 131	Page 133
<p>1 Q. And what's your answer to interrogatory</p> <p>2 number 16?</p> <p>3 A. Plaintiff's counsel spoke to defense</p> <p>4 before March 2, 2017. Based on this conversation,</p> <p>5 defendants advised their client that at some point</p> <p>6 after the final order of the Fair Housing</p> <p>7 Commission he might have to withdraw the</p> <p>8 Complaint. Defendant's client ultimately gave</p> <p>9 defendants authority to withdraw the case on</p> <p>10 March 2nd.</p> <p>11 Q. And your response to interrogatory 18?</p> <p>12 A. This is an attempt to collect a debt --</p> <p>13 Q. No, the -- just your response.</p> <p>14 A. Just my response?</p> <p>15 Q. Just your answer.</p> <p>16 A. I'm sorry.</p> <p>17 After the letter was received,</p> <p>18 defendants consulted with their client, advised</p> <p>19 them of the possible affirmative defenses the</p> <p>20 tenants might bring and that based on the findings</p> <p>21 of the Fair Housing Commission, the landlord</p> <p>22 tenant complaint --</p> <p>23 THE COURT REPORTER: I'm sorry.</p> <p>24 MR. CLEMM: You have to read a</p>	<p>1 the right to assert the attorney-client</p> <p>2 privilege, it's really not his right to</p> <p>3 assert.</p> <p>4 So given that -- I understand what</p> <p>5 is in the answers to interrogatories, but it</p> <p>6 doesn't prevent him from, in this deposition,</p> <p>7 indicating that he's not comfortable with</p> <p>8 responding to questions beyond what's in</p> <p>9 these answers without discussing with his</p> <p>10 client whether or not the client is willing</p> <p>11 to waive the attorney-client privilege since</p> <p>12 it's the client's privilege to waive.</p> <p>13 BY MR. ACKELSBURG:</p> <p>14 Q. Did you discuss waiving attorney-client</p> <p>15 privilege in response to interrogatory ten were</p> <p>16 you said client was asked whether he was aware of</p> <p>17 any violation and the client said no?</p> <p>18 MR. CLEMM: Discussed with whom?</p> <p>19 With his attorney.</p> <p>20 BY MR. ACKELSBURG:</p> <p>21 Q. Did you discuss those with your clients?</p> <p>22 MR. CLEMM: You can say yes or no</p> <p>23 if you discussed it with your clients -- if</p> <p>24 you had discussions with your client. At</p>

BART E. LEVY

<p style="text-align: right;">Page 134</p> <p>1 this point if you're not comfortable with</p> <p>2 revealing the nature of the discussions, you</p> <p>3 can then -- we can assert the attorney-client</p> <p>4 privilege until the client waives it, but you</p> <p>5 can answer yes or no to that question.</p> <p>6 Did you have discussions with your</p> <p>7 client about waiving the attorney-client</p> <p>8 privilege?</p> <p>9 THE WITNESS: No, he was simply</p> <p>10 asked as it said here whether he was aware of</p> <p>11 any violations and he said no.</p> <p>12 MR. CLEMM: No, you have to listen</p> <p>13 to the question. The question was: Did you</p> <p>14 have discussions with your clients, who are</p> <p>15 the plaintiffs --</p> <p>16 THE WITNESS: No.</p> <p>17 MR. CLEMM: -- in the municipal</p> <p>18 court case, whether or not you would -- the</p> <p>19 attorney-client privilege could be waived.</p> <p>20 THE WITNESS: No.</p> <p>21 MR. ACKELSBURG: And so that</p> <p>22 I understand your position, you think that</p> <p>23 you can rely on -- on attorney-client</p> <p>24 privilege -- we literally have quotation</p>	<p style="text-align: right;">Page 136</p> <p>1 not really in a position to waive the</p> <p>2 privilege on behalf of his clients. He's</p> <p>3 told you he has not had that discussion with</p> <p>4 them yet and at some point he certainly will</p> <p>5 and if at that point there are further</p> <p>6 questions, then perhaps you will ask those</p> <p>7 questions.</p> <p>8 But at this point, my understanding</p> <p>9 is, unless you want me to have a conversation</p> <p>10 with him now, privately, to see whether or</p> <p>11 not that's something that we can go ahead and</p> <p>12 answer, he's not comfortable with proceeding</p> <p>13 to continue to answer those questions.</p> <p>14 MR. ACKELSBURG: Why don't you guys</p> <p>15 have that conversation because it's hard for</p> <p>16 me to understand. And I understand you're</p> <p>17 new counsel, you aren't responsible for these</p> <p>18 answers, I'm not sure I understand how we</p> <p>19 have quotations from his client and then an</p> <p>20 assertion of attorney-client privilege. We</p> <p>21 have direct quotes from his client here. So</p> <p>22 why don't you all have that conversation.</p> <p>23 We'll step out.</p> <p>24 - - -</p>
<p style="text-align: right;">Page 135</p> <p>1 marks here.</p> <p>2 MR. CLEMM: Where?</p> <p>3 MR. ACKELSBURG: In the -- in his</p> <p>4 responses characterizing his client's</p> <p>5 responses and your position is that you can</p> <p>6 submit the responses that you think</p> <p>7 appropriate? Direct quotes from his client</p> <p>8 and then decide what of that discussion is</p> <p>9 not appropriate?</p> <p>10 THE WITNESS: I wasn't quoting my</p> <p>11 client.</p> <p>12 MR. CLEMM: Wait, wait.</p> <p>13 You have to listen to what I said.</p> <p>14 I am very aware of what the answers to the</p> <p>15 interrogatories were. I'm also very aware of</p> <p>16 the position that you can take with regard to</p> <p>17 those answers to interrogatories, okay, and</p> <p>18 what they mean.</p> <p>19 But what you have to understand is</p> <p>20 that at this point in time he has new counsel</p> <p>21 and there is a concern about whether or not</p> <p>22 the attorney-client privilege can be waived</p> <p>23 under these circumstances since it's the</p> <p>24 client's privilege to waive. Okay? He is</p>	<p style="text-align: right;">Page 137</p> <p>1 (Whereupon the deposition was</p> <p>2 recessed from 2:02 to 2:13 p.m.)</p> <p>3 - - -</p> <p>4 MR. CLEMM: Okay. So we made the</p> <p>5 effort to contact the plaintiff in the</p> <p>6 municipal court action so that my client</p> <p>7 would be comfortable with discussing matters</p> <p>8 that are -- would otherwise be subject to the</p> <p>9 attorney-client privilege, which typically</p> <p>10 only the client can waive, and we were unable</p> <p>11 to reach him. We left a message and if</p> <p>12 there's a call back, we'll let you know.</p> <p>13 But in the meantime, if there are</p> <p>14 matters that go beyond the scope of what was</p> <p>15 in the answers to interrogatories, then my</p> <p>16 client is not comfortable responding to those</p> <p>17 questions which would require him to</p> <p>18 otherwise disclose attorney-client privileged</p> <p>19 communications and if at some point you make</p> <p>20 an argument to a judge that you think the</p> <p>21 door was opened and that there's further</p> <p>22 inquiry that you'd like to make, then I guess</p> <p>23 you'll do that.</p> <p>24 MR. ACKELSBURG: Okay. Understood.</p>

BART E. LEVY

Page 138	Page 140
<p>1 And, you know, you'll let us know when you</p> <p>2 hear back and we will obviously -- we're</p> <p>3 going to make that motion to the judge.</p> <p>4 MR. CLEMM: Okay.</p> <p>5 MR. ACKELSBURG: And if you let us</p> <p>6 know in the meantime, we can discuss it here.</p> <p>7 BY MR. ACKELSBURG:</p> <p>8 Q. Mr. Levy, when we left off we were</p> <p>9 looking at your answer and new matters. If you</p> <p>10 could, could you turn back to that answer, page</p> <p>11 12.</p> <p>12 A. Yes.</p> <p>13 Q. Plaintiff's -- I'm sorry, we're at --</p> <p>14 just for the record we're at affirmative defense</p> <p>15 25. Are you there?</p> <p>16 A. Uh-huh.</p> <p>17 Q. Is that a yes?</p> <p>18 A. I'm sorry, what's your question?</p> <p>19 Q. Are you at affirmative defense 25?</p> <p>20 A. Yes.</p> <p>21 Q. Plaintiffs may have already entered into</p> <p>22 a release and/or voluntary discharge with other</p> <p>23 individuals, entities or judicial bodies which may</p> <p>24 have the effect of discharging any liability of</p>	<p>1 MR. CLEMM: It says any alleged</p> <p>2 error. It says any such error, but it says</p> <p>3 any alleged violation.</p> <p>4 THE WITNESS: I can't recall any at</p> <p>5 this time.</p> <p>6 BY MR. ACKELSBURG:</p> <p>7 Q. What error were you trying to avoid?</p> <p>8 A. I don't recall.</p> <p>9 Q. What written procedures do you have that</p> <p>10 are reasonably adapted to avoid a debt collection</p> <p>11 error?</p> <p>12 A. I have a training manual that I give my</p> <p>13 paralegals where it trains them to do this stuff.</p> <p>14 I have a work flow log that I check the averments</p> <p>15 of the landlord tenant complaints and I check them</p> <p>16 again after the Complaint is made before we go to</p> <p>17 court.</p> <p>18 Q. Why didn't you provide that training</p> <p>19 manual in discovery?</p> <p>20 A. I don't know. I don't know that it was</p> <p>21 asked for.</p> <p>22 Q. Can you turn to -- sorry, give me one</p> <p>23 moment. The request -- your responses to the</p> <p>24 request for production of documents.</p>
Page 139	Page 141
<p>1 answering defendants. To the extent that facts</p> <p>2 that develop in future discovery may implicate.</p> <p>3 Do you know of any release today</p> <p>4 that would have the effect of discharging any of</p> <p>5 your liability?</p> <p>6 A. Not yet.</p> <p>7 Q. Is that a no?</p> <p>8 A. Yes, but we haven't deposed the</p> <p>9 plaintiffs yet.</p> <p>10 Q. Today do you know of any voluntary</p> <p>11 discharge --</p> <p>12 A. No.</p> <p>13 Q. -- which may have the effect of</p> <p>14 discharging any of your liability?</p> <p>15 A. No.</p> <p>16 Q. Can you turn to Page 13 of your answer?</p> <p>17 A. Right.</p> <p>18 Q. It says pursuant to 15 US code section</p> <p>19 1692 KC, any alleged violation was unintentional,</p> <p>20 a bona fide error and defendants maintained</p> <p>21 procedures reasonably adapted to avoid any such</p> <p>22 error.</p> <p>23 A. Uh-huh, yes.</p> <p>24 Q. What error are you referring to here?</p>	<p>1 A. Uh-huh.</p> <p>2 Q. Do you have that?</p> <p>3 A. I don't.</p> <p>4 MR. CLEMM: We do not have that.</p> <p>5 MR. ACKELSBURG: That's somewhere.</p> <p>6 THE WITNESS: But, again, this</p> <p>7 wouldn't be a manual for my training.</p> <p>8 MR. CLEMM: Do you have an extra</p> <p>9 one? Thanks.</p> <p>10 BY MR. ACKELSBURG:</p> <p>11 Q. Was the filing of the underlying</p> <p>12 landlord tenant complaint something that was</p> <p>13 prohibited by the training manual?</p> <p>14 A. I don't understand your question.</p> <p>15 Q. Would the procedures of the training</p> <p>16 manual, to the extent they were followed, have</p> <p>17 prevented you from filing this action?</p> <p>18 A. No. In November of 2016, no.</p> <p>19 Q. When did you develop this training</p> <p>20 manual?</p> <p>21 A. Over the last five years.</p> <p>22 Q. Can you turn to your response to request</p> <p>23 for production of documents 15?</p> <p>24 A. Right.</p>

BART E. LEVY

Page 142	Page 144
<p>1 Q. Request for protection of document 2 number 15 asks for any document related to the 3 procedures defendants maintain or maintained to 4 avoid any bona fide errors in the collection of 5 debts including documents related to the 6 underlying November 7, 2016 letter sent to 7 plaintiffs -- 8 A. Right. 9 Q. -- and the November 8, 2016 eviction 10 complaint filed against plaintiffs; correct? 11 A. Yeah. 12 Q. Okay. So is there a reason you didn't 13 provide your training manual in discovery? 14 A. It didn't fit this description at all. 15 Q. So your training manual -- let me make 16 the record very clear here. So your training 17 manual is not related -- 18 A. Training manual for paralegals by the 19 way. 20 Q. So your training manual for 21 paralegals -- 22 A. Right. 23 Q. -- is not related to the procedures 24 reasonably adapted to avoid any error in debt</p>	<p>1 your question precisely. I just don't know 2 without a copy in front of me. 3 Q. You also identify a work flow log? 4 A. Yes. 5 Q. You did not produce the work flow log in 6 discovery; is that correct? 7 A. Right. It's an electronic document. I 8 would have to basically copy and paste it to a PDF 9 or something. 10 Q. Is there a reason you didn't produce it 11 in discovery? 12 A. I don't know. 13 Q. Is it related to procedures reasonably 14 adapted to avoid an error in debt collection? 15 A. I would say no. Procedures to avoid an 16 error in debt collection are the conversation with 17 the client and then, again, double checking my 18 work to make sure either I or one of my employees 19 input it properly. And then having another 20 discussion with the client, you know, if there was 21 an error. So that's the point there of quality 22 control. 23 Q. Is there anything written, are there any 24 procedures written that in November of 2016 you</p>
Page 143	Page 145
<p>1 collection? 2 A. No, that's my job. I ultimately have to 3 do the checking. 4 MR. ACKELSBURG: Marc, will you 5 agree to produce the training manual? 6 MR. CLEMM: Yeah, I'm going to ask 7 you to just give me -- send me an email or 8 something with the documents that you'd like 9 and we'll respond to it. 10 BY MR. ACKELSBURG: 11 Q. So the training manual is not related to 12 procedures reasonably adapted to avoid any such 13 error in debt collection? 14 A. I believe it refers to the work flow 15 log, but it is I who basically have to read and 16 check it. Yeah, we'll produce it for you. 17 Q. So I'm happy that you'll produce it, but 18 I just want to make the record as clear as 19 possible. 20 Does the training manual have 21 procedures that you maintain which are reasonably 22 adapted to avoid any such error in debt 23 collection? 24 A. I'm going to have to check it to answer</p>	<p>1 had adapted to avoid an error in debt collection? 2 A. Yes. 3 Q. And what are those written procedures? 4 A. The conversation with the client before 5 we make the claim. And the conversation 6 afterwards with which we check it. The work flow 7 log and the docket are just tools in doing that, I 8 guess, but that's not in itself the method we use 9 for quality control. They're tools and I suppose 10 I could show you something, but, again, it's no 11 more a part of it than these pens are. 12 Q. You referenced two conversations. I'm 13 just trying to be clear here. Do you have any 14 procedures written down about how you conduct 15 yourself such that they are reasonably adapted to 16 avoid an error in debt collection? 17 A. Written -- 18 Q. Yes, written. 19 A. -- or otherwise? 20 Q. Written procedures. 21 A. Not -- not specifically labeled that, 22 no. 23 Q. I'm not asking about a label. 24 A. It's all done to keep from making</p>

BART E. LEVY

<p style="text-align: right;">Page 146</p> <p>1 errors.</p> <p>2 Q. Bear with me. I'm almost done. I just</p> <p>3 want to see what else I need to ask here.</p> <p>4 MR. CLEMM: He got a call back from</p> <p>5 the prior client.</p> <p>6 Do you want to step outside and</p> <p>7 make the call?</p> <p>8 THE WITNESS: Okay.</p> <p>9 MR. CLEMM: Are you going to</p> <p>10 have --</p> <p>11 MR. ACKELSBERG: That's fine and</p> <p>12 just so that I'm clear, is this Argentina</p> <p>13 Perez Irineo or somebody else?</p> <p>14 MR. CLEMM: I'm not sure it said</p> <p>15 who called back, but it was -- we'll find</p> <p>16 out.</p> <p>17 MR. FLITTER: Do you want us to</p> <p>18 step out?</p> <p>19 MR. ACKELSBERG: I can step out.</p> <p>20 MR. CLEMM: Okay. Why don't you go</p> <p>21 ahead because that way...</p> <p>22 - - -</p> <p>23 (Whereupon the deposition was</p> <p>24 recessed from 2:28 to 2:41 p.m.)</p>	<p style="text-align: right;">Page 148</p> <p>1 A. The first one, I don't -- I couldn't</p> <p>2 tell you I recalled. It could have been just</p> <p>3 casual. It could have been him calling up with an</p> <p>4 order. Sometimes people want to get to know me</p> <p>5 after a couple calls. They check the price.</p> <p>6 Q. Affirmative defense 19 to your answer</p> <p>7 you said answering defendants have the right to</p> <p>8 rely upon the representations of their clients in</p> <p>9 the prosecution of the underlying action.</p> <p>10 A. Yes.</p> <p>11 Q. Okay. So what was each representation?</p> <p>12 A. Well, we'll go through them one at a</p> <p>13 time.</p> <p>14 One, that there was a landlord</p> <p>15 tenant relationship between the parties.</p> <p>16 Argentina, Sampson and Martin.</p> <p>17 Second, that there was a lease and</p> <p>18 it began on a specific date, June 1, 2016 or</p> <p>19 thereabouts I guess. That the rent was 750 a</p> <p>20 month in the lease, that there was a late fee of</p> <p>21 \$50 and the lease called for attorneys fees. And</p> <p>22 that the place was residential, that were in</p> <p>23 compliance. They had a copy of the current</p> <p>24 license, business privilege license.</p>
<p style="text-align: right;">Page 147</p> <p>1 - - -</p> <p>2 MR. ACKELSBERG: So where are we?</p> <p>3 MR. CLEMM: So he has the</p> <p>4 authority -- the client waived the</p> <p>5 attorney-client privilege and -- and just so</p> <p>6 there's no -- just to maybe hopefully</p> <p>7 streamline your questions. The reason he was</p> <p>8 not dealing directly with Argentina is</p> <p>9 because -- well, it is a woman. She doesn't</p> <p>10 speak English. So Hector Martinez is her</p> <p>11 cousin, I think --</p> <p>12 THE WITNESS: Yes.</p> <p>13 MR. CLEMM: -- and he acted on her</p> <p>14 behalf because he was also -- he was the</p> <p>15 translator, but also acting on her behalf.</p> <p>16 So that's why there was a little bit of</p> <p>17 hesitation on who it is he was dealing with.</p> <p>18 And with that having been said, you can ask</p> <p>19 him questions about conversations that they</p> <p>20 had.</p> <p>21 BY MR. ACKELSBERG:</p> <p>22 Q. Okay. Why don't we start from the</p> <p>23 beginning. What is the first conversation that</p> <p>24 you had with Hector Martinez?</p>	<p style="text-align: right;">Page 149</p> <p>1 Four is that it's fit for its</p> <p>2 intended purposes. My client believed that when</p> <p>3 we filed this case. Plaintiff states that Notice</p> <p>4 to Vacate subject premises --</p> <p>5 THE COURT REPORTER: I'm sorry, can</p> <p>6 you slow down?</p> <p>7 THE WITNESS: I'm sorry.</p> <p>8 Number five, the plaintiff states</p> <p>9 that Notice to Vacate the subject premises by</p> <p>10 November 27th was given to the defendant on</p> <p>11 November 7th. And that the defendant is in</p> <p>12 possession of the property and doesn't want</p> <p>13 to voluntarily surrender possession and</p> <p>14 that's pretty much it.</p> <p>15 BY MR. ACKELSBERG:</p> <p>16 Q. Are there any other representations that</p> <p>17 you relied upon?</p> <p>18 A. Likely, but none that I can recall at</p> <p>19 the moment.</p> <p>20 Q. How many conversations total did you</p> <p>21 have with Mrs. Martinez before you filed this</p> <p>22 Complaint?</p> <p>23 A. I don't recall a total. Surely one.</p> <p>24 Q. Did you yourself have that conversation</p>


BART E. LEVY

Page 150	Page 152
<p>1 with him?</p> <p>2 A. I did.</p> <p>3 Q. Can you turn to Levy 4, please?</p> <p>4 A. Yes.</p> <p>5 Q. This is the Notice to Vacate that you</p> <p>6 sent to Ms. Martin and Mr. Sampson; correct?</p> <p>7 A. Yes.</p> <p>8 Q. Is this a form letter that you fill in</p> <p>9 the blanks of?</p> <p>10 A. Partly, yeah.</p> <p>11 Q. What in this letter is unique to a</p> <p>12 particular tenant?</p> <p>13 A. Well, obviously the address, the inside</p> <p>14 address, the reference that we make to the lease's</p> <p>15 address, the addressees name and the dollar</p> <p>16 amount. It might also be another of -- of the</p> <p>17 types of warnings in there, which didn't apply in</p> <p>18 this case, it might be to terminate, which this</p> <p>19 was not, it might be for breach, which this</p> <p>20 happened not to be.</p> <p>21 Q. In this case, the only basis for the</p> <p>22 eviction action was nonpayment of rent; correct?</p> <p>23 A. Yes.</p> <p>24 Q. So if we go back to Levy 4, is the</p>	<p>1 Q. So your testimony is that the second</p> <p>2 time you sued Ms. Martin and Mr. Sampson you</p> <p>3 attached a signed Certificate of Rental</p> <p>4 Suitability?</p> <p>5 A. I believe we did, yeah.</p> <p>6 Q. I'll represent to you I don't think you</p> <p>7 did, but how did you come into possession of this</p> <p>8 document?</p> <p>9 MR. CLEMM: What document?</p> <p>10 MR. ACKELSBURG: I'm sorry.</p> <p>11 BY MR. ACKELSBURG:</p> <p>12 Q. How did you come into possession of the</p> <p>13 Certificate of Rental Suitability labeled Levy 33?</p> <p>14 A. I don't recall whether it was printed at</p> <p>15 my office or whether the client faxed it to me or</p> <p>16 sent it to me.</p> <p>17 Q. Well, there's no fax heading on this</p> <p>18 document; correct?</p> <p>19 A. That's right.</p> <p>20 Q. When you say you printed it at your</p> <p>21 office, do you mean you yourself went onto the</p> <p>22 City of Philadelphia's website and downloaded the</p> <p>23 Certificate of Rental Suitability?</p> <p>24 A. That could have happened, yes. I know</p>
Page 151	Page 153
<p>1 entire third paragraph, which starts this is an</p> <p>2 attempt to collect a debt, is that a -- is that on</p> <p>3 every Notice to Vacate you send?</p> <p>4 A. Yes.</p> <p>5 Q. Have you ever met Mr. Martinez before</p> <p>6 this matter?</p> <p>7 A. I don't believe so. I've spoken to him.</p> <p>8 He might have been in the office. I don't recall.</p> <p>9 Q. Can you turn back to Levy 33, please?</p> <p>10 A. Right.</p> <p>11 Q. And Levy 33 and Levy 34 look like the</p> <p>12 same document, but I'm not sure. So I'm trying</p> <p>13 to understand if there was a reason they were</p> <p>14 produced twice or it's just an error or if I'm</p> <p>15 missing something about them.</p> <p>16 A. I don't know why two were made.</p> <p>17 Q. Both 33 and 34 are unsigned; correct?</p> <p>18 A. Yes.</p> <p>19 Q. Do you know whether they were ever</p> <p>20 signed?</p> <p>21 A. I do.</p> <p>22 Q. How do you know that?</p> <p>23 A. I presented in the docket the second</p> <p>24 time I sued these folks. You were there.</p>	<p>1 how to do it. I don't recall whether that's the</p> <p>2 case in this case.</p> <p>3 MR. CLEMM: Is there any dispute</p> <p>4 about whether this was issued or not?</p> <p>5 MR. ACKELSBURG: Yes.</p> <p>6 MR. CLEMM: Oh, okay.</p> <p>7 MR. ACKELSBURG: I'm not sure</p> <p>8 whether -- you know, I have to think about</p> <p>9 whether it has an effect on this case or not,</p> <p>10 but yes.</p> <p>11 MR. FLITTER: We're off just a</p> <p>12 minute?</p> <p>13 - - -</p> <p>14 (Whereupon a discussion was</p> <p>15 held off the record.)</p> <p>16 - - -</p> <p>17 BY MR. ACKELSBURG:</p> <p>18 Q. Mr. Levy, can you turn to document</p> <p>19 stamped Levy 64, please?</p> <p>20 A. Right.</p> <p>21 Q. What is this document?</p> <p>22 A. It looks like the declarations page of</p> <p>23 my insurance policy.</p> <p>24 Q. Is there a reason you didn't turn over</p>

BART E. LEVY

Page 154	Page 156
<p>1 the policy itself in discovery?</p> <p>2 A. I don't know. I don't know why we</p> <p>3 wouldn't. It's not a secret.</p> <p>4 Q. Have you yourself ever spoken with Ms.</p> <p>5 Martin?</p> <p>6 A. The defendant?</p> <p>7 Q. The plaintiff in the federal action and</p> <p>8 the defendant in the underlying landlord tenant</p> <p>9 action.</p> <p>10 A. Other than to exchange a courtesy, I</p> <p>11 believe she was always represented by counsel the</p> <p>12 whole time I knew her.</p> <p>13 Q. And have you ever spoken with -- well,</p> <p>14 let me back up. So your only contact with her is</p> <p>15 normal courtesies in court?</p> <p>16 A. I think so. Other than my letter.</p> <p>17 - - -</p> <p>18 (Whereupon Mr. Flitter exited</p> <p>19 the deposition room.)</p> <p>20 - - -</p> <p>21 BY MR. ACKELSBURG:</p> <p>22 Q. Have you ever had any contact other than</p> <p>23 courtesies in court or your letter with</p> <p>24 Mr. Sampson?</p>	<p>1 Q. How do you know that he had that</p> <p>2 conversation?</p> <p>3 A. How did I know I had the conversation?</p> <p>4 Q. Well, you're saying that you dealt with</p> <p>5 Mr. Martinez; correct?</p> <p>6 A. Right.</p> <p>7 Q. Okay. How would Mr. Martinez know</p> <p>8 whether there are violations -- whether there were</p> <p>9 violations at the property?</p> <p>10 A. How would he know? I presume he would</p> <p>11 only know if Argentina Irineo told him.</p> <p>12 Q. How do you know whether she told him or</p> <p>13 not?</p> <p>14 A. I had no reason to dis -- to believe</p> <p>15 that she would conceal anything from him.</p> <p>16 Q. Again, this is not a trick question.</p> <p>17 How do you know those conversations happened?</p> <p>18 What was the conversation between you and</p> <p>19 Mr. Martinez such that you know the conversations</p> <p>20 between Mr. Martinez and Mrs. Perez occurred?</p> <p>21 A. Whether it was November or now, when</p> <p>22 someone calls me up with a lawsuit they want to</p> <p>23 file against another, they're immediately</p> <p>24 impressed with the importance of the task that</p>
Page 155	Page 157
<p>1 A. I don't recall any, no. I don't recall.</p> <p>2 Q. To your knowledge, has anyone employed</p> <p>3 by you had any contact with Mr. Sampson or Ms.</p> <p>4 Martin outside of normal pleasantries in court?</p> <p>5 A. If they were ever a defendant in the</p> <p>6 past in a landlord tenant case, they would have</p> <p>7 gotten a mailer from me, but it wouldn't have been</p> <p>8 directed to them like a letter. I would have been</p> <p>9 just like a flyer, an advertising piece.</p> <p>10 Q. Sorry. This isn't a trick question.</p> <p>11 I'm just trying to establish you and Ms. Martin</p> <p>12 and Mr. Sampson are strangers in effect; correct?</p> <p>13 A. I'm pretty sure we are, yeah.</p> <p>14 Q. You haven't conducted an investigation</p> <p>15 outside of the work of your attorneys here into</p> <p>16 Ms. Martin and Mr. Sampson?</p> <p>17 A. No.</p> <p>18 Q. Okay. Give me one sec.</p> <p>19 A. Sure.</p> <p>20 Q. How do you know Mr. Martinez asked</p> <p>21 Ms. Perez whether there were any violations at the</p> <p>22 property?</p> <p>23 A. We needed Mr. Martinez to talk to Mrs.</p> <p>24 Perez.</p>	<p>1 they're about to assume. And they're just</p> <p>2 questions we ask them just like I did a few</p> <p>3 minutes ago where I called him up and I said I</p> <p>4 need this. And I've got -- you know, on a certain</p> <p>5 basis, I've got to be a good judge of the voice on</p> <p>6 the other end of the phone, but on the other hand</p> <p>7 I just don't get lied to a lot. There's no reason</p> <p>8 to.</p> <p>9 Q. You attached this Complaint, a license;</p> <p>10 correct?</p> <p>11 A. I did.</p> <p>12 Q. And the license which is -- why don't we</p> <p>13 turn to Levy 3?</p> <p>14 A. Right.</p> <p>15 Q. Is this the license you attached to the</p> <p>16 Complaint?</p> <p>17 A. It is.</p> <p>18 Q. And the effective date is October 1,</p> <p>19 2016; correct?</p> <p>20 A. That's correct.</p> <p>21 Q. That's right around the time the</p> <p>22 landlord contacted you; correct?</p> <p>23 A. Yeah.</p> <p>24 Q. Did they get the license because you</p>

BART E. LEVY

<p style="text-align: right;">Page 158</p> <p>1 told them they had to get it to file an eviction?</p> <p>2 A. I don't know whether they had it first</p> <p>3 or not. The idea is I don't know whether this is</p> <p>4 a renewal when I first -- when I first look at it</p> <p>5 or whether it is a brand new license.</p> <p>6 Q. Why didn't you ask them for a copy of an</p> <p>7 earlier license?</p> <p>8 A. At that point all we knew was that the</p> <p>9 court only required a current license to file a</p> <p>10 suit. We never asked for one back then.</p> <p>11 Q. You never asked for licenses that</p> <p>12 proceeded -- strike that.</p> <p>13 You never -- in terms of licenses,</p> <p>14 the only thing you asked for was was there a</p> <p>15 current license as of the time of the eviction</p> <p>16 filing?</p> <p>17 A. Right.</p> <p>18 MR. ACKELSBURG: That's all I have.</p> <p>19 Thank you very much.</p> <p>20 MR. CLEMM: I have no questions.</p> <p>21 - - -</p> <p>22 (Witness excused.)</p> <p>23 - - -</p> <p>24 (Whereupon the deposition was</p>	<p style="text-align: right;">Page 160</p> <p>1</p> <p>2 CERTIFICATE</p> <p>3</p> <p>4 I do hereby certify that I am a Notary Public in</p> <p>5 good standing, that the aforesaid testimony was</p> <p>6 taken before me, pursuant to notice, at the time</p> <p>7 and place indicated; that said deponent was by me</p> <p>8 duly sworn to tell the truth, the whole truth, and</p> <p>9 nothing but the truth; that the testimony of said</p> <p>10 deponent was correctly recorded in machine</p> <p>11 shorthand by me and thereafter transcribed under</p> <p>12 my supervision with computer-aided transcription;</p> <p>13 that the deposition is a true and correct record</p> <p>14 of the testimony given by the witness; and that I</p> <p>15 am neither of counsel nor kin to any party in said</p> <p>16 action, nor interested in the outcome thereof.</p> <p>17</p> <p>18 WITNESS my hand and official seal this</p> <p>19 12th day of October, 2017.</p> <p>20</p> <p>21 </p> <p>22 Dana Marie Trego</p> <p>23</p> <p>24</p>
<p style="text-align: right;">Page 159</p> <p>1 concluded at 3:03 p.m.)</p> <p>2 - - -</p> <p>3</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>	<p style="text-align: right;">Page 161</p> <p>1 INSTRUCTIONS TO WITNESS</p> <p>2</p> <p>3 Please read your deposition over</p> <p>4 carefully and make any necessary corrections. You</p> <p>5 should state the reason in the appropriate space</p> <p>6 on the errata sheet for any corrections that are</p> <p>7 made.</p> <p>8 After doing so, please sign the</p> <p>9 errata sheet and date it.</p> <p>10 You are signing same subject to the</p> <p>11 changes you have noted on the errata sheet, which</p> <p>12 will be attached to your deposition.</p> <p>13 It is imperative that you return</p> <p>14 the original errata sheet to the deposing attorney</p> <p>15 within thirty (30) days of the receipt of the</p> <p>16 deposition transcript by you. If you fail to do</p> <p>17 so, the deposition transcript may be deemed to be</p> <p>18 accurate and may be used in court.</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

BART E. LEVY

<p style="text-align: right;">Page 162</p> <p>1 E R R A T A</p> <p>2 -----</p> <p>3 PAGE LINE CHANGE</p> <p>4 --- -----</p> <p>5 Reason for</p> <p>6 Change:_____</p> <p>7 --- -----</p> <p>8 Reason for</p> <p>9 Change:_____</p> <p>10 --- -----</p> <p>11 Reason for</p> <p>12 Change:_____</p> <p>13 --- -----</p> <p>14 Reason for</p> <p>15 Change:_____</p> <p>16 --- -----</p> <p>17 Reason for</p> <p>18 Change:_____</p> <p>19 --- -----</p> <p>20 Reason for</p> <p>21 Change:_____</p> <p>22 --- -----</p> <p>23 Reason for</p> <p>24 Job No. PA2723193</p> <p>24 Change:_____</p>	<p style="text-align: right;">Page 163</p> <p>1</p> <p>2 ACKNOWLEDGMENT OF DEPONENT</p> <p>3 I, _____, do hereby</p> <p>4 certify that I have read the foregoing pages __</p> <p>5 to __ and that the same is a correct</p> <p>6 transcription of the answers given by me to the</p> <p>7 questions therein propounded, except for the</p> <p>8 corrections or changes in the form or substance,</p> <p>9 if any, noted in the attached Errata Sheet.</p> <p>10 -----</p> <p>11 Date Signature</p> <p>12</p> <p>13 Subscribed and sworn to before me this ____ day</p> <p>14 of _____, 201__.</p> <p>15</p> <p>16</p> <p>17 My commission expires: _____</p> <p>18</p> <p>19</p> <p>20 -----</p> <p>21 Notary Public</p> <p>22</p> <p>23 Job No. PA2723193</p> <p>24</p>
--	---

[& - 78]

Page 1

&	16-11-08-3756	2017 1:8 47:13	34 151:11,17
& 2:8	79:1	48:17 108:15	35 119:6,11
0	1692 64:23 139:19	110:13,14 111:9	36 121:4
01139 1:5 123:8	16th 99:23	131:4 160:13	38 110:2,4
1	17 97:6,10	21 107:23	3:03 159:1
1 81:3,4,10,12,20	1709 2:2	22 107:23	4
81:23 84:6,8 86:6	18 131:11	23 3:10 4:4 98:14	4 89:23 103:20
88:24 89:24	1800 1:20	108:21 109:1	150:3,24
102:21 104:24	1801 1:20	126:18	45 3:12
114:17,20 148:18	19 108:21 109:1	25 3:11 69:11	450 2:8
157:18	125:14 148:6	138:15,19	484-539-1300 2:18
10 123:19	19072 2:9	250 84:17 85:5,13	4:11 69:12
10/17/16 97:6	19103 1:20	85:15	5
101 2:9	19103-1218 2:3	26 107:24	5 3:4 4:14 93:9,14
102 28:14,16,18,20	1916 69:16 70:14	267-546-1316 2:4	93:17 98:10 99:17
102.1 89:3	19462 1:11 2:16	27 84:11,14	100:6,23 101:4
109 3:14 77:18,19	1978 51:19 52:1,9	27th 149:10	107:23
77:22 78:21 79:11	1:22 107:14	28 68:8,17 98:14	50 148:21
82:3,8 84:1	1:46 69:23	28th 64:21	500 84:9 85:21
11 1:8 124:20	1st 77:11,14	2:02 137:2	86:8
130:2	2	2:13 137:2	6
11/16/2016 95:21	2 5:21 7:4 24:20	2:17 1:5 123:8	6 51:20,22 95:5,7
112 4:18	30:11 47:24	2:28 146:24	95:18 97:17 99:17
11:01 74:14	108:15 110:14	2:41 146:24	100:15 101:7,16
11:16 74:14	131:4	2nd 111:8,13,15	107:23
12 107:23 126:17	2/7/17 109:20	111:22,24 112:1,3	6/1/2016 82:1
138:11	201 163:14	112:20 114:15,16	610-822-0782 2:11
12:05 107:14	2016 14:15 41:24	116:14,18 118:4	64 153:19
12th 160:13	42:3,9,11 43:20	131:10	7
13 64:14,16 139:16	44:18 45:7,10	3	7 4:4 6:10 84:8
134 93:21	48:20 52:11,14	3 24:20 69:20,23	93:9,15 97:16,21
13j 111:24	54:4,7,14 58:2	70:11,14,18	98:23 99:4,17
14 124:17 130:7,10	59:7,10 62:7,7,10	157:13	100:11,11,15
143 4:14	62:22 63:1,6,17	3,000 5:21 7:4	101:7,16 110:13
15 64:14,16,22	65:7,17 69:11,20	30:11 47:24	114:20 116:13
107:23 123:9	69:23 70:11,14,18	30 49:18 161:15	142:6
130:18 139:18	91:1 97:7,10 98:3	3031 1:10 2:15	750 148:19
141:23 142:2	115:13 141:18	31st 118:20,23	78 3:13
16 4:18 98:2 131:2	142:6,9 144:24	33 118:8,13 151:9	
	148:18 157:19	151:11,17 152:13	

[7th - amounts]

Page 2

7th 102:9 149:11	9:5,11 10:1 11:22	74:7 75:9 77:4	affidavit 3:13
8	15:14 22:11 23:6	80:4 86:19,21	77:18,19,22 78:21
8 90:24 107:23	23:11,15,18,19	107:3 108:8	79:11 82:3,8 83:1
123:9 142:9	24:6 25:9,16 29:8	110:10 115:19	84:1
8,000 6:10	32:15 33:2,8	116:24 125:20	affirm 43:5
8/15/17 123:9	36:23 37:1 43:19	126:14 137:6	affirmative 64:21
8th 71:2 105:5,11	45:17 46:7 49:23	141:17 148:9	66:3 107:18,20,23
9	50:8 63:15 64:17	150:22 154:7,9	123:10,16,20
9 123:5,9,20	64:20 65:2 67:16	160:10	124:17 125:14
9/28/16 98:14	67:24 68:7,21	action's 8:10	126:18 127:13
9/28/2016 98:20	69:10 72:4 74:8	actions 5:17 7:5	131:19 132:8
98:23 99:10	74:19 75:2,8 78:3	8:11 52:17 94:16	138:14,19 148:6
9:51 32:13	78:14,16 79:13,22	124:2,5,14	aforesaid 160:4
9:53 32:13	80:5 81:2,6,11,15	actual 21:18 80:1	age 51:20
a	81:17 93:13	99:16 100:4	agency 93:23
a.m. 1:12 32:13	101:14 104:18	adapted 65:4,8,18	aggressive 15:3
74:14	108:3 111:10	139:21 140:10	ago 52:20 121:17
a330 1:10 2:16	113:4,21 114:6	142:24 143:12,22	121:18 157:3
ability 54:24 121:8	115:2 120:1	144:14 145:1,15	agree 47:3 143:5
121:10	121:11 122:20	add 12:23 121:5,6	ahead 8:17 80:20
able 15:6 27:17	123:1 124:23	additional 13:23	120:11 121:6
28:6 36:7,8 39:7	125:1 128:22	85:19 97:23	136:11 146:21
absence 35:19	129:8 132:12,18	122:21,22	aided 160:8
abstract 95:8	133:13,20 134:21	address 53:13,23	al 6:1
accepted 64:3	135:3 136:14	54:8 73:13 100:4	allegation 105:4
access 76:9 121:12	137:24 138:5,7	106:7,10 122:12	allegations 35:14
accounting 17:20	140:6 141:5,10	150:13,14,15	alleged 11:6 34:23
17:23 19:3	143:4,10 146:11	addressed 99:15	64:23 139:19
accrue 12:22	146:19 147:2,21	100:6	140:1,3
accuracy 34:13,16	149:15 152:10,11	addressees 150:15	alleging 91:9
accurate 25:5,6,7	153:5,7,17 154:21	addresses 14:23	103:24
30:10 36:15 37:22	158:18	56:9 121:19 122:5	allow 58:21
46:24 47:12 50:15	acknowledgment	admitting 96:18	allowed 34:24
61:16 62:3 64:1	163:2	advance 31:5	110:21
102:24 161:18	acquire 71:23 72:7	46:23 49:7,12	allows 38:5
accurately 39:16	acquired 118:17	50:2,10	amend 64:8
ackelberg 3:4	act 7:22 8:1	advertising 27:6	amount 12:21,24
ackelsberg 2:3	acted 147:13	155:9	13:3 35:11 76:15
5:10,18 7:19 8:2	acting 147:15	advised 111:22	150:16
8:13,18,20,23 9:3	action 9:20 14:12	131:5,18 132:7	amounts 63:22
	67:13 72:5,10		

[answer - awareness]

Page 3

answer 4:16 9:1,9 9:21 14:8,13 17:8 26:17 27:11 29:12 35:5 39:16 50:6 56:18 64:15 65:24 67:15 68:17 80:20 80:23 83:13 101:11 104:14,21 107:19 111:12 112:17,24 113:5 122:19 123:2,19 124:21,23 125:8 125:15 126:17 129:19,22 130:2 130:11,17 131:1 131:15 134:5 136:12,13 138:9 138:10 139:16 143:24 148:6 answered 56:19 121:7,9,17 answering 80:23 125:3,18 139:1 148:7 answers 83:19 90:23 129:9,14 132:13,21,24 133:5,9 135:14,17 136:18 137:15 163:6 anticipate 86:9 anticipated 85:14 85:20 anybody 80:15 anymore 20:7 25:2 126:8 apologize 124:24 appear 64:6 79:20 appearances 2:1 appears 24:14 95:8 97:6	appendage 120:6 applicable 33:12 33:15 applies 12:12 apply 51:6 150:17 appointment 16:12 appropriate 80:14 135:7,9 161:5 area 113:12 argentina 66:20 105:12 146:12 147:8 148:16 156:11 argentino 69:6 argument 137:20 article 3:12 47:5 47:13 50:1,16,18 articles 52:17 asked 16:3 38:2 42:19 43:16,20,21 44:1,21,23 45:3 50:21 69:7 76:23 105:8 129:24 130:4,13,14 133:16 134:10 140:21 155:20 158:10,11,14 asking 8:15 30:7 36:19,23 38:8 39:21 42:17 59:4 59:15 60:14 67:22 88:17 93:21 106:3 112:12 145:23 asks 18:14 22:9 142:2 aspects 57:14 assert 133:1,3 134:3 assertion 136:20	assoc 98:12 associate 16:8 associated 98:13 associates 2:15 association 11:9 assume 157:1 assuming 49:14 104:4 atlantic 1:19 attach 56:3 100:21 attached 55:2 79:18 80:3 81:24 89:6 152:3 157:9 157:15 161:12 163:9 attachments 73:24 attempt 131:12 151:2 attend 111:22 112:1,20 attending 111:23 attestation 82:9,15 attorney 16:11 17:7,7 19:17 20:17 22:2,6,6 24:23,24 32:20 66:24 67:3,11 74:24 83:14 87:22 88:2 104:9 112:13 113:17 120:3 128:3,7,18 132:14 132:17,20 133:1 133:11,14,19 134:3,7,19,23 135:22 136:20 137:9,18 147:5 161:14 attorneys 11:4,11 13:4 84:9 86:14 86:17 87:7,17 88:14 120:12	122:2 148:21 155:15 author 83:1 authority 37:7 131:9 147:4 authorization 108:7,12,14 112:6 116:7 authorized 111:7 111:12 112:4 automatically 60:6 available 14:22,23 43:12 82:5,21 avenue 2:8 avermment 60:5,7 66:11 81:23 89:11 90:8,11,21 91:16 93:2 103:13,14 104:5,8 105:5 avermments 35:15 76:16 102:21 103:3 125:23 127:4 140:14 avoid 65:4,8,19 139:21 140:7,10 142:4,24 143:12 143:22 144:14,15 145:1,16 award 48:24 51:5 58:14 awarded 87:15 awards 49:1 aware 27:9 48:16 48:19 52:16 125:10,12 129:24 130:13 133:16 134:10 135:14,15 awareness 105:10
--	---	--	--

[b - certificate]

Page 4

<p>b</p> <p>b 3:7,11 25:9,13 25:18,20</p> <p>back 11:2 15:7,8 30:17 33:2,6 43:2 43:6 44:3,11 45:8 52:21 75:3,6 86:6 97:17 106:24 114:7,15,17 137:12 138:2,10 146:4,15 150:24 151:9 154:14 158:10</p> <p>backdated 53:19</p> <p>balance 112:6</p> <p>bar 46:19 47:10,16 53:23</p> <p>barred 123:11 125:3</p> <p>bart 1:6,9 3:3 5:4</p> <p>based 51:7 93:22 107:21 111:19 112:15 131:4,20 132:9,12,23</p> <p>bases 104:11</p> <p>basic 16:12</p> <p>basically 38:21 44:15 56:3 57:7 80:8 88:18 92:23 103:7,11 143:15 144:8</p> <p>basics 5:13 26:11 29:17</p> <p>basis 11:15 27:4 37:4,7 62:17 76:15 80:20 89:10 90:7 91:15 110:16 110:20 113:4 115:18 116:3 127:13 150:21 157:5</p>	<p>bates 68:5,16 81:14 93:8 120:12</p> <p>bear 14:1 111:21 146:2</p> <p>began 81:24 148:18</p> <p>beginning 1:11 6:8 117:20 147:23</p> <p>behalf 107:16 136:2 147:14,15</p> <p>believe 24:19 40:3 49:9,10 60:1,1 67:5 73:1 79:5 85:2 94:18 99:15 106:18 108:10 109:3,10,24 120:6 126:15 128:8 143:14 151:7 152:5 154:11 156:14</p> <p>believed 126:5,6 149:2</p> <p>benjamin 2:2</p> <p>best 121:7,10</p> <p>better 13:16</p> <p>beyond 113:19,21 114:4 133:8 137:14</p> <p>big 27:2</p> <p>bill 12:4,4,5</p> <p>binary 88:19</p> <p>bird 21:14</p> <p>bit 62:9,13 147:16</p> <p>blanks 150:9</p> <p>blocking 54:18,22</p> <p>bodies 138:23</p> <p>bona 64:24 139:20 142:4</p> <p>bottom 69:19,22 82:8,12,14 99:4</p>	<p>bounced 12:1</p> <p>bow 15:19</p> <p>branch 93:22,24</p> <p>brand 158:5</p> <p>breach 10:16 58:19,23 150:19</p> <p>breaches 34:6</p> <p>break 31:23 32:19 32:19 33:3 74:23</p> <p>breaking 40:7</p> <p>bring 131:20 132:8</p> <p>broad 14:8</p> <p>broadcast 62:15</p> <p>brought 73:5 76:7</p> <p>building 19:21,22</p> <p>built 51:19 52:1,9</p> <p>business 6:9 25:2 106:8 111:23 148:24</p> <p>c</p> <p>c 2:17 3:12 45:18 45:23 46:9 160:2 160:2</p> <p>calendar 14:19</p> <p>call 20:18 22:12,16 87:5 137:12 146:4 146:7</p> <p>called 18:7 121:20 146:15 148:21 157:3</p> <p>calling 17:4 148:3</p> <p>calls 11:11 15:21 18:15 20:9 30:17 113:18 148:5 156:22</p> <p>candor 120:22</p> <p>capable 19:23 114:5</p> <p>capital 97:4</p>	<p>card 15:12,18</p> <p>carefully 161:4</p> <p>cary 2:10</p> <p>case 7:18 8:10 14:11 17:5,6 21:15,18 22:5,13 22:13,14 36:8 42:17 49:17,19,21 68:10 76:6 79:17 88:14 89:15,21 94:24 102:9 107:4 109:5 110:14,17 110:20 111:1,2 112:3,8,15 113:9 114:9 119:3 123:8 127:10 131:9 132:15 134:18 149:3 150:18,21 153:2,2,9 155:6</p> <p>cases 7:16 8:12 9:19 14:10 19:21 19:22,22,22 20:3,4 20:6 21:22 49:18 68:10</p> <p>casual 148:3</p> <p>category 26:2,5</p> <p>caused 123:24 124:11</p> <p>causes 125:5,6,10 125:12</p> <p>center 2:2</p> <p>certain 16:12 18:11 20:4 29:13 29:18 54:23 55:3 122:15 157:4</p> <p>certainly 47:15 62:18 69:5 121:22 132:22 136:4</p> <p>certificate 27:22 39:6,12,24 40:22 41:7,15 45:11,14</p>
--	--	---	--

46:19 47:9 48:5 48:15 49:2,7,12 54:16 55:1,1,3 56:5 57:21 58:7 58:12,15,24 59:2 59:18,20 72:11,15 109:12,16 114:14 116:12,16 117:4 118:6,14,16,22 119:19 152:3,13 152:23 certificates 50:21 certify 160:4 163:4 cflitter 2:10 chance 23:24 24:3 25:17 46:8 51:4 64:8 76:2 78:17 108:23 116:12,13 116:21 118:10 change 35:13 162:3,6,9,12,15,18 162:21,24 changes 161:11 163:8 characteristics 105:23 characterization 30:9 37:23 characterizing 42:21 135:4 charge 13:20,22 85:9,13 86:1,3 charged 85:4,15 charges 11:23 check 12:2 20:2 33:12,15,21,21 37:20 51:24 52:7 53:7 54:12 64:11 77:24 87:3 88:8,8 92:7 93:1 111:5	140:14,15 143:16 143:24 145:6 148:5 checked 34:10 65:14 93:6 checking 34:12,17 34:19,21 62:5,20 143:3 144:17 children 51:20,22 choice 58:22 circle 114:7 circumstances 33:20 54:11,23 58:11 59:1 135:23 cite 10:15,17 34:3 34:4,6 103:7 cited 12:4 40:7 citing 29:13 30:6 37:19 city 12:17 28:7 36:20 52:17 53:11 53:12 118:6 152:22 city's 41:22 55:18 103:6,10 civil 9:20 14:12 67:13 80:4 110:22 claim 36:15 145:5 claims 31:3 46:20 55:23 125:2 claims.phila.gov 55:24 clarence 69:17 70:15 95:11 clarification 94:22 clear 7:7 39:22 40:9 45:3 128:9 142:16 143:18 145:13 146:12 cleared 116:15	clearly 49:20 clemm 2:15,17,17 5:2,16 7:15,23 8:9 8:16,19,22 9:2,8 9:14 14:6 22:8 23:9,13,16 24:3 29:6 31:22 32:1,6 32:22 36:19 43:18 49:15 50:5 63:9 64:19 67:7,10 68:3,11,15 69:7 72:1 74:6 78:10 79:10 80:2,10,18 81:4,9,13,16 93:11 101:9,11 104:3,16 107:7,16 110:23 112:11,21,23 113:2,6,23 115:1 119:23 120:17,20 124:21 128:16,23 131:24 132:3,16 132:21 133:18,22 134:12,17 135:2 135:12 137:4 138:4 140:1 141:4 141:8 143:6 146:4 146:9,14,20 147:3 147:13 152:9 153:3,6 158:20 clemmlaw.com 2:17 client 9:1 14:18 15:21,22,23 16:9 17:2,21 18:7 20:11,21 22:2,22 30:17 35:6,15,15 35:24 42:7 43:21 43:22 52:3 53:6 54:5 55:13 60:20 61:20 62:4 66:17 66:19,24 67:3,11	70:4,19,21 71:14 71:23 72:7,11,14 72:19,24 75:19 76:16,21 77:3,6 79:9 85:5 86:16 86:18 87:16,21 89:18 90:18,23 91:4 92:19 93:3 101:24 102:1,4,6 102:15,18 104:10 106:15 107:17 109:7 110:15,18 111:3,7,15 112:7 113:13 116:1,7 118:5 126:5,6 127:10,17 128:3,4 128:7,7,17,18 129:1,5,6,24 130:1 130:6,12,14,14,16 130:20,20,22 131:5,8,18 132:7 132:14,17,20 133:1,10,10,11,14 133:16,17,24 134:3,4,7,7,19,23 135:7,11,22 136:19,20,21 137:6,9,10,16,18 144:17,20 145:4 146:5 147:4,5 149:2 152:15 client's 127:4 128:19 133:12 135:4,24 clients 13:16 14:4 16:15 45:6,11 61:24 66:21 71:18 75:10 86:3 109:22 118:17 119:3 121:19 122:5 125:19 126:13
--	--	--	---

[clients - contract]

Page 6

128:11 133:21,23 134:14 136:2 148:8 close 53:18 code 17:6 19:22 28:11,13,15,16,19 28:21 29:10,18,21 29:24 30:4 37:16 37:23 38:1,4,10,17 38:20,22 39:5,13 39:23 40:6,10,16 40:20 48:14 63:12 64:22 89:4 91:11 95:23 96:8,15 98:5,9 104:2 114:3 119:13 139:18 cognizant 113:11 coincidence 111:8 collect 27:17 28:2 38:5,11,13,18 39:7 40:1,3,11 116:11 119:4 131:12 151:2 collecting 30:1 46:19 47:10 48:6 48:12 collection 7:21 31:2 113:23 140:10 142:4 143:1,13,23 144:14,16 145:1 145:16 collections 8:1 collector 7:21,24 collects 22:7 column 57:23 com 61:5 combination 34:9 come 11:8 31:20 32:2 35:21 69:14	100:14 119:18 152:7,12 comes 113:3 comfortable 42:5 133:7 134:1 136:12 137:7,16 coming 114:15 comma 132:9,10 commission 93:19 94:3,4 100:21 101:2 102:11 109:4,5,12,16,23 111:17,20 114:8 114:18,22 115:22 116:9 119:2 131:7 131:21 132:10 163:17 committed 10:16 committing 19:24 common 63:11 communications 132:14 137:19 comp 56:22 complaint 12:23 13:1 16:19,21 21:10,12 55:7,12 56:7,22 57:6,12,15 58:6,10,12 59:3 60:2 61:2,6,11,15 62:3,23 63:13,16 63:18,21 64:2,5,8 64:9,13 73:16,19 75:20,24 77:12 79:9,19 80:1,2,4,6 81:20,23 82:14 83:19,20,23 88:10 90:24 92:8,11 93:3 94:2 95:13 102:22 103:21 104:6,8,9,24 107:20 114:17	117:1,24 123:11 124:20,22,24 125:2,15,23 126:24 127:5 131:8,22 132:11 140:16 141:12 142:10 149:22 157:9,16 complaints 37:5 37:13 60:11 63:11 63:12 140:15 complete 50:4 85:15 completely 10:19 42:5 43:9 compliance 51:11 51:16 89:2 148:23 comply 28:10 components 16:20 computer 24:14 160:8 conceal 156:15 concern 129:2 135:21 concise 13:9 concluded 159:1 concurrent 93:22 conditions 29:19 29:24 conduct 124:3 126:23 127:14 128:20 145:14 conducted 155:14 confess 105:10 confidential 127:6 127:11,17 128:2 128:12,13,14 conflict 79:20 conflicts 20:2 confused 40:15 66:19	consequence 88:9 88:15 considered 55:4 constitutes 96:16 constitution 37:9 consultation 112:18 123:18 125:9 consulted 131:18 132:6 consumer 19:22 consumerslaw.c... 2:10 consuming 13:17 13:20 contact 67:17,20 70:18 102:14 137:5 154:14,22 155:3 contacted 157:22 contains 96:12 contamination 96:12 content 27:3 contest 103:8 contested 48:9 continuance 93:21 102:15 continuances 110:21 continue 136:13 continued 102:13 102:16 continuing 9:17 14:9 110:16,20 111:2 115:18 116:3 contract 10:16 11:5,7 19:11 33:12,16,22 34:7 34:10,19 87:14
---	--	--	---

[contractual - day]

Page 7

contractual 28:3 88:13	58:22 59:21 60:12 63:3,8,21 67:1	136:17 154:11 160:9	current 10:19 36:16 42:4,15
control 144:22 145:9	69:20 70:5 74:8 79:1 81:21 82:1,2	couple 10:11 19:19 128:24	43:8 49:5 51:8 59:11 148:23
conversation 32:9 87:9,11 89:18 90:13,20 91:3,19 102:3,18 106:14 106:19 131:4 136:9,15,22 144:16 145:4,5 147:23 149:24 156:2,3,18	82:9,15,18 83:10 84:9 91:1,20 94:5 94:10 95:13,16 97:11,14,24 98:16 99:2,8,18,21,24 100:9 102:20 103:18,20 104:5 104:23 105:13,15 106:1 108:17 109:7,9,13,15,23 115:22 117:14,17 118:23 119:9 121:13 123:3,13 127:18 129:15 142:10 144:6 150:6,22 151:17 152:18 155:12 156:5 157:10,19 157:20,22 160:8 163:5	148:5 course 118:2 court 1:1,12 3:14 5:24 6:3,7,15,19 6:23 7:2 12:6,12 12:12,15,23,24 14:18 15:13,18 16:1,19 20:8 33:5 36:16 37:5,13 38:17 43:8 50:7 51:7 52:19 55:7 55:19 58:15 59:23 63:2,10,11 64:3,6 64:7 75:5 76:8 77:20 86:2 88:14 92:21 94:1,5,10,16 100:7,9 101:6 102:9 108:17 113:16 114:15 116:19 131:23 134:18 137:6 140:17 149:5 154:15,23 155:4 158:9 161:18	158:9,15 currently 45:3 51:13,14 55:11 61:18 curtis 1:3 cut 15:6,8 cutter 19:19 20:4 20:6 22:13 cv 1:5 123:8
conversations 77:3 111:14 127:9 127:20,23 128:1 128:11 145:12 147:19 149:20 156:17,19	corrections 116:15 161:4,6 163:8	court's 6:1 73:18 courtesies 154:15 154:23 courtesy 154:10 courts 18:10 58:14 cousin 147:11 cover 99:3 criteria 76:4 critical 52:22 61:23 critically 44:14 cross 33:21	d d 3:1,13 78:3,8,14 78:15,18,20 83:4 dackelsberg 2:4 damage 12:1 damages 123:23 124:10 dan 2:3 dana 1:12 160:17 data 13:9 16:18 18:11 31:2,8 55:14,17 56:16,21 56:23 57:3,5 75:21 date 67:22 71:2 95:19 97:5 98:2 98:12,13,18 102:11 108:9 109:19 117:8,12 117:16 118:19 148:18 157:18 161:9 163:11 dated 77:11 98:23 118:22 day 6:1,2,3,16,19 6:23 76:8 117:18 117:21,22 118:1 160:13 163:13
convinced 58:17 cookie 19:19 20:4 20:6 22:13 copies 23:9 25:21 122:22 copy 18:4 23:12 24:13 29:14 39:16 39:19,20 40:14 45:18 54:21 64:18 71:9,15,18 72:20 72:23 74:1 78:10 82:4,6,20,22 83:7 89:6 122:20,22 129:11 144:2,8 148:23 158:6 corinne 2:23 74:16 correct 7:9 9:2,13 10:3 11:2 19:13 26:13 29:21 30:12 30:18 31:13 43:15 43:16,23 44:3,6 45:4 47:6 48:1,17	correctly 42:22 89:8 90:5 91:13 160:7 correspondence 55:15 corresponding 56:10 cost 64:11 85:21 costs 12:6,12,15 12:19,24 85:16 council 52:17 counsel 15:1 112:18 121:8 123:18 125:9 131:3 135:20		

days 5:23 6:6,20 86:20 161:15 deal 9:4 dealing 147:8,17 dealt 156:4 debate 40:17 debt 7:20,21,24,24 10:9 19:22 131:12 140:10 142:24 143:13,22 144:14 144:16 145:1,16 151:2 debts 142:5 december 14:15 102:9 decide 8:24 135:8 deciding 76:4 decision 88:19 113:19 114:10 declarations 153:22 deed 21:18 deeds 52:6 deemed 96:5 161:17 defect 96:3 defective 99:3 defendant 2:18 14:17 55:16 111:19 112:9 149:10,11 154:6,8 155:5 defendant's 107:19 131:8 defendants 65:3 114:11 125:3,18 130:20 131:5,9,18 132:6 139:1,20 142:3 148:7 defense 64:22 66:3 123:10,16,20	124:17 125:14 126:18,23 127:13 131:3 138:14,19 148:6 defenses 107:18 107:20,23 131:19 132:8 define 17:12 degree 96:9 delayed 102:12 delete 71:12 deliberate 92:23 demand 10:13,21 11:1 13:2 31:4,7,8 31:11,21 35:2,3 40:24 41:12 51:9 56:8 76:15 demanded 11:24 86:8 demanding 43:2,6 44:3,11 45:8 demands 43:8 84:8 deny 47:20 48:15 department 53:2 91:8 96:5 103:17 103:23 105:2 depends 51:18 56:21,24 58:9 76:6,8 deponent 160:5,7 163:2 deposed 139:8 deposing 161:14 deposition 1:9 32:12 74:10,13,17 83:10,15 107:13 113:10 133:6 137:1 146:23 154:19 158:24 160:8 161:3,12,16	161:17 describe 16:23 20:5 33:9 55:6,20 68:22 93:17 106:14 described 19:6 20:3,14 42:10 101:4 describing 58:1 description 3:9 96:4 97:1,3 98:8 99:1,7 142:14 designation 96:20 desire 10:17 34:4 desk 88:5 detailed 19:9 details 35:21 determination 114:23 115:6,8,11 115:14,16 determine 17:1,3 17:3 18:5 34:16 54:1 60:18 determined 124:12 determining 18:20 103:5 develop 139:2 141:19 developed 125:8 differ 42:9,12 difference 42:3 different 34:2 62:6 62:13,14 116:20 differently 52:13 difficult 13:17 35:6 120:14 direct 135:7 136:21 directed 155:8	directly 20:10 76:21 87:22 90:18 91:24 100:2 147:8 directory 53:11 dis 156:14 disbelieve 130:22 discarded 43:11 discharge 138:22 139:11 discharging 138:24 139:4,14 disciplinary 114:3 114:3 disclose 128:10 137:18 disclosure 51:11 51:16 discovery 68:2 73:4,9 81:7 87:3 99:18 108:20 119:9 122:14 139:2 140:19 142:13 144:6,11 154:1 discrepancy 84:3 discretion 47:23 discuss 133:14,21 138:6 discussed 51:10 65:9,20 66:7 90:18 111:16 129:1,4 133:18,23 discussing 79:4 110:11 133:9 137:7 discussion 46:4 107:10 135:8 136:3 144:20 153:14 discussions 127:5 127:17 133:24
---	---	--	---

134:2,6,14 dismiss 108:8 112:14 116:7 dismissed 112:8 display 64:7 dispute 153:3 disrepair 96:10 distinct 116:10 district 1:1,2 division 1:19 docket 14:23 94:24 145:7 151:23 docketed 94:9,15 95:1 100:9,11,18 document 23:2 24:8,8 25:11,18,20 26:16,22,24 45:21 46:9 68:13,22 71:6,10 78:6 94:12,19,23 95:15 97:19 99:13 102:10 119:8,15 120:2,7,8,15 123:8 123:9 142:1,2 144:7 151:12 152:8,9,18 153:18 153:21 documents 4:12 35:8 41:11 57:11 68:1,11 70:7 71:4 71:12,21 73:8,15 73:16 81:6 83:16 83:18 93:8 94:15 108:19 121:16 122:1 140:24 141:23 142:5 143:8 doing 19:24 20:18 20:20 40:6 145:7 161:8	dollar 12:24 34:22 59:4 150:15 door 137:21 doors 99:8 double 34:17 92:24 144:17 doubled 65:14 download 118:5 downloaded 152:22 dozen 12:3 drafting 12:15 due 76:23 115:7 115:12,17,19 117:13,17,21,22 duly 5:5 160:6 duration 96:20 dwell 60:16,19,24 dwelling 60:21 96:19	electric 12:5 electrical 99:2,3 electronic 73:15 73:20 75:13,16 82:11,17 144:7 electronically 22:23,24 elements 16:21 eliminate 15:7 email 13:10 68:23 69:5,14,20 70:5,7 70:11,13,17 71:4 71:14,17 72:19 73:2,4,13 87:1,5 90:15 91:21 121:18 122:4,5,11 143:7 emailed 70:22 emails 73:20 75:22 121:13,15 122:11 122:16 emphasized 52:23 employed 155:2 employees 30:21 30:22 65:12 87:12 92:6,12 144:18 enacted 36:21 encompasses 28:13 enforce 52:18 enforcement 17:6 english 147:10 ensure 58:7 enter 56:15 57:3 62:3 entered 61:15 90:22 92:10 138:21 entering 56:24 57:5	entire 79:19 151:1 entirely 28:23 53:17 entities 138:23 entitled 51:6 116:21 entitlement 119:3 entry 16:18 18:11 31:2,8 55:14,17 equipment 96:14 errata 161:6,9,11 161:14 163:9 error 27:1 65:3,5 65:8,19 139:20,22 139:24 140:2,2,7 140:11 142:24 143:13,22 144:14 144:16,21 145:1 145:16 151:14 errors 64:11 142:4 146:1 esquire 2:3,10,17 2:17 essential 96:14 essentially 19:7,24 31:3 42:13 57:11 62:17 127:3 establish 30:13 155:11 estimate 86:8 estimated 7:4 estimation 10:20 80:19 ethical 112:13 113:13 114:1 everybody 15:16 62:16 eviction 5:17,19 7:5,11 18:17 25:24 26:6,12,21 28:7 30:24 31:1
---	---	--	---

[eviction - finished]

Page 10

36:13 49:4,7,12 55:22 61:11 66:13 66:14,22 72:5,10 72:21 74:2,5,7 75:9 76:12 77:4 79:3 84:22 85:1 85:13,21,23 92:8 92:11 94:3 95:13 108:8 110:10 130:19 142:9 150:22 158:1,15 evictions 5:14,24 9:6 30:11 47:24 evidence 76:3,5 79:15 exact 108:9 exactly 49:20 120:15 examination 5:8 32:5 examine 35:10 examined 5:5 example 8:6 excel 57:13 excellent 51:4 116:13 exception 132:19 exchange 154:10 excused 158:22 execute 128:3,6 executive 93:23,23 exhibit 3:9 23:4 25:13 45:23 68:4 77:20 78:8,18,20 80:3 81:5 83:4 exhibits 13:11 31:3 56:6 63:22 existed 103:9 exited 74:16 154:18	expenses 85:19 expensive 52:6 experience 100:20 101:1 experienced 17:21 expert 114:1,2 expertise 113:20 113:22 expires 163:17 explain 47:17 84:3 explained 116:6 extensive 37:11 38:16 extent 139:1 141:16 exterior 98:10 99:7 extra 45:18 88:17 88:18 141:8 f f 160:2 face 39:8 60:2 105:22 117:2 facilities 96:14 facsimile 26:9 fact 47:20 51:7 60:20,22 62:5,20 102:10 103:5,14 113:11 124:6,9 factor 52:21 factors 13:24 facts 123:15 139:1 factual 76:15 fail 161:16 failed 130:21 fair 7:21,24 20:5 93:18 94:3,4 100:21 101:2 102:11,11 109:4,5 109:11,15,22 111:16,19 114:8	114:18,22 115:21 116:9 119:1 131:6 131:21 132:10 fairly 18:10 21:14 73:11 fall 15:6 fallacious 104:11 false 114:12 familiar 17:21 family 67:6 far 35:10 61:21,23 65:12 fast 132:4 favor 112:9 favorable 114:10 fax 152:17 faxed 152:15 february 110:13 116:13 federal 80:4 154:7 fee 12:2 87:17,22 88:2 148:20 feel 68:6 fees 11:4,11 12:1 13:4 84:9 85:9,22 86:4,15,17 87:7 88:14 148:21 felt 42:5 female 105:15,17 106:22 fide 64:24 139:20 142:4 file 5:14,20 7:11 9:6 12:22 17:11 30:11 36:9,12 46:22 49:3 51:1 55:22 58:6,11,22 59:3 63:6 73:15 73:20 75:13,16 77:22 78:22 79:6 79:8,11 89:21	156:23 158:1,9 filed 7:4 42:17 47:24 61:1,5 63:17 66:1,14 76:12 80:4 81:20 85:23 90:24 94:4 105:11 109:6 122:19 123:2,9 142:10 149:3,21 files 22:23 63:10 filing 7:8 16:19 28:7 46:23 49:7 49:12 50:3,10,22 55:6,12 58:9 71:2 72:5,10 74:2,5 75:9 76:1 77:3,4 85:13 86:12,19,20 89:5,15 92:14 99:22 127:5 141:11,17 158:16 fill 150:8 filth 96:12 final 109:3,19 111:16,19 114:8 115:3,3 117:8,13 117:16 119:2 131:6 finally 111:7 find 11:10 14:4 15:11 17:17 114:19 146:15 finder 47:20 103:4 findings 131:20 132:9 finds 96:8 fine 8:3 146:11 fined 40:7 finish 80:18 126:12 finished 23:8 25:8 56:22
--	---	---	---

[finishes - hearing]

Page 11

finishes 50:6 firm 16:4 102:14 first 12:14 13:12 17:11,14,15 18:22 25:23 36:3 54:15 67:20 70:18 96:2 98:8 102:8 113:7 118:16 129:14 147:23 148:1 158:2,4,4 fit 59:24 60:4,8,23 60:24 61:2,7,21 90:3 103:1 126:5 130:5,15 142:14 149:1 five 119:23,24 141:21 149:8 fjd 55:22 fjdclaims.phila.... 55:18 flitter 2:8,10 11:17 32:3,8 46:1 65:1 78:12,15 108:1 119:22,24 146:17 153:11 154:18 floor 19:20 flow 57:17,24 64:4 64:4 88:6 140:14 143:14 144:3,5 145:6 flyer 155:9 focused 62:9,10 folks 151:24 follow 57:8,9 followed 141:16 following 43:14 107:22 follows 5:6 foregoing 163:4 form 16:14,17 57:13 150:8 163:8	forward 112:10 found 103:11,15 103:16 109:12,16 111:18 112:9 114:10 four 18:12,14 19:6 149:1 fourth 18:1 99:5 123:10 franklin 2:2 frequent 11:13 frequently 10:22 61:12 front 81:8 111:18 144:2 full 126:23 fully 85:14,20 111:12 further 136:5 137:21 future 139:2	given 27:23 37:11 38:16 58:19 80:12 80:13 129:2 133:4 149:10 160:9 163:6 gives 30:18 53:14 gmail 73:11 go 8:8,16 11:23 13:24 19:20 24:16 31:16 41:22 43:20 46:1 53:22 54:8 54:11 80:20 89:23 98:5 107:7 114:17 114:20 120:11 121:6 136:11 137:14 140:16 146:20 148:12 150:24 goes 7:19 88:14 112:10 113:19,21 114:4 going 8:8,24 9:16 12:15,16,18 17:4,7 17:8 18:3 38:15 40:14,17,17 44:15 49:16 52:4 61:22 64:5 78:12 86:2 93:4 104:3,16 112:16 128:16 129:5 138:3 143:6 143:24 146:9 good 27:24 55:2 86:1 103:9 157:5 160:4 google 73:12 gotten 114:13 116:14,15 155:7 government 93:24 governs 28:21 grant 48:7	great 116:12 guarantor 10:8 guess 15:4,9,10 16:18 17:12 26:8 28:2 30:15 31:14 36:14 52:16 55:3 61:24 62:18 83:15 100:3 101:8,9 112:16 137:22 145:8 148:19 guessing 73:6 80:8 80:14,21 guy's 73:12 92:22 guys 136:14
			h
			h 3:7 half 16:5 25:1 halfway 46:14 hand 54:21 157:6 160:12 handbook 27:24 handed 119:9 happened 21:19 150:20 152:24 156:17 happens 11:14 happy 8:3 143:17 hard 11:20 18:9 136:15 hazard 96:16 head 18:1 headed 26:12 heading 64:21 152:17 hear 11:20 33:19 138:2 heard 52:19 hearing 82:7,22 85:12 111:23 117:19

[hears - issue]

Page 12

hears 129:5	hundred 6:9	indicating 133:7	intended 59:24
heat 97:13	i	individual 65:13	60:4,8,17,23 61:3
heating 96:13	idea 158:3	individuals 138:23	61:7,21 90:3
hector 147:10,24	identification 23:3	infested 96:12	103:1 126:6 130:5
held 46:5 107:11	25:12 45:22 78:7	information 14:10	130:15 149:2
116:10 130:20	identifier 121:1	16:13 20:13 22:22	intense 62:8,11,18
153:15	identify 26:15	26:19 30:18,20,23	62:20
help 41:21 80:15	144:3	34:20 56:2 61:15	interest 2:2
hesitation 147:17	illumination 96:13	62:2,12,23 63:2,7	interested 160:10
high 5:22	immediately 76:10	63:21,24 88:22	internal 19:15
hire 6:11	156:23	92:10,13 93:6	57:9
history 36:20	impediment 47:15	107:22	internet 14:4
hold 35:6	47:19 48:5,12,17	informed 87:17,18	interpret 13:15
holds 114:12	48:19	101:24 102:1	interrogatories
honestly 52:18	imperative 161:13	107:1	129:10,15 132:22
105:22	implicate 139:2	initiatives 65:13	133:5 135:15,17
hopefully 147:6	importance	inoa 69:9	137:15
hotmail.com	156:24	input 56:2 62:23	interrogatory
69:23 122:8,17	important 16:24	63:2,20 144:19	129:19,23 130:10
hour 121:17	impressed 156:24	inputted 63:7	130:17 131:1,11
hours 121:18	improper 112:2	inquire 8:5	133:15
house 52:8	inaccurate 24:18	inquiry 137:22	interrupted 74:11
household 69:5	24:21	inside 150:13	intervening 125:4
housing 21:17	inactions 124:2,2	inspection 21:17	125:12
27:24 29:23 42:15	inappropriate	42:15 51:8 59:12	interview 15:22,24
51:8 59:12 89:5	104:12	89:5,12,15,19	55:13 130:19
89:12,14,19 93:18	inbound 121:12	inspections 53:2	investigation
94:3,4 100:21	inception 39:9,10	91:9 103:18,24	155:14
101:2 102:11,11	include 11:2,4	105:3	involved 19:9
109:4,5,11,15,22	included 26:8	inspector 103:3	56:20
111:17,20 114:8	27:12 88:10	instance 58:20	involves 85:18
114:18,22 115:22	including 35:16	instruct 8:24	iphone 119:13
116:9 119:1 131:6	142:5	71:23 72:7 112:16	irineo 66:20,20
131:21 132:10	incurred 86:9	instructed 122:13	67:1,18 69:4,6
huh 41:2 66:16	index 4:1	instruction 4:16	105:12 146:13
70:1 86:7 97:9,18	indicate 57:17,20	80:11	156:11
108:22 124:4,18	indicated 51:20	instructions 161:1	issuance 40:21
126:19 138:16	160:5	instructs 112:1	issue 8:9 9:19
139:23 141:1	indicates 69:19	insurance 153:23	14:11 39:11,12
human 96:7	70:4	intake 16:2,9,14	46:21 47:1 48:9
		19:24 20:9,21	48:23 91:10 99:2

[issue - leasehold]

Page 13

104:1 132:14,19 132:19 issued 39:24 45:14 53:1 55:2 91:8 103:23 105:2 118:19 153:4 issues 17:10 105:24 106:5,9	kidding 15:20 kin 160:9 kind 15:10 19:4 27:1 63:13 77:1 113:18 knew 114:9 154:12 158:8 know 8:23 11:10 12:13,15,16,17,20 13:1,10 17:23,24 18:2,6 19:7,8,9 21:16 22:17 23:8 23:21,23 24:12 26:7,17,19 27:10 27:11 29:12 30:8 30:8 33:23 34:23 35:10,11 36:11,18 37:11,22 38:4,10 38:13 39:2,14,23 40:2,12,16,19 47:2 47:2,23 48:4 51:6 55:15 56:20 57:22 59:12 62:12 63:4 65:13 68:9 69:3 70:9 71:11 73:5 73:17 75:14 77:10 77:15 80:16 82:24 83:13 84:12 85:18 86:14 88:4 94:5 97:17 100:1,17 101:12,19,20 102:6,15 103:2 105:7,19 106:16 106:17 108:16 117:6 118:10,18 119:12,15,21 120:5,10,19,20 121:4 122:10,18 123:20 125:15 137:12 138:1,1,6 139:3,10 140:20	140:20 144:1,12 144:20 148:4 151:16,19,22 152:24 153:8 154:2,2 155:20 156:1,3,7,10,11,12 156:17,19 157:4 158:2,3 knowledge 39:21 112:8 155:2 known 121:18	103:21 104:24 131:21 132:10 140:15 141:12 148:14 154:8 155:6 157:22 landlords 6:4,11 6:18 7:9 14:21,24 15:8 17:13 21:2 113:24 language 40:4 103:13 laptop 79:24 late 12:1 148:20 law 2:2 25:24 26:6 26:12 36:11,12 37:12 48:13 51:11 51:17 112:15 lawsuit 46:22 49:8 62:15 63:6,10 116:4 156:22 lawsuits 5:19 11:14 49:13 lawyer 70:10 113:24 lawyers 68:12 71:7 lead 51:11,16 119:20 lease 10:10 11:9 11:11,15 18:4,5 19:7 35:12,18,20 51:20,21 56:4,7 72:20,23 74:1 79:17 81:24 82:4 82:6,20,22 83:7 86:16 87:7 88:20 130:15 148:17,20 148:21 lease's 150:14 leasehold 99:16 100:2,4 106:13
j		l	
j 111:24 jersey 24:22 25:1 25:3 jhs 1:5 job 27:2 143:2 162:23 163:23 judge 12:11 51:5 52:19 58:16 103:4 111:18 137:20 138:3 157:5 judges 48:7,13,24 judgment 111:18 judicial 93:24 138:23 june 148:18 jurisdiction 93:22 justified 42:6		l 2:10 l&i 54:2,6 61:10 95:9,15 100:3 103:3 105:24 106:5,9 126:7 label 145:23 labeled 145:21 152:13 lack 13:16 46:18 47:9 48:4,15 77:20 97:13 lacked 79:14,15 lacks 96:10,13 landlord 5:24 6:15 6:19,22 7:1 9:18 15:15,17 17:5,12 17:18 18:21,22 19:17 20:5,9,14 21:22 22:14,14 27:16,20 28:5,21 30:5 35:23 37:12 38:5,11,17,18,20 38:22 39:7 40:1,8 40:11,20 41:17,19 42:24 43:4,9 47:21 51:6 55:7 55:12 61:5 63:12 63:16,17 67:21 76:8 83:22 102:21	
k			
katie 2:17 kc 64:23 139:19 keep 8:15 11:18 57:8 73:15,21 75:16,18 105:18 145:24 kept 17:23 57:14 88:4 key 55:20 keyword 121:20 121:21 keywords 121:23			

124:7,9,12 130:5 leases 36:7 ledger 17:21,24 19:4 20:15 72:20 74:4 75:10,12,15 75:18 76:11,14,20 left 137:11 138:8 legal 1:19 14:1 37:4 84:18,21 85:22 86:4 110:16 110:19 113:15,18 113:19 119:3 legally 27:17 38:11,18 39:7 40:1 legislative 36:20 letter 12:22 13:2 31:4,7,9,11,21 35:2,4 41:13 56:8 93:18 94:7,9 100:23 101:3 131:17 132:5 142:6 150:8,11 154:16,23 155:8 letters 40:24 51:10 97:4 101:5 level 18:11 92:20 levy 1:6,9 3:3 5:4 5:11 11:17 46:8 46:15,16,16,18 68:2,8 74:20 81:3 81:4,10,12,20 84:6 84:8,11,14 86:6 88:24 89:24 93:9 93:9,14,15,17 95:5 95:7,18 97:16,17 97:21 98:23 99:4 99:17 100:6,11,11 100:15,15,23 101:4,7,7,16,16 102:21 104:24	108:4,21 109:1 110:2,4 114:17,20 118:8,13 119:6,11 121:4 138:8 150:3 150:24 151:9,11 151:11 152:13 153:18,19 157:13 levylaw 1:6 li 53:9,22 liability 138:24 139:5,14 liberal 73:11 license 17:19 18:19 19:1 20:14 27:21 28:10,11,24 29:2,5,10,21 30:1 30:3 36:3,13,17 37:6,14,18 38:6,11 38:18,24 39:8,12 41:4 42:15,21 43:1,5,9,10,15,16 43:22 44:2,7,10 45:4,7 49:1,3,5 51:8 53:2 54:20 56:5 57:18 59:12 59:17,19 69:16 70:14,22 71:24 72:8 77:8 89:5,6 89:13,15,19 91:9 103:17,23 105:2 106:11 148:24,24 157:9,12,15,24 158:5,7,9,15 licensed 6:12 21:17 24:22 25:1 30:5 42:16,20 77:7 licenses 158:11,13 licensing 28:19 lied 157:7	limitations 123:12 line 4:3,7,13,17 69:16 70:14 162:3 linkedin 3:10 24:9 24:10,13 list 14:24 103:10 listed 96:2 97:10 97:23 99:10 106:10 listen 134:12 135:13 lists 95:15,23 literally 134:24 little 11:20 22:19 62:9,12 65:1 132:1 147:16 llc 1:6 location 96:15 lockout 85:11,15 85:18 lodged 94:2 log 57:8,10,17,24 64:4 88:7 140:14 143:15 144:3,5 145:7 long 22:14,19 27:13 28:15,15,16 42:14 88:11,12 longer 10:10 24:22 25:3,5 35:10 look 8:14 23:7,24 25:17 26:4 39:20 42:20 43:15 46:8 51:10,15,21 53:1 64:2 68:16 73:8 78:17 79:18 108:23 118:11 120:11 151:11 158:4 looked 93:14	looking 24:7 36:21 68:1 70:8 123:2,7 129:13 138:9 looks 25:21 96:3 98:10 99:1 153:22 losses 123:23 124:10 lost 11:7,14 43:11 lot 15:11 28:13 61:19 108:2 157:7 lt 79:1 lt1611083756 110:8 luz 69:3,9 luzmeryinoa 69:23 luzmeryinoa 122:8 m machine 160:7 mail 15:1,7,8 mailer 155:7 mailers 14:16 maintain 65:3 142:3 143:21 maintained 139:20 142:3 maintenance 28:19,21 29:10 48:14 89:4 96:10 96:11 making 89:10 90:7 90:11 91:15 145:24 male 106:22 manager 21:4,8,12 22:3 manual 140:12,19 141:7,13,16,20 142:13,15,17,18 142:20 143:5,11 143:20
---	---	--	---

[marc - news]

Page 15

marc 32:3 64:17 132:12 143:4 march 47:13 48:17 108:15 110:14 111:9,13 111:15,22,24 112:1,3,20 114:15 114:16 116:14,18 118:4,20,23 131:4 131:10 march's 116:17,21 marie 1:12 160:17 mark 2:17 45:17 68:6 78:3 81:14 93:6 marked 3:9 4:6 23:3,7 24:8 25:12 25:18 45:22 46:9 78:7,18 81:9,11 104:24 market 1:20 marketing 15:4 marking 23:17 68:3 marks 135:1 martin 1:3 66:14 72:6 81:21 109:6 116:4 148:16 150:6 152:2 154:5 155:4,11,16 martinez 147:10 147:24 149:21 151:5 155:20,23 156:5,7,19,20 matter 18:17 19:17,23 22:15 64:15 66:13,22 67:4 76:12 77:23 79:3 84:22 85:1,7 85:10 86:4 94:10 102:12 103:13	121:16 123:3 128:10,19 129:10 151:6 matters 92:18 114:2 129:4 137:7 137:14 138:9 mcdermont 100:7 mclemm 2:17 mean 10:22 14:22 16:11 17:16,20 18:9 21:9 22:6 29:7 31:1 33:13 33:14,18 37:7 40:10,13 41:9 44:6 47:3,19 48:22 54:22 55:17 56:15 60:7,9 63:4 65:12,13 66:23 75:23 82:23 88:15 93:3 103:11 106:7 112:19 124:8 135:18 152:21 meaning 46:21 59:14 62:20 means 40:16 60:15 60:16,23 meant 110:24 media 62:16 meeting 1:11 2:16 members 67:5 memory 28:14 29:3 39:4 mentioned 52:19 merely 88:19 103:12 mery 69:3,9 message 137:11 met 151:5 method 145:8 mid 1:19	middle 18:6 milz 2:8 mind 66:18 mine 14:18 minimum 85:21 minor 55:4,4 minute 31:23 35:8 46:2 80:10 153:12 minutes 157:3 misleading 104:12 misquote 50:4 missing 110:24 151:15 misspelled 27:5 misstating 19:14 mistake 30:16 mistakes 64:9 misunderstanding 49:20 mixed 120:9 mom 17:22 moment 124:11 127:12 140:23 149:19 mon 69:22 money 10:14,21 10:24 11:1 12:23 13:5 34:3 35:16 64:11 88:18 month 22:7,20 116:14,20 148:20 months 22:18 42:17 56:10 59:15 more35auto 122:17 morning 95:4 117:19 motion 138:3 motor 11:19 mouth 15:9	multiple 23:20 68:10 104:10 mumbling 21:1 municipal 3:13 16:18 19:21,23 55:7,19 58:15 59:23 63:2,11 64:3,6 92:18 94:1 94:4,10,15 100:9 110:22 113:16 134:17 137:6
			n
			n 2:8 3:1 name 15:11 21:18 73:13 105:17 150:15 named 21:9,11 67:13 69:6 narberth 2:8,9 nature 8:7 134:2 necessarily 42:20 102:12 necessary 161:4 need 27:16,20,21 27:22,23,23 28:5 29:4 35:7,9 40:17 43:4 49:3 68:6 98:15 122:23 146:3 157:4 needed 155:23 neither 160:9 never 12:14 17:23 52:18,20 158:10 158:11,13 nevertheless 51:5 new 25:3 85:13 96:18 135:20 136:17 138:9 158:5 news 47:5

[nonpayment - p.m.]

Page 16

nonpayment 150:22 normal 154:15 155:4 normally 76:6 notary 160:4 163:21 note 88:4 104:16 112:11 noted 61:10 87:19 88:1 161:11 163:9 notes 46:15,16,17 46:18 55:3 58:3 notice 7:12 9:7 11:24 12:7 22:16 26:24 31:12 33:22 83:9 91:8 101:23 103:9,23 105:2 106:6,10 115:21 149:3,9 150:5 151:3 160:5 notices 9:12 10:2 10:13,21 31:15 33:10,21 34:3,6 36:2 51:15 52:24 54:6 101:2,6 102:2 notified 102:7 november 41:23 42:3,9,11 43:20 44:17 45:7,10 48:20 51:12 52:11 52:13 53:5 54:4,7 54:14 58:2 59:6,9 62:7,22 63:1,6,17 65:7,17 71:2 90:24 98:2 99:23 105:5,11 115:13 141:18 142:6,9 144:24 149:10,11 156:21	number 3:9 23:4 25:13 45:23 56:6 61:13 68:5,17 78:8 104:6,7 119:13,22 131:2 142:2 149:8 nyce 2:23 74:16 o oath 32:17 74:21 82:15 108:5 object 8:18,20 49:16 104:4 objection 7:15 9:8 9:15,17,22 14:6,7 14:9 43:18 63:9 104:17 112:11 113:10 objections 129:14 130:9,10 obligation 88:13 obligations 113:15 obtain 41:21 73:17 obvious 32:4 52:8 obviously 16:20 16:24 18:4 20:1 52:21 100:2 138:2 150:13 occupancy 96:7 occupants 96:16 occur 85:11 92:24 occurred 7:17 91:4 156:20 occurrence 11:14 oct 69:22 october 1:8 69:11 69:20 70:11,14,18 77:11,14 97:6,10 157:18 160:13 october's 115:9 office 15:22,23 16:10 20:18 56:11	63:17 67:21 73:6 109:21 121:13 151:8 152:15,21 official 160:12 oh 46:17 79:12 81:13 110:21 111:3 153:6 okay 7:7 8:2 11:21 22:1 27:8 29:1 31:7,22 42:2 44:20 48:11 60:14 68:20 80:23,24 81:16,18 97:1,3 104:3 112:19 117:12 122:24 128:15 129:12,16 135:17,24 137:4 137:24 138:4 142:12 146:8,20 147:22 148:11 153:6 155:18 156:7 omitted 26:7,16 27:9 once 57:4 ones 34:3,4 66:7 onesie 17:22 ongoing 117:2 online 52:4 open 6:2 91:8 95:15 101:3 103:23 105:1 106:15 107:1 opened 137:21 operation 17:22 opining 114:5 opinion 20:5 38:7 40:16 47:13 50:12 113:18 opportunity 64:10 107:17	option 24:13 oral 1:9 order 72:21 87:14 96:6 109:4,19 110:5,9 111:16,19 111:24 114:8,12 115:3,4 117:8,13 117:16 119:2 120:9,11,13 131:6 148:4 ordered 112:20 ordinary 20:23 organized 13:9 original 125:23 161:14 ought 58:18 outbound 121:13 outcome 160:10 outset 80:12 outside 11:19 146:6 155:4,15 outstanding 52:6 126:7 overly 14:8 owed 12:21 34:23 35:16 37:17 56:10 86:11,15 114:19 115:24 116:24 117:3 owner 11:7 21:3 21:22 22:5,6 31:19 34:17 39:11 42:14 96:17 103:8 106:1,6 111:6 112:5 owner's 10:17 p p.m. 69:12,23 107:14 137:2 146:24 159:1
--	--	--	---

[pa - possession]

Page 17

pa 2:3,9,16	150:12	pertinent 33:6	plaintiffs 2:5,11
pa2723193 162:23	parties 17:18	75:6	123:24 124:1
163:23	111:22 148:15	phila.gov 53:9,22	125:2 130:21,24
page 3:9 4:3,7,13	partly 150:10	54:8	134:15 138:21
4:17 25:23 46:11	partners 27:24	philadelphia 1:20	139:9 142:7,10
64:14,16 69:19,22	parts 29:13	2:2,3 27:18 28:7	plan 3:12 47:5
97:11 119:14,20	party 160:9	37:16 52:2 53:12	plate 99:3
119:20 120:24	paste 144:8	63:10 89:3 91:11	plead 51:7 126:22
121:3,3 123:5,9,19	patricia 100:7	104:2	pleas 63:11
124:20 125:14	pay 88:13 93:4	philadelphia's	pleasantries 155:4
126:17 130:3	130:21	51:16 152:22	please 9:24 25:9
138:10 139:16	payment 72:20	philly 3:12 47:5	45:18 46:12 47:17
153:22 162:3	74:4 75:10,12,15	phone 14:5 17:1	68:8,22 78:4
pages 23:20 25:21	75:18 76:11	22:15 27:6 86:23	79:23 81:3 84:6
120:24 163:4	130:23	87:5 120:21,23	84:11 88:24 89:23
paid 18:3 76:24	pc 2:8	121:2 157:6	93:9 95:5 97:16
88:17 126:4	pdf 24:12 56:4,4,5	physical 105:23	110:2 118:8 119:6
paper 22:23 88:4	144:8	physically 73:6	126:18 129:20
paragraph 24:17	pdfs 56:3	picked 116:18,19	130:7 150:3 151:9
24:20 46:14,24	penalties 38:21	piece 27:6 79:15	153:19 161:3,8
50:1 84:8 89:1,23	40:6	127:8 155:9	pled 132:16
91:6 103:20	pennsylvania 1:2	place 42:16 58:20	plymouth 1:10
114:20 151:1	1:11,20 11:9	88:21 103:11	2:16
paragraphs 25:5	37:10 126:22	106:8 126:4,5	pm 96:23
paralegal 16:10	pens 145:11	148:22 160:5	point 15:5 39:21
19:23	people 13:8 14:3	plaintiff 21:9,12	40:15 56:19 68:4
paralegals 16:7	15:10,12 16:4	21:13,21 34:11	107:3 115:1,24
30:13 140:13	19:9 148:4	35:22,23 41:10	116:16 124:16
142:18,21	perceiving 113:15	53:6 56:6 67:13	129:2 131:5 134:1
parent 10:8	percent 6:9	76:17 82:5,21	135:20 136:4,5,8
parkway 2:2	percentage 20:10	83:6 86:2 89:1	137:19 144:21
part 12:19 26:6	perez 66:20	90:2,9 91:7,17	158:8
31:5 57:8 73:12	105:12 146:13	103:22 105:1,12	policy 153:23
77:11 81:23 87:2	155:21,24 156:20	105:23 130:4	154:1
87:2 88:6 110:21	period 37:17	137:5 149:3,8	pop 17:22
119:17 122:13	periods 43:1,6	154:7	portion 48:7 84:23
123:12,24 124:11	44:2,10 45:8	plaintiff's 43:13	position 132:23
125:4 145:11	person 21:16	104:9 107:19	134:22 135:5,16
partial 126:23	personal 19:8	123:11,23 124:2	136:1
particular 9:20	personally 76:18	124:10 129:14	possession 28:6
14:12 113:20		131:3 138:13	30:5 35:13 38:23

[possession - provide]

Page 18

40:21 58:14,18,23 99:20 100:14 118:21 149:12,13 152:7,12 possibility 114:13 116:10 possible 21:20,20 131:19 132:7 143:19 possibly 22:21 55:15 65:10,21 95:2 126:11 potential 14:3 15:21 16:15 potentially 113:12 practice 5:14 6:8 8:7 25:4 37:12 38:16 62:7 94:14 100:21 101:1 practices 7:22 8:1 practicing 6:13 precede 9:7 preceding 121:3 precisely 93:2 144:1 prejudice 110:6,7 110:10 premises 90:3 103:1 149:4,9 prepare 83:12 prepared 92:8 preparing 88:5 prescribed 11:5 38:21 prescribes 40:6 presence 51:22 57:10 61:10 present 2:23 13:9 17:2 111:4 presented 114:14 151:23	pressure 39:3 presume 156:10 pretty 14:21 16:6 19:12 52:8 56:12 66:7,9 73:14 92:12 122:15 149:14 155:13 prevent 133:6 prevented 141:17 previously 7:12 price 148:5 pricing 14:1 principles 47:3 print 120:21 printed 120:23,23 152:14,20 printing 119:19 printout 3:11 24:13 26:4 prior 40:21 50:22 51:12 53:4 68:12 71:1 72:5,10 74:2 74:4 75:9 76:1 77:3,4,14 86:19,20 87:12 89:15 90:11 92:13 94:3 99:22 111:15 121:3 146:5 private 12:18 privately 136:10 privilege 128:7,18 128:19 129:7 132:20 133:2,11 133:12,15 134:4,8 134:19,24 135:22 135:24 136:2,20 137:9 147:5 148:24 privileged 32:21 32:23 137:18	probably 80:13 problem 39:18 49:15,16 procedure 16:16 16:22,23 18:10 35:13 41:23 42:4 52:10 59:9 92:4 92:17 110:22 procedures 19:20 42:9,10 65:4,8,18 66:5,10 139:21 140:9 141:15 142:3,23 143:12 143:21 144:13,15 144:24 145:3,14 145:20 proceed 114:16 proceeded 116:17 158:12 proceeding 136:12 process 19:15 20:24 30:24 31:1 31:6 33:10 40:24 55:6,11 57:6 72:21 119:18 produce 71:6,20 120:22 143:5,16 143:17 144:5,10 produced 68:1,12 73:4 99:17 108:20 122:2 151:14 production 68:13 140:24 141:23 professional 1:12 126:23 127:14 128:20 profile 3:10 24:10 program 52:5 prohibit 38:22 prohibited 40:5 96:18 141:13	prohibits 40:20 promise 77:21 proof 44:22 130:22 properly 144:19 property 7:13 9:7 12:1 21:3,4,8,12 21:22 22:3,4,5 25:24 26:5,12,21 28:6,18,20,22 29:9 29:18 30:4 36:3,4 36:13 37:18 38:6 38:23,24 39:5 40:21 41:4,7 42:19 43:5 48:14 51:18,24 52:2 53:3,11,15 57:18 59:24 60:23 61:2 61:6 70:22,22 72:7 77:7,13 89:3 91:9 95:12,16 97:14,24 98:9,16 100:22 103:24 106:1,6,11 109:13 109:17 111:4,6 118:24 149:12 155:22 156:9 propounded 163:7 prosecute 111:2 prosecution 125:20 126:14 148:9 prospective 17:2 protection 142:1 prove 106:2 proven 62:1 provide 70:10 82:6,22 83:6 85:17,17 120:2 140:18 142:13
--	--	--	---

[provided - record]

Page 19

provided 81:7 87:7 112:7 120:16 provision 87:17,23 88:2 provisions 91:10 104:1 pubintlaw.org 2:4 public 2:2 96:17 160:4 163:21 published 47:14 50:19 pull 35:7 purely 42:6 purpose 59:24 60:4,8,17,23 61:3 61:7 90:3 103:1 130:15 purposes 23:4 25:13 45:23 61:21 78:8 130:5 149:2 pursuant 64:22 139:18 160:5 pursued 116:23 pursuing 5:24 put 9:16 13:4 15:11 52:7 53:13 57:12 63:22 93:2 128:16 132:13,19	104:11,13,19 106:3 108:11 109:14 110:19 112:17,24 113:3 117:15 121:7 126:12 134:5,13 134:13 138:18 141:14 144:1 155:10 156:16 questioned 65:15 questions 4:6 8:15 9:18 44:5 133:8 136:6,7,13 137:17 147:7,19 157:2 158:20 163:7 quickly 64:10 quite 30:16 quotation 134:24 quotations 136:19 quote 20:4 46:20 47:3 50:9,11 quotes 135:7 136:21 quoting 135:10	ready 56:23 really 13:8 14:7 19:8 34:2 52:20 58:17 72:18 78:2 80:15 133:2 136:1 realtors 11:9 reason 20:23 43:12 54:17,19 71:20 73:7,23 82:5,21 94:18 122:14 127:12 130:22 142:12 144:10 147:7 151:13 153:24 156:14 157:7 161:5 162:5,8,11 162:14,17,20,23 reasonable 26:9 80:19,20 reasonably 65:4 65:18 122:15 139:21 140:10 142:24 143:12,21 144:13 145:15 reasons 8:4 64:12 127:11 recall 12:2 21:15 29:5,9 39:15 47:8 57:22 58:5 61:4,8 65:16,23 66:12 67:19,22,23 70:12 70:13,16,17,21 71:8,22 72:9,13,17 75:11 76:13 77:2 77:5,8,17,24 78:2 83:8 85:3 86:21 86:22,24 87:4,6,16 87:21 88:6,7 89:14,17,17 90:14 90:16,17,20 91:3 91:18,22,23 94:12	95:2 99:14,14 100:16 101:10,13 102:5,17 105:16 106:23 107:6 108:9,13 121:24 123:17 124:16 125:11,13 126:7 126:15 127:3,12 127:15,20,22 140:4,8 149:18,23 151:8 152:14 153:1 155:1,1 recalled 148:2 receipt 84:15,16 84:18,21 161:15 receipts 84:24 receive 72:23 74:1 74:4 75:10 94:21 108:7,11,14 received 54:6 83:9 94:20 99:23 101:15,22 107:22 115:21 130:23 131:17 132:6 receiving 94:12 receptionist 16:7 16:11 recessed 32:13 74:14 107:14 137:2 146:24 recitation 30:9 37:23 recite 28:14 29:3 38:3 39:4 recognize 92:22 recognizes 102:10 record 7:7 9:17 18:13 29:15 39:22 40:9 45:2 46:5 64:14,15 67:24 83:3 104:23
q	r		
quality 144:21 145:9 question 9:9,16,21 14:8,13 22:9 27:8 30:7 32:22 33:3 37:2 38:8,9 39:13 42:8 48:10 49:10 49:21 50:6,13,14 63:5 65:17 67:8 67:10 68:18 75:3 79:8 81:1 86:1 90:23 101:11	r 160:2 162:1,1 raised 107:18 rare 21:14 rarely 6:2 20:16 20:19 30:19 56:18 rat 96:12 reach 137:11 reached 15:5 react 64:10 read 5:2 29:14 33:2,6,11 66:18 75:2,6 89:8 90:5 91:13 131:24 132:21 143:15 161:3 163:4		

[record - responsible]

Page 20

106:11 107:8,11 123:7 124:19 128:17 129:13 138:14 142:16 143:18 153:15 160:8 recorded 88:22 160:7 records 57:9,14 67:14 87:19 88:1 88:21 95:9 reduce 18:11 refer 68:5 reference 96:6 150:14 referenced 145:12 referred 31:12,12 referring 28:17 83:3 105:20 124:5 124:14 125:7 126:1 139:24 refers 143:14 reflection 57:12 refusal 113:5 regard 129:3 135:16 regarding 114:5 130:19 regularly 48:24 71:12 88:22 rejected 36:16 rejecting 37:5,13 related 112:15 142:2,5,17,23 143:11 144:13 relating 9:18 14:10 relationship 10:18 17:18 18:21,23 19:10 20:15 22:3 28:3 34:5 58:17	61:24 66:24 67:4 67:12 148:15 relatively 88:8 release 138:22 139:3 relevance 7:16 relevancy 113:9 relevant 8:8 113:8 121:16 reliable 53:18 reliance 76:16 relied 42:13 53:5 127:9 149:17 relocated 10:12 rely 35:14 59:12 61:20 125:19 126:12 134:23 148:8 relying 37:13 42:6 48:13 66:6,10 123:15 127:4 remained 124:6,9 124:12 remember 28:4 29:20 40:23 45:16 71:1 72:3 105:22 118:7 renewal 158:4 renewed 54:20 77:16 rent 10:19 11:2 22:7 27:17 28:2 28:22 30:1 37:17 38:5,12,14,19 39:7 40:1,3,11 43:2,7 44:3,11 45:8 46:20 47:10,21 48:6,13,15 49:1 51:5 56:10 59:5 59:16 76:15,23 114:19,23 115:7,9	115:12,17,19,24 116:11,17,22,24 117:2,13,17 119:4 126:4 130:21,23 148:19 150:22 rental 27:22 39:6 39:24 40:22 41:7 41:16 45:11,14 46:18 47:9 48:5 49:2 50:21 54:16 57:21 58:7,12,15 58:24 59:2 72:12 72:15 109:13,17 118:6,14,16,22 152:3,13,23 repair 98:11 repaired 98:16 repeat 9:23 104:22 rephrase 55:10 replace 92:21 replaced 98:16 replicate 52:5 report 95:18 98:2 reporter 1:13 33:5 47:8 50:7 75:5 131:23 149:5 represent 15:18 20:1 42:24 109:2 152:6 representation 53:5 60:20 61:20 62:4 126:2 148:11 representations 42:7,14 125:19,22 125:24 126:3,9,13 148:8 149:16 represented 6:10 15:1 42:16 109:21 109:22 154:11 representing 2:5 2:11,18 6:4,7,16	6:18 7:9 21:2,3,4 21:6,7 32:7 104:10 represents 113:24 request 4:12 68:13 72:11 140:23,24 141:22 142:1 requested 73:9 requests 72:20 require 29:18 38:17 39:5 59:1 59:20 137:17 required 42:18 46:22 51:8 96:14 158:9 requirement 29:5 29:11 30:3 requires 29:21 38:10 39:13,23 113:13 reread 39:1 research 55:14 residential 29:23 36:7 39:10 148:22 resides 10:11 resolve 79:19,23 80:17 respect 92:9 127:10 respond 143:9 responding 133:8 137:16 response 68:12 131:11,13,14 133:15 141:22 responses 135:4,5 135:6 140:23 responsibilities 112:13 113:14 responsible 10:9 136:17
---	---	--	--

[rest - show]

Page 21

rest 61:22	129:21 130:8	96:22 97:1 98:5	seen 21:16
restate 14:9	133:1,2 139:17	98:10 99:7 117:1	send 10:2 12:22
restrict 54:24	141:24 142:8,22	119:12,14 123:8	13:1 15:1 31:21
result 124:1	144:7 148:7	123:11 139:18	36:2 100:22 101:2
retrieval 75:21	151:10 152:19	140:1,2,2	101:3 105:24
return 161:13	153:20 156:6	schedule 19:18	106:5,8,9,12 143:7
revealing 134:2	157:14,21 158:17	scheduled 17:9	151:3
review 24:4 31:15	ring 27:6	scope 114:4	sending 10:3,5,6
33:9 40:24 41:3,6	rings 17:1	137:14	14:16 69:4
57:6 63:24 65:24	risk 32:3	screen 73:23	sense 34:18
66:3 83:16,18,22	road 1:10 2:15	se 92:19	sent 7:12 9:12
84:1 94:14,19	robert 25:1	seal 160:12	22:16 31:19 69:2
97:19 107:17	roof 98:11	search 53:23	69:8,8,11,20 70:4
reviewed 50:1	room 154:19	73:11 121:15	70:11,13 71:14,17
66:5 94:21,23	rule 3:14 36:14	122:4,16	100:1,3,3,5,23
95:1 99:12	77:18,19,22 93:21	searched 73:10	102:8 119:12
reviewing 35:2,3	rules 126:22 127:2	122:11	121:1,2,13 122:16
41:12 51:9,15	running 11:19	searches 121:20	142:6 150:6
52:24 56:20 89:14	s	121:21	152:16
right 6:22 8:13,22	s 3:7 98:10	sec 155:18	sentence 91:6
15:19 18:16,18,24	sampson 1:4 66:15	second 46:11	separate 44:5
19:5,18 25:15	72:6 81:21 109:6	80:11 85:12 91:6	september's
26:1 30:4 31:10	116:5 148:16	97:8 107:8 111:21	114:23
37:16 41:14 43:24	150:6 152:2	116:9 148:17	series 130:9
44:4,8,11,12 45:5	154:24 155:3,12	151:23 152:1	serve 12:17 56:23
46:13,17 50:20	155:16	secret 62:19 154:3	served 12:11
53:13,24 55:20	sanitary 96:11,13	section 11:10	129:10
57:7 60:13 63:19	saturday 57:1	26:11 28:15,18,20	server 12:18
68:14,19 69:13,18	save 73:24 108:1	64:22 89:3 111:24	service 12:18
72:22 78:24 81:19	saved 73:24	139:18	services 14:2,20
84:7,10,13 90:1,4	saw 99:15 106:15	see 15:17 24:15	84:19,22
91:2 93:12,16	saying 13:15 79:10	25:23 37:19 41:15	sessions 6:23 7:2
95:6,22,24 96:1,24	93:20 104:7	46:14 49:15 56:23	set 16:11 29:24
97:12,22 98:4,20	105:18 156:4	57:13 69:17 70:2	92:4 129:14
99:9,11,19,22	says 25:24 29:5,10	95:19 96:21 97:1	sheet 161:6,9,11
103:6,8 108:22	30:4 37:17 38:20	98:23 99:5 136:10	161:14 163:9
110:3 112:22	39:8 40:2,10,12	146:3	shorthand 160:7
114:16,21 115:23	41:19 46:15 50:1	seeing 88:7	shot 73:23
117:2 118:9,12	58:4 60:3 69:16	seek 18:8 28:6	show 30:6 40:14
123:6,22 125:18	69:22 78:24 79:17	30:5	41:21 44:16 53:20
128:22 129:12,17	81:23 92:20 96:22		64:5 71:3 100:5

[show - supply]

Page 22

145:10 shown 54:20 shows 57:10 64:7 sign 5:2 161:8 signature 82:11,17 160:15 163:11 signed 151:20 152:3 significance 119:21 signifies 94:7 signify 85:4 signing 60:11 161:10 signs 92:19 simple 17:6 88:8 simply 59:11 90:22 134:9 single 9:16 126:2 sir 5:14 32:16 67:15 sit 39:22 site 26:5 sitting 40:19 six 132:13 sixth 19:20 slip 88:4 sloppy 27:2 slow 65:1 149:6 slower 132:1 solutions 1:19 somebody 10:10 27:2 69:4 87:18 146:13 someone's 88:5 sooner 111:1 sorry 12:2 20:24 22:10 25:7 30:15 31:24 33:19 35:2 43:14 45:19 55:10 62:24 64:14 67:9	97:17 105:16 113:1 114:19 127:7 131:16,23 132:2 138:13,18 140:22 149:5,7 152:10 155:10 sort 19:15 27:4 sounds 105:17 space 96:19 161:5 speak 32:20 74:23 110:18 147:10 specific 27:17 28:6 34:20 73:23 122:5 148:18 specifically 87:6 125:24 127:2 145:21 spend 35:1,3 spoke 32:23 67:6 83:14 131:3 spoken 76:21 151:7 154:4,13 spouse 10:11 spring 15:5 staff 16:1 18:14 20:20 62:22 63:1 63:7,20 90:21 stage 57:15 stamped 68:17 81:14 93:8 120:12 153:19 stand 101:5 standard 11:8 16:14 20:24 22:13 22:13 35:11 87:13 92:17 standardized 18:10 20:8 standing 160:4 start 5:13 21:11 26:10 29:17 31:8	49:24 51:14 61:22 132:4 147:22 started 6:11 starts 46:15 151:1 state 37:10 64:22 161:5 stated 66:20 80:9 86:17 90:9 91:17 statement 31:3 47:12 60:2,15 states 1:1 89:1,2 90:2 91:7,7 103:21,22 105:1 149:3,8 statute 8:5 40:3 123:12 step 92:23 136:23 146:6,18,19 steps 62:18,20 102:20 113:16 stipulate 7:23 8:4 stipulations 4:2 stop 80:11 stored 22:23 75:20 75:23 strange 79:16 strangers 155:12 streamline 147:7 street 1:20 69:17 70:15 95:11 strict 87:19 strike 10:24 30:2 62:24 158:12 stroke 55:20 strong 103:13 structural 96:3 structure 96:6,7,8 96:10,16,17 97:4 99:8 stuff 22:9 76:9 128:12,13 140:13	subcontracted 27:2 subject 9:21 69:16 70:14 90:2 95:13 102:24 128:10 137:8 149:4,9 161:10 submission 79:16 submit 73:16 135:6 submitted 73:7,18 77:12,19 subscribed 163:13 substance 127:22 128:10 163:8 substantive 37:12 sued 151:24 152:2 suggest 40:5 suggests 39:9 suit 46:23 50:10 50:22 51:1 158:10 suitability 27:22 39:6,24 40:22 41:7,16 45:11,14 46:19 47:9 48:5 49:2 50:22 54:16 57:21 58:8,13,16 58:24 59:2 72:12 72:15 109:13,17 118:6,15,17,22 152:4,13,23 suite 1:10,20 2:9 2:16 sum 10:21 13:4 sums 10:13,24 11:1,2,24 superseding 125:4 125:6,10 supervision 160:8 supply 43:10 77:21
--	---	--	--

[support - timer]

Page 23

support 20:20	talking 5:16 16:15	tenants 6:7,10,16	79:10 93:16
suppose 17:11	17:13 49:17,18	9:13 10:3,6 11:2	102:16 104:20
47:7 145:9	51:12 59:17 63:14	17:13 31:18 96:18	105:16 110:23
sure 8:19 13:18	72:1 74:6 81:13	114:1 131:20	112:16 113:7,7
18:13 19:2 24:5	83:20	132:8	116:23 120:13
45:2 46:13 50:23	talks 28:23 29:1	term 13:16 18:6	122:9,10,21 129:2
51:23 61:14 62:2	task 156:24	20:7 34:24 58:16	132:13 134:22
78:1 80:22 87:8	tax 19:21	82:1	135:6 137:20
87:18 92:2,12	telephone 77:2	terminate 10:18	147:11 152:6
93:1 127:15	90:12 91:19	34:5 150:18	153:8 154:16
136:18 144:18	106:19	termination 34:24	thinks 46:21 49:17
146:14 151:12	tell 11:10 37:24	58:16	third 24:23 34:5
153:7 155:13,19	77:6,13 86:18	terming 127:16	151:1
surely 88:17 95:3	98:14 120:12	terms 30:1 35:18	thirds 95:23
149:23	121:8 126:3	158:13	thirty 110:3
surmising 80:22	128:14 148:2	testified 5:6 29:7	119:23,24 161:15
surprise 101:15	160:6	128:24	thought 112:2
surprised 107:2	telling 15:19 47:8	testimony 3:3 33:6	thousand 14:16
119:17	ten 6:12 129:20	75:6 152:1 160:4	three 19:3 22:18
surrender 149:13	133:15	160:6,9	34:2,4,8
sworn 5:5 160:6	tenancy 39:10,11	text 40:18 109:3	threshold 46:20
163:13	tenant 5:24 6:15	thank 23:16 79:13	47:1 48:23
system 16:19 19:3	6:19,22 7:1,13	94:22 109:8	tie 15:20
20:8,24	9:18 13:22 14:16	124:24 158:19	time 7:11 9:4
systems 17:20	14:20 15:7,17	thanks 141:9	12:22 13:12,12,17
t	17:5,12,18 18:2,3	thereabouts	13:19,20,23 17:11
t 3:7 160:2,2 162:1	18:21,22 19:17	148:19	33:23,24 35:1,3,11
take 12:16 22:15	20:6,9,15 21:22	thereof 160:10	37:17 38:15 50:15
22:22 23:7 31:22	22:14 27:5,24	thing 12:19 16:24	50:18 54:10 67:23
35:8,10 43:13	28:3 37:12 38:17	18:1 77:1 87:13	72:2 77:21 82:6,7
50:7 52:21 61:23	45:15 55:7,12	88:8 158:14	82:22 85:19 86:11
62:18 68:16 73:23	58:21 61:6 63:12	things 7:20 8:7	89:5 100:12
102:20 107:3	63:16,18 83:22	12:3 18:12,14	107:21 108:2,9
113:16 132:3,23	96:19 102:21	34:17 52:22 79:20	116:11 119:1,2
135:16	103:21 104:24	109:11 121:20	135:20 140:5
taken 1:10 160:5	114:14 131:22	128:24	148:13 151:24
takes 13:11	132:11 140:15	think 6:9 18:2,3	152:2 154:12
talk 17:14,16	141:12 148:15	21:15,19 23:11,13	157:21 158:15
20:10 68:5 155:23	150:12 154:8	24:11 25:1 27:15	160:5
talked 19:13,14	155:6	38:20 48:2 50:17	timer 17:14
		54:23 57:19 60:5	

[times - verbally]

Page 24

times 13:11 21:7 22:2 57:2 tipping 15:5 today 26:16 58:1,7 59:3 79:4 108:13 125:11,13 139:3 139:10 told 38:2 77:16 86:16 87:6,21 89:18 92:3 105:8 105:9 111:17 112:23 130:20 136:3 156:11,12 158:1 tool 17:21 tools 145:7,9 top 78:24 95:18 96:21 119:13 123:8 total 149:20,23 totals 34:22 tradition 12:13 traffic 14:1 train 92:5 trained 16:7,20 56:13 training 140:12,18 141:7,13,15,19 142:13,15,16,18 142:20 143:5,11 143:20 trains 140:13 transcribed 160:7 transcript 4:1 161:16,17 transcription 160:8 163:6 translator 147:15 trego 1:12 160:17 trial 77:21 92:20 95:4 114:9	trick 155:10 156:16 tried 26:8 true 105:5,11 119:4,5 160:8 truly 18:20 trust 27:3 truth 103:5 106:4 160:6,6,6 try 102:9 trying 120:14,14 120:22 140:7 145:13 151:12 155:11 turn 46:11 68:8 81:3 84:6,11 86:6 88:24 93:8 95:5 97:16,17,21 108:19,20 110:2 118:8 119:6 122:19 123:5,19 124:17 126:17,18 129:9,19 130:7 138:10 139:16 140:22 141:22 150:3 151:9 153:18,24 157:13 turned 122:1 twice 57:4 151:14 two 6:23 16:6 19:1 23:13 27:15 35:8 44:5 79:20 84:4 89:1 95:23 104:7 110:23 121:18 130:12 145:12 151:16 twosie 17:22 type 19:20 34:5 53:22 54:8 56:9,9 100:22 101:3	typed 24:9 types 34:3 150:17 typical 35:1,3 typically 137:9 typographic 27:1 u uh 41:2 66:16 70:1 86:7 97:9,18 108:22 124:4,18 126:19 138:16 139:23 141:1 ultimately 12:11 18:8 70:23 107:4 113:8 117:6 131:8 143:2 unable 137:10 unaware 91:7,17 103:22 105:1,6,9 unclear 30:2 underlying 66:13 66:22 79:3 108:8 110:10 125:20 126:14 141:11 142:6 148:9 154:8 understand 6:15 13:14 30:16 32:8 32:16 33:18 37:2 37:4 74:20 104:13 104:19 108:4 113:9 120:15 124:8 127:16 133:4 134:22 135:19 136:16,16 136:18 141:14 151:13 understanding 37:24 136:8 understood 137:24 unfit 96:6,7,20 97:4 103:12,16	124:13 unintentional 64:23 139:19 unique 150:11 united 1:1 unlawful 96:9 unlicensed 77:14 77:16 unquote 46:21 unreliable 53:19 unsafe 96:8 unsanitary 96:11 unsigned 151:17 unwilling 128:9 upload 76:2,5 uploaded 56:8 use 16:15 20:7 73:12 121:18,23 145:8 usually 6:24 7:1 10:4 30:20 34:22 52:8 53:4 73:22 73:24 94:6 v vacate 7:12 9:7,12 10:2,13,21 11:24 12:7 22:16 31:13 31:15 33:10,21,22 34:3 36:2 51:15 53:1 149:4,9 150:5 151:3 vague 14:7 valid 36:17 37:18 43:22 44:1,6,10 79:9 88:11,12,18 89:4,12,19 van 85:17 vary 13:6,7 ventilation 96:13 verbally 92:17
---	---	--	---

[verbatim - yeah]

Page 25

verbatim 29:4	vs 1:5	26:20,23 27:4,14	134:20 135:10
verdict 112:9	w	41:22 53:9 55:9	140:4 141:6 146:8
verification 92:18	wait 50:5 80:10	55:19 73:18	147:12 149:7
92:19,20	110:13 113:2	152:22	158:22 160:9,12
verified 129:17	129:5 135:12,12	wednesday 1:8	161:1
verify 36:3 92:13	waive 128:18,20	week 5:23 14:17	woman 147:9
92:16	129:7 133:11,12	57:4	word 14:20 15:9
verifying 52:4	135:24 136:1	weigh 112:12	27:5 43:13 50:12
veritext 1:19	137:10	113:13	62:16 94:20
vermin 96:11	waived 132:24	weight 103:4	words 14:19 47:1
versus 42:9 112:7	134:19 135:22	went 111:17 114:9	64:4 85:12 87:13
view 52:22 61:23	147:4	152:21	work 15:24 16:4,8
viewed 95:3	waiver 128:4,6	willful 8:6,10,11	22:4 57:7,9,17,24
violation 38:13	waives 134:4	willing 107:21	64:4,4 88:6
53:14 63:12 64:23	waiving 133:14	129:6 133:10	140:14 143:14
91:10 96:2,22	134:7	window 11:19	144:3,5,18 145:6
97:5,8 98:9,12,13	walk 15:12 21:17	windows 98:15	155:15
98:15,18,22 99:5	walton 1:10 2:15	withdraw 107:22	working 24:23
99:16 100:5 103:7	want 13:11 17:14	108:12 110:5,7,9	works 24:24,24
103:10 104:1	18:4,5,7,13 24:15	110:14 111:6,13	writ 12:17
133:17 139:19	29:14 43:10 45:2	112:3 117:24	write 26:23,24
140:3	52:6 55:19 56:7	131:7,9	writing 35:19
violations 8:6 53:1	103:7 136:9	withdrawing	written 31:4 79:17
53:8 54:2,18,22,24	143:18 146:3,6,17	111:1	81:24 140:9
55:2,5 58:21	148:4 149:12	withdrawn 85:24	144:23,24 145:3
61:10 63:13 95:15	156:22	132:11	145:14,17,18,20
95:24 97:23 98:6	wanted 62:11	withdrew 107:4	wrong 19:10,10
100:22 101:3,21	110:15	108:10,17 119:2	53:16 93:4
101:23 102:2	wants 93:3	witness 4:16 9:10	wrote 24:1 69:24
105:9,24 106:5,9	warnings 150:17	9:23 11:21 14:14	x
106:10,15 107:1	water 12:4 17:6	22:10 24:5 25:15	x 3:1,7
126:7 130:1,13	19:21	31:24 32:4,7,10	y
134:11 155:21	way 12:11 13:9	33:1 67:9,14	yeah 5:19 11:6
156:8,9	14:22 35:5 52:7	68:14,19 69:9	17:16 21:11 22:21
voice 11:18 157:5	52:23 116:8	72:3 79:12,14	23:18,22 25:19
voluntarily 149:13	142:19 146:21	80:16,24 93:12	29:23 31:14 42:23
voluntary 138:22	ways 8:3,14 52:4	101:10,13 104:15	47:2,7 48:2 56:1
139:10	we've 15:9 57:15	111:3 112:19,22	62:21 63:23 70:6
volunteer 22:9	100:8 110:11	113:1 120:19	73:1,3 76:24
vosconez 110:1	website 3:11 15:10	121:9 122:24	83:17,24 84:20
	25:22,22 26:2,6,11	132:2,5 134:9,16	

[yeah - zillow]

Page 26

93:11 94:6 98:7
 103:19 104:15
 109:10,24 110:23
 114:24 119:7
 122:9 142:11
 143:6,16 150:10
 152:5 155:13
 157:23

year 5:15,20,21
 7:5 15:6 30:12
 48:1 52:20 57:2
 61:1,9 82:1
years 6:12 11:12
 27:15 141:21
younger 51:20

z

zero 6:21
zillow 52:5

EXHIBIT K

Gerrell Martin

Page 1	Page 3
<p>UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA</p> <p>---</p> <p>GERRELL MARTIN AND CURTIS : SAMPSON :</p> <p>Plaintiffs, :</p> <p>v. :</p> <p>LEVYLLAW, LLC AND BART E. : LEVY :</p> <p>Defendants. : CASE: 2:17-cv-01139-JHS</p> <p>---</p> <p>Oral deposition of GERRELL MARTIN, taken at THE PUBLIC INTEREST LAW CENTER, United Way Building, 1709 Benjamin Franklin Parkway, 2nd Floor, Philadelphia, Pennsylvania, on Monday, November 20th, 2017, at 10:07 a.m., before Stephanie Marie Calter, a Shorthand Reporter and Notary Public.</p> <p>---</p> <p>KAPLAN, LEAMAN AND WOLFE Registered Professional Reporters 230 South Broad Street, Suite 1303 Philadelphia, Pennsylvania 19102 (215) 922-7112</p>	<p>1 INDEX</p> <p>2 WITNESS EXAMINATION BY PAGE</p> <p>3 GERRELL MARTIN</p> <p>4 EXAMINATION</p> <p>5</p> <p>Ms. Clemm 5</p> <p>6</p> <p>7</p> <p>8</p> <p>9 EXHIBITS</p> <p>10</p> <p>11 EXHIBIT NUMBER DESCRIPTION PAGE</p> <p>12 D-1 LETTER 63</p> <p>13 D-2 LANDLORD/TENANT COMPLAINT 73</p> <p>14 D-3 LICENSE 76</p> <p>15 D-4 LETTER 85</p> <p>16 D-5 LETTER 86</p> <p>17 D-6 LETTER 92</p> <p>18 D-7 PRELIMINARY ORDER 94</p> <p>19 D-8 LETTER 106</p> <p>20 D-9 FINAL ORDER 106</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
Page 2	Page 4
<p>1 APPEARANCES:</p> <p>2</p> <p>3 THE PUBLIC INTEREST LAW CENTER</p> <p>4 BY: DAN UREVICK-ACKELSBERG, ESQUIRE</p> <p>5 United Way Building</p> <p>6 1709 Benjamin Franklin Parkway</p> <p>7 2nd Floor</p> <p>8 Philadelphia, Pennsylvania 19103</p> <p>9 dackelsberg@pubintl.org</p> <p>10 Attorney for the Plaintiff</p> <p>11 (267) 546-1316</p> <p>12</p> <p>13</p> <p>14 FLITTER MILZ, P.C.</p> <p>15 BY: ANDREW M. MILZ, ESQUIRE</p> <p>16 450 N. Narberth Avenue</p> <p>17 Suite 101</p> <p>18 Narberth, Pennsylvania 19072</p> <p>19 amilz@consumerslaw.com</p> <p>20 Attorney for the Plaintiff</p> <p>21 (610) 668-0018</p> <p>22</p> <p>23 CLEMM AND ASSOCIATES, LLC</p> <p>24 BY: KATIE CLEMM, ESQUIRE</p> <p>488 Norristown Road</p> <p>Suite 140</p> <p>Blue Bell, Pennsylvania 19422</p> <p>kcl Emm@cl EmmLaw.com</p> <p>Attorney for the Defendant</p> <p>(484) 539-1300</p> <p>Also Present: Curtis Sampson</p>	<p>1 LITIGATION SUPPORT INDEX</p> <p>2 Direction to Witness Not to Answer</p> <p>3 Page Line Page Line Page Line</p> <p>4 142 12</p> <p>5 142 22</p> <p>6 143 9</p> <p>7</p> <p>8</p> <p>9 Request for Production of Documents</p> <p>10 Page Line Page Line Page Line</p> <p>11 67 23</p> <p>12 138 3</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 Stipulations</p> <p>18 Page Line Page Line Page Line</p> <p>19 5 8-13</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

1 (Pages 1 to 4)

Gerrell Martin

Page 5	Page 7
<p>1 THE COURT REPORTER: Usual</p> <p>2 stipulations?</p> <p>3 MR. UREVICK-ACKELSBERG: Read</p> <p>4 and sign.</p> <p>5 We will stipulate to objections</p> <p>6 except as to the form.</p> <p>7 ---</p> <p>8 (It is hereby stipulated and agreed by</p> <p>9 and among counsel that the filing,</p> <p>10 sealing, and certification are waived;</p> <p>11 and that all objections, except as to the form</p> <p>12 of the question, are reserved until the time</p> <p>13 of trial.)</p> <p>14 ---</p> <p>15 GERRELL MARTIN, after having</p> <p>16 been first duly sworn, was examined and</p> <p>17 testified as follows:</p> <p>18 ---</p> <p>19 EXAMINATION</p> <p>20 ---</p> <p>21 BY MS. CLEMM</p> <p>22 Q Good morning, Ms. Martin.</p> <p>23 A Good morning.</p> <p>24 Q I'm the attorney for the defendants in</p>	<p>1 Q How old are you?</p> <p>2 A Twenty-nine.</p> <p>3 Q Where do you currently reside?</p> <p>4 A 5412 North 4th Street 19120,</p> <p>5 Philadelphia, PA.</p> <p>6 Q Does anyone over the age of 21 live with</p> <p>7 you?</p> <p>8 A Yes.</p> <p>9 Q Who's that?</p> <p>10 A My husband.</p> <p>11 Q What's his name?</p> <p>12 A Curtis Sampson.</p> <p>13 Q Does anyone under the age of 21 live with</p> <p>14 you?</p> <p>15 A Yes.</p> <p>16 Q Who's that?</p> <p>17 A Jahnay Gateward. You want me to spell it?</p> <p>18 Q Yes.</p> <p>19 A G-A-T -- sorry. J-A-H-N-A-Y, Gateward,</p> <p>20 G-A-T-E-W-A-R-D.</p> <p>21 Q How old is he?</p> <p>22 A Nine.</p> <p>23 Q Anyone else?</p> <p>24 A Jahmean, J-A-H-M-E-A-N, Gateward,</p>
Page 6	Page 8
<p>1 this matter, Bart Levy and Levy Law. We are here to</p> <p>2 take your deposition today.</p> <p>3 Have you ever been deposed before?</p> <p>4 A No.</p> <p>5 Q I'm going to give you a few instructions</p> <p>6 before we begin.</p> <p>7 First of all, I'm going to ask you</p> <p>8 some questions and you're going to answer. It's</p> <p>9 important for purposes of the court reporter that</p> <p>10 you let me finish my question before you respond.</p> <p>11 I'll endeavor to let you finish your answer before I</p> <p>12 ask you the next question. It's easier for her to</p> <p>13 get everything down.</p> <p>14 Similarly, answers need to be verbal.</p> <p>15 Nods of the head, the court reporter can't take</p> <p>16 down. It's important that you answer with yes or no</p> <p>17 or something like that.</p> <p>18 A Okay.</p> <p>19 Q If you need to take a break at any time,</p> <p>20 just let us know. We can certainly do that. Okay?</p> <p>21 A All right.</p> <p>22 Q Can you give me your full name?</p> <p>23 A Gerrell, G-E-R-R-E-L-L, Kassandra,</p> <p>24 K-A-S-S-A-N-D-R-A, Martin.</p>	<p>1 G-A-T-E-W-A-R-D.</p> <p>2 Q How old is he?</p> <p>3 A Eleven.</p> <p>4 Q Anyone else?</p> <p>5 A Janiyah, J-A-N-I-Y-A-H, Wood, W-O-O-D,</p> <p>6 Haneef, H-A-N-E-E-F, Sampson, S-A-M-P-S-O-N, three,</p> <p>7 Honesty Sampson, S-A-M-P-S-O-N, she's one, Hakeem --</p> <p>8 huh?</p> <p>9 MR. UREVICK-ACKELSBERG: You</p> <p>10 can't -- let her.</p> <p>11 MS. CLEMM: You can't speak</p> <p>12 while she's...</p> <p>13 THE WITNESS: H-A-K-E-E-M,</p> <p>14 Sampson, S-A-M-P-S-O-N, six.</p> <p>15 BY MS. CLEMM</p> <p>16 Q Anyone else?</p> <p>17 A Yes. I believe that's it.</p> <p>18 MR. UREVICK-ACKELSBERG: I'm</p> <p>19 sorry.</p> <p>20 Can I talk to my client one</p> <p>21 second? I forgot one preliminary</p> <p>22 question. We'll be right back.</p> <p>23 MS. CLEMM: Sure.</p> <p>24 ---</p>

2 (Pages 5 to 8)

Gerrell Martin

Page 9	Page 11
<p>1 (At this time, a recess was 2 taken.) 3 --- 4 BY MS. CLEMM 5 Q Ms. Martin of the six individuals, which 6 you named, are they all your children? 7 A Four of them are my children. Two are my 8 stepchildren. 9 Q Which two are your stepchildren? 10 A Hakeem Sampson and Janiyah Wood. 11 Q Could you go through your educational 12 history from high school to the present? 13 A Yes. I did up to 11th grade. 14 Q Any other certifications or schooling 15 after that? 16 A No. 17 Q Could you go through your work history 18 from high school to the present? 19 A I did some -- like places? Are you asking 20 what places I have worked? 21 Q Yes. Places and job titles. 22 A I worked at Wal-Mart as a cashier and a 23 customer service representative. I worked at 24 Burlington Coat Factory, cashier. I worked at</p>	<p>1 A And -- I'm sorry. 2 Q Please go through your addresses for the 3 past ten years. From beginning in 2007, where did 4 you live? 5 MR. UREVICK-ACKELSBERG: Katie, 6 just so the record is clear, you said 7 anything after that. I not sure whether 8 you thought she was talking about 9 Resources -- RHD. 10 Just so the record is clear, you 11 have subsequent job history according -- 12 after RHD, correct? 13 THE WITNESS: Yes. Yes. 14 MR. UREVICK-ACKELSBERG: I want 15 to make sure the record is clear. 16 THE WITNESS: Did I have a job 17 after RHD? Yes. 18 BY MS. CLEMM 19 Q What was your job after RHD? 20 A NHS. 21 MS. CLEMM: Thank you. 22 MR. UREVICK-ACKELSBERG: Sure. 23 BY MS. CLEMM 24 Q What was your job title there?</p>
Page 10	Page 12
<p>1 Public Partnership as a data entry clerk and housing 2 counselor. 3 Q What did you to as a housing counselor for 4 them? 5 A I did budgeting, budget counseling and 6 credit counseling. 7 Q What is Public Partnership? What kind of 8 work do they do? 9 A It's a nonprofit organization. It has 10 multiple little areas in it. I'm not familiar with 11 every department, but I worked and I was doing 12 counseling there. 13 Q Anything after that? 14 A I worked at RHD. 15 Q What's that? 16 A It's a -- it's working with mental health. 17 I was a -- I was DSP direct person. 18 Q What were your job duties as a direct 19 person in the mental health department at RHD? 20 A Administering meds and accompanying them 21 to appointments, to and from appointments, feeding. 22 Q Anything after that? 23 A Not that I can think of right now. 24 Q Okay.</p>	<p>1 A DSP, same. 2 Q Any further work history after that? 3 A No. 4 Q Is that were you currently work? 5 A Yes. 6 Q When did you begin working there? 7 A Sometime in -- I believe, it was the 8 beginning of 2014. 9 Q Now please tell me were you lived in 2007? 10 A 2007? 11 Q Correct. 12 A I'm not sure where I was at. In 2007? 13 Q Correct. 14 A I'm not sure. 15 Q What's the last address which you remember 16 living in over the past ten years? 17 A The last address? 18 Q For the past ten years, so closer to ten 19 years ago. 20 MR. UREVICK-ACKELSBERG: 21 Objection as to form. 22 You can answer. 23 THE WITNESS: Do you -- 24 MS. CLEMM: If you need me to</p>

3 (Pages 9 to 12)

Gerrell Martin

Page 13	Page 15
<p>1 rephrase the question.</p> <p>2 THE WITNESS: Yes, please.</p> <p>3 BY THE WITNESS</p> <p>4 Q Beginning in, say, 2008, where did you</p> <p>5 live?</p> <p>6 A I'm not sure.</p> <p>7 Q In 2009, where did you live? What</p> <p>8 address?</p> <p>9 A I'm not sure.</p> <p>10 Q Same question for 2010.</p> <p>11 A I'm not sure.</p> <p>12 Q Same question for 2011.</p> <p>13 A 2011? I believe I was at -- I'm not --</p> <p>14 I'm not sure.</p> <p>15 MR. UREVICK-ACKELSBURG: Again,</p> <p>16 just so that I understand, and you can</p> <p>17 stop me if you want, are you saying you</p> <p>18 don't know the year, the specific year,</p> <p>19 you lived at a place or you don't know</p> <p>20 your previous address?</p> <p>21 THE WITNESS: I'm not sure about</p> <p>22 the year. Like, I don't know the year.</p> <p>23 MR. UREVICK-ACKELSBURG: If we</p> <p>24 start with where you live now and go back</p>	<p>1 Q Do you know what section of Philadelphia?</p> <p>2 A Huntingdon [sic] Park section.</p> <p>3 Q What was the time period that you lived at</p> <p>4 that address?</p> <p>5 A I don't remember the start date.</p> <p>6 Q Do you know an approximate amount of time</p> <p>7 that you lived there, if you could guess?</p> <p>8 A No.</p> <p>9 Q Do you remember the place that you lived</p> <p>10 before the Hunting Park address, the address?</p> <p>11 A No.</p> <p>12 Q Do you remember the location?</p> <p>13 A No.</p> <p>14 Q Was it in Philadelphia?</p> <p>15 A Yes.</p> <p>16 Q For the Hunting Park address, I believe</p> <p>17 you told me you did not remember the landlord; is</p> <p>18 that correct?</p> <p>19 A Yes.</p> <p>20 Q Were you ever delinquent on your rental</p> <p>21 payments at that address?</p> <p>22 MR. UREVICK-ACKELSBURG:</p> <p>23 Objection to form.</p> <p>24 THE WITNESS: You mean...</p>
Page 14	Page 16
<p>1 to the previous places -- is that okay?</p> <p>2 MS. CLEMM: Okay. I can do</p> <p>3 that.</p> <p>4 BY MS. CLEMM</p> <p>5 Q What is your current -- I have your</p> <p>6 current address.</p> <p>7 When did you begin living at 5412</p> <p>8 North 4th Street?</p> <p>9 A March of 2017, right? '17.</p> <p>10 Q What address did you live at prior to</p> <p>11 March of 2017?</p> <p>12 A 1916 Clarence Street.</p> <p>13 Q What time period did you live there?</p> <p>14 A Starting in 2000 -- I believe it was the</p> <p>15 end of 2013.</p> <p>16 Q To March of 2017?</p> <p>17 A Yes.</p> <p>18 Q Where did you live immediately prior to</p> <p>19 1916 Clarence Street?</p> <p>20 A I don't remember the address.</p> <p>21 Q Do you remember the landlord?</p> <p>22 A No, I don't.</p> <p>23 Q Was it in Philadelphia?</p> <p>24 A Yes, it was.</p>	<p>1 BY MS. CLEMM</p> <p>2 Q Did you ever miss a rental payment at that</p> <p>3 address?</p> <p>4 A I can't remember.</p> <p>5 Q Were you evicted from that premises?</p> <p>6 A No.</p> <p>7 Q At the Hunting Park area address, were you</p> <p>8 provided with a Certificate of Rental Suitability</p> <p>9 issued by the Department of Licenses and Inspections</p> <p>10 for that address?</p> <p>11 A For what address?</p> <p>12 Q For the Hunting Park location.</p> <p>13 A No.</p> <p>14 Q Also, at the Hunting Park location, were</p> <p>15 you provided with the Owner's Attestation to the</p> <p>16 Suitability of the Dwelling Unit?</p> <p>17 A Not that I recall, no.</p> <p>18 Q Also, at the address, were you provided</p> <p>19 with a copy of the City of Philadelphia Partners for</p> <p>20 Good Housing Handbook?</p> <p>21 A No.</p> <p>22 Q What was the condition of that property?</p> <p>23 A Condition, meaning?</p> <p>24 Q Meaning, were there any problems with the</p>

4 (Pages 13 to 16)

Gerrell Martin

Page 17	Page 19
<p>1 structure of the house, any leaks?</p> <p>2 MR. UREVICK-ACKELSBERG:</p> <p>3 Objection as to form.</p> <p>4 You can answer.</p> <p>5 THE WITNESS: Are you asking me,</p> <p>6 did I do like an inspection on the house?</p> <p>7 BY MS. CLEMM</p> <p>8 Q No. I'm asking you what the condition of</p> <p>9 the property was. Was it in good condition?</p> <p>10 A I wouldn't be able to know if it's in good</p> <p>11 condition, because I just don't know.</p> <p>12 Q Were you --</p> <p>13 A I wouldn't know if it was leaky pipes or</p> <p>14 if the foundation was good, because I don't know</p> <p>15 anything about foundation or -- are you asking me to</p> <p>16 my --</p> <p>17 MR. UREVICK-ACKELSBERG: Just</p> <p>18 answer the question she asked.</p> <p>19 THE WITNESS: I can't.</p> <p>20 BY MS. CLEMM</p> <p>21 Q When you were living there, did you have</p> <p>22 any complaints about things like leaky pipes or the</p> <p>23 house being -- needing repairs, things like that?</p> <p>24</p>	<p>1 MR. UREVICK-ACKELSBERG:</p> <p>2 Objection.</p> <p>3 You can answer.</p> <p>4 THE WITNESS: I'm not sure. I'm</p> <p>5 not -- I'm not sure of the exact question.</p> <p>6 MR. UREVICK-ACKELSBERG: Just to</p> <p>7 get the -- so we have the record clear.</p> <p>8 As you know, there are two parties here.</p> <p>9 MS. CLEMM: Correct. I'm asking</p> <p>10 who she remembers as the landlord for that</p> <p>11 property.</p> <p>12 THE WITNESS: I know the last --</p> <p>13 the last one that I remember is Argentina</p> <p>14 I don't remember what her last name is.</p> <p>15 It's -- I don't remember the previous one.</p> <p>16 BY MS. CLEMM</p> <p>17 Q You remember an Argentina and then there</p> <p>18 was one prior to that. There was a landlord prior</p> <p>19 to Argentina?</p> <p>20 A Yes.</p> <p>21 Q Were there any other landlords while you</p> <p>22 were living there?</p> <p>23 A Not that I recall, no.</p> <p>24 Q Did you rent property directly from -- I'm</p>
Page 18	Page 20
<p>1 MR. UREVICK-ACKELSBERG:</p> <p>2 Objection.</p> <p>3 You can answer.</p> <p>4 THE WITNESS: I don't -- I don't</p> <p>5 know how to -- I don't recall. I don't</p> <p>6 remember.</p> <p>7 BY MS. CLEMM</p> <p>8 Q Was there any litigation brought by the</p> <p>9 landlord regarding this residence for anything</p> <p>10 against you?</p> <p>11 MR. UREVICK-ACKELSBERG:</p> <p>12 Objection.</p> <p>13 THE WITNESS: I don't know what</p> <p>14 that means.</p> <p>15 BY MS. CLEMM</p> <p>16 Q Did the landlord ever sue you for anything</p> <p>17 related to this property?</p> <p>18 A No.</p> <p>19 Q Did you ever sue the landlord for anything</p> <p>20 related to this property?</p> <p>21 A No.</p> <p>22 Q Now for 1916 Clarence Street, do you</p> <p>23 remember who the landlord was for that property?</p> <p>24</p>	<p>1 assuming the other landlord.</p> <p>2 Did you have dealings with the other</p> <p>3 landlord when you rented the property?</p> <p>4 MR. UREVICK-ACKELSBERG:</p> <p>5 Objection.</p> <p>6 THE WITNESS: I don't know. I</p> <p>7 don't know what that means.</p> <p>8 BY MS. CLEMM</p> <p>9 Q When you went to rent the 1916 Clarence</p> <p>10 Street, who did you contact to rent that property?</p> <p>11 A First, the owners. I don't remember their</p> <p>12 names, but it was the owners prior to Argentina.</p> <p>13 Q That was the landlord?</p> <p>14 A I believe so, yes.</p> <p>15 Q You contacted that landlord directly?</p> <p>16 A Yes.</p> <p>17 Q When the other landlord was the landlord</p> <p>18 for that property, were you ever late or did you</p> <p>19 ever -- were you ever late on any of your rental</p> <p>20 payments?</p> <p>21 MR. UREVICK-ACKELSBERG:</p> <p>22 Objection.</p> <p>23 MS. CLEMM: What's the</p> <p>24 objection?</p>

5 (Pages 17 to 20)

Gerrell Martin

<p style="text-align: right;">Page 21</p> <p>1 MR. UREVICK-ACKELSBERG: As to</p> <p>2 form.</p> <p>3 You can answer the question. I</p> <p>4 don't understand what you're asking.</p> <p>5 There was a lot of compounds there.</p> <p>6 You can answer if you understand</p> <p>7 it.</p> <p>8 THE WITNESS: No. I don't</p> <p>9 understand it. You said the other land</p> <p>10 lord.</p> <p>11 BY MS. CLEMM</p> <p>12 Q When the other landlord was your landlord,</p> <p>13 were you ever late on any of your rental payments?</p> <p>14 A I don't know what you mean. The other</p> <p>15 landlord to the other landlord, I don't know.</p> <p>16 Q The first landlord --</p> <p>17 A The first landlord?</p> <p>18 Q -- that was the landlord at this property.</p> <p>19 A What was the question? Can you say that</p> <p>20 again?</p> <p>21 Q When the first landlord was the landlord</p> <p>22 at this property, were you ever late on any of your</p> <p>23 rental payments?</p> <p>24 A No.</p>	<p style="text-align: right;">Page 23</p> <p>1 BY MS. CLEMM</p> <p>2 Q What were the circumstances surrounding</p> <p>3 that missed payment?</p> <p>4 A There was no heat. There was holes in the</p> <p>5 ceiling. There was leaks in the kitchen. The door</p> <p>6 fell off the hinges. I'm sure there's a lot of</p> <p>7 other things.</p> <p>8 Q When did you first not make a rental</p> <p>9 payment?</p> <p>10 MR. UREVICK-ACKELSBERG: Same</p> <p>11 objection.</p> <p>12 You can answer.</p> <p>13 MS. CLEMM: Tell me what the</p> <p>14 objection is to the form.</p> <p>15 MR. UREVICK-ACKELSBERG: Well, I</p> <p>16 think among other things, there's a</p> <p>17 question as to whether she put money into</p> <p>18 escrow and made a payment into escrow,</p> <p>19 things of that nature. You are saying she</p> <p>20 didn't make a payment.</p> <p>21 I'm going to object to the form.</p> <p>22 MS. CLEMM: Okay.</p> <p>23 BY MS. CLEMM</p> <p>24 Q When was the first time you did not make a</p>
<p style="text-align: right;">Page 22</p> <p>1 Q Did you ever miss any of your rental</p> <p>2 payments?</p> <p>3 A No.</p> <p>4 Q When Argentina was the landlord at 1916</p> <p>5 Clarence Street, were you ever late on any of your</p> <p>6 rental payments?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 You can answer.</p> <p>10 THE WITNESS: I don't recall.</p> <p>11 BY MS. CLEMM</p> <p>12 Q When Argentina was the landlord at 1916</p> <p>13 Clarence Street, did you ever miss any rental</p> <p>14 payments?</p> <p>15 A I'm not sure how to answer the question.</p> <p>16 Miss it?</p> <p>17 Q Did you ever not make any of the rental</p> <p>18 payments when they became due?</p> <p>19 A Yes.</p> <p>20 MR. UREVICK-ACKELSBERG:</p> <p>21 Objection to the form.</p> <p>22 Answer the question.</p> <p>23 THE WITNESS: Yes. I missed a</p> <p>24 payment.</p>	<p style="text-align: right;">Page 24</p> <p>1 rental payment when it was supposed to be due under</p> <p>2 the lease?</p> <p>3 A When was the first time? Say that again.</p> <p>4 Q That you did not make a rental payment.</p> <p>5 You said that you didn't make a</p> <p>6 rental payment because there were all of these</p> <p>7 issues with the house.</p> <p>8 When was that? What time frame?</p> <p>9 A It wasn't paid directly to them.</p> <p>10 Q What time? Was it in 2016? Was it in</p> <p>11 2015?</p> <p>12 A I don't know. I don't know.</p> <p>13 Q You don't remember?</p> <p>14 A I don't know what you mean by the</p> <p>15 question.</p> <p>16 Q You explained to me there was one period</p> <p>17 of time that you missed a rental payment, correct?</p> <p>18 A Right.</p> <p>19 Q When was that payment due?</p> <p>20 A I believe it was September. I believe it</p> <p>21 was September.</p> <p>22 Q September of what year?</p> <p>23 A 2016.</p> <p>24 Q Was there any time after September 2016</p>

6 (Pages 21 to 24)

Gerrell Martin

Page 25	Page 27
<p>1 when a rent payment was supposed to be due that you 2 did not pay? 3 MR. UREVICK-ACKELSBERG: 4 Objection. 5 THE WITNESS: Can you repeat 6 that? 7 BY MS. CLEMM 8 Q Sure. 9 Was there any time after 10 September 2016 when a rental payment came due, but 11 you did not pay it? 12 A I'm not sure how to answer that question. 13 Q I'm not trying to trip you up or anything. 14 I'm trying to get the facts here. 15 I believe in the complaint it stated 16 that you withheld the rent for September 2016 and 17 October 2016. 18 Does that sound correct? 19 A Yes. 20 Q October of 2016, you did not pay the rent 21 for that month? 22 MR. UREVICK-ACKELSBERG: 23 Objection. 24 You can answer.</p>	<p>1 Q At this 1916 Clarence Street, when you 2 first rented the apartment back in 2013, did the 3 landlord, at that time, provide you with a 4 Certificate of Rental Suitability issued by the 5 Department of Licenses and Inspections? 6 A The house that I rented? 7 Q Correct. At 1916 Clarence Street. 8 A Are you asking me the first landlord or 9 are you asking me the most recent one? 10 Q The first landlord in 2013. 11 A No. 12 Q Did that landlord provide you a copy of 13 the Owner's Attestation to the Suitability of the 14 Dwelling Unit? 15 A No. 16 Q Did that landlord provide you with a copy 17 of The City of Philadelphia Partners for Good 18 Housing Handbook? 19 A No. 20 Q Did you tell the landlord that they had 21 not provided this to you, those documents to you? 22 A I don't remember. 23 Q The second landlord, Argentina, when she 24 -- when did she become your landlord?</p>
Page 26	Page 28
<p>1 THE WITNESS: I'm not sure if it 2 was -- I'm not sure if it was October or 3 September. 4 BY MS. CLEMM 5 Q Was it only one rental payment that was 6 not paid to the landlord? 7 A No. I believe that it was more than one. 8 Q When was the next time after 9 September 2016 when you did not pay the rent to the 10 landlord when it became due under the lease? 11 A In September, October. 12 Q What were the circumstances surrounding 13 that rental payment that was not paid to the 14 landlord? 15 A Why didn't I give it to him? 16 Q Correct. 17 A I didn't -- it was, once again, no heat, 18 and it was -- there was no heat. There was no -- 19 leaks in the ceiling. There was no rental 20 suitability. There was no -- the door was falling 21 off the hinges. 22 The door was falling off the hinges. 23 It was leaking in the living room. It was -- the 24 sparks was catching fire. It was multiple things.</p>	<p>1 A I'm not sure, because I didn't know she 2 was my landlord when she was my landlord. 3 Q Who were your rental checks made payable 4 to? 5 A I didn't use checks. 6 Q How did you pay the rent? 7 A Money order and cash. 8 Q Who were the money orders and/or cash 9 delivered to for the rental payments? 10 A There was a gentleman who came who stated 11 he was the owner of the home. 12 Q What was his name? 13 A I don't remember what his name is. 14 Q Would he come to the property to pick up 15 the checks? 16 A Yes. 17 Q Would you have any direct dealings with 18 him? 19 A Yes. 20 Q How often would you speak to him? 21 A What? I can't really give a specific 22 answer. 23 Q Would you give him the cash or money order 24 every month or would somebody else do it for you?</p>

7 (Pages 25 to 28)

Gerrell Martin

<p style="text-align: right;">Page 29</p> <p>1 A Would I give it to him? I would give it</p> <p>2 to him.</p> <p>3 Q Did you speak to him every month when he</p> <p>4 came for the rental payments?</p> <p>5 A I wouldn't say every month.</p> <p>6 Q Who would speak to him the other months --</p> <p>7 A Are you -- I'm sorry. I didn't understand</p> <p>8 the question.</p> <p>9 Are you asking me, am I only the</p> <p>10 person who dealt with him? Or are you asking me am</p> <p>11 I the only person that gave him money?</p> <p>12 Q When he came to the collect the rental</p> <p>13 payments, you told me that you had direct dealings</p> <p>14 with him.</p> <p>15 Would that happen every month?</p> <p>16 A No, because -- no.</p> <p>17 Q For the month that did not happen, why</p> <p>18 would you not have any direct dealings with him?</p> <p>19 MR. UREVICK-ACKELSBERG:</p> <p>20 Objection.</p> <p>21 You can answer.</p> <p>22 THE WITNESS: Someone else came</p> <p>23 to the house other than him.</p> <p>24</p>	<p style="text-align: right;">Page 31</p> <p>1 Q Back in 2013, when you would pay the</p> <p>2 rental payments to whoever came to your property --</p> <p>3 A Right.</p> <p>4 Q -- who was that person that came to your</p> <p>5 property to collect the rental payments?</p> <p>6 A The landlord.</p> <p>7 Q That was the original landlord?</p> <p>8 A That was the original landlord when I</p> <p>9 moved out.</p> <p>10 Q He would come every month?</p> <p>11 A Yes.</p> <p>12 Q Would you speak with him directly every</p> <p>13 month?</p> <p>14 A Yes.</p> <p>15 Q When he would come to collect the</p> <p>16 payments, was there ever a time that you told him</p> <p>17 about problems with the property?</p> <p>18 A Just to be clear, this is the landlord</p> <p>19 when I first moved in?</p> <p>20 Q Correct. The first landlord.</p> <p>21 A Can you repeat that question?</p> <p>22 Q When he came to collect the rental</p> <p>23 payments, was there ever a time when you spoke with</p> <p>24 him or told him about any issues with the property?</p>
<p style="text-align: right;">Page 30</p> <p>1 BY MS. CLEMM</p> <p>2 Q Someone else who was the landlord's</p> <p>3 representative; is that correct?</p> <p>4 A I didn't know who was the landlord or who</p> <p>5 was the representative.</p> <p>6 Q How did you know that you should give that</p> <p>7 money or money order or cash to that person who</p> <p>8 came?</p> <p>9 A He told me he bought the house. He was</p> <p>10 the new owner of the house.</p> <p>11 Q This was a different person than the other</p> <p>12 gentleman who claimed he was an agent of the</p> <p>13 landlord?</p> <p>14 A I don't know what you're -- I don't</p> <p>15 understand.</p> <p>16 Q You said there were different people that</p> <p>17 would come to collect the money; is that correct?</p> <p>18 A Yes.</p> <p>19 Q The first gentleman that you told me about</p> <p>20 said was a representative of the first landlord?</p> <p>21 A No.</p> <p>22 Q Who was he then?</p> <p>23 A He was a representator [sic] of the, like,</p> <p>24 the most recent landlord that...</p>	<p style="text-align: right;">Page 32</p> <p>1 A Yes.</p> <p>2 Q When was the first time that occurred?</p> <p>3 A I'm not sure about the specific date, but</p> <p>4 I would say maybe the first 30 days or so, about</p> <p>5 that.</p> <p>6 Q What was wrong with the property at that</p> <p>7 time in the first 30 days?</p> <p>8 A It was -- it was something wrong with the</p> <p>9 heating system.</p> <p>10 Q Do you remember, specifically, what was</p> <p>11 wrong the heating system?</p> <p>12 A No.</p> <p>13 Q Did that landlord fix that problem?</p> <p>14 A Yes.</p> <p>15 Q Was there a time after that, that you told</p> <p>16 the landlord there were any issues with the</p> <p>17 property?</p> <p>18 A Yes.</p> <p>19 Q When was that?</p> <p>20 A I don't know the exactly [sic] one, but it</p> <p>21 was around the same time.</p> <p>22 Q It was during the first 30 days as well?</p> <p>23 A I'm not sure if it was in the 30 days or</p> <p>24 out of the 30 days, but it was -- I complained</p>

8 (Pages 29 to 32)

Gerrell Martin

Page 33	Page 35
<p>1 numerous times.</p> <p>2 Q Approximately, how many times did you</p> <p>3 complain to the original landlord about issues with</p> <p>4 your property?</p> <p>5 A I don't know exactly how many times.</p> <p>6 Q If you could guess, was it about 10, 20?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 THE WITNESS: No. I can't</p> <p>10 guess.</p> <p>11 BY MS. CLEMM</p> <p>12 Q Did you ever contact the landlord in a</p> <p>13 way, other than the landlord coming to your house</p> <p>14 and talking to you, about any issues with the</p> <p>15 property?</p> <p>16 A Yes.</p> <p>17 Q How did you communicate with the landlord</p> <p>18 about those issues?</p> <p>19 A By phone.</p> <p>20 Q Was that the only other method of</p> <p>21 communicating that with the landlord?</p> <p>22 A In person and by phone.</p> <p>23 Q Approximately, how many phone calls did</p> <p>24 you make to the landlord about issues with the home?</p>	<p>1 Q It was a male and a female?</p> <p>2 A Yes.</p> <p>3 Q Do you remember the names of either one of</p> <p>4 them?</p> <p>5 A Argentina, I don't recall her last name.</p> <p>6 And I cannot remember the gentleman's name that was</p> <p>7 representing, because he was representing.</p> <p>8 Q Argentina was the second landlord,</p> <p>9 correct?</p> <p>10 A I don't know who was the first landlord or</p> <p>11 second. I didn't even know who was representing</p> <p>12 who.</p> <p>13 Q You told me there was an original landlord</p> <p>14 back in 2013 to sometime, correct?</p> <p>15 A Yes.</p> <p>16 Q Then after that, that Argentina was the</p> <p>17 second landlord; is that correct?</p> <p>18 A Right.</p> <p>19 Q Argentina was your second landlord, and</p> <p>20 she also came and collected the rental payments at</p> <p>21 some point?</p> <p>22 A Correct.</p> <p>23 Q When did Argentina -- when was the first</p> <p>24 time that Argentina came to the 1916 Clarence Street</p>
Page 34	Page 36
<p>1 A I don't know. I don't...</p> <p>2 Q Approximately, when was it that the</p> <p>3 original landlord stopped coming to your property to</p> <p>4 collect the rental payments?</p> <p>5 A I don't remember.</p> <p>6 Q You also stated there was another</p> <p>7 gentleman that came who claimed that he was there to</p> <p>8 collect money.</p> <p>9 You don't remember his name?</p> <p>10 A No. Not pertaining to when I first moved</p> <p>11 in.</p> <p>12 Q No. This isn't when you first moved in.</p> <p>13 This is after the original landlord stopped coming</p> <p>14 to collect your payments.</p> <p>15 A Okay.</p> <p>16 MR. UREVICK-ACKELSBERG:</p> <p>17 Objection.</p> <p>18 BY MS. CLEMM</p> <p>19 Q After that, approximately, how many</p> <p>20 different people would come to your property to</p> <p>21 collect the rental payments?</p> <p>22 A Two.</p> <p>23 Q Were they both male?</p> <p>24 A No.</p>	<p>1 property to collect rent?</p> <p>2 A I'm not sure of the exact date, but I was</p> <p>3 maybe three -- three months or so, somewhere around</p> <p>4 there -- after she became the landlord.</p> <p>5 Q But you don't remember when she became the</p> <p>6 landlord?</p> <p>7 A I don't know when she became the landlord.</p> <p>8 Q Can you give me a season and a year of</p> <p>9 when she first began to collect rental payments from</p> <p>10 you?</p> <p>11 A I don't remember.</p> <p>12 MR. UREVICK-ACKELSBERG: Can we</p> <p>13 take a quick break for two minutes to step</p> <p>14 outside?</p> <p>15 ---</p> <p>16 (At this time, a discussion was</p> <p>17 held off the record.)</p> <p>18 ---</p> <p>19 BY MS. CLEMM</p> <p>20 Q Is that still your response or...</p> <p>21 A Yes. That's my response.</p> <p>22 Q At any point during the time that you</p> <p>23 lived at 1916 Clarence Street, were you provided</p> <p>24 with a Certificate of Rental Suitability?</p>

Gerrell Martin

Page 37	Page 39
<p>1 A No.</p> <p>2 Q At any point, while you lived at 1916</p> <p>3 Clarence Street, were you provided with a copy of</p> <p>4 the Owner's Attestation to the Suitability of the</p> <p>5 Dwelling Unit?</p> <p>6 A No.</p> <p>7 Q At any point, when you lived at 1916</p> <p>8 Clarence Street, were you provided with a copy of</p> <p>9 the City of Philadelphia Partners for Good Housing</p> <p>10 Handbook?</p> <p>11 A No.</p> <p>12 Q Were there issues with the property in</p> <p>13 September of 2016?</p> <p>14 A Yes.</p> <p>15 Q I believe that you had stated there was</p> <p>16 problems with the heat and leaking roof?</p> <p>17 A Yes. As well as some other things.</p> <p>18 Q Who did you report those problems to?</p> <p>19 A Are you asking in 2016?</p> <p>20 Q Correct.</p> <p>21 A The gentleman who came and said he was the</p> <p>22 owner of the property.</p> <p>23 Q That was a different gentleman than the</p> <p>24 original landlord, correct?</p>	<p>1 A Right. I believe -- I'm not sure exactly</p> <p>2 when it was. I think it was like it was like April.</p> <p>3 Maybe like April, May, somewhere around there.</p> <p>4 Q Sometime in the spring of 2016.</p> <p>5 Would that be a fair assessment?</p> <p>6 A Yes. I believe so.</p> <p>7 Q You reported the first issue to</p> <p>8 Argentina's agent in the spring of 2016.</p> <p>9 Was there any other time after that</p> <p>10 that you reported any other issues or the same issue</p> <p>11 to Argentina's agent?</p> <p>12 MR. UREVICK-ACKELSBERG:</p> <p>13 Objection.</p> <p>14 You can answer.</p> <p>15 THE WITNESS: Can you say that</p> <p>16 again?</p> <p>17 BY MS. CLEMM</p> <p>18 Q Sure.</p> <p>19 After spring of 2016 or April of</p> <p>20 2016, was there a time after that, that you reported</p> <p>21 any issues with the property to Argentina's agent?</p> <p>22 A Yes.</p> <p>23 Q When was that the next time after April of</p> <p>24 2016?</p>
Page 38	Page 40
<p>1 A Correct.</p> <p>2 Q I'm going to refer to that gentleman as</p> <p>3 Argentina's agent, just for purposes of</p> <p>4 identification.</p> <p>5 A Okay.</p> <p>6 Q When did you first report those -- any</p> <p>7 issues with the property to Argentina's agent?</p> <p>8 A When he first came to the house, he stated</p> <p>9 that he had bought the house. He wanted to look</p> <p>10 around and see if it was any problems, and just to</p> <p>11 talk to me and my husband.</p> <p>12 Q Was that at some point close to September</p> <p>13 of 2016, around that time?</p> <p>14 MR. UREVICK-ACKELSBERG:</p> <p>15 Objection.</p> <p>16 You can answer.</p> <p>17 THE WITNESS: I don't believe</p> <p>18 so. It was way prior that, September.</p> <p>19 BY MS. CLEMM</p> <p>20 Q Could you estimate for me the amount of</p> <p>21 months prior to September of 2016, when that was?</p> <p>22 A Somewhere around May or June. Somewhere</p> <p>23 around...</p> <p>24 Q Of 2016?</p>	<p>1 A Honestly, I reported them a lot, so I'm</p> <p>2 not sure exactly like when the next time was.</p> <p>3 Sometimes, it was a couple of times a week. You</p> <p>4 know, whenever he would come. But it was from the</p> <p>5 time that, you know, he first came up until...</p> <p>6 Q Up until?</p> <p>7 A Until the end. Until I left.</p> <p>8 Q Did you report those issues to him every</p> <p>9 month when he came to collect the rental payments?</p> <p>10 A Yes.</p> <p>11 Q Were there any efforts made at any point</p> <p>12 to fix those issues?</p> <p>13 A Yes.</p> <p>14 Q When was the first time? Did someone, a</p> <p>15 representative of the landlord, come out to fix</p> <p>16 those problems?</p> <p>17 A Some of them, and he had workers.</p> <p>18 Q Did you ever hire someone on your own to</p> <p>19 fix the problems?</p> <p>20 A No.</p> <p>21 Q Every time that someone came out, it would</p> <p>22 have been taken care of by the landlord?</p> <p>23 A Yes.</p> <p>24 Q Approximately, how many times did workers</p>

10 (Pages 37 to 40)

Gerrell Martin

Page 41	Page 43
<p>1 come out to try to repair the problems with your 2 home? 3 A I'm not sure exactly how many times they 4 came out in the beginning and they stopped coming. 5 I'm not sure exactly like -- are you asking me how 6 many times have they come out to the time I have 7 been there with this landlord? 8 Q From April 2016 to, say, September 2016, 9 how many times did workers come out to repair 10 something in your home? 11 A I'm not sure exactly how many times. They 12 were there a lot in the beginning. And they like 13 kind of died off and then they stopped. But, you 14 know, sometimes, in the beginning, they were there 15 maybe three times a week. Sometimes, more. Then -- 16 and then they stopped coming. 17 Q In the beginning, were the problems fixed 18 when the workers would come out? 19 A No, not all the problems. 20 Q Were there -- any of the problems, were 21 they able to fix? 22 A Yes. There was some problems they were 23 able to fix. 24 Q Which problems were they able to fix, in</p>	<p>1 correctly. 2 Q Why was it not put up correctly? 3 A I could see outside around the whole 4 frame. Everything was just getting in. 5 Q What was wrong with the sockets in spring 6 of 2016? 7 A They were sparking. I'm not sure exactly 8 why, but they were sparking. 9 Q Those were also not fixed in spring of 10 2016? 11 A Right. 12 Q They continued to spark for all of spring 13 of 2016? 14 A Yes. And some didn't work at all. 15 Q What was wrong with the sink? 16 A The water wouldn't go down. Basically, 17 just the water wouldn't go down in the bathroom. 18 Q Was it just one sink? 19 A It was two sinks that wasn't working. It 20 was a sink downstairs in the kitchen and the knobs 21 wasn't working, I believe, the nozzle. 22 Q The kitchen and the bathroom sink? 23 A Correct. 24 Q Specifically, with regard to the heating,</p>
Page 42	Page 44
<p>1 the beginning? 2 A There was -- they fixed the sink. Right 3 now, that's really, you know -- everything else was 4 like cosmetic stuff, like a rug, not really the 5 major issues. 6 Q In the beginning, what were the problems 7 they were unable to fix after they came out? 8 A The heating, the door, the sockets, sink. 9 That's all I can think of right now. 10 Q What was wrong with the heating at the 11 beginning, in spring of 2016? 12 A It wasn't working. 13 Q Did it ever work? 14 A At one point in time. 15 Q After spring of 2016, did it ever work? 16 A No. 17 Q What was wrong with the door? 18 A Originally, it was falling off the hinges. 19 Q What happened after that? 20 A It fell off the hinges. 21 Q That was also never fixed? 22 A They did put a new door up, but they 23 didn't put it up correctly. I went and -- didn't 24 say that it was fixed, because it wasn't up</p>	<p>1 after workers came to try and repair the heating, 2 what did they tell you when they left regarding the 3 status of the issue? 4 MR. UREVICK-ACKELSBURG: 5 Objection. 6 You can answer. 7 THE WITNESS: They didn't come 8 out originally to fix the heater. They 9 had stated they would bring a heater, but 10 it was only spring so I didn't need to 11 worry about it. They knew it was broken, 12 but they didn't -- they said they wasn't 13 worried about it until it got cold. 14 BY MS. CLEMM 15 Q The workers never replaced or worked on 16 your heater in spring of 2016? 17 A No. 18 Q After spring of 2016, let's say in the 19 summer of 2016, did workers come out to your 20 property to try and fix any of the issues? 21 A I believe so. 22 Q Do you remember what month they came? 23 A No. I don't remember what month they 24 came.</p>

11 (Pages 41 to 44)

Gerrell Martin

Page 45	Page 47
<p>1 Q What issues did they attempt to fix in the</p> <p>2 summer of 2016?</p> <p>3 A I believe it's the sink in the bathroom.</p> <p>4 Yes. I believe it was the sink, and I believe it</p> <p>5 was the roof -- not the roof, the ceiling in the</p> <p>6 kitchen.</p> <p>7 That's all that I can really remember</p> <p>8 right now.</p> <p>9 Q What was wrong with the ceiling in the</p> <p>10 kitchen?</p> <p>11 A It was leaking, so it started falling. I</p> <p>12 mean, yes, like caving out, caving down.</p> <p>13 Q Approximately, how many spots on the</p> <p>14 ceiling was it leaking?</p> <p>15 A I'm not sure exactly how many spots. It</p> <p>16 was on one side. There's like one side that was</p> <p>17 leaking closest to the door.</p> <p>18 Q Were the leaks fixed at any point in the</p> <p>19 summer of 2016?</p> <p>20 A No.</p> <p>21 Q Did workers come out, specifically, to fix</p> <p>22 the leaks in the ceiling in summer of 2016?</p> <p>23 A Workers did come out -- I'm sorry. What</p> <p>24 time?</p>	<p>1 Q Was he able to fix the sink in the</p> <p>2 bathroom in the summer of 2016?</p> <p>3 A No.</p> <p>4 Q What did he say to you after he attempted</p> <p>5 to fix the sink?</p> <p>6 A It might need a new pipe.</p> <p>7 Q Did he follow-up on that?</p> <p>8 A He said that he was going to come back out</p> <p>9 on the 1st, and he needed the rent money to buy the</p> <p>10 piece.</p> <p>11 Q The 1st of what month?</p> <p>12 A I don't remember what month it was. I</p> <p>13 just remember it was the 1st, because he said he</p> <p>14 needed the rent money to get the new pipe.</p> <p>15 Q Did he get a new pipe?</p> <p>16 A No.</p> <p>17 Q In 2013, when the original landlord was</p> <p>18 the landlord of your property, you told me that</p> <p>19 there were problems with the home at the time as</p> <p>20 well; is that correct?</p> <p>21 A Yes.</p> <p>22 Q Were those problems ever fixed when the</p> <p>23 original landlord was the landlord?</p> <p>24 A Not all of them.</p>
Page 46	Page 48
<p>1 Q In the summer of 2016.</p> <p>2 A I believe they did come out.</p> <p>3 Q They were unable to fix the leaks?</p> <p>4 A They didn't fix the leaks.</p> <p>5 Q What did they say to you after they</p> <p>6 allegedly finished working on the ceiling?</p> <p>7 A They never worked on the ceiling. They</p> <p>8 came out to look at it. They said that the</p> <p>9 gentleman, which was like the representative of the</p> <p>10 landlord, would call us. But they never did</p> <p>11 anything with the -- they just came out to look at</p> <p>12 it.</p> <p>13 Q Did they tell you anything regarding what</p> <p>14 they thought the issue was?</p> <p>15 A No. They just said it was leaking.</p> <p>16 Q You also said that workers came out to fix</p> <p>17 the sink in the bathroom.</p> <p>18 Was that ever fixed by the workers in</p> <p>19 summer of 2016?</p> <p>20 A It wasn't the workers. It was the</p> <p>21 representative of the landlord, he came out.</p> <p>22 Argentina's agent came out to fix the</p> <p>23 sink?</p> <p>24 A Yes.</p>	<p>1 Q What problems remained from 2013 to April</p> <p>2 of 2016?</p> <p>3 A What problems remained? Well, really all</p> <p>4 of them except for the -- it was all of them.</p> <p>5 Q From 2013 to March of 2016, the heating</p> <p>6 wasn't working?</p> <p>7 A Not the whole time.</p> <p>8 Q What time period was the heating not</p> <p>9 working?</p> <p>10 A I don't really know the time period. I</p> <p>11 know it wasn't working when the original landlord --</p> <p>12 when I first moved, it had got fixed. Then it</p> <p>13 wasn't working again until the new landlord was</p> <p>14 coming in, Argentina and the representative.</p> <p>15 But I don't -- I just don't remember</p> <p>16 the exact time frame of when it was it wasn't</p> <p>17 working.</p> <p>18 Q Also, from sometime in 2013 to March of</p> <p>19 2016, were you having problems with the door that</p> <p>20 had fallen off the hinges?</p> <p>21 A Yes.</p> <p>22 Q Also, from that time period, the 2013 to</p> <p>23 April of 2016, were you having problems with the</p> <p>24 sockets?</p>

12 (Pages 45 to 48)

Gerrell Martin

Page 49	Page 51
<p>1 A Yes.</p> <p>2 Q Also, during that time period, were you</p> <p>3 having problems with the kitchen and bathroom sinks?</p> <p>4 A Yes.</p> <p>5 Q Those problems remained?</p> <p>6 A Yes.</p> <p>7 Q All right.</p> <p>8 Did you ever file a complaint with</p> <p>9 the Licensing and Inspections Unit during 2013 to</p> <p>10 April of 2016?</p> <p>11 MR. UREVICK-ACKELSBERG:</p> <p>12 Objection.</p> <p>13 THE WITNESS: Yes.</p> <p>14 BY MS. CLEMM</p> <p>15 Q When did you do that?</p> <p>16 A I believe the first complaint was in the</p> <p>17 2014, the beginning.</p> <p>18 Q Did Licensing and Inspections come out and</p> <p>19 inspect the property at that time?</p> <p>20 A Yes.</p> <p>21 Q What were their findings?</p> <p>22 MR. UREVICK-ACKELSBERG:</p> <p>23 Objection.</p> <p>24 You can answer.</p>	<p>1 complaint to Licenses and Inspections April of 2016,</p> <p>2 did you make any other complaints to Licenses and</p> <p>3 Inspections?</p> <p>4 A I did.</p> <p>5 Q When was the second time?</p> <p>6 A I'm not sure exactly how far out, because</p> <p>7 I called Licenses and Inspections a lot of times. I</p> <p>8 can't really think of when the next time was,</p> <p>9 because I called a lot of times.</p> <p>10 Q Did you make a second complaint in 2014?</p> <p>11 MR. UREVICK-ACKELSBERG:</p> <p>12 Objection.</p> <p>13 You can answer.</p> <p>14 THE WITNESS: I'm really not</p> <p>15 sure.</p> <p>16 BY MS. CLEMM</p> <p>17 Q You made a second -- you made a second</p> <p>18 complaint to them sometime prior to April of 2016;</p> <p>19 is that correct?</p> <p>20 A Yes.</p> <p>21 Q Approximately, how many complaints did</p> <p>22 make to Licenses and Inspections from 2013 to April</p> <p>23 of 2016?</p> <p>24 A I just know it was a lot. I don't know</p>
Page 50	Page 52
<p>1 THE WITNESS: Which time?</p> <p>2 BY MS. CLEMM</p> <p>3 Q In 2014, when you made the complaint.</p> <p>4 A It was something about violations. I</p> <p>5 can't think of all of them. I know it was the</p> <p>6 sinks. I believe it was the heating system, some</p> <p>7 windows. I believe the door, also.</p> <p>8 Q Were those violations ever cleared by</p> <p>9 Licenses an Inspections?</p> <p>10 A I don't think so.</p> <p>11 Q Are they still outstanding today?</p> <p>12 MR. UREVICK-ACKELSBERG:</p> <p>13 Objection.</p> <p>14 You can answer.</p> <p>15 THE WITNESS: I don't know. I</p> <p>16 don't know what it is. As of today, what</p> <p>17 it is.</p> <p>18 BY MS. CLEMM</p> <p>19 Q In 2014, were you ever contacted by</p> <p>20 Mr. Levy and/or his firm?</p> <p>21 A I'm sorry. When?</p> <p>22 Q 2014.</p> <p>23 A I don't believe so.</p> <p>24 Q From 2014, when you made the first</p>	<p>1 really how many times. I just know I called a lot</p> <p>2 of times. I really don't know.</p> <p>3 Q How many times did the Department of</p> <p>4 Licenses and Inspections issue violations in</p> <p>5 connection with the 1916 Clarence Street property</p> <p>6 from 2013 to April of 2016?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 THE WITNESS: How many -- can</p> <p>10 you say that again?</p> <p>11 BY MS. CLEMM</p> <p>12 Q Sure.</p> <p>13 How many times did the Department of</p> <p>14 Licenses and Inspections issue violations in</p> <p>15 connection with the 1916 Clarence Street property?</p> <p>16 A I'm not sure how many times they sent out</p> <p>17 violations. The violations don't come to me.</p> <p>18 Q You don't receive the Violation Notices?</p> <p>19 A I don't.</p> <p>20 Q How were you aware then that they had</p> <p>21 issued violations in 2014 regarding the sinks,</p> <p>22 heating system, and the windows?</p> <p>23 A How did I -- from the complaint that I</p> <p>24 made?</p>

13 (Pages 49 to 52)

Gerrell Martin

Page 53	Page 55
<p>1 Q Correct.</p> <p>2 A I them on the computer.</p> <p>3 Q Did you ever preform another search on</p> <p>4 your property?</p> <p>5 A I did.</p> <p>6 MR. UREVICK-ACKELSBERG:</p> <p>7 Objection.</p> <p>8 Go ahead.</p> <p>9 THE WITNESS: Yes. I did</p> <p>10 several times.</p> <p>11 BY MS. CLEMM</p> <p>12 Q As a result of those searches, did you</p> <p>13 find that the Department of Licenses and Inspections</p> <p>14 had issued any other Violation Notices in connection</p> <p>15 with your property prior to April of 2016?</p> <p>16 A Yes.</p> <p>17 Q How many violations had they issued?</p> <p>18 A I'm not sure. I really -- I don't</p> <p>19 remember how many it was. I just know they sent out</p> <p>20 notices. They sent out notices.</p> <p>21 Q During the time period from 2013 to April</p> <p>22 of 2016, did Mr. Levy and/or his firm ever contact</p> <p>23 you?</p> <p>24 A From what time to what time?</p>	<p>1 property in September of 2016 to try and fix those</p> <p>2 issues?</p> <p>3 A I believe so.</p> <p>4 Q Did the workers fix any of those issues?</p> <p>5 A No, they didn't.</p> <p>6 Q Also, in September of 2016, you told me</p> <p>7 earlier that you did not pay the rent to the</p> <p>8 landlord for that month; is that correct?</p> <p>9 A Correct.</p> <p>10 Q Did you tell the landlord the reason why</p> <p>11 you were not paying the money to her that month?</p> <p>12 A I did.</p> <p>13 Q What did you say to her?</p> <p>14 A I said I was -- I would be withholding the</p> <p>15 rent; one, because these problems wasn't fixed. And</p> <p>16 I had previously found out that she didn't have a</p> <p>17 Renter's License or Rental Suitability or any of</p> <p>18 those things.</p> <p>19 I believe that's what I said.</p> <p>20 Q What did she say to you in response to</p> <p>21 that?</p> <p>22 A She said that she did have a Renter's</p> <p>23 License and that she would bring it the following</p> <p>24 month to collect rent. And as far as the</p>
Page 54	Page 56
<p>1 Q 2013 to April of 2016.</p> <p>2 A I don't believe so.</p> <p>3 Q I'll represent to you that in your</p> <p>4 complaint you state that Argentina purchased the</p> <p>5 property on April 21st, 2016.</p> <p>6 Does that sound correct?</p> <p>7 A It says what?</p> <p>8 Q That Argentina, the landlord, purchased</p> <p>9 the property on April 21st of 2016.</p> <p>10 Does that sound correct?</p> <p>11 A I believe so.</p> <p>12 Q After the summer of 2016, so in September</p> <p>13 of 2016 --</p> <p>14 A September?</p> <p>15 Q September of 2016, did you contact the</p> <p>16 landlord regarding any issues in your home?</p> <p>17 A Yes.</p> <p>18 Q What were those issues in September of</p> <p>19 2016?</p> <p>20 A The heating still wasn't fixed. The door</p> <p>21 wasn't fixed. The sink wasn't fixed. The ceiling</p> <p>22 in the kitchen still was leaking.</p> <p>23 That's all I can think of now.</p> <p>24 Q Did the landlord send workers out to your</p>	<p>1 violations, she said that she was going to have</p> <p>2 someone come out and fix the problems.</p> <p>3 Q When you said the violations, had Licenses</p> <p>4 and Inspections issued Violation Notices in</p> <p>5 connection with your with the 1916 Clarence Street</p> <p>6 property in September of 2016?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 THE WITNESS: Can you say that</p> <p>10 again?</p> <p>11 BY MS. CLEMM</p> <p>12 Q Sure.</p> <p>13 In September of 2016, had the</p> <p>14 Department of Licenses and Inspections issued a</p> <p>15 Violation Notice with regard to the 1916 Clarence</p> <p>16 Street property?</p> <p>17 A Are you meaning like were there already</p> <p>18 violations?</p> <p>19 Q Correct.</p> <p>20 A Yes. They were violations.</p> <p>21 Q Were those the 2014 violations or had the</p> <p>22 violations been issued more recently than that?</p> <p>23 A I don't think it was anything sent more</p> <p>24 recent than that.</p>

14 (Pages 53 to 56)

Gerrell Martin

Page 57	Page 59
<p>1 Q Argentina stated to you that she would 2 provide you with the license, her license, in 3 October of 2016, correct? 4 A In October? No. Not correct. 5 Q When did she say she would provide the -- 6 A She actually told me prior to September 7 that she was going to bring it. If I'm not 8 mistaken, I believe, it was the month prior to that. 9 And September would have been -- the first month I 10 withheld, would have been the first month where she 11 said she was going to bring her Renter's License as 12 well as the Rental Suitability when she picked up 13 the rent. 14 Q Were you provided with either license in 15 September of 2016? 16 A No. 17 Q Were you provided with either license in 18 October of 2016? 19 A No. 20 Q In September of 2016, did Mr. Levy and/or 21 his firm contact you? 22 A I don't believe so. 23 Q Also, just going back, when you were at 24 the Hunting Park location address had Mr. Levy and</p>	<p>1 A Yes. 2 Q What did she say in response to that? 3 A She was going to send somebody out to fix 4 the problem. 5 Q At any point in October 2016, did she tell 6 you that she had a rental license? 7 A In October? 8 Q Correct. 9 A Yes. 10 Q Did you ever see a copy of that license in 11 October of 2016? 12 A No. 13 Q Did you contact the Department of Licenses 14 and Inspections in October of 2016? 15 A I believe so. 16 Q Why did you contact them in October of 17 2016? 18 A I'm not sure exactly why in October. I'm 19 not sure exactly why in September. But around that 20 time, I was calling a lot to either see, you know, 21 what was the hold up or to notify them that the 22 things still wasn't fixed. 23 Q Did you receive any correspondence or any 24 other kind of communication from the Department of</p>
Page 58	Page 60
<p>1 his firm ever contacted you? 2 A Hunting Park? 3 Q Yes. The Hunting Park address, which you 4 lived in prior to the 1916 Clarence Street. 5 A I don't believe so. 6 Q Had Mr. Levy and/or his firm contacted you 7 at any time prior to, say, September 2016? 8 A I don't believe so. 9 Q In October of 2016, did you continue to 10 have issues with your property? 11 A Yes. 12 Q At that point, you had withheld rent for 13 one month; is that correct? 14 A Correct. 15 Q What did you do with that rental payment, 16 the September 1st, 2016, rental payment? 17 A I put it in an escrow account. 18 Q In October 2016, did Argentina come to 19 your property to collect the rent? 20 A In when? 21 Q October 2016. 22 A Yes. I believe -- I believe so. 23 Q At that point, did you tell her that you 24 were continuing to withhold rent?</p>	<p>1 Licenses and Inspections in October of 2016? 2 A Can you say that again? 3 Q Sure. 4 In October of 2016, did the 5 Department of Licenses and Inspections contact you 6 via letter, email, telephone call, things like that? 7 A I believe so. 8 Q How did they contact you? 9 A By phone. 10 Q When, in October of 2016, did they contact 11 you? 12 A I'm not sure exactly when in October, but 13 I do believe I talked to someone in October, but I 14 don't recall like when the -- around like -- whether 15 it was the beginning or end. 16 Q What was the substance of that 17 conversation? 18 A I don't -- I don't remember. I don't 19 remember. For that month, I don't remember, because 20 there was a lot of, you know, trying to come out and 21 see if somebody was going to be home. Or me calling 22 back for the them to come back out, because really 23 just trying to enforce it, because it's getting 24 cold.</p>

15 (Pages 57 to 60)

Gerrell Martin

Page 61	Page 63
<p>1 Q Did the Department of Licenses and 2 Inspections contact you in October of 2016 regarding 3 any violations they had issued regarding the 1916 4 Clarence Street property? 5 A I'm not sure if it was that month. I 6 believe so. I believe so. 7 Q What did they tell you regarding the 8 violations? 9 A I don't remember what they said in 10 October. 11 Q Did they tell you they had issued any 12 violations? 13 A I honestly don't remember October. 14 Q In October of 2016, did you contact the 15 landlord regarding the fact that you had been in 16 contact with the Department of Licenses and 17 Inspections? 18 A I did. 19 Q How did you contact the landlord? 20 A By phone and text. 21 Q What was the substance of those phone 22 calls and/or text conversations? 23 A I -- originally I had told her I would be 24 withholding and that I was going to be -- or L & I</p>	<p>1 Q Correct. 2 A I'm not sure exactly if it was October 3 that the first letter had initially came. 4 MS. CLEMM: Let's mark this. 5 --- 6 (At this time, a Letter was 7 marked for identification as D-1.) 8 --- 9 MS. CLEMM: I apologize. I just 10 have one copy. 11 MR. UREVICK-ACKELSBERG: Just 12 make sure you look through it. 13 BY MS. CLEMM 14 Q Ms. Martin, I have handed you a document I 15 have identified as D-1. Look through it and tell me 16 what it is. 17 MR. UREVICK-ACKELSBERG: 18 Ms. Martin, again, I'm going to instruct 19 you to look through the whole document. 20 Take your time and read it and make sure 21 you understand it. 22 THE WITNESS: What's your 23 question? 24</p>
Page 62	Page 64
<p>1 was contacted. The things that she promised was 2 still not fixed. The phone conversations were 3 pretty much about the same thing as the texts. 4 Really just letting let her know that 5 the things wasn't fixed and L & I was going to be 6 coming out and I did notify them they were going to 7 be coming in. 8 Q Did the landlord ever demand the rent 9 payments from you? 10 A Yes. 11 Q When did she do that? 12 A September, it was the landlord's 13 representative that initially had demanded it. When 14 I said I was going to be withholding the rent, he 15 said that I needed to pay him or I would have to get 16 out. 17 Q Did that happen in October of 2016 as 18 well? 19 A Yes. 20 Q Did that happen in November of 2016? 21 A It did. 22 Q In October of 2016, did Mr. Levy and/or 23 his firm contact you? 24 A In October?</p>	<p>1 BY MS. CLEMM 2 Q Could you tell me what this document is? 3 A It's a letter from Levy Law saying that 4 the owner was filing a suit. 5 Q Did you receive a copy of this letter? 6 A I did. 7 MS. CLEMM: Just for the record, 8 the letter is dated November 7, 2016. 9 BY MS. CLEMM 10 Q Was this the first time that you were 11 contacted by Mr. Levy and/or his firm? 12 A I believe so. 13 Q Did you know notify Mr. Levy -- and I'll 14 say Mr. Levy and his firm, I'll call them the Levy 15 defendants -- did you contact the Levy defendants at 16 any point regarding the fact that you disputed the 17 validity of the debt? 18 MR. UREVICK-ACKELSBERG: 19 Objection. 20 THE WITNESS: I don't know. 21 BY MS. CLEMM 22 Q Let me rephrase the question. 23 In the letter, in the third 24 paragraph, it says: That unless you notify this</p>

16 (Pages 61 to 64)

Gerrell Martin

Page 65	Page 67
<p>1 office within 20 days after receiving this notice</p> <p>2 that you dispute the validity of the debt or any</p> <p>3 portion thereof, this office will assume the debt is</p> <p>4 valid.</p> <p>5 Did you notify the Levy Defendants</p> <p>6 within 20 days of receiving this letter that you</p> <p>7 disputed the validity of the debt?</p> <p>8 MR. UREVICK-ACKELSBERG:</p> <p>9 Objection.</p> <p>10 You can answer.</p> <p>11 THE WITNESS: I don't remember.</p> <p>12 BY MS. CLEMM</p> <p>13 Q Did you believe -- did you dispute the</p> <p>14 validity of this debt?</p> <p>15 MR. UREVICK-ACKELSBERG:</p> <p>16 Objection.</p> <p>17 THE WITNESS: Dispute it with</p> <p>18 who?</p> <p>19 BY MS. CLEMM</p> <p>20 Q Did you \$2,900 was due and owing and to</p> <p>21 the landlord on November 7th, 2016?</p> <p>22 A No. I don't -- I don't believe that was</p> <p>23 correct.</p> <p>24 Q You disputed that that debt was valid; is</p>	<p>1 October, and November 2016 at this point; is that</p> <p>2 correct?</p> <p>3 A Correct.</p> <p>4 Q Were all of those rental payments that you</p> <p>5 withheld put into the escrow account?</p> <p>6 A Yes.</p> <p>7 Q Where was that escrow account?</p> <p>8 A Are you asking what bank it was at?</p> <p>9 Q Correct.</p> <p>10 A I believe it was PNC. I believe.</p> <p>11 Q Do you have a copy of any of the PNC</p> <p>12 statements from August of 2016 to December of 2016?</p> <p>13 A From what -- what was the time frame?</p> <p>14 Q August of 2016 to December of 2016.</p> <p>15 A With me here?</p> <p>16 Q No. Do you have a copy of it in your</p> <p>17 possession?</p> <p>18 A I don't have a copy here. At the bank,</p> <p>19 are you saying?</p> <p>20 Q Just, are you able to obtain copies of the</p> <p>21 statements?</p> <p>22 A I am.</p> <p>23 MS. CLEMM: Mr. Ackelsberg, I'll</p> <p>24 ask you produce those statements.</p>
Page 66	Page 68
<p>1 that correct?</p> <p>2 A Yes. I didn't know what this was. This</p> <p>3 was the first time that I had even heard of</p> <p>4 anything. I didn't get, like, an eviction notice or</p> <p>5 anything.</p> <p>6 When I got the letter, I was kind of</p> <p>7 -- didn't know what really was going on.</p> <p>8 Q The \$2,900, I believe you paid -- what was</p> <p>9 your rental payment per month?</p> <p>10 A It was \$700 up until January.</p> <p>11 Q In September of 2016, what was your</p> <p>12 monthly rental payment?</p> <p>13 A It was actually \$700.</p> <p>14 Q Was there a late charge associated --</p> <p>15 A It -- sorry.</p> <p>16 Q Was there a late charge under the lease</p> <p>17 that you would have to pay if you were late?</p> <p>18 A I believe it was \$50.</p> <p>19 MR. UREVICK-ACKELSBERG: Just</p> <p>20 wait until she finishes the question so</p> <p>21 the record is clear.</p> <p>22 THE WITNESS: Okay.</p> <p>23 BY MS. CLEMM</p> <p>24 Q You had withheld rent for September,</p>	<p>1 MR. UREVICK-ACKELSBERG: Just</p> <p>2 send us an email.</p> <p>3 MS. CLEMM: Sure.</p> <p>4 BY MS. CLEMM</p> <p>5 Q Did you contact the Levy defendants at any</p> <p>6 point regarding this letter?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 You can answer.</p> <p>10 THE WITNESS: Say that again.</p> <p>11 BY MS. CLEMM</p> <p>12 Q Did you contact the Levy defendants at any</p> <p>13 point regarding the letter?</p> <p>14 A The landlord?</p> <p>15 Q The Levy defendants.</p> <p>16 A The --</p> <p>17 Q The law firm.</p> <p>18 A I don't remember if I called them,</p> <p>19 because...</p> <p>20 Q Were they notified -- sorry.</p> <p>21 Did you contact the landlord at any</p> <p>22 point regarding this letter after you received the</p> <p>23 letter?</p> <p>24 A Can you say that again?</p>

17 (Pages 65 to 68)

Gerrell Martin

Page 69	Page 71
<p>1 Q Did you contact the landlord at 1916 2 Clarence Street at any point regarding this letter 3 that you received after you received the letter? 4 A I believe I did. 5 Q When did you contact the landlord? 6 A Somewhere -- sometime in November, not too 7 long after I received this. 8 Q Do you remember if it was within 20 days 9 that you received this letter? 10 A I don't remember. 11 Q What did you -- how did you contact the 12 landlord? 13 A They actually contacted me. They -- the 14 landlord called me to ask me if they could pick up 15 the rent. 16 Q When did that occur? 17 A This was right after I had received this 18 letter. I received the letter in -- not too long 19 after I received the letter is when he called me. 20 Q Sometime in the middle or end of November 21 of 2016? Would that be a fair assessment of when 22 the landlord contacted you? 23 A Yes. 24 Q Did they mention this letter?</p>	<p>1 2016? 2 A Yes. As far as these type of letters? 3 Q Just any type of written communications 4 from Mr. Levy and/or his firm? 5 A I did. 6 Q When did you receive that communication? 7 A I don't exactly know when I received it, 8 but it was something that followed after 9 November the 7th. 10 Q Was it a letter? 11 A I believe so. 12 Q Do you remember what the substance of that 13 letter was? 14 A It was similar to this one right here. 15 Q Was it directed to you? 16 A Yes. 17 Q Did you receive any other letters from 18 Mr. Levy and/or his firm, other than the two that we 19 have talked about? 20 A I received the -- I can't recall right 21 now. 22 Q Were you ever contacted by Mr. Levy and/or 23 his firm via the telephone after November 7th, 2016? 24 A Not that I can recall, no.</p>
Page 70	Page 72
<p>1 A They didn't mention the letter. They just 2 mentioned that had wanted to pick up rent. 3 Q Did you mention the letter to the 4 landlord? 5 A Yes, I did. 6 Q What did you say to the landlord regarding 7 the letter? 8 A I said that I received the letter saying 9 that I owed this amount, and that it wasn't -- that 10 it wasn't right. That I didn't get an eviction 11 notice. He said, but you didn't pay rent. 12 Q Do you have any personal knowledge of 13 whether the landlord contacted Mr. Levy and/or his 14 firm regarding your conversation with the landlord 15 regarding that letter? 16 A Say that again. 17 Q Sure. 18 Do you know, do you have any personal 19 knowledge, if your landlord contacted Mr. Levy 20 and/or his firm regarding your conversation about 21 the letter? 22 A I don't know what they talked about. 23 Q Did you receive any other correspondence 24 from Mr. Levy and/or his firm after November 7,</p>	<p>1 Q Did you ever contact his office after 2 November 7, 2016? 3 MR. UREVICK-ACKELSBERG: 4 Objection. 5 You can answer. 6 THE WITNESS: I'm not really 7 sure if I did or not. 8 BY MS. CLEMM 9 Q You don't remember? 10 A I don't remember if I called him. I was 11 calling a lot of people. I don't know if he was one 12 of them. 13 Q Do you remember talking to a secretary at 14 Levy Law? 15 A I honestly do not remember if I did or 16 didn't. I made a lot of phone calls. 17 MR. UREVICK-ACKELSBERG: Just 18 for clarification, you said she contacted. 19 You mean her, personally, not her 20 representatives or anything like that? 21 MS. CLEMM: Correct. 22 MR. UREVICK-ACKELSBERG: Just 23 for the record. 24 MS. CLEMM: Correct.</p>

18 (Pages 69 to 72)

Gerrell Martin

Page 73	Page 75
<p>1 MR. UREVICK-ACKELSBURG: Can we 2 take a quick break? 3 MS. CLEMM: Sure. 4 --- 5 (At this time, a recess was 6 taken.) 7 --- 8 MS. CLEMM: Mark this D-2. 9 --- 10 (At this time, a Landlord/Tenant 11 Complaint was marked for identification as 12 D-2.) 13 --- 14 BY MS. CLEMM 15 Q Take a look at that. Tell me when you are 16 done. 17 A Okay. 18 Q Ms. Martin, could you take a look at that 19 and tell me what it is? 20 MR. UREVICK-ACKELSBURG: Again, 21 take your time. There's two pages. Look 22 through all of them. 23 BY MS. CLEMM 24 Q Ms. Martin, have you ever seen the</p>	<p>1 where I live at now? 2 Q Do you have -- can you get a copy of it at 3 all? 4 A I'm not sure if I can get a copy. I don't 5 really -- nobody knows where it's at right at this 6 minute. 7 MR. UREVICK-ACKELSBURG: Just 8 for the record, I think it was provided in 9 discovery. 10 MS. CLEMM: It was? 11 MR. UREVICK-ACKELSBURG: Yes. 12 BY MS. CLEMM 13 Q If you can look at Section 1 for me. 14 A Okay. 15 Q It states that Argentina Perez Irineo is 16 the owner of 1916 Clarence Street. 17 Is that correct, to your knowledge? 18 A Yes. That's she's the owner? 19 Q Yes. 20 A Yes. 21 Q It also states there's a lease between her 22 and you; is that correct? There was a lease between 23 you and Ms. Irineo? 24 A Can you say that again?</p>
Page 74	Page 76
<p>1 document before? 2 A I did. 3 Q Am I correct this is the Landlord/Tenant 4 Complaint that was filed against you by your 5 landlord? 6 A Yes. 7 Q According to the date filed stamp on top, 8 it was filed on November 8, 2016. 9 Do you see that there? 10 A Yes. 11 Q The plaintiff in this matter is Argentina 12 Perez Irineo. 13 Was she the second landlord? 14 A Yes. 15 Q Yourself and your husband are the named 16 defendants in this complaint; is that correct? 17 A Yes. 18 Q Was there a written lease between you and 19 your landlord? 20 A Yes. 21 Q Do have a copy of that lease? 22 A With me? 23 Q No. Just in your possession. 24 A I don't believe I have it now with me --</p>	<p>1 Q Sure. 2 Is it correct that there was a lease 3 between you and Ms. Irineo? 4 A Yes. 5 Q Is the second statement that plaintiff had 6 a valid Housing Inspection License at the time of 7 filing, correct? 8 MR. UREVICK-ACKELSBURG: 9 Objection. 10 You can answer. 11 MS. CLEMM: If you know. 12 THE WITNESS: That they are 13 saying -- that Section 2 is saying they 14 had an inspection? 15 BY MS. CLEMM 16 Q They had a valid Housing Inspection 17 License on November 8th, 2016? 18 A No. I don't believe that's true. 19 MS. CLEMM: Make this D-3. 20 --- 21 (At this time, a License was 22 marked for identification as D-3.) 23 --- 24</p>

19 (Pages 73 to 76)

Gerrell Martin

Page 77	Page 79
<p>1 BY MS. CLEMM</p> <p>2 Q I have a document that I have marked as</p> <p>3 D-3.</p> <p>4 Ms. Martin, can you take a look at</p> <p>5 that and tell me when you're done.</p> <p>6 A Okay. Finished looking at it.</p> <p>7 Q Argentina Perez Irineo is the name of your</p> <p>8 landlord, correct?</p> <p>9 A Yes.</p> <p>10 Q D-3 states that she has a Housing</p> <p>11 Inspection License that is effective as of</p> <p>12 October 1st, 2016 and expires September 30, 2017.</p> <p>13 Do you see that?</p> <p>14 A No, I don't. Yes, I see it.</p> <p>15 Q Have you ever seen a copy of this license?</p> <p>16 A I didn't.</p> <p>17 Q Have you ever seen a copy of this license?</p> <p>18 A I don't believe I did.</p> <p>19 Q Turning back to D-2, Section 4 of the</p> <p>20 complaint, it states: Plaintiff states that she is</p> <p>21 unaware of any open notice issued by the Department</p> <p>22 of Licenses and Inspections alleging that the</p> <p>23 property at issue is in violation of one or more</p> <p>24 provisions of the Philadelphia Code.</p>	<p>1 didn't see.</p> <p>2 Q Do you have any personal knowledge of</p> <p>3 whether your landlord had ever seen a copy of any</p> <p>4 Violation Notice issued by the Department of</p> <p>5 Licenses and Inspections regarding 1916 Clarence</p> <p>6 Street?</p> <p>7 MR. UREVICK-ACKELSBURG:</p> <p>8 Objection.</p> <p>9 You may answer.</p> <p>10 THE WITNESS: I'm not sure what</p> <p>11 they saw or what they got.</p> <p>12 BY MS. CLEMM</p> <p>13 Q Section 5 states: The plaintiff sent you</p> <p>14 a notice to vacate on November 7th, 2016, is that</p> <p>15 true?</p> <p>16 A That the plaintiff, Argentina?</p> <p>17 Q Correct.</p> <p>18 A No. That 's not true.</p> <p>19 Q But you received a copy of the letter</p> <p>20 dated November 7th, 2016; is that correct?</p> <p>21 A Yes.</p> <p>22 Q That letter stated -- let me give you a</p> <p>23 copy.</p> <p>24 A Thanks.</p>
Page 78	Page 80
<p>1 As of November 8, 2016, was that</p> <p>2 statement true?</p> <p>3 MR. UREVICK-ACKELSBURG:</p> <p>4 Objection.</p> <p>5 You may answer.</p> <p>6 MS. CLEMM: If you know.</p> <p>7 THE WITNESS: I don't believe</p> <p>8 so.</p> <p>9 BY MS. CLEMM</p> <p>10 Q Why do you not believe that was true?</p> <p>11 A If I'm not mistaken, it was open L & I</p> <p>12 cases, violations.</p> <p>13 Q There were open cases or violations?</p> <p>14 A I meant to say violations.</p> <p>15 Q How do you know there were open violations</p> <p>16 as of November 8, 2016?</p> <p>17 A I was in contact with the inspector at the</p> <p>18 time.</p> <p>19 Q Did the inspector tell you there were open</p> <p>20 violations?</p> <p>21 A He did.</p> <p>22 Q Did you ever see a copy of the written</p> <p>23 Violation Notice?</p> <p>24 A I don't believe, at that time, no, I</p>	<p>1 Q Paragraph 2 stated: You must vacate the</p> <p>2 premises and deliver possession to the owner 20 days</p> <p>3 from the date of that letter; is that correct?</p> <p>4 A Twenty days from the date of the letter.</p> <p>5 Can you repeat what you said?</p> <p>6 Q Sure.</p> <p>7 This letter states: Pursuant to the</p> <p>8 above you, meaning you, must vacate the premises and</p> <p>9 deliver possession to the owner 20 days from the</p> <p>10 date of this letter; is that correct?</p> <p>11 A Yes. That's what the letter says.</p> <p>12 Q You received the letter?</p> <p>13 A Yes.</p> <p>14 Q A notice to vacate was sent on November 7,</p> <p>15 2016; is that correct?</p> <p>16 A Not by Argentina.</p> <p>17 Q It was sent by her lawyer; is that</p> <p>18 correct?</p> <p>19 A Yes.</p> <p>20 Q Section 6, which states: The defendant,</p> <p>21 which was you and your husband, is in possession of</p> <p>22 the property and refuses to surrender possession of</p> <p>23 the property, meaning that you refused to vacate.</p> <p>24 Was that correct as of November 8th,</p>

20 (Pages 77 to 80)

Gerrell Martin

Page 81	Page 83
<p>1 2016?</p> <p>2 A No.</p> <p>3 Q Why was that not correct?</p> <p>4 A Well, the letter says that I had 20 days.</p> <p>5 Even if we brought the letter, it says I had 20</p> <p>6 days. This was filed exactly one day after I got</p> <p>7 the notice. So I had literally just found out that</p> <p>8 I had to vacate.</p> <p>9 I was given any type of documentation</p> <p>10 one day prior to them -- when this came out. So</p> <p>11 when this Landlord/Tenant Complaint came out, I</p> <p>12 wasn't like even, you know, 30 days in.</p> <p>13 Q Was it your intent to vacate the property</p> <p>14 within the 20 days?</p> <p>15 A I really don't know what I was -- what the</p> <p>16 next thing I was going to do. But when I received</p> <p>17 this complaint, that just didn't make sense to me,</p> <p>18 to be honest with you.</p> <p>19 Q Were you planning on staying in the</p> <p>20 property past the 20 days?</p> <p>21 A I don't know what I was going to do. I</p> <p>22 wasn't sure what I was going to do once I received</p> <p>23 the letter.</p> <p>24 Q In here, it says that your monthly rental</p>	<p>1 A January of -- was it January 2016?</p> <p>2 Well, it would have been -- 750 would</p> <p>3 have started January of 2017. September, October,</p> <p>4 and November we were still at -- supposed to be at</p> <p>5 700. Then coming into the new year, would start the</p> <p>6 750.</p> <p>7 Q What was your rental payment as of</p> <p>8 April 2016?</p> <p>9 A \$700.</p> <p>10 Q Originally, had the landlord proposed the</p> <p>11 \$750 number?</p> <p>12 A Yes. He proposed the \$750.</p> <p>13 Q Was that Argentina or was that the</p> <p>14 original landlord?</p> <p>15 A It was Argentina and her representative.</p> <p>16 Well, her representative. I didn't know about</p> <p>17 Argentina at that time. I only knew about the</p> <p>18 gentleman who came and said he was the landlord. He</p> <p>19 proposed the 750.</p> <p>20 It was a lot of problems in the</p> <p>21 house, like I stated. He said that, you know, he'll</p> <p>22 go back and talk to his partners and see what they</p> <p>23 say. He came back and said, that's fine. You know,</p> <p>24 we'll do 700. By January, everything should be</p>
Page 82	Page 84
<p>1 payment was \$750. You told me that the rental</p> <p>2 payment was \$700; is that correct?</p> <p>3 A You're correct.</p> <p>4 Q Was that written in the lease somewhere?</p> <p>5 A I don't believe it was.</p> <p>6 Q How did you and the landlord determine</p> <p>7 that number?</p> <p>8 A The landlord -- I told -- prior to the</p> <p>9 landlords taking over the house, my rent was</p> <p>10 actually a \$100 cheaper than what it was when she</p> <p>11 took over. And then I expressed to them that there</p> <p>12 was just a lot of problems in the house and going up</p> <p>13 \$100 before this even gets fixed was not something I</p> <p>14 thought was fair.</p> <p>15 They actually agreed to it and said</p> <p>16 everything should be done by January. So he made it</p> <p>17 -- he agreed that 700 would be accepted until</p> <p>18 January.</p> <p>19 Q That was the prior landlord, correct, the</p> <p>20 original landlord?</p> <p>21 A No. That was the -- the...</p> <p>22 Q Argentina?</p> <p>23 A Yeah, and her representative.</p> <p>24 Q That was in January of 2016?</p>	<p>1 fixed and then we will go up to 750.</p> <p>2 Q You had been paying \$700 a month from</p> <p>3 April 2016 to August of 2016?</p> <p>4 A Correct.</p> <p>5 Q Then you put \$700 a month into an escrow</p> <p>6 account for September, October, and November of</p> <p>7 2016; is that correct?</p> <p>8 A Yeah, I believe so.</p> <p>9 Q Then, in January of 2017, the rent was</p> <p>10 supposed to increase to \$750 a month?</p> <p>11 A Yes.</p> <p>12 Q At the time that the complaint was filed,</p> <p>13 did Mr. Levy or his office send you a copy of the</p> <p>14 complaint?</p> <p>15 A Of this complaint?</p> <p>16 Q Correct.</p> <p>17 A I don't recall if it was him or like did a</p> <p>18 clerk come out and issue it.</p> <p>19 Q Do you have any personal knowledge of what</p> <p>20 Argentina told Mr. Levy and/or his firm regarding</p> <p>21 the substance of the Landlord/Tenant Complaint?</p> <p>22 A Can you say that again?</p> <p>23 Q Sure.</p> <p>24 Do you have any personal knowledge of</p>

21 (Pages 81 to 84)

Gerrell Martin

<p style="text-align: right;">Page 85</p> <p>1 what Argentina, the landlord, told Mr. Levy about</p> <p>2 the statements in the Landlord/Tenant Complaint?</p> <p>3 A Do I have any knowledge? Not that I can</p> <p>4 recall. I don't think so.</p> <p>5 Q Did the landlord ever tell you any of the</p> <p>6 substance of the conversation she had with her</p> <p>7 lawyer, Mr. Levy and/or his firm?</p> <p>8 A Yeah. They just said they were suing me</p> <p>9 and Bart Levy was their lawyer.</p> <p>10 I'm sorry. The landlord</p> <p>11 representative stated that he was instructed by Levy</p> <p>12 to -- to ask for the rent. That he was entitled to</p> <p>13 the rent, basically.</p> <p>14 MS. CLEMM: D-4.</p> <p>15 ---</p> <p>16 (At this time, a Letter was</p> <p>17 marked for identification as D-4.)</p> <p>18 ---</p> <p>19 BY MS. CLEMM</p> <p>20 Q I'm handing you a document that I have</p> <p>21 marked as D-4.</p> <p>22 If you could take a look at that and</p> <p>23 let me know when you're done.</p> <p>24 A Okay.</p>	<p style="text-align: right;">Page 87</p> <p>1 Complaint at the time that Mr. Levy sent the letter</p> <p>2 to you?</p> <p>3 A Can you say that again?</p> <p>4 Q Sure.</p> <p>5 Prior to November 7th, 2016, had the</p> <p>6 Fair Housing Commission made any sort of decision or</p> <p>7 ruling regarding the complaint that you made on</p> <p>8 October 14th, 2016?</p> <p>9 A I'm not too sure about the dates on -- if</p> <p>10 something was given or not.</p> <p>11 Q According to D-4, it states: The</p> <p>12 landlord/tenant hearing was to be continued until</p> <p>13 after the December 20th, 2016 Fair Housing hearing.</p> <p>14 Did that happen?</p> <p>15 A Did what happen? Did a hearing happen?</p> <p>16 Q Did the Fair Housing hearing occur before</p> <p>17 the landlord/tenant hearing?</p> <p>18 MR. UREVICK-ACKELSBERG:</p> <p>19 Objection.</p> <p>20 THE WITNESS: I'm not sure how</p> <p>21 to answer that. Can you -- what exactly</p> <p>22 are you asking?</p> <p>23 BY MS. CLEMM</p> <p>24 Q According to the letter, the</p>
<p style="text-align: right;">Page 86</p> <p>1 MR. UREVICK-ACKELSBERG: Before</p> <p>2 you answer this question, because we are</p> <p>3 getting later into the case, I just want</p> <p>4 to instruct you that you shouldn't discuss</p> <p>5 any communications with any of your</p> <p>6 attorneys.</p> <p>7 THE WITNESS: Okay.</p> <p>8 MR. UREVICK-ACKELSBERG: Okay.</p> <p>9 MS. CLEMM: D-5.</p> <p>10 ---</p> <p>11 (At this time, a Letter was</p> <p>12 marked for identification as D-5.)</p> <p>13 ---</p> <p>14 BY MS. CLEMM</p> <p>15 Q I'm also going to hand you a document</p> <p>16 that's been marked D-5 in conjunction with D-4.</p> <p>17 According to D-5, it states that a</p> <p>18 Fair Housing Commission Complaint was initiated</p> <p>19 regarding this matter on October 14th, 2016; is that</p> <p>20 correct?</p> <p>21 A I believe so.</p> <p>22 Q The letter from Mr. Levy was sent to you</p> <p>23 on November 7th, 2016, had the Fair Housing</p> <p>24 Commission made a ruling on the Fair Housing</p>	<p style="text-align: right;">Page 88</p> <p>1 landlord/tenant hearing was supposed to occur on</p> <p>2 December 7th. But pursuant to this letter from the</p> <p>3 Fair Housing Commission, it was requested that the</p> <p>4 landlord/tenant hearing be continued until after the</p> <p>5 Fair Housing hearing occurred.</p> <p>6 Did that occur? Was the</p> <p>7 landlord/tenant hearing continued until after that</p> <p>8 point?</p> <p>9 A Yes, I believe so.</p> <p>10 Q Prior to the December 20th, 2016 hearing,</p> <p>11 had the Fair Housing Commission made any sort of</p> <p>12 decision or ruling on the Fair Housing complaint</p> <p>13 that you filed?</p> <p>14 A On December 7th?</p> <p>15 Q Prior to December 20th. Prior to the</p> <p>16 hearing.</p> <p>17 A Not that I recall, no.</p> <p>18 Q During that time from November 7 to</p> <p>19 December 20th, 2016, other than the two letters that</p> <p>20 were sent to you, did Mr. Levy and/or his firm</p> <p>21 contact you directly during that time period?</p> <p>22 MR. UREVICK-ACKELSBERG:</p> <p>23 Objection.</p> <p>24 THE WITNESS: Can you say that</p>

Gerrell Martin

Page 89	Page 91
<p>1 again?</p> <p>2 BY MS. CLEMM</p> <p>3 Q Sure.</p> <p>4 From November 7th, 2016, when</p> <p>5 Mr. Levy sent you the letter, until the Fair Housing</p> <p>6 Commission hearing on December 20th, 2016, other</p> <p>7 than the two letters that we talked about, did</p> <p>8 Mr. Levy and/or his firm contact you at any time --</p> <p>9 contact you directly?</p> <p>10 A I can't -- I can't recall at this time.</p> <p>11 Like I don't know if it was in that time frame or</p> <p>12 not.</p> <p>13 MR. UREVICK-ACKELSBERG: Just</p> <p>14 again, so the record is clear, when you</p> <p>15 are saying two letters, do you mean the</p> <p>16 Notice to Quit and the Eviction Complaint?</p> <p>17 MS. CLEMM: Ms. Martin testified</p> <p>18 that Mr. Levy contacted her with the</p> <p>19 November 7 letter, and then there was</p> <p>20 another letter sent sometime after</p> <p>21 November 7 from Mr. Levy and his firm.</p> <p>22 But those were the only two</p> <p>23 letters that she remembered receiving from</p> <p>24 him.</p>	<p>1 BY MS. CLEMM</p> <p>2 Q Other than those three times, did Mr. Levy</p> <p>3 and/or his firm contact you prior to December 20,</p> <p>4 2016?</p> <p>5 A I can't remember if it was prior or</p> <p>6 before.</p> <p>7 Q You can't remember if it was prior...</p> <p>8 Did he contact you --</p> <p>9 A I'm sorry. Go ahead.</p> <p>10 Q Did he contact you more than those three</p> <p>11 times?</p> <p>12 A I'm not sure. I believe so.</p> <p>13 Q When did he contact you again?</p> <p>14 A I believe it was during -- between the</p> <p>15 times of the complaints and going back and forth to</p> <p>16 Landlord/Tenant Court and the Fair Housing</p> <p>17 Commission. I had -- I was still -- I believe I</p> <p>18 still got a letter.</p> <p>19 Q You got a third letter?</p> <p>20 A I'm not exactly sure how many letters I</p> <p>21 had received.</p> <p>22 Q Did you --</p> <p>23 A But I believe it was more than two.</p> <p>24 Q Did you produce all of the letters that</p>
Page 90	Page 92
<p>1 I'm not sure what the second</p> <p>2 letter was.</p> <p>3 MR. UREVICK-ACKELSBERG: Okay.</p> <p>4 THE WITNESS: What was the...</p> <p>5 BY MS. CLEMM</p> <p>6 Q Did Mr. Levy contact you, other than those</p> <p>7 two letters?</p> <p>8 MR. UREVICK-ACKELSBERG:</p> <p>9 Objection.</p> <p>10 Again, there's a complaint that</p> <p>11 was sent. That's all I'm suggesting,</p> <p>12 so...</p> <p>13 MS. CLEMM: Right. Ms. Martin</p> <p>14 testified he did not send that directly to</p> <p>15 her. She was served by some process</p> <p>16 servers or something with the complaint.</p> <p>17 MR. UREVICK-ACKELSBERG: I think</p> <p>18 she said she didn't know how, whether it</p> <p>19 came in the mail from him or from a</p> <p>20 process server.</p> <p>21 THE WITNESS: I did say that. I</p> <p>22 said I wasn't sure if it came from him or</p> <p>23 a process server.</p> <p>24</p>	<p>1 you received in discovery?</p> <p>2 A I believe so.</p> <p>3 MS. CLEMM: D-6.</p> <p>4 ---</p> <p>5 (At this time, a Letter was</p> <p>6 marked for identification as D-6.)</p> <p>7 ---</p> <p>8 BY MS. CLEMM</p> <p>9 Q I'm showing you a document I marked as</p> <p>10 D-6.</p> <p>11 Can you take a look at that?</p> <p>12 A (Witness complies.)</p> <p>13 Q According to the letter, D-6, the Fair</p> <p>14 Housing Commission states: That a preliminary order</p> <p>15 was given which directed you to continue to hold --</p> <p>16 to withhold rent and bring an updated account</p> <p>17 statement to the next hearing.</p> <p>18 Did this happen?</p> <p>19 MR. UREVICK-ACKELSBERG:</p> <p>20 Objection.</p> <p>21 Go ahead.</p> <p>22 THE WITNESS: Yes.</p> <p>23 BY MS. CLEMM</p> <p>24 Q You can continued to withhold the rent?</p>

Gerrell Martin

<p style="text-align: right;">Page 93</p> <p>1 A Yes.</p> <p>2 Q You paid that into an escrow account?</p> <p>3 A Yes.</p> <p>4 Q Did you bring an updated account statement</p> <p>5 to the next hearing that was scheduled on</p> <p>6 January 25th, 2017.</p> <p>7 MR. UREVICK-ACKELSBERG: I'm</p> <p>8 sorry. Go ahead. Sorry.</p> <p>9 THE WITNESS: I did.</p> <p>10 BY MS. CLEMM</p> <p>11 Q Also, in the letter it states: The</p> <p>12 landlord/tenant hearing, which was originally</p> <p>13 scheduled for January 20th, 2017 was to be continued</p> <p>14 again until after the January 25th, 2017 Fair</p> <p>15 Housing hearing.</p> <p>16 Was that continued, the</p> <p>17 landlord/tenant hearing?</p> <p>18 MR. UREVICK-ACKELSBERG:</p> <p>19 Objection.</p> <p>20 THE WITNESS: Can you say that</p> <p>21 again?</p> <p>22 BY MS. CLEMM</p> <p>23 Q Sure.</p> <p>24 In this letter, it states: The</p>	<p style="text-align: right;">Page 95</p> <p>1 BY MS. CLEMM</p> <p>2 Q I'm showing you a document I've had marked</p> <p>3 as D-7. This is a three-page document.</p> <p>4 Can you take a look at that and let</p> <p>5 me know when you're done?</p> <p>6 A Okay.</p> <p>7 Q Ms. Martin, have you ever seen the</p> <p>8 document before?</p> <p>9 A I did.</p> <p>10 Q What is the document?</p> <p>11 A The preliminary hearing order from the</p> <p>12 Fair Housing Commission.</p> <p>13 Q That was in connection with the</p> <p>14 December 20th, 2016 hearing that occurred? It says</p> <p>15 it in there.</p> <p>16 A Yes.</p> <p>17 Q It says under paragraph 1, that you were</p> <p>18 present at the December 20th, 2016 hearing with your</p> <p>19 attorney; is that correct?</p> <p>20 A Yes.</p> <p>21 Q It also states you moved into the 1916</p> <p>22 Clarence Street property in 2014.</p> <p>23 Is that correct or was it 2013?</p> <p>24 A I actually moved in 2014.</p>
<p style="text-align: right;">Page 94</p> <p>1 landlord/tenant hearing, which had been continued</p> <p>2 before was to be continued until after the Fair</p> <p>3 Housing hearing, which was scheduled for</p> <p>4 January 25th, 2017.</p> <p>5 Was the landlord/tenant hearing --</p> <p>6 which was the hearing on the complaint -- continued</p> <p>7 until after the next Fair Housing hearing?</p> <p>8 A I believe so.</p> <p>9 MR. UREVICK-ACKELSBERG: Just a</p> <p>10 continuing objection to the representation</p> <p>11 as to what's in the document.</p> <p>12 MS. CLEMM: What's the</p> <p>13 objection?</p> <p>14 MR. UREVICK-ACKELSBERG: I don't</p> <p>15 necessarily agree with your</p> <p>16 characterization of this document.</p> <p>17 It speaks for itself.</p> <p>18 MS. CLEMM: D-7.</p> <p>19 - - -</p> <p>20 (At this time, a Preliminary</p> <p>21 Order was marked for identification as</p> <p>22 D-7.)</p> <p>23 - - -</p> <p>24</p>	<p style="text-align: right;">Page 96</p> <p>1 Q It also says that on February 20th, 2014</p> <p>2 the Department of Licenses and Inspections issued</p> <p>3 several code violations, which I believe are the</p> <p>4 violations in 2014 that you testified about earlier;</p> <p>5 is that correct?</p> <p>6 A Yes.</p> <p>7 Q Argentina was not the landlord in</p> <p>8 February 2014; is that correct?</p> <p>9 A Correct.</p> <p>10 Q In Section C, it states: On</p> <p>11 September 28th, 2016, the Department of Licenses and</p> <p>12 Inspections issued a second report, which indicated</p> <p>13 several code violations.</p> <p>14 I believe you testified earlier that</p> <p>15 you did not receive notice or you didn't find out</p> <p>16 about those violations until October or</p> <p>17 November 2016; is that correct?</p> <p>18 A What violations? The violations that was</p> <p>19 issued on...</p> <p>20 Q On September 28th, 2016?</p> <p>21 A What was the question again?</p> <p>22 Q When did you find out about those</p> <p>23 violations?</p> <p>24 A The violations that was issued on</p>

24 (Pages 93 to 96)

Gerrell Martin

Page 97	Page 99
<p>1 September 28th?</p> <p>2 Q Correct.</p> <p>3 A I don't remember when. I just -- I'm not</p> <p>4 sure about the second batch of violations.</p> <p>5 Q Do you remember if it was prior to</p> <p>6 receiving the letter from Mr. Levy?</p> <p>7 A No. I'm not sure if it was before. I</p> <p>8 know there was violations put out prior -- before</p> <p>9 Levy. I'm just not sure about the -- I wasn't sure</p> <p>10 about the second one at first.</p> <p>11 They were prior...</p> <p>12 Q You don't remember when you first became</p> <p>13 aware of the violations?</p> <p>14 A For September?</p> <p>15 Q Correct.</p> <p>16 A No. I wasn't sure about when they</p> <p>17 actually, you know, put the violations on the house.</p> <p>18 I just know they came out for an inspection. But I</p> <p>19 didn't -- I didn't know exactly what was -- what the</p> <p>20 violations was going to be on the second time</p> <p>21 around.</p> <p>22 Q Were you aware there were outstanding</p> <p>23 violations from September 28th, 2016 at the time of</p> <p>24 this Fair Housing hearing?</p>	<p>1 MS. CLEMM: I asked if the</p> <p>2 statement in Section G was correct.</p> <p>3 MR. UREVICK-ACKELSBERG: Well,</p> <p>4 objection to what -- you're describing</p> <p>5 what the statement...</p> <p>6 BY MS. CLEMM</p> <p>7 Q Did you testify to the Court that you last</p> <p>8 paid rent to the landlord in August of 2016 at \$750</p> <p>9 per month?</p> <p>10 A I don't remember. I just remember that I</p> <p>11 paid \$700 a month.</p> <p>12 Q You don't remember what you testified to</p> <p>13 at the hearing?</p> <p>14 A I don't remember testifying to that</p> <p>15 question or that amount.</p> <p>16 Q Under Section H, it states: You, the</p> <p>17 tenant, presented a Withholding Account Statement</p> <p>18 with a balance of \$3,151.76 representing rent</p> <p>19 withheld from September 2016 to December 2016.</p> <p>20 Is that a correct characterization of</p> <p>21 what you presented at the hearing?</p> <p>22 A I believe so.</p> <p>23 Q Under Section 7A, it states: The</p> <p>24 Commission issued a preliminary order directing that</p>
Page 98	Page 100
<p>1 A I did know it was violations.</p> <p>2 Q Were you aware of that when you filed the</p> <p>3 Fair Housing complaint?</p> <p>4 A Yes.</p> <p>5 Q Under Section G, it states: The tenant,</p> <p>6 meaning -- and did you testify at that hearing?</p> <p>7 A I did.</p> <p>8 Q The tenant, meaning you, testified that</p> <p>9 you last paid rent to the landlord in August 2016 at</p> <p>10 \$750 per month.</p> <p>11 Was that an accurate statement?</p> <p>12 A No. I paid \$700.</p> <p>13 Q When you testified that you paid \$750 a</p> <p>14 month in August of 2016, that was incorrect --</p> <p>15 MR. UREVICK-ACKELSBERG:</p> <p>16 Objection.</p> <p>17 She didn't say that's what she</p> <p>18 testified to.</p> <p>19 BY MS. CLEMM</p> <p>20 Q I just asked, is it correct that when it</p> <p>21 says the tenant testified at the hearing you paid --</p> <p>22 MR. UREVICK-ACKELSBERG: You</p> <p>23 asked if it was correct she paid \$750 a</p> <p>24 month.</p>	<p>1 you continue to withhold the rent after</p> <p>2 December 20th, 2016, and to bring an updated account</p> <p>3 statement to the next hearing.</p> <p>4 Did you continue to withhold rent</p> <p>5 after the December 20th, 2016 hearing?</p> <p>6 A Yes.</p> <p>7 Q Was that paid into the escrow account?</p> <p>8 A Yes.</p> <p>9 Q Did you bring an updated account statement</p> <p>10 to the next Fair Housing hearing?</p> <p>11 A I believe so.</p> <p>12 Q It also states: The landlord shall make</p> <p>13 the repairs, have Licenses and Inspections reinspect</p> <p>14 the property and obtain a compliance notice from</p> <p>15 Licenses and Inspections.</p> <p>16 Were the repairs made after the</p> <p>17 December 20th, 2016 hearing?</p> <p>18 MR. UREVICK-ACKELSBERG:</p> <p>19 Objection.</p> <p>20 Go ahead.</p> <p>21 THE WITNESS: I don't believe</p> <p>22 so.</p> <p>23 BY MS. CLEMM</p> <p>24 Q Did any workers come out after the</p>

25 (Pages 97 to 100)

Gerrell Martin

Page 101	Page 103
<p>1 December 20th, 2016 hearing to your property?</p> <p>2 A I believe so.</p> <p>3 Q What did they come out to fix?</p> <p>4 A They came out for several things. They</p> <p>5 came out for several things, the ceiling and the</p> <p>6 kitchen being one of them. They were kind of</p> <p>7 scattered all over. I'm not sure exactly what they</p> <p>8 was going off of in the complaint, I mean as far as</p> <p>9 like L & I violations but a lot of stuff still</p> <p>10 wasn't fixed even after that.</p> <p>11 Q Was it fixed at any time after that?</p> <p>12 MR. UREVICK-ACKELSBURG:</p> <p>13 Objection.</p> <p>14 Continue.</p> <p>15 THE WITNESS: What?</p> <p>16 BY MS. CLEMM</p> <p>17 Q Any of the issues, were they fixed at any</p> <p>18 time after December 20th, 2016?</p> <p>19 MR. UREVICK-ACKELSBURG:</p> <p>20 Continuing objection.</p> <p>21 You may answer.</p> <p>22 THE WITNESS: I'm not sure about</p> <p>23 if it was after or...</p> <p>24</p>	<p>1 fix in December of 2016, were those issues fixed at</p> <p>2 any time during time that you lived there after</p> <p>3 December 20th, 2016?</p> <p>4 MR. UREVICK-ACKELSBURG:</p> <p>5 Continuing objection.</p> <p>6 You may answer.</p> <p>7 THE WITNESS: I don't -- I'm not</p> <p>8 sure how to answer that question.</p> <p>9 BY MS. CLEMM</p> <p>10 Q You don't know if the issues in 2016 that</p> <p>11 the workers came out to fix were fixed at any point?</p> <p>12 MR. UREVICK-ACKELSBURG:</p> <p>13 Objection.</p> <p>14 THE WITNESS: I'm not</p> <p>15 specifically sure about which ones were in</p> <p>16 December, which ones was fixed and which</p> <p>17 ones wasn't.</p> <p>18 BY MS. CLEMM</p> <p>19 Q Were any issues fixed, say, January 2017?</p> <p>20 A I don't remember what month they had</p> <p>21 gotten fixed.</p> <p>22 Q What issues were fixed at some point after</p> <p>23 December 20th, 2016?</p> <p>24 A After December? I'm not sure. I really</p>
Page 102	Page 104
<p>1 BY MS. CLEMM</p> <p>2 Q Were the --</p> <p>3 A The time frames, I just don't know about</p> <p>4 that.</p> <p>5 Q Where the issues, that the workers came</p> <p>6 out to fix in December of 2016, fixed at any point?</p> <p>7 MR. UREVICK-ACKELSBURG: Just to</p> <p>8 be clear, only answer if you know.</p> <p>9 THE WITNESS: Yeah, I'm not</p> <p>10 sure.</p> <p>11 BY MS. CLEMM</p> <p>12 Q Well, you were living there. Were they</p> <p>13 fixed at any point after December 20th, 2016?</p> <p>14 A Was what fixed?</p> <p>15 Q The issues.</p> <p>16 MR. UREVICK-ACKELSBURG:</p> <p>17 Continuing objection to issues.</p> <p>18 THE WITNESS: I'm not</p> <p>19 understanding.</p> <p>20 You're not saying anything</p> <p>21 specific. You are just saying broader</p> <p>22 things.</p> <p>23 BY MS. CLEMM</p> <p>24 Q The issues that the workers came out to</p>	<p>1 don't -- I'm not sure.</p> <p>2 Q Did any issues remain after December 20th,</p> <p>3 2016?</p> <p>4 A Yes.</p> <p>5 Q What remained?</p> <p>6 A I don't know exactly, specifically, which</p> <p>7 ones. I believe it was still the ceiling.</p> <p>8 Q Was the heating fixed?</p> <p>9 A I can't remember if it was in December.</p> <p>10 Q After December 2016.</p> <p>11 A If they were fixed after?</p> <p>12 Are you asking me was it fixed after</p> <p>13 December or before December?</p> <p>14 Q Did the problem with the heating remain</p> <p>15 after December 2016?</p> <p>16 A Yes.</p> <p>17 Q How long did it remain for?</p> <p>18 A I'm not sure how long it remained, but I</p> <p>19 do remember it was out for Christmas and New Year's.</p> <p>20 That was after the December.</p> <p>21 Q Did it come back on at any point after the</p> <p>22 New Year?</p> <p>23 A I believe so.</p> <p>24 Q When was that?</p>

Gerrell Martin

Page 105	Page 107
<p>1 A I'm not sure when it was after December.</p> <p>2 Q Did the landlord send someone out to fix</p> <p>3 it after New Year's?</p> <p>4 A He sent somebody out to fix it. They said</p> <p>5 it couldn't be fixed. They would have to get a new</p> <p>6 one. They sent someone to bring it. And it worked</p> <p>7 and then it stopped working.</p> <p>8 Q When did it stop working again after that?</p> <p>9 A After they -- after it started working?</p> <p>10 Q Correct.</p> <p>11 A I believe it was like a week or two after</p> <p>12 they put it in, maybe sooner.</p> <p>13 Q Did the Department of Licenses and</p> <p>14 Inspections reinspect the property after</p> <p>15 December 20th, 2016?</p> <p>16 A I believe so.</p> <p>17 Q What was the outcome of that inspection?</p> <p>18 MR. UREVICK-ACKELSBURG:</p> <p>19 Objection.</p> <p>20 Only if you know.</p> <p>21 THE WITNESS: I don't know. I'm</p> <p>22 not sure.</p> <p>23 BY MS. CLEMM</p> <p>24 Q Do you know if L & I or did L & I issue a</p>	<p>1 one second. She can read the document.</p> <p>2 MR. MILZ: Let's go off the</p> <p>3 record then.</p> <p>4 ---</p> <p>5 (At this time, a discussion was</p> <p>6 held off the record.)</p> <p>7 ---</p> <p>8 (At this time, a recess was</p> <p>9 taken.)</p> <p>10 ---</p> <p>11 BY MS. CLEMM</p> <p>12 Q Ms. Martin, I have handed you two</p> <p>13 documents I have designated as D-8 and 9.</p> <p>14 First turning to D-9, could you tell</p> <p>15 me what D-9 is?</p> <p>16 A It's a final order from the Fair Housing</p> <p>17 Commission.</p> <p>18 Q Did you receive a copy of this final</p> <p>19 order?</p> <p>20 A Yes.</p> <p>21 Q This final order was issued following the</p> <p>22 January 25th, 2017 Fair Housing Commission hearing;</p> <p>23 is that correct?</p> <p>24 A Say that again. I'm sorry.</p>
Page 106	Page 108
<p>1 Compliance Notice regarding the 1916 Clarence Street</p> <p>2 property after December 20th, 2016?</p> <p>3 A Compliance letter to me?</p> <p>4 Q Compliance letter in general.</p> <p>5 A I don't know what he sent.</p> <p>6 MR. UREVICK-ACKELSBURG: Just a</p> <p>7 clarification, were you ever served a</p> <p>8 Compliance Notice or were you ever given a</p> <p>9 Compliance Notice?</p> <p>10 THE WITNESS: No.</p> <p>11 MS. CLEMM: D-8.</p> <p>12 ---</p> <p>13 (At this time, a Letter and a</p> <p>14 Final Order were marked for identification</p> <p>15 as D-8 and 9.)</p> <p>16 ---</p> <p>17 MR. UREVICK-ACKELSBURG: I'm</p> <p>18 just thinking about timing for lunch.</p> <p>19 Do you have a rough idea of how</p> <p>20 much longer you're going to be with</p> <p>21 Ms. Martin?</p> <p>22 MS. CLEMM: I should only be</p> <p>23 like 15 more minutes.</p> <p>24 MR. UREVICK-ACKELSBURG: Give me</p>	<p>1 Q This final order was issued following the</p> <p>2 January 25th, 2017 Fair Housing Commission hearing;</p> <p>3 is that correct?</p> <p>4 A Yes. I believe so, yes.</p> <p>5 Q The first portion of the order, basically,</p> <p>6 reiterates the prior preliminary order, right?</p> <p>7 Under Section I, it states: A second</p> <p>8 hearing was going to be scheduled for this matter.</p> <p>9 Was that second hearing scheduled?</p> <p>10 A Yes.</p> <p>11 MR. UREVICK-ACKELSBURG: Just</p> <p>12 for the record, 2-I? Paragraph 2-I --</p> <p>13 MS. CLEMM: No. It's 7-I on</p> <p>14 Page 3.</p> <p>15 BY MS. CLEMM</p> <p>16 Q A second hearing was scheduled.</p> <p>17 Did you appear at that hearing?</p> <p>18 A Yes.</p> <p>19 Q Who else appeared at that hearing?</p> <p>20 A I believe it was my lawyer, the</p> <p>21 representative for the landlord. I believe he had a</p> <p>22 lawyer, too.</p> <p>23 MR. UREVICK-ACKELSBURG: Speak</p> <p>24 up. She's taking it down.</p>

27 (Pages 105 to 108)

Gerrell Martin

Page 109	Page 111
<p>1 BY MS. CLEMM</p> <p>2 Q Under Section 10, it states: Present at</p> <p>3 the January 25th, 2017 hearing, was you, your</p> <p>4 attorney, and Carlos Declo, the agent.</p> <p>5 Was he the agent for the landlord who</p> <p>6 came to collect rent for you?</p> <p>7 A Yes.</p> <p>8 Q Under Section 12, it states: There were</p> <p>9 still open L & I code violations on the property.</p> <p>10 But the attorney for the landlord stated that all</p> <p>11 violations had been corrected. Had the landlord</p> <p>12 corrected those violations as of January 25th, 2017?</p> <p>13 A No.</p> <p>14 Q What violations -- what issues regarding</p> <p>15 the violations were still outstanding as of</p> <p>16 January 25th, 2017?</p> <p>17 A I'm not sure. There was a lot of</p> <p>18 violations. I'm not sure which ones was still</p> <p>19 outstanding or not. I just know there were still an</p> <p>20 open violation on that day.</p> <p>21 Q Had the heat been fixed at that point?</p> <p>22 A In January?</p> <p>23 Q On January 25th, 2017.</p> <p>24 A I can't remember if it was -- if it was</p>	<p>1 Q He attempted to fix the roof?</p> <p>2 A No. He attempted to fix the ceiling</p> <p>3 inside, inside of the house.</p> <p>4 Q What about the roof? Did the landlord</p> <p>5 send anyone out to fix the roof?</p> <p>6 A I'm not sure if they were there to fix the</p> <p>7 roof. Someone did look at the roof, but I don't</p> <p>8 recall them fixing that roof. I just remember him</p> <p>9 coming out and actually doing work on the ceiling</p> <p>10 and inside of the house.</p> <p>11 Q Do you remember, was that the landlord's</p> <p>12 agent who performed those repairs?</p> <p>13 A Yes, I believe so.</p> <p>14 Q Did he say anything to you regarding the</p> <p>15 problems with the roof?</p> <p>16 A No. He just stated I needed to pay my</p> <p>17 rent.</p> <p>18 Q What did he say to you regarding the</p> <p>19 problems with the ceiling leak?</p> <p>20 A He didn't. He just said I needed to pay</p> <p>21 my rent.</p> <p>22 Q But he attempted to fix the ceiling leak;</p> <p>23 is that correct?</p> <p>24 A Yeah. On the inside of the house.</p>
Page 110	Page 112
<p>1 still working. If it was working or not.</p> <p>2 Q You had testified that the heater did work</p> <p>3 at some point after January 1st, 2017; is that</p> <p>4 correct?</p> <p>5 A Yes. At some point, it did.</p> <p>6 Q Were smoke detectors installed in the</p> <p>7 property as of January 25th, 2017?</p> <p>8 A I believe so, yes.</p> <p>9 Q Had the roof been repaired as of</p> <p>10 January 25th, 2017?</p> <p>11 A No.</p> <p>12 Q What was wrong with the roof?</p> <p>13 A It was leaking.</p> <p>14 Q Where was it leaking?</p> <p>15 A In the front -- in the front of the house</p> <p>16 in the living room area, and it was leaking in the</p> <p>17 kitchen area by the back door.</p> <p>18 Q Had the landlord sent any workers out</p> <p>19 between December 20, 2017 and January 25 -- I'm</p> <p>20 sorry -- December 20th, 2016 and January 25th, 2017,</p> <p>21 to fix the problems with the roof?</p> <p>22 A No. I believe he just came out.</p> <p>23 Q The landlord's agent?</p> <p>24 A Yes.</p>	<p>1 Q When he finished his work, did he tell you</p> <p>2 those problems had been fixed?</p> <p>3 A No. He just said I needed to pay my rent.</p> <p>4 Q Were those problems fixed at all when he</p> <p>5 left?</p> <p>6 A No.</p> <p>7 Q What repairs did he perform in attempting</p> <p>8 to fix the leaky roof?</p> <p>9 A From what I saw, he had put some type of</p> <p>10 white plaster substance on the roof of the ceiling</p> <p>11 inside of the house to cover up the where it was</p> <p>12 leaking at.</p> <p>13 Q Were the windows made weather-tight</p> <p>14 throughout the property as of January 25th, 2017?</p> <p>15 A No. Not all the windows, no.</p> <p>16 Q Which windows were made not weather-tight?</p> <p>17 A I believe it was the window that was in</p> <p>18 the kitchen. They still were the same.</p> <p>19 Q What was wrong with windows in the</p> <p>20 kitchen?</p> <p>21 A A lot of air was coming through them. It</p> <p>22 wasn't regular windows. It was the windows that you</p> <p>23 kind of like turn and they open. They didn't close</p> <p>24 all the way. He only -- he only did a repair on the</p>

Gerrell Martin

Page 113	Page 115
<p>1 front windows.</p> <p>2 Q Who did the repair on the front windows?</p> <p>3 A The agent -- yeah, the agent.</p> <p>4 Q Was that at the same time that he</p> <p>5 attempted to fix the leaky ceiling?</p> <p>6 A Yes.</p> <p>7 Q Did anyone else come out to try to fix the</p> <p>8 windows in the kitchen?</p> <p>9 A No.</p> <p>10 Q Was the loose electrical fixture in the</p> <p>11 front bedroom fixed as of January 25th, 2017?</p> <p>12 A I believe so.</p> <p>13 Q Were the defective electrical receptacles</p> <p>14 in the dining room and living room fixed as of</p> <p>15 January 25th, 2017?</p> <p>16 A I can't remember if -- I believe so.</p> <p>17 Q Was the bathroom sink drain fixed as of</p> <p>18 January 25th, 2017?</p> <p>19 A I can't remember if it was still broken or</p> <p>20 not.</p> <p>21 Q Was the exterior door that was not</p> <p>22 weather-tight fixed as of January 25th, 2017?</p> <p>23 A I can't remember.</p> <p>24 Q Did anyone come out to try to fix the</p>	<p>1 BY MS. CLEMM</p> <p>2 Q On Page 3 of 5, it states: The lawyer for</p> <p>3 the landlord stated that all violations were</p> <p>4 corrected and that the L & I inspector is scheduled</p> <p>5 to reinspect the property on January 26th, 2017.</p> <p>6 Did the inspector reinspect the</p> <p>7 property on January 26th, 2017, which was the day</p> <p>8 after the hearing?</p> <p>9 A I can't remember if he came out the next</p> <p>10 day.</p> <p>11 Q Do you remember if he came out at all?</p> <p>12 A Yes, I do. He did come out.</p> <p>13 Q It also says: The attorney for the</p> <p>14 landlord presented an electronic image of the Rental</p> <p>15 License for the property with an effective date of</p> <p>16 October 1, 2016, and expiration date of September</p> <p>17 30, 2017.</p> <p>18 Did you see a copy of that license at</p> <p>19 the hearing?</p> <p>20 A (No response.)</p> <p>21 Q That license would have been what has been</p> <p>22 marked D-3.</p> <p>23 A I don't remember if I saw it there. I'm</p> <p>24 not sure if I seen it there. I did hear them state</p>
Page 114	Page 116
<p>1 exterior door from December 20th, 2016 to</p> <p>2 January 25th, 2017?</p> <p>3 A I don't -- I'm not sure.</p> <p>4 Q Was the living room window, which was in</p> <p>5 disrepair, fixed as of January 25th, 2017?</p> <p>6 A I believe so.</p> <p>7 Q Were the defective electrical cover plates</p> <p>8 fixed as of January 25th, 2017?</p> <p>9 A I believe so.</p> <p>10 Q This hearing occurred on January 25th,</p> <p>11 2017. The attorney for the landlord stated that the</p> <p>12 L & I inspector was scheduled to reinspect the</p> <p>13 property on January 26th, 2017.</p> <p>14 Did the inspector from the Department</p> <p>15 of Licenses and Inspections come to inspect the</p> <p>16 property on January 26th, 2017?</p> <p>17 MR. UREVICK-ACKELSBERG: Just,</p> <p>18 again, objection to any characterization</p> <p>19 of the documents as to what the attorney</p> <p>20 said. The document speaks for itself.</p> <p>21 You may answer the question.</p> <p>22 THE WITNESS: Say that one more</p> <p>23 time.</p> <p>24</p>	<p>1 they had copied me an electronic image.</p> <p>2 Q You were present at the hearing?</p> <p>3 A Yes, I was present.</p> <p>4 Q On Page 4 of 5, under Section 13D, it</p> <p>5 states that no rent was due or owing from you to the</p> <p>6 landlord until and unless a Certificate of Rental</p> <p>7 Suitability is provided after a Compliance Notice</p> <p>8 issue was noted.</p> <p>9 First of all, was a Compliance Notice</p> <p>10 issued?</p> <p>11 A No.</p> <p>12 Q Was a Certificate of Rental Suitability</p> <p>13 provided to you after this hearing?</p> <p>14 A No.</p> <p>15 Q Did you continue to withhold rent?</p> <p>16 A Yes.</p> <p>17 Q Did that rent go into the escrow account?</p> <p>18 A Yes.</p> <p>19 Q Could you take a look at D-8 for me?</p> <p>20 A D-8.</p> <p>21 Q Have you ever seen this document before?</p> <p>22 A I believe so.</p> <p>23 Q I'll just represent it's a February 23rd,</p> <p>24 2017 letter from the Fair Housing staff to the</p>

Gerrell Martin

Page 117	Page 119
<p>1 Court.</p> <p>2 It states in this letter: The</p> <p>3 landlord/tenant hearing, in connection with the</p> <p>4 complaint that was filed, was scheduled for</p> <p>5 March 2nd, 2017; is that correct?</p> <p>6 A Yes.</p> <p>7 Q Was that hearing continued from -- or was</p> <p>8 that hearing the continued hearing that was</p> <p>9 referenced in the prior letter which stated that the</p> <p>10 hearing had to occur after the Fair Housing hearing.</p> <p>11 MR. UREVICK-ACKELSBURG:</p> <p>12 Objection.</p> <p>13 You may answer.</p> <p>14 THE WITNESS: I believe that's</p> <p>15 what it says.</p> <p>16 BY MS. CLEMM</p> <p>17 Q This would have been the first time that</p> <p>18 you would have been in court for the landlord/tenant</p> <p>19 hearing, correct?</p> <p>20 MR. UREVICK-ACKELSBURG:</p> <p>21 Objection.</p> <p>22 That's not consistent with what</p> <p>23 she's testified to.</p> <p>24</p>	<p>1 attend the March 2nd, 2017 landlord/tenant hearing</p> <p>2 at 8:45, unless -- I think it's written incorrectly.</p> <p>3 It says: Unless the complaint is withdrawn by the</p> <p>4 landlord.</p> <p>5 Was the complaint withdrawn by the</p> <p>6 landlord?</p> <p>7 A Before that date?</p> <p>8 Q Yes.</p> <p>9 A No.</p> <p>10 Q Did you appear at the March 2nd hearing?</p> <p>11 A I did.</p> <p>12 Q What happened at the March 2nd hearing?</p> <p>13 A They withdrew the case.</p> <p>14 Q They withdrew the action at the March 2nd</p> <p>15 hearing?</p> <p>16 A Yes. At the -- on the actual day.</p> <p>17 Q After March 2nd, did you remain in the</p> <p>18 property, immediately following March 2nd?</p> <p>19 A Yes.</p> <p>20 Q How long did you remain in the property?</p> <p>21 A I don't remember the actual date that I</p> <p>22 had moved out.</p> <p>23 Q Do you remember if it was a month after</p> <p>24 March 2nd?</p>
Page 118	Page 120
<p>1 BY MS. CLEMM</p> <p>2 Q When was the first time that you were in</p> <p>3 the court for the landlord/tenant hearing -- the</p> <p>4 landlord/tenant matter.</p> <p>5 A I have been to all of the court dates. I</p> <p>6 appeared to all of them. The paper that you gave me</p> <p>7 that had the first court date for landlord/tenant, I</p> <p>8 was there for every one.</p> <p>9 I appeared to every one of them.</p> <p>10 Q Every time there was a landlord/tenant</p> <p>11 hearing, did they continue that hearing?</p> <p>12 A For the Landlord/Tenant Court?</p> <p>13 Q Correct.</p> <p>14 A Yes, I believe so.</p> <p>15 Q Those hearings were continued until what</p> <p>16 was supposed to be the March 2nd hearing; is that</p> <p>17 correct?</p> <p>18 A The March 2nd hearing was -- in</p> <p>19 Landlord/Tenant Court?</p> <p>20 Q Correct.</p> <p>21 A Correct.</p> <p>22 Q Looking at D-9, again, which is dated</p> <p>23 February 7th, 2017, the last section on Page 4 of 5,</p> <p>24 Section J, it states: Both parties are advised to</p>	<p>1 A I don't remember. I don't think it was</p> <p>2 March -- no. It wasn't April.</p> <p>3 Q Did you continue to withhold rent after</p> <p>4 March 2nd, 2017?</p> <p>5 A I don't believe so.</p> <p>6 Q Did you begin paying the landlord at some</p> <p>7 point after March 2nd, 2017, the rental payments?</p> <p>8 A No.</p> <p>9 Q What happened? Why did you not continue</p> <p>10 paying rental payments to the landlord after March</p> <p>11 2nd, 2017?</p> <p>12 A Because there was a rise [sic] in the Fair</p> <p>13 Housing Final Order that I wasn't to pay rent and he</p> <p>14 wasn't owed any rent until I had received Rental</p> <p>15 Suitability as well as some other things.</p> <p>16 I believe, you know, he didn't comply</p> <p>17 with it. I wasn't to pay rent until he complied,</p> <p>18 which he never complied, ever.</p> <p>19 Q Did you continue to pay rent into an</p> <p>20 escrow account?</p> <p>21 A After March 2nd?</p> <p>22 Q Correct.</p> <p>23 A No.</p> <p>24 Q What did you do with the money that had</p>

30 (Pages 117 to 120)

Gerrell Martin

Page 121	Page 123
<p>1 been in the escrow account prior to March 2nd?</p> <p>2 A What you do mean, what did I do?</p> <p>3 Q Did you take it out of the escrow account</p> <p>4 and put it back into your personal account?</p> <p>5 A After March 2nd?</p> <p>6 Q Correct.</p> <p>7 A I don't remember if I transferred it out.</p> <p>8 But he wasn't owed it. It was my money. So I don't</p> <p>9 know what I did with it, but it was mine.</p> <p>10 Q Do you still have the escrow account?</p> <p>11 A I don't believe so. I'm not sure, because</p> <p>12 it was -- I don't know if I just canceled it out or</p> <p>13 not.</p> <p>14 Q When you left the property, did you move</p> <p>15 out or were you evicted from the property?</p> <p>16 A I moved out.</p> <p>17 Q Approximately, how long after the</p> <p>18 complaint was withdrawn did you move out of the</p> <p>19 property?</p> <p>20 MR. UREVICK-ACKELSBERG:</p> <p>21 Objection.</p> <p>22 You're talking about the</p> <p>23 Landlord/Tenant Complaint?</p> <p>24 MS. CLEMM: Correct.</p>	<p>1 A I don't have a lease, but...</p> <p>2 Q Was it last month?</p> <p>3 A No. I believe it was around May or June.</p> <p>4 Q From March 2nd, 2017, to May or June of</p> <p>5 2017, did you continue to complain to the landlord</p> <p>6 about issues in the house?</p> <p>7 A I did.</p> <p>8 Q Were any workers sent out between March</p> <p>9 2nd, 2017, and May or June of 2017, to fix the</p> <p>10 problems?</p> <p>11 A No.</p> <p>12 Q Why did you make the decision to move out</p> <p>13 of the 1916 Clarence Street property?</p> <p>14 A I made the decision more for my family.</p> <p>15 It was just -- it wasn't good for a family to live</p> <p>16 it. Things wasn't getting fixed. He wasn't -- you</p> <p>17 know, getting fixed. I basically was just, you</p> <p>18 know -- obviously, just, you know, was being pushed</p> <p>19 around by the landlord and his lawyer.</p> <p>20 Q What did Mr. Levy do to push you around?</p> <p>21 MR. UREVICK-ACKELSBERG:</p> <p>22 Objection.</p> <p>23 You may answer.</p> <p>24 THE WITNESS: He did a lot. He</p>
Page 122	Page 124
<p>1 When it was withdrawn on March</p> <p>2 2nd.</p> <p>3 THE WITNESS: I'm not sure</p> <p>4 exactly the date that I had moved out.</p> <p>5 BY MS. CLEMM</p> <p>6 Q You testified earlier that in March of</p> <p>7 2017, you moved into the property where you are</p> <p>8 currently living right now; is that correct?</p> <p>9 MR. UREVICK-ACKELSBERG:</p> <p>10 Objection.</p> <p>11 I don't believe that's what she</p> <p>12 testified to.</p> <p>13 MS. CLEMM: She told me that she</p> <p>14 began living in the 5412 North 4th Street</p> <p>15 property in March of 2017.</p> <p>16 MR. UREVICK-ACKELSBERG: I don't</p> <p>17 remember that's what she testified to, but</p> <p>18 you can say whether that's when you moved</p> <p>19 out or not.</p> <p>20 THE WITNESS: I don't believe it</p> <p>21 was March. I don't think it was March.</p> <p>22 BY MS. CLEMM</p> <p>23 Q Do you remember when your new lease began</p> <p>24 at the new property on 5412 North 4th Street?</p>	<p>1 -- well, one, he was sending these letters</p> <p>2 out even when there was a clear order</p> <p>3 saying I didn't owe rent and he was still</p> <p>4 sending these letters out even after that,</p> <p>5 even after I got a lawyer.</p> <p>6 Me, personally, I just think it</p> <p>7 was more of an intimidation type of issue.</p> <p>8 He didn't even withdraw from the March</p> <p>9 2nd, even though he didn't have no</p> <p>10 standing to take me to court, because it</p> <p>11 was already stated with the documents that</p> <p>12 you just handed me, he wasn't -- he didn't</p> <p>13 have no grounds to take me to court. But</p> <p>14 he didn't even withdraw until the day of,</p> <p>15 which was March 2nd, which just so</p> <p>16 happened to be my wedding day.</p> <p>17 I had to go down to the courts,</p> <p>18 because he wouldn't withdraw the case. I</p> <p>19 didn't get a letter of Rental Suitability.</p> <p>20 It was even stated, you know, in the</p> <p>21 complaint that the lawyer, my lawyer can</p> <p>22 receive those documents on my behalf,</p> <p>23 which I never received.</p> <p>24 He still kept going with</p>

31 (Pages 121 to 124)

Gerrell Martin

Page 125	Page 127
<p>1 nothing. My house, it was -- it was 2 listed for not habitable, no one could 3 live in there. Then Bart Levy signs a 4 piece of paper saying there's no 5 violations. There's no outstanding 6 violations when clearly it is. 7 Because when he signed that 8 paper, it was unfit for -- L & I had 9 listed it. They put a big blue sticker on 10 my door saying no one could live in there, 11 but he signed a paper saying that, you 12 know, that wasn't true, so... 13 That was Bart Levy's name on 14 that paper. That's the lawyer. 15 BY MS. CLEMM 16 Q What paper are you talking about? 17 A The paper of the complaint, the complaint 18 that had the amount on it. 19 Q The Landlord/Tenant Complaint? 20 A Right. Yeah. That paper. That's -- Bart 21 Levy is their lawyer. 22 Q You're aware that Mr. Levy filed this 23 action on behalf of your landlord, correct? 24 A On behalf of my landlord, correct.</p>	<p>1 MR. UREVICK-ACKELSBERG: 2 Objection. 3 Go ahead. 4 THE WITNESS: That is correct. 5 I don't know -- I don't know the 6 conversation they had with each other. I 7 don't. 8 BY MS. CLEMM 9 Q The only communications that you had with 10 anyone on the other side, regarding this complaint, 11 were with the landlord and not Mr. Levy, correct? 12 MR. UREVICK-ACKELSBERG: 13 Objection. 14 That's not her testimony. 15 THE WITNESS: Can you say that 16 again? 17 BY MS. CLEMM 18 Q The only communications that you had with 19 anyone regarding this complaint, who was on the 20 landlord's side, was with the landlord, not 21 Mr. Levy; is that correct? 22 MR. UREVICK-ACKELSBERG: Just so 23 the record is clear, you mean outside of 24 the documents that we've looked at, the</p>
Page 126	Page 128
<p>1 Q He didn't file it, personally, against 2 you, correct? 3 A He personally signed his name at the 4 bottom of that paper saying with those things on 5 that paper is true. 6 Q Well, if you look at the bottom of D-2, if 7 you look in the signature of the plaintiff or the 8 attorney, it states: He has sufficient knowledge, 9 information, and belief to make the verification or 10 gained sufficient, knowledge, information, and 11 belief from communications with the plaintiff or the 12 persons listed below and that the facts set forth 13 are true and correct to the best of his knowledge, 14 information, and belief. 15 A Uh-huh. 16 Q You told me that you're not aware of what 17 Mr. Levy and his client spoke about before they 18 filed this complaint; is that correct? 19 A That is correct. I did say I don't know 20 what they exactly -- what their conversation was. I 21 wasn't there. 22 Q You don't know what the landlord told 23 Mr. Levy about the Violation Notices and what was 24 listed in the complaint; is that correct?</p>	<p>1 complaint and the letter? 2 MS. CLEMM: I mean in general. 3 MR. UREVICK-ACKELSBERG: I'm not 4 trying to be difficult. 5 Are you calling into question 6 whether she got these documents, like the 7 letter and the complaint? 8 MS. CLEMM: No. The 9 communications that she had, other than 10 the documents. 11 MR. UREVICK-ACKELSBERG: I just 12 wanted to get clear. 13 THE WITNESS: I had testified 14 earlier that I wasn't sure if I had spoke 15 to a clerk or not. I didn't say I didn't. 16 I just said I wasn't sure, because I'm not 17 sure. 18 I think that when I was saying 19 that he had signed this, he can -- or have 20 any knowledge. So, I mean, you can go on 21 a computer and look these things up. 22 That's knowledge. 23 He might have more resources 24 than I have to find out this information.</p>

Gerrell Martin

Page 129	Page 131
<p>1 So, I mean, I would think if he was going</p> <p>2 to sign his name at the bottom of a piece</p> <p>3 of paper, he would at least look into it</p> <p>4 to make sure what they are saying is true.</p> <p>5 I don't recall him saying that</p> <p>6 he did any type of investigation.</p> <p>7 BY MS. CLEMM</p> <p>8 Q Did you speak to him about any</p> <p>9 investigation that he did?</p> <p>10 A No, I didn't. I said I don't recall him</p> <p>11 ever stating that he did an investigation. But, on</p> <p>12 this letter, it's stating that -- he signed it,</p> <p>13 basically, saying what these things listed are true.</p> <p>14 Q Well, he signed it saying to the best of</p> <p>15 knowledge, information, and belief based upon</p> <p>16 communications with the plaintiff that those</p> <p>17 statements were are true; isn't that correct?</p> <p>18 MR. UREVICK-ACKELSBERG:</p> <p>19 Objection.</p> <p>20 Document speaks for itself.</p> <p>21 MS. CLEMM: She can answer the</p> <p>22 question.</p> <p>23 THE WITNESS: I'm sorry. Say</p> <p>24 that again.</p>	<p>1 A No.</p> <p>2 Q Did Mr. Levy and/or his firm represent to</p> <p>3 you that the fact that you were withholding rent,</p> <p>4 would result in the seizure or sale of any property</p> <p>5 that you had?</p> <p>6 A No.</p> <p>7 Q Did Mr. Levy and/or his firm communicate</p> <p>8 to you that the fact that you were withholding rent</p> <p>9 would cause you to not be able to assert any claim</p> <p>10 or defense to the payment of the rent in a civil</p> <p>11 action, such as the Landlord/Tenant Complaint?</p> <p>12 MR. UREVICK-ACKELSBERG:</p> <p>13 Objection.</p> <p>14 THE WITNESS: I don't get it.</p> <p>15 BY MS. CLEMM</p> <p>16 Q Did Mr. Levy represent to you that the</p> <p>17 fact that you were withholding rent would make it so</p> <p>18 that you wouldn't be able to assert a claim or</p> <p>19 defense to defend yourself in the landlord/tenant</p> <p>20 action?</p> <p>21 A I don't think so.</p> <p>22 Q Did Mr. Levy and/or his firm communicate</p> <p>23 to you that you had committed a crime regarding the</p> <p>24 fact that you weren't paying rent?</p>
Page 130	Page 132
<p>1 BY MS. CLEMM</p> <p>2 Q In here, it states that Mr. Levy, to the</p> <p>3 best of his knowledge, information, and belief,</p> <p>4 based upon communications with the plaintiff, which</p> <p>5 is his client, states that those statements are</p> <p>6 true; isn't that correct?</p> <p>7 A No.</p> <p>8 Q No? What does it say that's not correct?</p> <p>9 A It says that for the -- yes. It does</p> <p>10 state that, but at one of the hearings -- I'm sorry.</p> <p>11 During this, when he did this, there</p> <p>12 was outstanding violations, which the landlord was,</p> <p>13 you know, notified. And it says that he had</p> <p>14 knowledge and he signed his name.</p> <p>15 That's what I was trying to say.</p> <p>16 Q Right. Based on communications with this</p> <p>17 plaintiff.</p> <p>18 Do you know whether the landlord</p> <p>19 communicated to Mr. Levy whether or not there were</p> <p>20 violations at the property?</p> <p>21 A I'm not sure what they talked about.</p> <p>22 Q Did Mr. Levy and/or his firm at any time</p> <p>23 communicate to you that the fact that you weren't</p> <p>24 paying rent, would result in your arrest?</p>	<p>1 A Say that one more time.</p> <p>2 Q Had Mr. Levy and/or his firm communicated</p> <p>3 to you that the fact that you weren't paying the</p> <p>4 rent was -- that you had committed a crime by doing</p> <p>5 so?</p> <p>6 A I don't know how to answer that.</p> <p>7 MR. UREVICK-ACKELSBERG: Did he</p> <p>8 in any way suggest you had committed a</p> <p>9 crime in any...</p> <p>10 THE WITNESS: In the paperwork,</p> <p>11 are you saying? That I did something</p> <p>12 wrong?</p> <p>13 BY MS. CLEMM</p> <p>14 Q No. That you committed a crime at any</p> <p>15 time.</p> <p>16 A I don't -- I don't think so.</p> <p>17 Q Did Mr. Levy and/or his firm represent to</p> <p>18 you that he would disclose your credit information</p> <p>19 to anyone?</p> <p>20 A No.</p> <p>21 Q Did Mr. Levy call you at home?</p> <p>22 A I'm not sure. I don't -- I'm not sure if</p> <p>23 he called.</p> <p>24 Q Do you remember ever speaking to him on</p>

33 (Pages 129 to 132)

Gerrell Martin

Page 133	Page 135
<p>1 the telephone?</p> <p>2 A I don't remember.</p> <p>3 Q Do you remember did Mr. Levy and/or his</p> <p>4 firm call you at your place of employment?</p> <p>5 A No.</p> <p>6 Q What, if any, emotional distress did you</p> <p>7 suffer as a result of Mr. Levy filing the</p> <p>8 Landlord/Tenant Complaint?</p> <p>9 MR. UREVICK-ACKELSBERG:</p> <p>10 Objection.</p> <p>11 You may answer.</p> <p>12 THE WITNESS: Say that one more</p> <p>13 time.</p> <p>14 BY MS. CLEMM</p> <p>15 Q What, if any, emotional distress did you</p> <p>16 suffer as a result of Mr. Levy filing the</p> <p>17 Landlord/Tenant Complaint?</p> <p>18 THE WITNESS: Can I take a</p> <p>19 break?</p> <p>20 MS. CLEMM: You can take a break</p> <p>21 noting there's a question outstanding.</p> <p>22 ---</p> <p>23 (At this time, a recess was</p> <p>24 taken.)</p>	<p>1 letters.</p> <p>2 Q Are the letters that you're talking about</p> <p>3 the two letters that you received from Mr. Levy?</p> <p>4 A Whatever letters -- I'm not sure if it was</p> <p>5 only the two letters. But I had received letters</p> <p>6 that had his name of it as well as the complaint</p> <p>7 that, you know, said that, basically, he was</p> <p>8 vouching for this landlord.</p> <p>9 Q What other letters, other than the two</p> <p>10 letters, did you receive --</p> <p>11 A I got -- sorry.</p> <p>12 Q -- from Mr. Levy and/or his firm?</p> <p>13 A Can you repeat that?</p> <p>14 Q What other letters, other than the two</p> <p>15 that we have talked about and the complaint, did you</p> <p>16 receive from Mr. Levy and/or his firm?</p> <p>17 A Once again, I'm not sure if those were the</p> <p>18 only two, but I know I had received the letters that</p> <p>19 was stating, you know, that I was being, basically,</p> <p>20 I had like 20 days or so to comply.</p> <p>21 Q Was that notice in a letter, other than</p> <p>22 the November 7th letter?</p> <p>23 A Say that again.</p> <p>24 Q Was the 20-day notice, that you talked</p>
Page 134	Page 136
<p>1 ---</p> <p>2 BY MS. CLEMM</p> <p>3 Q What, if any, emotional distress did you</p> <p>4 suffer as a result of Mr. Levy filing the</p> <p>5 Landlord/Tenant Complaint?</p> <p>6 A I suffered a lot of distress. Getting</p> <p>7 these notices in the mail. Wondering how I'm going</p> <p>8 to defend myself to prove what's stated on here is</p> <p>9 not true. You know, being intimidated that -- you</p> <p>10 know, it's like I felt I was going up against a</p> <p>11 lawyer.</p> <p>12 And having go to court on my wedding</p> <p>13 day for something that he didn't even have grounds</p> <p>14 to take me to court for. But, you know, waited, of</p> <p>15 course, until the day to, you know, withdraw it.</p> <p>16 Continuing to receive all these letters in the mail</p> <p>17 even after, you know, getting the orders from the</p> <p>18 Fair Housing Commission. Even after I had my own</p> <p>19 lawyer, I still continued to get these letters in</p> <p>20 the mail.</p> <p>21 Worrying about my family. The stress</p> <p>22 I was under with getting the letters in the mail.</p> <p>23 Going to court back and forth. He just put, you</p> <p>24 know, a black cloud over my family with these</p>	<p>1 about right now, in a letter other than the</p> <p>2 November 7th, 2016 letter, which was sent to you by</p> <p>3 Mr. Levy?</p> <p>4 A Yes.</p> <p>5 Q What other letters was that contained in?</p> <p>6 A I don't see the letter here.</p> <p>7 Q Well, it's not here. What letters did you</p> <p>8 receive --</p> <p>9 A It was the ones, pretty much the same one</p> <p>10 as that November 7th letter, that was basically</p> <p>11 saying I was being evicted for, you know, a sum of</p> <p>12 money that wasn't even correct.</p> <p>13 It was those letters.</p> <p>14 Q Did you receive these letters that you're</p> <p>15 talking about after the Landlord/Tenant Complaint</p> <p>16 was filed?</p> <p>17 A I believe so.</p> <p>18 Q How long after the Landlord/Tenant</p> <p>19 Complaint was filed did you receive those letters?</p> <p>20 A I don't remember. I don't remember</p> <p>21 exactly how long after. I just know that he sent</p> <p>22 the letters coming from his place with his name on</p> <p>23 it, and I continued to receive these letters.</p> <p>24 So every time a saw a letter coming</p>

Gerrell Martin

Page 137	Page 139
<p>1 in saying Bart Levy and whoever, you know, I knew it</p> <p>2 had something pertaining to this. Even though, you</p> <p>3 know, these things wasn't true, he continued to send</p> <p>4 it out.</p> <p>5 Even as far as the March 2nd court</p> <p>6 date, I mean, there was nothing -- there was no</p> <p>7 amount owed. There was nothing there. But instead</p> <p>8 of withdrawing it, he continued until the day of.</p> <p>9 Instead of going out all pretty and bedazzling for</p> <p>10 your wedding, I'm sitting in a courtroom because he</p> <p>11 refused to, you know, withdraw.</p> <p>12 Q These letters you were talking about, they</p> <p>13 were directed to you and not to your attorney,</p> <p>14 correct?</p> <p>15 A Correct.</p> <p>16 Q You told me that you produced all of these</p> <p>17 letters in your document production; is that</p> <p>18 correct?</p> <p>19 A I --</p> <p>20 MR. UREVICK-ACKELSBURG:</p> <p>21 Objection.</p> <p>22 THE WITNESS: I don't...</p> <p>23 BY MS. CLEMM</p> <p>24 Q Did you produce all of those letters in</p>	<p>1 BY MS. CLEMM</p> <p>2 Q In Philadelphia?</p> <p>3 A Yes.</p> <p>4 Q What do you receive treatment there for?</p> <p>5 MR. UREVICK-ACKELSBURG: I'm</p> <p>6 going to object.</p> <p>7 If you recall, a week or two</p> <p>8 ago, we provided you with a</p> <p>9 Confidentiality Order. I'm going to</p> <p>10 instruct her not to answer until that's</p> <p>11 been executed.</p> <p>12 I think -- we intend only to</p> <p>13 seek the garden variety emotional</p> <p>14 distress. We don't intend to rely on</p> <p>15 medical evidence. But given the sensitive</p> <p>16 nature of it, we need to have the</p> <p>17 Confidentiality Order agreed to before I</p> <p>18 can let her answer.</p> <p>19 It's just sensitive stuff as</p> <p>20 most medical records are.</p> <p>21 MS. CLEMM: I apologize, I don't</p> <p>22 have the Confidentiality Order with me.</p> <p>23 Otherwise, we are going to have</p> <p>24 to bring her back here for another</p>
Page 138	Page 140
<p>1 your Request for Production of Documents?</p> <p>2 A I'm not sure if I gave all of them.</p> <p>3 Q Well, if you haven't, I would ask that you</p> <p>4 produce all of those letters to me.</p> <p>5 A (Witness nods.)</p> <p>6 Q With regard to any emotional distress that</p> <p>7 you suffered, in your Interrogatories, Interrogatory</p> <p>8 No. 18, paragraph 65 of the Complaint, the</p> <p>9 plaintiffs claim that the acts of the Levy</p> <p>10 defendants caused yourself and Mr. Sampson to lose</p> <p>11 sleep, feel intense stress, worry, frustration,</p> <p>12 anguish, and fear.</p> <p>13 You have identified certain medical</p> <p>14 professionals who treated you for any of these</p> <p>15 damages. You state that had you received medical</p> <p>16 treatment at the Tree of Life Behavioral Care.</p> <p>17 First of all, where's that located?</p> <p>18 A On...</p> <p>19 MR. UREVICK-ACKELSBURG: You can</p> <p>20 give her the address.</p> <p>21 THE WITNESS: On Castor Avenue.</p> <p>22 I don't know the exact address. It's on</p> <p>23 Castor Avenue.</p> <p>24</p>	<p>1 deposition.</p> <p>2 MR. UREVICK-ACKELSBURG: Well,</p> <p>3 you can try.</p> <p>4 Again; one, we're happy, I</p> <p>5 think, to stipulate we are only seeking</p> <p>6 garden variety emotional distress; two, I</p> <p>7 can execute the Confidentiality Order and</p> <p>8 then we can discuss it.</p> <p>9 I don't think you will need to</p> <p>10 bring her back. You can decide whether</p> <p>11 that's something you intend to do or seek</p> <p>12 to do, but I doubt you will need to.</p> <p>13 MS. CLEMM: Do you have a copy</p> <p>14 of the Confidentiality Order here? I'll</p> <p>15 look at it and --</p> <p>16 MR. UREVICK-ACKELSBURG: I can</p> <p>17 get it on the break. I'm sure we have a</p> <p>18 copy in my office.</p> <p>19 MS. CLEMM: Well, all my</p> <p>20 remaining questions are going to be about</p> <p>21 that. I'll just ask one additional</p> <p>22 question and then if you can get that for</p> <p>23 me.</p> <p>24 MR. UREVICK-ACKELSBURG: Sure.</p>

Gerrell Martin

Page 141	Page 143
<p>1 BY MS. CLEMM</p> <p>2 Q In this question, I'm not asking you about</p> <p>3 any communications that you had with your attorney.</p> <p>4 I know that you had stated that the</p> <p>5 allegations in the Landlord/Tenant Complaint and</p> <p>6 whatever was sent to you was not true.</p> <p>7 As a result of any conversations that</p> <p>8 you had with your attorney, was your mind put at</p> <p>9 ease that you would be able to beat this</p> <p>10 Landlord/Tenant Complaint?</p> <p>11 MR. UREVICK-ACKELSBURG:</p> <p>12 Objection.</p> <p>13 That calls into question the</p> <p>14 communications --</p> <p>15 MS. CLEMM: No, it doesn't. I'm</p> <p>16 not asking for the actual communications.</p> <p>17 I'm asking what her thought process was</p> <p>18 after you spoke with her.</p> <p>19 I'm not asking you to tell me</p> <p>20 the communications.</p> <p>21 MR. UREVICK-ACKELSBURG: You can</p> <p>22 talk about your mindset at any point in</p> <p>23 time. At any point in time during -- you</p> <p>24 know, if there's a date, you can talk</p>	<p>1 about any communications.</p> <p>2 It's a yes or no question.</p> <p>3 MR. UREVICK-ACKELSBURG: We</p> <p>4 disagree.</p> <p>5 Again, if you want to ask her</p> <p>6 about a point in time, then she can</p> <p>7 answer. If you're connecting and saying</p> <p>8 as a result of attorney/client</p> <p>9 communications, I'm instructing her not to</p> <p>10 answer.</p> <p>11 As my counsel reminds me, this</p> <p>12 is a long saga. So I think it doesn't</p> <p>13 make -- it makes sense to focus on the</p> <p>14 time -- point in time during the month's</p> <p>15 long saga rather than some amorphous</p> <p>16 question.</p> <p>17 BY MS. CLEMM</p> <p>18 Q Did you meet -- again, I don't want to</p> <p>19 know the substance of your conversations.</p> <p>20 Did you meet with an attorney at some</p> <p>21 point after November 7th, 2016 regarding the</p> <p>22 Landlord/Tenant Complaint?</p> <p>23 MR. UREVICK-ACKELSBURG: You can</p> <p>24 answer that.</p>
Page 142	Page 144
<p>1 about it.</p> <p>2 I don't want you in any way to</p> <p>3 disclose any of our conversations, so...</p> <p>4 MS. CLEMM: Don't tell me</p> <p>5 anything that you spoke to your attorney</p> <p>6 about or what he spoke to you about.</p> <p>7 BY MS. CLEMM</p> <p>8 Q As a result of any conversations that you</p> <p>9 had with your attorney regarding the Landlord/Tenant</p> <p>10 Complaint, were you confident that you would be able</p> <p>11 to beat the Landlord/Tenant Complaint?</p> <p>12 MR. UREVICK-ACKELSBURG: Again,</p> <p>13 I'm going to instruct you not to answer.</p> <p>14 Again, I'm happy to have her</p> <p>15 talk about any -- pick a time, she can</p> <p>16 talk about her mindset. But when you</p> <p>17 connect it to our conversations, you are,</p> <p>18 I think, implicitly asking the subject of</p> <p>19 those conversations.</p> <p>20 Again, if you want to pick a</p> <p>21 time and ask her about her state of mind;</p> <p>22 otherwise, I'm instructing her not to</p> <p>23 answer.</p> <p>24 MS. CLEMM: I'm not asking her</p>	<p>1 THE WITNESS: Yes.</p> <p>2 BY MS. CLEMM</p> <p>3 Q When did you meet with that attorney?</p> <p>4 A I don't know the exact dates.</p> <p>5 Q Approximately, how long after you received</p> <p>6 the November 7th, 2016 letter did you meet with an</p> <p>7 attorney?</p> <p>8 A I don't know the approximate time frame.</p> <p>9 I don't.</p> <p>10 Q Was it prior to the first scheduled</p> <p>11 hearing in Landlord/Tenant Court?</p> <p>12 A Say that one more time.</p> <p>13 Q Was it prior to the first scheduled</p> <p>14 hearing in early December in Landlord/Tenant Court?</p> <p>15 A Yes.</p> <p>16 Q In early December 2016, were you confident</p> <p>17 that you would be able to beat this Landlord/Tenant</p> <p>18 Complaint?</p> <p>19 MR. UREVICK-ACKELSBURG: You can</p> <p>20 answer that.</p> <p>21 THE WITNESS: No.</p> <p>22 BY MS. CLEMM</p> <p>23 Q Why weren't you?</p> <p>24 A One, he's a lawyer.</p>

36 (Pages 141 to 144)

Gerrell Martin

Page 145	Page 147
<p>1 Q Who's a lawyer?</p> <p>2 A Bart Levy.</p> <p>3 Q Okay.</p> <p>4 A So I kind of felt like I was going up</p> <p>5 against someone that was kind of out of my league on</p> <p>6 a higher level.</p> <p>7 Q You had a lawyer at that point; is that</p> <p>8 correct?</p> <p>9 A That's correct.</p> <p>10 Q Why were you fearful that you would lose</p> <p>11 this complaint at that if the allegations in the</p> <p>12 complaint were not true?</p> <p>13 A Because, one, a lot of the times when</p> <p>14 people get, you know, evicted or get these types of</p> <p>15 notices, whether they are right or wrong, nine times</p> <p>16 out of ten, they don't get it -- they lose, rather.</p> <p>17 And whether I had somebody or not, I</p> <p>18 still felt like I was going up against, you know,</p> <p>19 someone that was on, you know, a higher level.</p> <p>20 I'm trying -- I felt like I was going</p> <p>21 up to somebody who, basically, some people look at</p> <p>22 like these people are going to tell the truth and be</p> <p>23 honest. They are, you know, have more pull than</p> <p>24 what I have.</p>	<p>1 had looked at the things that were stated in this</p> <p>2 Landlord/Tenant Complaint, as far as, you know, not</p> <p>3 having violations and Eviction Notices and so forth</p> <p>4 and so on.</p> <p>5 Then you see a name written at the</p> <p>6 bottom, I would just -- if I was anybody else that</p> <p>7 -- if I was anybody else, I would think that he did</p> <p>8 some type of investigation before signing his name</p> <p>9 on it.</p> <p>10 I wouldn't -- I mean, I wouldn't sign</p> <p>11 my name to something I didn't look into. I mean</p> <p>12 somebody that has --</p> <p>13 Q That wasn't my question.</p> <p>14 A What was your question?</p> <p>15 Q My question is, what is the basis for your</p> <p>16 belief that people would tend to believe the</p> <p>17 landlords' lawyers as opposed to tenants' lawyers,</p> <p>18 like yourself?</p> <p>19 A Can you say that again?</p> <p>20 MR. UREVICK-ACKELSBERG:</p> <p>21 Objection.</p> <p>22 Asked and answered, but...</p> <p>23 MS. CLEMM: She hasn't answered</p> <p>24 the question.</p>
Page 146	Page 148
<p>1 I thought I lost before it started,</p> <p>2 whether I had an attorney or not.</p> <p>3 Q What was your basis in thinking that</p> <p>4 someone would believe -- I'm assuming that when you</p> <p>5 said that people believe those people, you're</p> <p>6 talking about landlords?</p> <p>7 A Well, as far as this, it's more of the</p> <p>8 lawyer. You know, I just -- the lawyer.</p> <p>9 Q You're saying that people would believe</p> <p>10 the lawyer instead of you.</p> <p>11 Is that what you are saying?</p> <p>12 A Yes. That's what I believe.</p> <p>13 Q But you had a lawyer who was representing</p> <p>14 you at the hearing; is that correct?</p> <p>15 A That's correct.</p> <p>16 Q So what is your basis for the belief that</p> <p>17 people would believe the landlord's lawyer as</p> <p>18 opposed to your lawyer?</p> <p>19 A Can you state that again?</p> <p>20 Q Sure.</p> <p>21 What is your basis for your belief</p> <p>22 that people would believe the landlord's lawyer as</p> <p>23 opposed to your lawyer?</p> <p>24 A Well, when I had initially looked at it, I</p>	<p>1 MR. UREVICK-ACKELSBERG: I think</p> <p>2 she has.</p> <p>3 BY MS. CLEMM</p> <p>4 Q What is your basis for the belief that</p> <p>5 people would tend to believe landlords' lawyers as</p> <p>6 opposed to tenants' lawyers?</p> <p>7 A I don't know. I thought I answered that.</p> <p>8 Q Is it based upon experience of people you</p> <p>9 know who have gone to Landlord/Tenant Court?</p> <p>10 What is the basis for that belief?</p> <p>11 A I don't know how to answer the question.</p> <p>12 I thought I answered it already.</p> <p>13 Q What was your answer?</p> <p>14 MR. UREVICK-ACKELSBERG:</p> <p>15 Objection.</p> <p>16 She said --</p> <p>17 MS. CLEMM: What was the answer?</p> <p>18 MR. UREVICK-ACKELSBERG: --</p> <p>19 among other things, she expects when</p> <p>20 people read documents, when someone reads</p> <p>21 this and verifies it, that people are</p> <p>22 going to think it's accurate.</p> <p>23 So that is -- that was her</p> <p>24 answer.</p>

37 (Pages 145 to 148)

Gerrell Martin

<p style="text-align: right;">Page 149</p> <p>1 You interrupted her halfway</p> <p>2 through.</p> <p>3 MS. CLEMM: I didn't interrupt</p> <p>4 her.</p> <p>5 MR. UREVICK-ACKELSBERG: You</p> <p>6 did.</p> <p>7 BY MS. CLEMM</p> <p>8 Q You told me when you go to court, you</p> <p>9 think people will believe those people, meaning the</p> <p>10 landlords, as opposed to the tenants.</p> <p>11 So I'm just wondering what the basis</p> <p>12 for that belief is.</p> <p>13 A Again, I really don't know how to answer</p> <p>14 it. This is me having to defend myself over -- I</p> <p>15 have to defend myself off of things that's already</p> <p>16 not true.</p> <p>17 When I looked at the letter, and I</p> <p>18 saw that, you know, he had an attorney and they was</p> <p>19 taking me to court, even though I knew that it was</p> <p>20 -- wasn't true, I felt like I still was going to</p> <p>21 lose.</p> <p>22 I felt like I was going up against</p> <p>23 somebody maybe on the level as a cop or someone with</p> <p>24 some type of authority that people look at as going</p>	<p style="text-align: right;">Page 151</p> <p>1 BY MS. CLEMM</p> <p>2 Q Why do you think people would believe</p> <p>3 Mr. Levy like they would believe a police officer?</p> <p>4 A I guess the only way to explain it is the</p> <p>5 level. You know, like, I look at a lawyer like they</p> <p>6 are somebody that, you know, has good resources,</p> <p>7 maybe, respected, you know.</p> <p>8 Just of a higher level. That's the</p> <p>9 only way I can explain it. They are of a higher</p> <p>10 level. When I looked at this complaint and I saw a</p> <p>11 lawyer took on it -- and, also, in here, it has the</p> <p>12 attorney fees, I'm thinking, you know, I don't know</p> <p>13 what they can pull, but to take a case they are</p> <p>14 going to win, I'm thinking I'm going to have to</p> <p>15 fight ten times harder, because I'm not on the same</p> <p>16 level as, you know, him or had the resources as him</p> <p>17 or whatever the case is.</p> <p>18 Q Did you believe that your lawyer had the</p> <p>19 same resources?</p> <p>20 A I don't know. I don't know what resources</p> <p>21 -- you know, I can't say.</p> <p>22 Q Did you trust that your lawyer would do as</p> <p>23 good as a job as Mr. Levy would for his client?</p> <p>24 A Say that one more time.</p>
<p style="text-align: right;">Page 150</p> <p>1 to, like, be honest.</p> <p>2 I had never been through -- that's</p> <p>3 the only way I know how to answer that question.</p> <p>4 That's what my basis is, you know.</p> <p>5 Q Did you believe that Mr. Levy was in law</p> <p>6 enforcement or a cop?</p> <p>7 MR. UREVICK-ACKELSBERG:</p> <p>8 Objection.</p> <p>9 That's not what she said.</p> <p>10 THE WITNESS: Yeah. I didn't</p> <p>11 say that.</p> <p>12 BY MS. CLEMM</p> <p>13 Q Why did you think that people would look</p> <p>14 at him like he was a cop?</p> <p>15 MR. UREVICK-ACKELSBERG:</p> <p>16 Objection.</p> <p>17 That's not what she said. She</p> <p>18 said --</p> <p>19 MS. CLEMM: That is what she</p> <p>20 said.</p> <p>21 MR. UREVICK-ACKELSBERG: She</p> <p>22 said people would believe him like people</p> <p>23 believe a police officer.</p> <p>24</p>	<p style="text-align: right;">Page 152</p> <p>1 Q Did you trust that your lawyer would do as</p> <p>2 good a job for you as Mr. Levy would do for his</p> <p>3 client?</p> <p>4 A Yeah, I would hope so.</p> <p>5 Q Okay.</p> <p>6 A But it's not -- I don't know. I don't</p> <p>7 know, you know. I didn't know what the outcome was</p> <p>8 going to be. I didn't know -- I didn't know what I</p> <p>9 was going up against. I didn't know the</p> <p>10 information.</p> <p>11 All I saw was that he had a whole</p> <p>12 bunch of false information on here and I was being</p> <p>13 drug to court a lot of times from, you know, the</p> <p>14 lawyer. So even though I felt like -- and it was</p> <p>15 stated before that, you know, he couldn't take me to</p> <p>16 court or, rather, I didn't owe anything and nothing</p> <p>17 was owed, he continued to push for this court date.</p> <p>18 So, me, I'm thinking that he has --</p> <p>19 maybe he has some new information or something or</p> <p>20 maybe he pulled something out of this hat. I don't</p> <p>21 know. But he didn't -- he just continued to go on.</p> <p>22 He didn't care about, you know, what problems, what</p> <p>23 stress he was going to cause on somebody.</p> <p>24 He didn't care about the aftermath.</p>

Gerrell Martin

<p style="text-align: right;">Page 153</p> <p>1 He can't care about none of that; otherwise, he</p> <p>2 would have looked into this information that he put</p> <p>3 his name on. He signed his name at the bottom of</p> <p>4 paper that has a whole bunch of lies on it.</p> <p>5 That's the -- Bart Levy is their</p> <p>6 lawyer, right?</p> <p>7 Q That's correct.</p> <p>8 A He's the one who signed the paper and it's</p> <p>9 a whole bunch of lies on it.</p> <p>10 Q He signed the paper based on the</p> <p>11 information that he was provided by his client.</p> <p>12 MR. UREVICK-ACKELSBURG:</p> <p>13 Objection.</p> <p>14 We've been down this road.</p> <p>15 MS. CLEMM: Yes.</p> <p>16 BY MS. CLEMM</p> <p>17 Q You said that you were worried he would</p> <p>18 pull something out of his hat or have new</p> <p>19 information, but as of the issuance of the Final</p> <p>20 Order in, I believe, it was January 25th, 2017.</p> <p>21 A The Final Order?</p> <p>22 Q Correct.</p> <p>23 It stated that no rent was due. At</p> <p>24 that point, were you certain that there were no</p>	<p style="text-align: right;">Page 155</p> <p>1 didn't withdraw anything. He still had a March 2nd</p> <p>2 court date that still -- hadn't come up yet.</p> <p>3 It just so happens to be on the day I</p> <p>4 get married.</p> <p>5 Q Are you aware -- do you have any personal</p> <p>6 knowledge of any of the communications that Mr. Levy</p> <p>7 and his client, the landlord had during September --</p> <p>8 sorry -- November of 2016 to March of 2017?</p> <p>9 A Say that again.</p> <p>10 Q Do you have any personal knowledge of the</p> <p>11 communications that Mr. Levy had with his client,</p> <p>12 your landlord, from November 2017 to March -- sorry.</p> <p>13 November 2016 to March of 2017?</p> <p>14 A Personal knowledge? Are you saying do I</p> <p>15 -- do I know that they had a conversation with each</p> <p>16 other?</p> <p>17 Q Do you know what they spoke about?</p> <p>18 A One conversation, yes.</p> <p>19 Q What was that conversation?</p> <p>20 A The landlord's representative had</p> <p>21 contacted me not too -- right before the March 2nd</p> <p>22 date, and he asked me was I going to pay rent. I</p> <p>23 was, like, you know, you got the order. Your lawyer</p> <p>24 has the order, I'm sure.</p>
<p style="text-align: right;">Page 154</p> <p>1 defenses to the complaint at that -- I'm sorry.</p> <p>2 No merit to the complaint at that</p> <p>3 point?</p> <p>4 A What's that mean?</p> <p>5 Q When the Final Order was issued stating</p> <p>6 that no rent was due to the landlord, were you</p> <p>7 confident at that time that you had won the</p> <p>8 Landlord/Tenant Complaint?</p> <p>9 A No.</p> <p>10 Q Why were you not sure at that time?</p> <p>11 A Because even though we had a Final Order</p> <p>12 that said, as you stated, that no rent is owed, no</p> <p>13 money is due, I still had another court date on</p> <p>14 March 2nd that he did not withdraw from.</p> <p>15 It's not over until it's over. It</p> <p>16 wasn't over on that day. It should have been.</p> <p>17 Because, clearly, he didn't, as you stated, no money</p> <p>18 was due or no money was owed. He couldn't gain</p> <p>19 premises back until he did whatever was stated in</p> <p>20 that.</p> <p>21 He didn't have no grounds to sue me</p> <p>22 on March 2nd. What was the point of it? Why did he</p> <p>23 drag it on? No, I didn't -- I wasn't certain. I</p> <p>24 wasn't sure, because it wasn't over because he</p>	<p style="text-align: right;">Page 156</p> <p>1 He said that his lawyer instructed</p> <p>2 him that he's still entitled to rent owed. I was,</p> <p>3 like, you need to call him back. Obviously, he's</p> <p>4 not directing you right. Clearly, in the order, it</p> <p>5 says I don't owe any money and he still was asking</p> <p>6 me for rent money even up until March 2nd.</p> <p>7 Q This was the landlords asking you for</p> <p>8 rental payments?</p> <p>9 A No. This was -- the landlord was saying</p> <p>10 his lawyer said he's still entitled to money prior</p> <p>11 to the March 2nd -- between the Final Order of the</p> <p>12 Fair Housing Commission and the court date that was</p> <p>13 set for March 2nd, in between that time, the</p> <p>14 landlord was saying that his lawyer, Bart Levy, was</p> <p>15 still telling him he was entitled to the money.</p> <p>16 Q Did Mr. Levy ever demand rent from you</p> <p>17 during that time period?</p> <p>18 A I don't recall.</p> <p>19 MS. CLEMM: All right.</p> <p>20 Those are all the questions that</p> <p>21 I have before the emotional distress.</p> <p>22 MR. UREVICK-ACKELSBURG: Why</p> <p>23 don't we take -- it's 1:30, let's take</p> <p>24 until 2:15 and I'll give you a copy of the</p>

Gerrell Martin

Page 157	Page 159
<p>1 order.</p> <p>2 MS. CLEMM: Sure.</p> <p>3 ---</p> <p>4 (At this time, a recess was</p> <p>5 taken.)</p> <p>6 ---</p> <p>7 MR. UREVICK-ACKELSBERG: I'm</p> <p>8 going to give you this Confidentiality</p> <p>9 Agreement. Why don't you look it over and</p> <p>10 then we will finish Ms. Martin quickly</p> <p>11 when we are done with lunch, assuming</p> <p>12 that's agreeable to you.</p> <p>13 MS. CLEMM: Sure. It's only</p> <p>14 going to be a couple questions.</p> <p>15 ---</p> <p>16 (At this time, a recess was</p> <p>17 taken.)</p> <p>18 ---</p> <p>19 BY MS. CLEMM</p> <p>20 Q Ms. Martin, regarding your wedding date,</p> <p>21 what date was that scheduled for?</p> <p>22 A March 2nd.</p> <p>23 Q How long had you been planning your</p> <p>24 wedding? When did you begin planning the March 2nd</p>	<p>1 Q Correct.</p> <p>2 A At City Hall, when we got married.</p> <p>3 Q You got married at City Hall, not at a</p> <p>4 church or synagogue or anything?</p> <p>5 A No.</p> <p>6 Q Did you have a reception on March 2nd?</p> <p>7 A No, I didn't.</p> <p>8 Q Had that date been postponed at any point,</p> <p>9 the March 2nd date?</p> <p>10 A No.</p> <p>11 Q All right.</p> <p>12 A It was the last date. The marriage</p> <p>13 certificate is only good for like 90 days or so, 60</p> <p>14 or 90 days.</p> <p>15 If we didn't have that one, they</p> <p>16 didn't have another date until outside of when it</p> <p>17 would expire. We would have to repay and redo</p> <p>18 everything all over again if we missed the March 2nd</p> <p>19 date.</p> <p>20 Q Did you buy a dress, a wedding dress for</p> <p>21 it?</p> <p>22 A I did.</p> <p>23 Q Approximately, how much did you spend on</p> <p>24 your wedding dress?</p>
Page 158	Page 160
<p>1 wedding?</p> <p>2 A It was 30 -- I think like 30 or so days</p> <p>3 prior to March 2nd. It was a date that was given to</p> <p>4 us.</p> <p>5 Q At City Hall?</p> <p>6 A Yeah.</p> <p>7 Q So you began planning your wedding around</p> <p>8 February 2017?</p> <p>9 A I believe so, somewhere around there.</p> <p>10 Q How many guests were going to be attending</p> <p>11 the wedding?</p> <p>12 A I don't know an approximate number, but it</p> <p>13 was a couple of people from each side of the family.</p> <p>14 One of them, most importantly, was my grandmom, who</p> <p>15 is sick.</p> <p>16 Q Approximately, how many people on each</p> <p>17 side of your family?</p> <p>18 A I don't know exactly, approximately, but</p> <p>19 it was a couple of people from each side of the</p> <p>20 family.</p> <p>21 Q No more than 20 people?</p> <p>22 A I would say around 20 people.</p> <p>23 Q Did you have a wedding ceremony anywhere?</p> <p>24 A Are you talking about on March 2nd?</p>	<p>1 A I don't know exactly how much it was.</p> <p>2 MS. CLEMM: All right. We are</p> <p>3 not going to sign the Confidentiality</p> <p>4 Agreement.</p> <p>5 I just want to put on the record</p> <p>6 that you are instructing your client not</p> <p>7 to answer any questions that I have</p> <p>8 regarding her emotional distress claim as</p> <p>9 it relates to her answer to Interrogatory</p> <p>10 No. 18.</p> <p>11 MR. UREVICK-ACKELSBERG: Your</p> <p>12 basis for not wanting to enter into a</p> <p>13 Confidentiality Agreement about medical</p> <p>14 records is what?</p> <p>15 MS. CLEMM: We are just -- right</p> <p>16 now, we're going not to sign the</p> <p>17 Confidentiality Agreement.</p> <p>18 MR. UREVICK-ACKELSBERG: Again,</p> <p>19 I think it's -- you know, that's fine.</p> <p>20 Okay.</p> <p>21 MS. CLEMM: But I want to make</p> <p>22 sure you are instructing her not to answer</p> <p>23 questions regarding that?</p> <p>24 MR. UREVICK-ACKELSBERG: Yes.</p>

40 (Pages 157 to 160)

Gerrell Martin

<p style="text-align: right;">Page 161</p> <p>1 MS. CLEMM: Ms. Martin, those 2 are all the questions that I have for you. 3 --- 4 (Witness excused.) 5 (Deposition ended at 2:30 p.m.) 6 --- 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24</p>	<p style="text-align: right;">Page 163</p> <p>1 ERRATA 2 DEPOSITION OF: GERRELL MARTIN 3 HELD ON: 11/20/17 4 5 PAGE LINE CHANGE/REASON 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____ 16 _____ 17 _____ 18 _____ 19 _____ 20 _____ 21 _____ 22 _____ 23 _____ 24 _____</p>
<p style="text-align: right;">Page 162</p> <p>1 2 CERTIFICATION 3 4 5 I hereby certify that the proceedings and evidence 6 are contained fully and accurately in the stenographic notes 7 taken by me upon the foregoing matter, and that this is a 8 correct transcript of the same. 9 10 11 12 13 14 _____ 15 Stephanie Marie Calter 16 Court Reporter-Notary Public 17 18 (The foregoing certification of this transcript does not 19 apply to any reproduction of the same by any means, unless 20 under the direct control and/or supervision of the 21 certifying reporter.) 22 23 24</p>	<p style="text-align: right;">Page 164</p> <p>1 CERTIFICATE OF DEPONENT 2 3 I, _____, do hereby certify that I 4 Have read the foregoing pages, and that the same is 5 A correct transcription of the answers given by me 6 To the questions therein propounded, except for the 7 Corrections or changes in form or substance, if any 8 Noted in the attached Errata Sheet. 9 10 11 12 _____ 13 DATE 14 15 Subscribed and sworn to before me this 16 _____ day of _____, 2017 17 18 Notary Public 19 20 21 22 23 24</p>

41 (Pages 161 to 164)

A	38:7 39:8,11	6:11,16 12:22	33:2,23 34:2	69:21
a.m 1:15	39:21 46:22	17:4,18 18:3	34:19 40:24	associated 66:14
able 17:10 41:21	109:4,5 110:23	19:3 21:3,6	45:13 51:21	ASSOCIATES
41:23,24 47:1	111:12 113:3,3	22:9,15,22	121:17 144:5	2:17
67:20 131:9,18	ago 12:19 139:8	23:12 25:12,24	158:16,18	assume 65:3
141:9 142:10	agree 94:15	28:22 29:21	159:23	assuming 20:1
144:17	agreeable	38:16 39:14	April 39:2,3,19	146:4 157:11
accepted 82:17	157:12	44:6 49:24	39:23 41:8	attached 164:8
accompanying	agreed 5:8 82:15	50:14 51:13	48:1,23 49:10	attempt 45:1
10:20	82:17 139:17	65:10 68:9	51:1,18,22	attempted 47:4
account 58:17	Agreement	72:5 76:10	52:6 53:15,21	111:1,2,22
67:5,7 84:6	157:9 160:4,13	78:5 79:9 86:2	54:1,5,9 83:8	113:5
92:16 93:2,4	160:17	87:21 101:21	84:3 120:2	attempting
99:17 100:2,7	ahead 53:8 91:9	102:8 103:6,8	area 16:7 110:16	112:7
100:9 116:17	92:21 93:8	114:21 117:13	110:17	attend 119:1
120:20 121:1,3	100:20 127:3	123:23 129:21	areas 10:10	attending
121:4,10	air 112:21	132:6 133:11	Argentina 19:13	158:10
accurate 98:11	allegations	139:10,18	19:17,19 20:12	Attestation
148:22	141:5 145:11	142:13,23	22:4,12 27:23	16:15 27:13
accurately 162:6	allegedly 46:6	143:7,10,24	35:5,8,16,19	37:4
Ackelsberg	alleging 77:22	144:20 148:11	35:23,24 48:14	attorney 2:6,13
67:23	amilz@consu...	148:13,17,24	54:4,8 57:1	2:20 5:24
action 119:14	2:13	149:13 150:3	58:18 74:11	95:19 109:4,10
125:23 131:11	amorphous	160:7,9,22	75:15 77:7	114:11,19
131:20	143:15	answered	79:16 80:16	115:13 126:8
acts 138:9	amount 15:6	147:22,23	82:22 83:13,15	137:13 141:3,8
actual 119:16,21	38:20 70:9	148:7,12	83:17 84:20	142:5,9 143:20
141:16	99:15 125:18	answers 6:14	85:1 96:7	144:3,7 146:2
additional	137:7	164:5	Argentina's	149:18 151:12
140:21	and/or 28:8	anybody 147:6,7	38:3,7 39:8,11	attorney/client
address 12:15	50:20 53:22	apartment 27:2	39:21 46:22	143:8
12:17 13:8,20	57:20 58:6	apologize 63:9	arrest 130:24	attorneys 86:6
14:6,10,20	61:22 62:22	139:21	asked 17:18	August 67:12,14
15:4,10,10,16	64:11 70:13,20	appear 108:17	98:20,23 99:1	84:3 98:9,14
15:21 16:3,7	70:24 71:4,18	119:10	147:22 155:22	99:8
16:10,11,18	71:22 84:20	APPEARAN...	asking 9:19 17:5	authority
57:24 58:3	85:7 88:20	2:1	17:8,15 19:9	149:24
138:20,22	89:8 91:3	appeared	21:4 27:8,9	Avenue 2:11
addresses 11:2	130:22 131:2,7	108:19 118:6,9	29:9,10 37:19	138:21,23
Administering	131:22 132:2	apply 162:19	41:5 67:8	aware 52:20
10:20	132:17 133:3	appointments	87:22 104:12	97:13,22 98:2
advised 118:24	135:12,16	10:21,21	141:2,16,17,19	125:22 126:16
aftermath	162:20	approximate	142:18,24	155:5
152:24	ANDREW 2:11	15:6 144:8	156:5,7	
age 7:6,13	anguish 138:12	158:12	assert 131:9,18	B
agent 30:12 38:3	answer 4:2 6:8	approximately	assessment 39:5	B 3:9

back 8:22 13:24 27:2 31:1 35:14 47:8 57:23 60:22,22 77:19 83:22,23 91:15 104:21 110:17 121:4 134:23 139:24 140:10 154:19 156:3 balance 99:18 bank 67:8,18 Bart 1:8 6:1 85:9 125:3,13 125:20 137:1 145:2 153:5 156:14 based 129:15 130:4,16 148:8 153:10 basically 43:16 85:13 108:5 123:17 129:13 135:7,19 136:10 145:21 basis 146:3,16 146:21 147:15 148:4,10 149:11 150:4 160:12 batch 97:4 bathroom 43:17 43:22 45:3 46:17 47:2 49:3 113:17 beat 141:9 142:11 144:17 bedazzling 137:9 bedroom 113:11 began 36:9 122:14,23 158:7 beginning 11:3 12:8 13:4 41:4 41:12,14,17	42:1,6,11 49:17 60:15 behalf 124:22 125:23,24 Behavioral 138:16 belief 126:9,11 126:14 129:15 130:3 146:16 146:21 147:16 148:4,10 149:12 believe 8:17 12:7 13:13 14:14 15:16 20:14 24:20,20 25:15 26:7 37:15 38:17 39:1,6 43:21 44:21 45:3,4,4 46:2 49:16 50:6,7,23 54:2 54:11 55:3,19 57:8,22 58:5,8 58:22,22 59:15 60:7,13 61:6,6 64:12 65:13,22 66:8,18 67:10 67:10 69:4 71:11 74:24 76:18 77:18 78:7,10,24 82:5 84:8 86:21 88:9 91:12,14,17,23 92:2 94:8 96:3 96:14 99:22 100:11,21 101:2 104:7,23 105:11,16 108:4,20,21 110:8,22 111:13 112:17 113:12,16 114:6,9 116:22 117:14 118:14	120:5,16 121:11 122:11 122:20 123:3 136:17 146:4,5 146:9,12,17,22 147:16 148:5 149:9 150:5,22 150:23 151:2,3 151:18 153:20 158:9 Bell 2:19 Benjamin 1:14 2:4 best 126:13 129:14 130:3 big 125:9 black 134:24 blue 2:19 125:9 bottom 126:4,6 129:2 147:6 153:3 bought 30:9 38:9 break 6:19 36:13 73:2 133:19,20 140:17 bring 44:9 55:23 57:7,11 92:16 93:4 100:2,9 105:6 139:24 140:10 Broad 1:23 broader 102:21 broken 44:11 113:19 brought 18:8 81:5 budget 10:5 budgeting 10:5 Building 1:13 2:4 bunch 152:12 153:4,9 Burlington 9:24 buy 47:9 159:20	C C 96:10 162:2,2 call 46:10 60:6 64:14 132:21 133:4 156:3 called 51:7,9 52:1 68:18 69:14,19 72:10 132:23 calling 59:20 60:21 72:11 128:5 calls 33:23 61:22 72:16 141:13 Calter 1:16 162:14 canceled 121:12 care 40:22 138:16 152:22 152:24 153:1 Carlos 109:4 case 1:10 86:3 119:13 124:18 151:13,17 cases 78:12,13 cash 28:7,8,23 30:7 cashier 9:22,24 Castor 138:21 138:23 catching 26:24 cause 131:9 152:23 caused 138:10 caving 45:12,12 ceiling 23:5 26:19 45:5,9 45:14,22 46:6 46:7 54:21 101:5 104:7 111:2,9,19,22 112:10 113:5 CENTER 1:13 2:3 ceremony 158:23	certain 138:13 153:24 154:23 certainly 6:20 certificate 16:8 27:4 36:24 116:6,12 159:13 164:1 certification 5:10 162:18 certifications 9:14 certify 162:5 164:3 certifying 162:21 CHANGE/RE... 163:5 changes 164:7 characterizati... 94:16 99:20 114:18 charge 66:14,16 cheaper 82:10 checks 28:3,5,15 children 9:6,7 Christmas 104:19 church 159:4 circumstances 23:2 26:12 City 16:19 27:17 37:9 158:5 159:2,3 civil 131:10 claim 131:9,18 138:9 160:8 claimed 30:12 34:7 Clarence 14:12 14:19 18:22 20:9 22:5,13 27:1,7 35:24 36:23 37:3,8 52:5,15 56:5 56:15 58:4 61:4 69:2
---	---	--	--	--

75:16 79:5 95:22 106:1 123:13 clarification 72:18 106:7 clear 11:6,10,15 19:7 31:18 66:21 89:14 102:8 124:2 127:23 128:12 cleared 50:8 clearly 125:6 154:17 156:4 Clemm 2:17,17 3:5 5:21 8:11 8:15,23 9:4 11:18,21,23 12:24 14:2,4 16:1 17:7,20 18:7,15 19:9 19:16 20:8,23 21:11 22:11 23:1,13,22,23 25:7 26:4 30:1 33:11 34:18 36:19 38:19 39:17 44:14 49:14 50:2,18 51:16 52:11 53:11 56:11 63:4,9,13 64:1 64:7,9,21 65:12,19 66:23 67:23 68:3,4 68:11 72:8,21 72:24 73:3,8 73:14,23 75:10 75:12 76:11,15 76:19 77:1 78:6,9 79:12 85:14,19 86:9 86:14 87:23 89:2,17 90:5 90:13 91:1 92:3,8,23 93:10,22 94:12	94:18 95:1 98:19 99:1,6 100:23 101:16 102:1,11,23 103:9,18 105:23 106:11 106:22 107:11 108:13,15 109:1 115:1 117:16 118:1 121:24 122:5 122:13,22 125:15 127:8 127:17 128:2,8 129:7,21 130:1 131:15 132:13 133:14,20 134:2 137:23 139:1,21 140:13,19 141:1,15 142:4 142:7,24 143:17 144:2 144:22 147:23 148:3,17 149:3 149:7 150:12 150:19 151:1 153:15,16 156:19 157:2 157:13,19 160:2,15,21 161:1 clerk 10:1 84:18 128:15 client 8:20 126:17 130:5 151:23 152:3 153:11 155:7 155:11 160:6 close 38:12 112:23 closer 12:18 closest 45:17 cloud 134:24 Coat 9:24 code 77:24 96:3	96:13 109:9 cold 44:13 60:24 collect 29:12 30:17 31:5,15 31:22 34:4,8 34:14,21 36:1 36:9 40:9 55:24 58:19 109:6 collected 35:20 come 28:14 30:17 31:10,15 34:20 40:4,15 41:1,9,18 44:7 44:19 45:21,23 46:2 47:8 49:18 52:17 56:2 58:18 60:20,22 84:18 100:24 101:3 104:21 113:7 113:24 114:15 115:12 155:2 coming 33:13 34:3,13 41:4 41:16 48:14 62:6,7 83:5 111:9 112:21 136:22,24 Commission 86:18,24 87:6 88:3,11 89:6 91:17 92:14 95:12 99:24 107:17,22 108:2 134:18 156:12 committed 131:23 132:4,8 132:14 communicate 33:17 130:23 131:7,22 communicated 130:19 132:2 communicating	33:21 communication 59:24 71:6 communicatio... 71:3 86:5 126:11 127:9 127:18 128:9 129:16 130:4 130:16 141:3 141:14,16,20 143:1,9 155:6 155:11 complain 33:3 123:5 complained 32:24 complaint 3:13 25:15 49:8,16 50:3 51:1,10 51:18 52:23 54:4 73:11 74:4,16 77:20 81:11,17 84:12 84:14,15,21 85:2 86:18 87:1,7 88:12 89:16 90:10,16 94:6 98:3 101:8 117:4 119:3,5 121:18 121:23 124:21 125:17,17,19 126:18,24 127:10,19 128:1,7 131:11 133:8,17 134:5 135:6,15 136:15,19 138:8 141:5,10 142:10,11 143:22 144:18 145:11,12 147:2 151:10 154:1,2,8 complaints 17:22 51:2,21	91:15 compliance 100:14 106:1,3 106:4,8,9 116:7,9 complied 120:17 120:18 complies 92:12 comply 120:16 135:20 compounds 21:5 computer 53:2 128:21 condition 16:22 16:23 17:8,9 17:11 confident 142:10 144:16 154:7 Confidentiality 139:9,17,22 140:7,14 157:8 160:3,13,17 conjunction 86:16 connect 142:17 connecting 143:7 connection 52:5 52:15 53:14 56:5 95:13 117:3 consistent 117:22 contact 20:10 33:12 53:22 54:15 57:21 59:13,16 60:5 60:8,10 61:2 61:14,16,19 62:23 64:15 68:5,12,21 69:1,5,11 72:1 78:17 88:21 89:8,9 90:6 91:3,8,10,13
--	--	--	---	---

contacted 20:15 50:19 58:1,6 62:1 64:11 69:13,22 70:13 70:19 71:22 72:18 89:18 155:21	74:21 75:2,4 77:15,17 78:22 79:3,19,23 84:13 107:18 115:18 140:13 140:18 156:24 correct 11:12 12:11,13 15:18 19:9 24:17 25:18 26:16 27:7 30:3,17 31:20 35:9,14 35:17,22 37:20 37:24 38:1 43:23 47:20 51:19 53:1 54:6,10 55:8,9 56:19 57:3,4 58:13,14 59:8 63:1 65:23 66:1 67:2,3,9 72:21,24 74:3 74:16 75:17,22 76:2,7 77:8 79:17,20 80:3 80:10,15,18,24 81:3 82:2,3,19 84:4,7,16 86:20 95:19,23 96:5,8,9,17 97:2,15 98:20 98:23 99:2,20 105:10 107:23 108:3 110:4 111:23 117:5 117:19 118:13 118:17,20,21 120:22 121:6 121:24 122:8 125:23,24 126:2,13,18,19 126:24 127:4 127:11,21 129:17 130:6,8 136:12 137:14 137:15,18	145:8,9 146:14 146:15 153:7 153:22 159:1 162:8 164:5 corrected 109:11,12 115:4 Corrections 164:7 correctly 42:23 43:1,2 correspondence 59:23 70:23 cosmetic 42:4 counsel 5:9 143:11 counseling 10:5 10:6,12 counselor 10:2,3 couple 40:3 157:14 158:13 158:19 course 134:15 court 1:1 5:1 6:9 6:15 91:16 99:7 117:1,18 118:3,5,7,12 118:19 124:10 124:13 134:12 134:14,23 137:5 144:11 144:14 148:9 149:8,19 152:13,16,17 154:13 155:2 156:12 162:14 courtroom 137:10 courts 124:17 cover 112:11 114:7 credit 10:6 132:18 crime 131:23 132:4,9,14 current 14:5,6	currently 7:3 12:4 122:8 Curtis 1:4 2:22 7:12 customer 9:23 <hr/> D <hr/> D 3:1 D-1 3:12 63:7,15 D-2 3:13 73:8,12 77:19 126:6 D-3 3:14 76:19 76:22 77:3,10 115:22 D-4 3:15 85:14 85:17,21 86:16 87:11 D-5 3:16 86:9,12 86:16,17 D-6 3:17 92:3,6 92:10,13 D-7 3:18 94:18 94:22 95:3 D-8 3:19 106:11 106:15 107:13 116:19,20 D-9 3:20 107:14 107:15 118:22 dackelsberg@... 2:6 damages 138:15 DAN 2:3 data 10:1 date 15:5 32:3 36:2 74:7 80:3 80:4,10 115:15 115:16 118:7 119:7,21 122:4 137:6 141:24 152:17 154:13 155:2,22 156:12 157:20 157:21 158:3 159:8,9,12,16 159:19 164:12 dated 64:8 79:20	118:22 dates 87:9 118:5 144:4 day 81:6,10 109:20 115:7 115:10 119:16 124:14,16 134:13,15 137:8 154:16 155:3 164:15 days 32:4,7,22 32:23,24 65:1 65:6 69:8 80:2 80:4,9 81:4,6 81:12,14,20 135:20 158:2 159:13,14 dealings 20:2 28:17 29:13,18 dealt 29:10 debt 64:17 65:2 65:3,7,14,24 December 67:12 67:14 87:13 88:2,10,14,15 88:19 89:6 91:3 95:14,18 99:19 100:2,5 100:17 101:1 101:18 102:6 102:13 103:1,3 103:16,23,24 104:2,9,10,13 104:13,15,20 105:1,15 106:2 110:19,20 114:1 144:14 144:16 decide 140:10 decision 87:6 88:12 123:12 123:14 Declo 109:4 defective 113:13 114:7 defend 131:19
--	---	--	---	---

134:8 149:14 149:15 defendant 2:20 80:20 defendants 1:10 5:24 64:15,15 65:5 68:5,12 68:15 74:16 138:10 defense 131:10 131:19 defenses 154:1 delinquent 15:20 deliver 80:2,9 delivered 28:9 demand 62:8 156:16 demand 62:13 department 10:11,19 16:9 27:5 52:3,13 53:13 56:14 59:13,24 60:5 61:1,16 77:21 79:4 96:2,11 105:13 114:14 DEPONENT 164:1 deposed 6:3 deposition 1:12 6:2 140:1 161:5 163:2 describing 99:4 DESCRIPTI... 3:11 designated 107:13 detectors 110:6 determine 82:6 died 41:13 different 30:11 30:16 34:20 37:23 difficult 128:4 dining 113:14	direct 10:17,18 28:17 29:13,18 162:20 directed 71:15 92:15 137:13 directing 99:24 156:4 Direction 4:2 directly 19:24 20:15 24:9 31:12 88:21 89:9 90:14 disagree 143:4 disclose 132:18 142:3 discovery 75:9 92:1 discuss 86:4 140:8 discussion 36:16 107:5 dispute 65:2,13 65:17 disputed 64:16 65:7,24 disrepair 114:5 distress 133:6 133:15 134:3,6 138:6 139:14 140:6 156:21 160:8 DISTRICT 1:1 1:2 document 63:14 63:19 64:2 74:1 77:2 85:20 86:15 92:9 94:11,16 95:2,3,8,10 107:1 114:20 116:21 129:20 137:17 documentation 81:9 documents 4:9 27:21 107:13	114:19 124:11 124:22 127:24 128:6,10 138:1 148:20 doing 10:11 111:9 132:4 door 23:5 26:20 26:22 42:8,17 42:22 45:17 48:19 50:7 54:20 110:17 113:21 114:1 125:10 doubt 140:12 downstairs 43:20 drag 154:23 drain 113:17 dress 159:20,20 159:24 drug 152:13 DSP 10:17 12:1 due 22:18 24:1 24:19 25:1,10 26:10 65:20 116:5 153:23 154:6,13,18 duly 5:16 duties 10:18 Dwelling 16:16 27:14 37:5	either 35:3 57:14,17 59:20 electrical 113:10 113:13 114:7 electronic 115:14 116:1 Eleven 8:3 email 60:6 68:2 emotional 133:6 133:15 134:3 138:6 139:13 140:6 156:21 160:8 employment 133:4 endeavor 6:11 ended 161:5 enforce 60:23 enforcement 150:6 enter 160:12 entitled 85:12 156:2,10,15 entry 10:1 Errata 164:8 escrow 23:18,18 58:17 67:5,7 84:5 93:2 100:7 116:17 120:20 121:1,3 121:10 ESQUIRE 2:3 2:11,17 estimate 38:20 evicted 16:5 121:15 136:11 145:14 eviction 66:4 70:10 89:16 147:3 evidence 139:15 162:5 exact 19:5 36:2 48:16 138:22 144:4 exactly 32:20	33:5 39:1 40:2 41:3,5,11 43:7 45:15 51:6 59:18,19 60:12 63:2 71:7 81:6 87:21 91:20 97:19 101:7 104:6 122:4 126:20 136:21 158:18 160:1 EXAMINATI... 3:2,4 5:19 examined 5:16 excused 161:4 execute 140:7 executed 139:11 EXHIBIT 3:11 expects 148:19 experience 148:8 expiration 115:16 expire 159:17 expires 77:12 explain 151:4,9 explained 24:16 expressed 82:11 exterior 113:21 114:1
F				
F 162:2 fact 61:15 64:16 130:23 131:3,8 131:17,24 132:3 Factory 9:24 facts 25:14 126:12 fair 39:5 69:21 82:14 86:18,23 86:24 87:6,13 87:16 88:3,5 88:11,12 89:5 91:16 92:13 93:14 94:2,7				

95:12 97:24	107:18,21	fix 32:13 40:12	form 5:6,11	gentleman's
98:3 100:10	108:1 120:13	40:15,19 41:21	12:21 15:23	35:6
107:16,22	153:19,21	41:23,24 42:7	17:3 21:2	Gerrell 1:4,12
108:2 116:24	154:5,11	44:8,20 45:1	22:21 23:14,21	3:3 5:15 6:23
117:10 120:12	156:11	45:21 46:3,4	164:7	163:2
134:18 156:12	find 53:13 96:15	46:16,22 47:1	forth 91:15	getting 43:4
fallen 48:20	96:22 128:24	47:5 55:1,4	126:12 134:23	60:23 86:3
falling 26:20,22	findings 49:21	56:2 59:3	147:3	123:16,17
42:18 45:11	fine 83:23	101:3 102:6	found 55:16	134:6,17,22
false 152:12	160:19	103:1,11 105:2	81:7	give 6:5,22
familiar 10:10	finish 6:10,11	105:4 110:21	foundation	26:15 28:21,23
family 123:14	157:10	111:1,2,5,6,22	17:14,15	29:1,1 30:6
123:15 134:21	finished 46:6	112:8 113:5,7	Four 9:7	36:8 79:22
134:24 158:13	77:6 112:1	113:24 123:9	frame 24:8 43:4	106:24 138:20
158:17,20	finishes 66:20	fixed 41:17 42:2	48:16 67:13	156:24 157:8
far 51:6 55:24	fire 26:24	42:21,24 43:9	89:11 144:8	given 81:9 87:10
71:2 101:8	firm 50:20 53:22	45:18 46:18	frames 102:3	92:15 106:8
137:5 146:7	57:21 58:1,6	47:22 48:12	Franklin 1:14	139:15 158:3
147:2	62:23 64:11,14	54:20,21,21	2:4	164:5
fear 138:12	68:17 70:14,20	55:15 59:22	front 110:15,15	go 9:11,17 11:2
fearful 145:10	70:24 71:4,18	62:2,5 82:13	113:1,2,11	13:24 43:16,17
February 96:1,8	71:23 84:20	84:1 101:10,11	frustration	53:8 83:22
116:23 118:23	85:7 88:20	101:17 102:6	138:11	84:1 91:9
158:8	89:8,21 91:3	102:13,14	full 6:22	92:21 93:8
feeding 10:21	130:22 131:2,7	103:1,11,16,19	fully 162:6	100:20 107:2
feel 138:11	131:22 132:2	103:21,22	further 12:2	116:17 124:17
fees 151:12	132:17 133:4	104:8,11,12		127:3 128:20
fell 23:6 42:20	135:12,16	105:5 109:21	G	134:12 149:8
felt 134:10 145:4	first 5:16 6:7	112:2,4 113:11	G 98:5 99:2	152:21
145:18,20	20:11 21:16,17	113:14,17,22	G-A-T 7:19	going 6:5,7,8
149:20,22	21:21 23:8,24	114:5,8 123:16	G-A-T-E-W-...	23:21 38:2
152:14	24:3 27:2,8,10	123:17	7:20 8:1	47:8 56:1 57:7
female 35:1	30:19,20 31:19	fixing 111:8	G-E-R-R-E-L-L	57:11,23 59:3
fight 151:15	31:20 32:2,4,7	fixture 113:10	6:23	60:21 61:24
file 49:8 126:1	32:22 34:10,12	FLITTER 2:10	gain 154:18	62:5,6,14
filed 74:4,7,8	35:10,23 36:9	Floor 1:14 2:5	gained 126:10	63:18 66:7
81:6 84:12	38:6,8 39:7	focus 143:13	garden 139:13	81:16,21,22
88:13 98:2	40:5,14 48:12	follow-up 47:7	140:6	82:12 86:15
117:4 125:22	49:16 50:24	followed 71:8	Gateward 7:17	91:15 97:20
126:18 136:16	57:9,10 63:3	following 55:23	7:19,24	101:8 106:20
136:19	64:10 66:3	107:21 108:1	general 106:4	108:8 124:24
filing 5:9 64:4	97:10,12	119:18	128:2	129:1 134:7,10
76:7 133:7,16	107:14 108:5	follows 5:17	gentleman 28:10	134:23 137:9
134:4	116:9 117:17	foregoing 162:7	30:12,19 34:7	139:6,9,23
final 3:20	118:2,7 138:17	162:18 164:4	37:21,23 38:2	140:20 142:13
106:14 107:16	144:10,13	forgot 8:21	46:9 83:18	145:4,18,20,22

148:22 149:20 149:22,24 151:14,14 152:8,9,23 155:22 157:8 157:14 158:10 160:3,16 good 5:22,23 16:20 17:9,10 17:14 27:17 37:9 123:15 151:6,23 152:2 159:13 gotten 103:21 grade 9:13 grandmom 158:14 grounds 124:13 134:13 154:21 guess 15:7 33:6 33:10 151:4 guests 158:10	happened 42:19 119:12 120:9 124:16 happens 155:3 happy 140:4 142:14 harder 151:15 hat 152:20 153:18 he'll 83:21 head 6:15 health 10:16,19 hear 115:24 heard 66:3 hearing 87:12 87:13,15,16,17 88:1,4,5,7,10 88:16 89:6 92:17 93:5,12 93:15,17 94:1 94:3,5,6,7 95:11,14,18 97:24 98:6,21 99:13,21 100:3 100:5,10,17 101:1 107:22 108:2,8,9,16 108:17,19 109:3 114:10 115:8,19 116:2 116:13 117:3,7 117:8,8,10,10 117:19 118:3 118:11,11,16 118:18 119:1 119:10,12,15 144:11,14 146:14 hearings 118:15 130:10 heat 23:4 26:17 26:18 37:16 109:21 heater 44:8,9,16 110:2 heating 32:9,11	42:8,10 43:24 44:1 48:5,8 50:6 52:22 54:20 104:8,14 held 36:17 107:6 163:3 high 9:12,18 higher 145:6,19 151:8,9 hinges 23:6 26:21,22 42:18 42:20 48:20 hire 40:18 history 9:12,17 11:11 12:2 hold 59:21 92:15 holes 23:4 home 28:11 33:24 41:2,10 47:19 54:16 60:21 132:21 honest 81:18 145:23 150:1 honestly 40:1 61:13 72:15 Honesty 8:7 hope 152:4 house 17:1,6,23 24:7 27:6 29:23 30:9,10 33:13 38:8,9 82:9,12 83:21 97:17 110:15 111:3,10,24 112:11 123:6 125:1 housing 10:1,3 16:20 27:18 37:9 76:6,16 77:10 86:18,23 86:24 87:6,13 87:16 88:3,5 88:11,12 89:5 91:16 92:14 93:15 94:3,7 95:12 97:24	98:3 100:10 107:16,22 108:2 116:24 117:10 120:13 134:18 156:12 huh 8:8 Hunting 15:10 15:16 16:7,12 16:14 57:24 58:2,3 Huntingdon 15:2 husband 7:10 38:11 74:15 80:21	130:3 132:18 152:10,12,19 153:2,11,19 initially 62:13 63:3 146:24 initiated 86:18 inside 111:3,3 111:10,24 112:11 inspect 49:19 114:15 inspection 17:6 76:6,14,16 77:11 97:18 105:17 Inspections 16:9 27:5 49:9,18 50:9 51:1,3,7 51:22 52:4,14 53:13 56:4,14 59:14 60:1,5 61:2,17 77:22 79:5 96:2,12 100:13,15 105:14 114:15 inspector 78:17 78:19 114:12 114:14 115:4,6 installed 110:6 instruct 63:18 86:4 139:10 142:13 instructed 85:11 156:1 instructing 142:22 143:9 160:6,22 instructions 6:5 intend 139:12 139:14 140:11 intense 138:11 intent 81:13 INTEREST 1:13 2:3 Interrogatories 138:7
H			I	
H 3:9 99:16 H-A-K-E-E-M 8:13 H-A-N-E-E-F 8:6 habitable 125:2 Hakeem 8:7 9:10 halfway 149:1 Hall 158:5 159:2 159:3 hand 86:15 Handbook 16:20 27:18 37:10 handed 63:14 107:12 124:12 handing 85:20 Haneef 8:6 happen 29:15,17 62:17,20 87:14 87:15,15 92:18			idea 106:19 identification 38:4 63:7 73:11 76:22 85:17 86:12 92:6 94:21 106:14 identified 63:15 138:13 image 115:14 116:1 immediately 14:18 119:18 implicitly 142:18 important 6:9 6:16 importantly 158:14 incorrect 98:14 incorrectly 119:2 increase 84:10 INDEX 4:1 indicated 96:12 individuals 9:5 information 126:9,10,14 128:24 129:15	

Interrogatory 138:7 160:9	J-A-H-M-E-A... 7:24	110:17 112:18 112:20 113:8	135:7,18,19 136:11,21	27:3,8,10,12 27:16,20,23,24
interrupt 149:3	J-A-H-N-A-Y 7:19	knew 44:11 83:17 137:1	137:1,3,11 138:22 141:4	28:2,2 30:4,13 30:20,24 31:6
interrupted 149:1	J-A-N-I-Y-A-H 8:5	149:19 knobs 43:20	141:24 143:19 144:4,8 145:14	31:7,8,18,20 32:13,16 33:3
intimidated 134:9	Jahmean 7:24	know 6:20 13:18 13:19,22 15:1	145:18,19,23 146:8 147:2	33:12,13,17,21 33:24 34:3,13
intimidation 124:7	Jahnay 7:17	15:6 17:10,11 17:13,14 18:5	148:7,9,11 149:13,18	35:8,10,13,17 35:19 36:4,6,7
investigation 129:6,9,11 147:8	Janiyah 8:5 9:10 January 66:10	18:13 19:8,12 20:6,7 21:14	150:3,4 151:5 151:6,7,12,12	37:24 40:15,22 41:7 46:10,21
Irineo 74:12 75:15,23 76:3 77:7	82:16,18,24 83:1,1,3,24 84:9 93:6,13 93:14 94:4	21:15 24:12,12 24:14 28:1	151:16,20,20 151:21 152:6,7	47:17,18,23,23 48:11,13 54:8
issuance 153:19	103:19 107:22 108:2 109:3,12	30:4,6,14 32:20 33:5	152:7,7,8,8,9 152:13,15,21	54:16,24 55:8 55:10 61:15,19
issue 39:7,10 44:3 46:14	109:16,22,23 110:3,7,10,19	34:1 35:10,11 36:7 40:4,5	152:22 155:15 155:17,23	62:8 65:21 68:14,21 69:1
52:4,14 77:23 84:18 105:24 116:8 124:7	110:20 112:14 113:11,15,18	41:14 42:3 48:10,11 50:5	158:12,18 160:1,19	69:5,12,14,22 70:4,6,13,14
issued 16:9 27:4 52:21 53:14,17	113:22 114:2,5 114:8,10,13,16	50:15,16 51:24 51:24 52:1,2	knowledge 70:12,19 75:17	70:19 74:5,13 74:19 77:8
56:4,14,22 61:3,11 77:21 79:4 96:2,12	115:5,7 153:20 job 9:21 10:18	53:19 59:20 60:20 62:4	79:2 84:19,24 85:3 126:8,10	79:3 82:6,8,19 82:20 83:10,14
96:19,24 99:24 107:21 108:1 116:10 154:5	11:11,16,19,24 151:23 152:2	64:13,20 66:2 66:7 70:18,22	126:13 128:20 128:22 129:15	83:18 85:1,5 85:10 96:7
issues 24:7 31:24 32:16	June 38:22 123:3,4,9	71:7 72:11 76:11 78:6,15	130:3,14 155:6 155:10,14	98:9 99:8 100:12 105:2
33:3,14,18,24 37:12 38:7	K	81:12,15,21 83:16,21,23	knows 75:5	108:21 109:5 109:10,11
39:10,21 40:8 40:12 42:5	K-A-S-S-A-N-... 6:24	85:23 89:11 90:18 95:5	L L 61:24 62:5	110:18 111:4 114:11 115:3
44:20 45:1 54:16,18 55:2 55:4 58:10	KAPLAN 1:22 Kassandra 6:23	97:8,17,18,19 98:1 102:3,8	78:11 101:9 105:24,24	115:14 116:6 119:4,6 120:6
101:17 102:5 102:15,17,24 103:1,10,19,22	Katie 2:17 11:5 kclemm@cle... 2:19	103:10 104:6 105:20,21,24	109:9 114:12 115:4 125:8	120:10 123:5 123:19 125:23
104:2 109:14 123:6	kept 124:24 kind 10:7 41:13	106:5 109:19 120:16 121:9	land 21:9 landlord 14:21	125:24 126:22 127:11,20
	59:24 66:6 101:6 112:23 145:4,5	121:12 123:17 123:18,18	15:17 18:9,16 18:19,23 19:10	130:12,18 135:8 154:6
	kitchen 23:5 43:20,22 45:6	124:20 125:12 126:19,22	19:18 20:1,3 20:13,15,17,17	155:7,12 156:9 156:14
	45:10 49:3 54:22 101:6	127:5,5 130:13 130:18 132:6	21:12,12,15,15 21:16,17,18,21	landlord's 30:2 62:12 110:23
J		134:9,10,14,15 134:17,24	21:21 22:4,12 26:6,10,14	111:11 127:20 146:17,22
J 118:24				

155:20	156:10,14	116:24 117:2,9	135:16 136:3	37:2,7 58:4
landlord/tenant	lawyers 147:17	124:19 128:1,7	137:1 138:9	103:2
3:13 73:10	147:17 148:5,6	129:12 135:21	145:2 150:5	living 12:16 14:7
74:3 81:11	league 145:5	135:22 136:1,2	151:3,23 152:2	17:21 19:22
84:21 85:2	leak 111:19,22	136:6,10,24	153:5 155:6,11	26:23 102:12
87:12,17 88:1	leaking 26:23	144:6 149:17	156:14,16	110:16 113:14
88:4,7 91:16	37:16 45:11,14	letters 71:2,17	Levy's 125:13	114:4 122:8,14
93:12,17 94:1	45:17 46:15	88:19 89:7,15	LEVYLAW 1:8	LLC 1:8 2:17
94:5 117:3,18	54:22 110:13	89:23 90:7	license 3:14	located 138:17
118:3,4,7,10	110:14,16	91:20,24 124:1	55:17,23 57:2	location 15:12
118:12,19	112:12	124:4 134:16	57:2,11,14,17	16:12,14 57:24
119:1 121:23	leaks 17:1 23:5	134:19,22	59:6,10 76:6	long 69:7,18
125:19 131:11	26:19 45:18,22	135:1,2,3,4,5,5	76:17,21 77:11	104:17,18
131:19 133:8	46:3,4	135:9,10,14,18	77:15,17	119:20 121:17
133:17 134:5	leaky 17:13,22	136:5,7,13,14	115:15,18,21	136:18,21
136:15,18	112:8 113:5	136:19,22,23	Licenses 16:9	143:12,15
141:5,10 142:9	LEAMAN 1:22	137:12,17,24	27:5 50:9 51:1	144:5 157:23
142:11 143:22	lease 24:2 26:10	138:4	51:2,7,22 52:4	longer 106:20
144:11,14,17	66:16 74:18,21	letting 62:4	52:14 53:13	look 38:9 46:8
147:2 148:9	75:21,22 76:2	level 145:6,19	56:3,14 59:13	46:11 63:12,15
154:8	82:4 122:23	149:23 151:5,8	60:1,5 61:1,16	63:19 73:15,18
landlords 19:21	123:1	151:10,16	77:22 79:5	73:21 75:13
82:9 146:6	left 40:7 44:2	Levy 1:9 6:1,1	96:2,11 100:13	77:4 85:22
149:10 156:7	112:5 121:14	50:20 53:22	100:15 105:13	92:11 95:4
landlords'	let's 44:18 63:4	57:20,24 58:6	114:15	111:7 116:19
147:17 148:5	107:2 156:23	62:22 64:3,11	Licensing 49:9	126:6,7 128:21
late 20:18,19	letter 3:12,15,16	64:13,14,14,15	49:18	129:3 140:15
21:13,22 22:5	3:17,19 60:6	65:5 68:5,12	lies 153:4,9	145:21 147:11
66:14,16,17	63:3,6 64:3,5,8	68:15 70:13,19	Life 138:16	149:24 150:13
law 1:13 2:3 6:1	64:23 65:6	70:24 71:4,18	Line 4:3,3,3,10	151:5 157:9
64:3 68:17	66:6 68:6,13	71:22 72:14	4:10,10,18,18	looked 127:24
72:14 150:5	68:22,23 69:2	84:13,20 85:1	4:18 163:5	146:24 147:1
lawyer 80:17	69:3,9,18,18	85:7,9,11	listed 125:2,9	149:17 151:10
85:7,9 108:20	69:19,24 70:1	86:22 87:1	126:12,24	153:2
108:22 115:2	70:3,7,8,15,21	88:20 89:5,8	129:13	looking 77:6
123:19 124:5	71:10,13 79:19	89:18,21 90:6	literally 81:7	118:22
124:21,21	79:22 80:3,4,7	91:2 97:6,9	litigation 4:1	loose 113:10
125:14,21	80:10,11,12	123:20 125:3	18:8	lord 21:10
134:11,19	81:4,5,23	125:21,22	little 10:10	lose 138:10
144:24 145:1,7	85:16 86:11,22	126:17,23	live 7:6,13 11:4	145:10,16
146:8,8,10,13	87:1,24 88:2	127:11,21	13:5,7,24	149:21
146:17,18,22	89:5,19,20	130:2,19,22	14:10,13,18	lost 146:1
146:23 151:5	90:2 91:18,19	131:2,7,16,22	75:1 123:15	lot 21:5 23:6
151:11,18,22	92:5,13 93:11	132:2,17,21	125:3,10	40:1 41:12
152:1,14 153:6	93:24 97:6	133:3,7,16	lived 12:9 13:19	51:7,9,24 52:1
155:23 156:1	106:3,4,13	134:4 135:3,12	15:3,7,9 36:23	59:20 60:20

72:11,16 82:12 83:20 101:9 109:17 112:21 123:24 134:6 145:13 152:13 lunch 106:18 157:11	3:3 5:15,22 6:24 9:5 63:14 63:18 73:18,24 77:4 89:17 90:13 95:7 106:21 107:12 157:10,20 161:1 163:2 matter 6:1 74:11 86:19 108:8 118:4 162:7 mean 15:24 21:14 24:14 45:12 72:19 89:15 101:8 121:2 127:23 128:2,20 129:1 137:6 147:10 147:11 154:4 meaning 16:23 16:24 56:17 80:8,23 98:6,8 149:9 means 18:14 20:7 162:19 meant 78:14 medical 138:13 138:15 139:15 139:20 160:13 meds 10:20 meet 143:18,20 144:3,6 mental 10:16,19 mention 69:24 70:1,3 mentioned 70:2 merit 154:2 method 33:20 middle 69:20 MILZ 2:10,11 107:2 mind 141:8 142:21 mindset 141:22 142:16 mine 121:9	minute 75:6 minutes 36:13 106:23 missed 22:23 23:3 24:17 159:18 mistaken 57:8 78:11 Monday 1:15 money 23:17 28:7,8,23 29:11 30:7,7 30:17 34:8 47:9,14 55:11 120:24 121:8 136:12 154:13 154:17,18 156:5,6,10,15 month 25:21 28:24 29:3,5 29:15,17 31:10 31:13 40:9 44:22,23 47:11 47:12 55:8,11 55:24 57:8,9 57:10 58:13 60:19 61:5 66:9 84:2,5,10 98:10,14,24 99:9,11 103:20 119:23 123:2 month's 143:14 monthly 66:12 81:24 months 29:6 36:3 38:21 morning 5:22,23 move 121:14,18 123:12 moved 31:9,19 34:10,12 48:12 95:21,24 119:22 121:16 122:4,7,18 multiple 10:10 26:24	N N 2:11 3:1 162:2 name 6:22 7:11 19:14 28:12,13 34:9 35:5,6 77:7 125:13 126:3 129:2 130:14 135:6 136:22 147:5,8 147:11 153:3,3 named 9:6 74:15 names 20:12 35:3 Narberth 2:11 2:12 nature 23:19 139:16 necessarily 94:15 need 6:14,19 12:24 44:10 47:6 139:16 140:9,12 156:3 needed 47:9,14 62:15 111:16 111:20 112:3 needing 17:23 never 42:21 44:15 46:7,10 120:18 124:23 150:2 new 30:10 42:22 47:6,14,15 48:13 83:5 104:19,22 105:3,5 122:23 122:24 152:19 153:18 NHS 11:20 nine 7:22 145:15 nods 6:15 138:5 nonprofit 10:9 Norristown 2:18 North 7:4 14:8 122:14,24 Notary 1:17	164:18 noted 116:8 164:8 notes 162:6 notice 56:15 65:1 66:4 70:11 77:21 78:23 79:4,14 80:14 81:7 89:16 96:15 100:14 106:1,8 106:9 116:7,9 135:21,24 notices 52:18 53:14,20,20 56:4 126:23 134:7 145:15 147:3 notified 68:20 130:13 notify 59:21 62:6 64:13,24 65:5 noting 133:21 November 1:15 62:20 64:8 65:21 67:1 69:6,20 70:24 71:9,23 72:2 74:8 76:17 78:1,16 79:14 79:20 80:14,24 83:4 84:6 86:23 87:5 88:18 89:4,19 89:21 96:17 135:22 136:2 136:10 143:21 144:6 155:8,12 155:13 nozzle 43:21 number 3:11 82:7 83:11 158:12 numerous 33:1
--	--	--	--	---

O	88:5 95:14 114:10	92:14 94:21 95:11 99:24	80:2,9 Owner's 16:15	26:9 28:6 31:1 55:7 62:15
O 162:2	October 25:17	106:14 107:16	27:13 37:4	66:17 70:11
object 23:21	25:20 26:2,11	107:19,21	owners 20:11,12	111:16,20
139:6	57:3,4,18 58:9	108:1,5,6		112:3 120:13
objection 12:21	58:18,21 59:5	120:13 124:2	P	120:17,19
15:23 17:3	59:7,11,14,16	139:9,17,22	P.C 2:10	155:22
18:2,12 19:2	59:18 60:1,4	140:7,14	p.m 161:5	payable 28:3
20:5,22,24	60:10,12,13	153:20,21	PA 7:5	paying 55:11
22:8,21 23:11	61:2,10,13,14	154:5,11	Page 3:2,11 4:3	84:2 120:6,10
23:14 25:4,23	62:17,22,24	155:23,24	4:3,3,10,10,10	130:24 131:24
29:20 33:8	63:2 67:1	156:4,11 157:1	4:18,18,18	132:3
34:17 38:15	77:12 83:3	orders 28:8	108:14 115:2	payment 16:2
39:13 44:5	84:6 86:19	134:17	116:4 118:23	22:24 23:3,9
49:12,23 50:13	87:8 96:16	organization	163:5	23:18,20 24:1
51:12 52:8	115:16	10:9	pages 73:21	24:4,6,17,19
53:7 56:8	office 65:1,3	original 31:7,8	164:4	25:1,10 26:5
64:19 65:9,16	72:1 84:13	33:3 34:3,13	paid 24:9 26:6	26:13 58:15,16
68:8 72:4 76:9	140:18	35:13 37:24	26:13 66:8	66:9,12 82:1,2
78:4 79:8	officer 150:23	47:17,23 48:11	93:2 98:9,12	83:7 131:10
87:19 88:23	151:3	82:20 83:14	98:13,21,23	payments 15:21
90:9 92:20	okay 6:18,20	originally 42:18	99:8,11 100:7	20:20 21:13,23
93:19 94:10,13	10:24 14:1,2	44:8 61:23	paper 118:6	22:2,6,14,18
98:16 99:4	23:22 34:15	83:10 93:12	125:4,8,11,14	28:9 29:4,13
100:19 101:13	38:5 66:22	outcome 105:17	125:16,17,20	31:2,5,16,23
101:20 102:17	73:17 75:14	152:7	126:4,5 129:3	34:4,14,21
103:5,13	77:6 85:24	outside 36:14	153:4,8,10	35:20 36:9
105:19 114:18	86:7,8 90:3	43:3 127:23	paperwork	40:9 62:9 67:4
117:12,21	95:6 145:3	159:16	132:10	120:7,10 156:8
121:21 122:10	152:5 160:20	outstanding	paragraph	Pennsylvania
123:22 127:2	old 7:1,21 8:2	50:11 97:22	64:24 80:1	1:2,15,23 2:5
127:13 129:19	once 26:17	109:15,19	95:17 108:12	2:12,19
131:13 133:10	81:22 135:17	125:5 130:12	138:8	people 30:16
137:21 141:12	ones 103:15,16	133:21	Park 15:2,10,16	34:20 72:11
147:21 148:15	103:17 104:7	owe 124:3	16:7,12,14	145:14,21,22
150:8,16	109:18 136:9	152:16 156:5	57:24 58:2,3	146:5,5,9,17
153:13	open 77:21	owed 70:9	Parkway 1:14	146:22 147:16
objections 5:5	78:11,13,15,19	120:14 121:8	2:4	148:5,8,20,21
5:11	109:9,20	137:7 152:17	parties 19:8	149:9,9,24
obtain 67:20	112:23	154:12,18	118:24	150:13,22,22
100:14	opposed 146:18	156:2	partners 16:19	151:2 158:13
obviously	146:23 147:17	owing 65:20	27:17 37:9	158:16,19,21
123:18 156:3	148:6 149:10	116:5	83:22	158:22
occur 69:16	Oral 1:12	owner 28:11	Partnership	Perez 74:12
87:16 88:1,6	order 3:18,20	30:10 37:22	10:1,7	75:15 77:7
117:10	28:7,23 30:7	64:4 75:16,18	pay 25:2,11,20	perform 112:7
occurred 32:2				

performed 111:12	130:17	presented 99:17	1:22	Public 1:13,17
period 14:13	plaintiffs 1:6	99:21 115:14	professionals	2:3 10:1,7
15:3 24:16	138:9	pretty 62:3	138:14	162:14 164:18
48:8,10,22	planning 81:19	136:9 137:9	promised 62:1	pull 145:23
49:2 53:21	157:23,24	previous 13:20	property 16:22	151:13 153:18
88:21 156:17	158:7	14:1 19:15	17:9 18:17,20	pulled 152:20
person 10:17,19	plaster 112:10	previously 55:16	18:23 19:11,24	purchased 54:4
29:10,11 30:7	plates 114:7	prior 14:10,18	20:3,10,18	54:8
30:11 31:4	please 11:2 12:9	19:18,18 20:12	21:18,22 28:14	purposes 6:9
33:22	13:2	38:18,21 51:18	31:2,5,17,24	38:3
personal 70:12	PNC 67:10,11	53:15 57:6,8	32:6,17 33:4	pursuant 80:7
70:18 79:2	point 35:21	58:4,7 81:10	33:15 34:3,20	88:2
84:19,24 121:4	36:22 37:2,7	82:8,19 87:5	36:1 37:12,22	push 123:20
155:5,10,14	38:12 40:11	88:10,15,15	38:7 39:21	152:17
personally 72:19	42:14 45:18	91:3,5,7 97:5,8	44:20 47:18	pushed 123:18
124:6 126:1,3	58:12,23 59:5	97:11 108:6	49:19 52:5,15	put 23:17 42:22
persons 126:12	64:16 67:1	117:9 121:1	53:4,15 54:5,9	42:23 43:2
pertaining 34:10	68:6,13,22	144:10,13	55:1 56:6,16	58:17 67:5
137:2	69:2 88:8	156:10 158:3	58:10,19 61:4	84:5 97:8,17
Philadelphia	102:6,13	problem 32:13	77:23 80:22,23	105:12 112:9
1:14,23 2:5 7:5	103:11,22	59:4 104:14	81:13,20 95:22	121:4 125:9
14:23 15:1,14	104:21 109:21	problems 16:24	100:14 101:1	134:23 141:8
16:19 27:17	110:3,5 120:7	31:17 37:16,18	105:14 106:2	153:2 160:5
37:9 77:24	141:22,23	38:10 40:16,19	109:9 110:7	
139:2	143:6,14,21	41:1,17,19,20	112:14 114:13	Q
phone 33:19,22	145:7 153:24	41:22,24 42:6	114:16 115:5,7	question 5:12
33:23 60:9	154:3,22 159:8	47:19,22 48:1	115:15 119:18	6:10,12 8:22
61:20,21 62:2	police 150:23	48:3,19,23	119:20 121:14	13:1,10,12
72:16	151:3	49:3,5 55:15	121:15,19	17:18 19:5
pick 28:14 69:14	portion 65:3	56:2 82:12	122:7,15,24	21:3,19 22:15
70:2 142:15,20	108:5	83:20 110:21	123:13 130:20	22:22 23:17
picked 57:12	possession 67:17	111:15,19	131:4	24:15 25:12
piece 47:10	74:23 80:2,9	112:2,4 123:10	proposed 83:10	29:8 31:21
125:4 129:2	80:21,22	152:22	83:12,19	63:23 64:22
pipe 47:6,14,15	postponed 159:8	proceedings	propounded	66:20 86:2
pipes 17:13,22	preform 53:3	162:5	164:6	96:21 99:15
place 13:19 15:9	preliminary	process 90:15,20	prove 134:8	103:8 114:21
133:4 136:22	3:18 8:21	90:23 141:17	provide 27:3,12	128:5 129:22
places 9:19,20	92:14 94:20	produce 67:24	27:16 57:2,5	133:21 140:22
9:21 14:1	95:11 99:24	91:24 137:24	provided 16:8	141:2,13 143:2
plaintiff 2:6,13	108:6	138:4	16:15,18 27:21	143:16 147:13
74:11 76:5	premises 16:5	produced	36:23 37:3,8	147:14,15,24
77:20 79:13,16	80:2,8 154:19	137:16	57:14,17 75:8	148:11 150:3
126:7,11	present 2:22	production 4:9	116:7,13 139:8	questions 6:8
129:16 130:4	9:12,18 95:18	137:17 138:1	153:11	140:20 156:20
	109:2 116:2,3	Professional	provisions 77:24	157:14 160:7

160:23 161:2 164:6 quick 36:13 73:2 quickly 157:10 Quit 89:16	receiving 65:1,6 89:23 97:6 receptacles 113:13 reception 159:6 recess 9:1 73:5 107:8 133:23 157:4,16 record 11:6,10 11:15 19:7 36:17 64:7 66:21 72:23 75:8 89:14 107:3,6 108:12 127:23 160:5 records 139:20 160:14 redo 159:17 refer 38:2 referenced 117:9 refused 80:23 137:11 refuses 80:22 regard 43:24 56:15 138:6 regarding 18:9 44:2 46:13 52:21 54:16 61:2,3,7,15 64:16 68:6,13 68:22 69:2 70:6,14,15,20 79:5 84:20 86:19 87:7 106:1 109:14 111:14,18 127:10,19 131:23 142:9 143:21 157:20 160:8,23 Registered 1:22 regular 112:22 reinspect 100:13 105:14 114:12 115:5,6	reiterates 108:6 related 18:17,20 relates 160:9 rely 139:14 remain 104:2,14 104:17 119:17 119:20 remained 48:1,3 49:5 104:5,18 remaining 140:20 remember 12:15 14:20,21 15:5 15:9,12,17 16:4 18:6,23 19:13,14,15,17 20:11 24:13 27:22 28:13 32:10 34:5,9 35:3,6 36:5,11 44:22,23 45:7 47:12,13 48:15 53:19 60:18,19 60:19 61:9,13 65:11 68:18 69:8,10 71:12 72:9,10,13,15 91:5,7 97:3,5 97:12 99:10,10 99:12,14 103:20 104:9 104:19 109:24 111:8,11 113:16,19,23 115:9,11,23 119:21,23 120:1 121:7 122:17,23 132:24 133:2,3 136:20,20 remembered 89:23 remembers 19:10 reminds 143:11 rent 19:24 20:9	20:10 25:1,16 25:20 26:9 28:6 36:1 47:9 47:14 55:7,15 55:24 57:13 58:12,19,24 62:8,14 66:24 69:15 70:2,11 82:9 84:9 85:12,13 92:16 92:24 98:9 99:8,18 100:1 100:4 109:6 111:17,21 112:3 116:5,15 116:17 120:3 120:13,14,17 120:19 124:3 130:24 131:3,8 131:10,17,24 132:4 153:23 154:6,12 155:22 156:2,6 156:16 rental 15:20 16:2,8 20:19 21:13,23 22:1 22:6,13,17 23:8 24:1,4,6 24:17 25:10 26:5,13,19 27:4 28:3,9 29:4,12 31:2,5 31:22 34:4,21 35:20 36:9,24 40:9 55:17 57:12 58:15,16 59:6 66:9,12 67:4 81:24 82:1 83:7 115:14 116:6 116:12 120:7 120:10,14 124:19 156:8 rented 20:3 27:2 27:6	Renter's 55:17 55:22 57:11 repair 41:1,9 44:1 112:24 113:2 repaired 110:9 repairs 17:23 100:13,16 111:12 112:7 repay 159:17 repeat 25:5 31:21 80:5 135:13 rephrase 13:1 64:22 replaced 44:15 report 37:18 38:6 40:8 96:12 reported 39:7 39:10,20 40:1 reporter 1:16 5:1 6:9,15 162:21 Reporter-Not... 162:14 Reporters 1:22 represent 54:3 116:23 131:2 131:16 132:17 representation 94:10 representative 9:23 30:3,5,20 40:15 46:9,21 48:14 62:13 82:23 83:15,16 85:11 108:21 155:20 representatives 72:20 representator 30:23 representing 35:7,11 99:18 146:13
--	---	--	--	---

reproduction 162:19	room 26:23 110:16 113:14 113:14 114:4	108:8,9,16 114:12 115:4 117:4 144:10 144:13 157:21	sending 124:1,4 sense 81:17 143:13	158:13,17,19 sign 5:4 129:2 147:10 160:3 160:16
Request 4:9 138:1	rough 106:19	school 9:12,18 schooling 9:14	sensitive 139:15 139:19	signature 126:7 signed 125:7,11 126:3 128:19 129:12,14 130:14 153:3,8 153:10
requested 88:3	rug 42:4	sealing 5:10	sent 52:16 53:19 53:20 56:23 79:13 80:14,17 86:22 87:1 88:20 89:5,20 90:11 105:4,6 106:5 110:18 123:8 136:2,21 141:6	signing 147:8 signs 125:3 similar 71:14 Similarly 6:14
reserved 5:12	ruling 86:24 87:7 88:12	search 53:3 searches 53:12 season 36:8	September 24:20,21,22,24 25:10,16 26:3 26:9,11 37:13 38:12,18,21 41:8 54:12,14 54:15,18 55:1 55:6 56:6,13 57:6,9,15,20 58:7,16 59:19 62:12 66:11,24 77:12 83:3 84:6 96:11,20 97:1,14,23 99:19 115:16 155:7	sink 42:2,8 43:15,18,20,22 45:3,4 46:17 46:23 47:1,5 54:21 113:17 sinks 43:19 49:3 50:6 52:21
reside 7:3	residence 18:9	second 8:21 27:23 35:8,11 35:17,19 51:5 51:10,17,17 74:13 76:5 90:1 96:12 97:4,10,20 107:1 108:7,9 108:16	set 126:12 156:13	sitting 137:10 six 8:14 9:5 sleep 138:11 smoke 110:6 sockets 42:8 43:5 48:24 somebody 28:24 59:3 60:21 105:4 145:17 145:21 147:12 149:23 151:6 152:23
resources 11:9 128:23 151:6 151:16,19,20	S s 3:9 79:18 S-A-M-P-S-O-N 8:6,7,14	secretary 72:13 section 15:1,2 75:13 76:13 77:19 79:13 80:20 96:10 98:5 99:2,16 99:23 108:7 109:2,8 116:4 118:23,24	service 9:23 set 126:12 156:13	soon 105:12 sorry 7:19 8:19 11:1 29:7 45:23 50:21 66:15 68:20 85:10 91:9 93:8,8 107:24 110:20 129:23 130:10 135:11 154:1 155:8,12
respected 151:7	saga 143:12,15	see 38:10 43:3 59:10,20 60:21 74:9 77:13,14 78:22 79:1 83:22 115:18 136:6 147:5	Sheet 164:8 Shorthand 1:16 showing 92:9 95:2	sort 87:6 88:11 sound 25:18 54:6,10
respond 6:10	sale 131:4	seek 139:13 140:11	sic 15:2 30:23 32:20 120:12	
response 36:20 36:21 55:20 59:2 115:20	Sampson 1:5 2:22 7:12 8:6,7 8:14 9:10 138:10	seeking 140:5 seen 73:24 77:15 77:17 79:3 95:7 115:24 116:21	sick 158:15 side 45:16,16 127:10,20	
result 53:12 130:24 131:4 133:7,16 134:4 141:7 142:8 143:8	saw 79:11 112:9 115:23 136:24 149:18 151:10 152:11	seizure 131:4 send 54:24 59:3 68:2 84:13 90:14 105:2 111:5 137:3		
RHD 10:14,19 11:9,12,17,19	saying 13:17 23:19 64:3 67:19 70:8 76:13,13 89:15 102:20,21 124:3 125:4,10 125:11 126:4 128:18 129:4,5 129:13,14 132:11 136:11 137:1 143:7 146:9,11 155:14 156:9 156:14			
right 6:21 8:22 10:23 14:9 24:18 31:3 35:18 39:1 42:2,9 43:11 45:8 49:7 69:17 70:10 71:14,20 75:5 90:13 108:6 122:8 125:20 130:16 136:1 145:15 153:6 155:21 156:4 156:19 159:11 160:2,15	says 54:7 64:24 80:11 81:4,5 81:24 95:14,17 96:1 98:21 115:13 117:15 119:3 130:9,13 156:5			
rise 120:12	scattered 101:7			
road 2:18 153:14	scheduled 93:5 93:13 94:3			
roof 37:16 45:5 45:5 110:9,12 110:21 111:1,4 111:5,7,7,8,15 112:8,10				

South 1:23	79:22 80:1	stipulated 5:8	suitability 16:8	103:15,24
spark 43:12	83:21 85:11	stipulations	16:16 26:20	104:1,18 105:1
sparkling 43:7,8	109:10 111:16	4:17 5:2	27:4,13 36:24	105:22 109:17
sparks 26:24	114:11 115:3	stop 13:17 105:8	37:4 55:17	109:18 111:6
speak 8:11	117:9 124:11	stopped 34:3,13	57:12 116:7,12	114:3 115:24
28:20 29:3,6	124:20 134:8	41:4,13,16	120:15 124:19	121:11 122:3
31:12 108:23	141:4 147:1	105:7	Suite 1:23 2:12	128:14,16,17
129:8	152:15 153:23	Street 1:23 7:4	2:18	129:4 130:21
speaking 132:24	154:12,17,19	14:8,12,19	sum 136:11	132:22,22
speaks 94:17	statement 76:5	18:22 20:10	summer 44:19	135:4,17 138:2
114:20 129:20	78:2 92:17	22:5,13 27:1,7	45:2,19,22	140:17,24
specific 13:18	93:4 98:11	35:24 36:23	46:1,19 47:2	146:20 154:10
28:21 32:3	99:2,5,17	37:3,8 52:5,15	54:12	154:24 155:24
102:21	100:3,9	56:5,16 58:4	supervision	157:2,13
specifically	statements	61:4 69:2	162:20	160:22
32:10 43:24	67:12,21,24	75:16 79:6	SUPPORT 4:1	surrender 80:22
45:21 103:15	85:2 129:17	95:22 106:1	supposed 24:1	surrounding
104:6	130:5	122:14,24	25:1 83:4	23:2 26:12
spell 7:17	states 1:1 75:15	123:13	84:10 88:1	sworn 5:16
spend 159:23	75:21 77:10,20	stress 134:21	118:16	164:14
spoke 31:23	77:20 79:13	138:11 152:23	sure 8:23 11:7	synagogue 159:4
126:17 128:14	80:7,20 86:17	structure 17:1	11:15,22 12:12	system 32:9,11
141:18 142:5,6	87:11 92:14	stuff 42:4 101:9	12:14 13:6,9	50:6 52:22
155:17	93:11,24 95:21	139:19	13:11,14,21	
spots 45:13,15	96:10 98:5	subject 142:18	19:4,5 22:15	T
spring 39:4,8,19	99:16,23	Subscribed	23:6 25:8,12	T 3:9 162:2,2
42:11,15 43:5	100:12 108:7	164:14	26:1,2 28:1	163:1
43:9,12 44:10	109:2,8 115:2	subsequent	32:3,23 36:2	take 6:2,15,19
44:16,18	116:5 117:2	11:11	39:1,18 40:2	36:13 63:20
staff 116:24	118:24 126:8	substance 60:16	41:3,5,11 43:7	73:2,15,18,21
stamp 74:7	130:2,5	61:21 71:12	45:15 51:6,15	77:4 85:22
standing 124:10	stating 129:11	84:21 85:6	52:12,16 53:18	92:11 95:4
start 13:24 15:5	129:12 135:19	112:10 143:19	56:12 59:18,19	116:19 121:3
83:5	154:5	164:7	60:3,12 61:5	124:10,13
started 45:11	status 44:3	sue 18:16,19	63:2,12,20	133:18,20
83:3 105:9	staying 81:19	154:21	68:3 70:17	134:14 151:13
146:1	stenographic	suffer 133:7,16	72:7 73:3 75:4	152:15 156:23
Starting 14:14	162:6	134:4	76:1 79:10	156:23
state 54:4	step 36:13	suffered 134:6	80:6 81:22	taken 1:12 9:2
115:24 130:10	stepchildren 9:8	138:7	84:23 87:4,9	40:22 73:6
138:15 142:21	9:9	sufficient 126:8	87:20 89:3	107:9 133:24
146:19	Stephanie 1:16	126:10	90:1,22 91:12	157:5,17 162:7
stated 25:15	162:14	suggest 132:8	91:20 93:23	talk 8:20 38:11
28:10 34:6	sticker 125:9	suggesting 90:11	97:4,7,9,9,16	83:22 141:22
37:15 38:8	stipulate 5:5	suing 85:8	101:7,22	141:24 142:15
44:9 57:1	140:5	suit 64:4	102:10 103:8	142:16

talked 60:13 70:22 71:19 89:7 130:21 135:15,24	texts 62:3 Thank 11:21 Thanks 79:24 thereof 65:3	15:6 23:24 24:3,8,10,17 24:24 25:9 26:8 27:3	51:7,9 52:1,2,3 52:13,16 53:10 91:2,11,15 145:13,15 151:15 152:13	55:1 113:7,24 140:3
talking 11:8 33:14 72:13 121:22 125:16 135:2 136:15 137:12 146:6 158:24	thing 62:3 81:16 things 17:22,23 23:7,16,19 26:24 37:17 55:18 59:22 60:6 62:1,5 101:4,5 102:22 120:15 123:16 126:4 128:21 129:13 137:3 147:1 148:19 149:15	31:16,23 32:2 32:7,15,21 35:24 36:16,22 38:13 39:9,20 39:23 40:2,5 40:14,21 41:6 42:14 45:24 47:19 48:7,8 48:10,16,22 49:2,19 50:1 51:5,8 53:21 53:24,24 58:7 59:20 63:6,20 64:10 66:3 67:13 73:5,10 73:21 76:6,21 78:18,24 83:17 84:12 85:16 86:11 87:1 88:18,21 89:8 89:10,11 92:5 94:20 97:20,23 101:11,18 102:3 103:2,2 106:13 107:5,8 113:4 114:23 117:17 118:2 118:10 130:22 132:1,15 133:13,23 136:24 141:23 141:23 142:15 142:21 143:6 143:14,14 144:8,12 151:24 154:7 154:10 156:13 156:17 157:4 157:16	timing 106:18 title 11:24 titles 9:21 today 6:2 50:11 50:16 told 15:17 29:13 30:9,19 31:16 31:24 32:15 35:13 47:18 55:6 57:6 61:23 82:1,8 84:20 85:1 122:13 126:16 126:22 137:16 149:8 top 74:7 transcript 162:8 162:18 transcription 164:5 transferred 121:7 treated 138:14 treatment 138:16 139:4 Tree 138:16 trial 5:13 trip 25:13 true 76:18 78:2 78:10 79:15,18 125:12 126:5 126:13 129:4 129:13,17 130:6 134:9 137:3 141:6 145:12 149:16 149:20 trust 151:22 152:1 truth 145:22 try 41:1 44:1,20	trying 25:13,14 60:20,23 128:4 130:15 145:20 turn 112:23 turning 77:19 107:14 Twenty 80:4 Twenty-nine 7:2 two 9:7,9 19:8 34:22 36:13 43:19 71:18 73:21 88:19 89:7,15,22 90:7 91:23 105:11 107:12 135:3,5,9,14 135:18 139:7 140:6 type 71:2,3 81:9 112:9 124:7 129:6 147:8 149:24 types 145:14
telling 156:15 ten 11:3 12:16 12:18,18 145:16 151:15 tenant 98:5,8,21 99:17 tenants 149:10 tenants' 147:17 148:6 tend 147:16 148:5 testified 5:17 89:17 90:14 96:4,14 98:8 98:13,18,21 99:12 110:2 117:23 122:6 122:12,17 128:13 testify 98:6 99:7 testifying 99:14 testimony 127:14 text 61:20,22	think 10:23 23:16 39:2 42:9 50:5,10 51:8 54:23 56:23 75:8 85:4 90:17 119:2 120:1 122:21 124:6 128:18 129:1 131:21 132:16 139:12 140:5,9 142:18 143:12 147:7 148:1,22 149:9 150:13 151:2 158:2 160:19 thinking 106:18 146:3 151:12 151:14 152:18 third 64:23 91:19 thought 11:8 46:14 82:14 141:17 146:1 148:7,12 three 8:6 36:3,3 41:15 91:2,10 three-page 95:3 time 5:12 6:19 9:1 14:13 15:3	times 33:1,2,5 40:3,24 41:3,6 41:9,11,15	U Uh-huh 126:15 unable 42:7 46:3 unaware 77:21 understand 13:16 21:4,6,9 29:7 30:15 63:21 understanding 102:19 unfit 125:8 Unit 16:16 27:14 37:5 49:9 United 1:1,13 2:4 updated 92:16 93:4 100:2,9 UREVICK-A... 2:3 5:3 8:9,18 11:5,14,22	

12:20 13:15,23 15:22 17:2,17 18:1,11 19:1,6 20:4,21 21:1 22:7,20 23:10 23:15 25:3,22 29:19 33:7 34:16 36:12 38:14 39:12 44:4 49:11,22 50:12 51:11 52:7 53:6 56:7 63:11,17 64:18 65:8,15 66:19 68:1,7 72:3,17 72:22 73:1,20 75:7,11 76:8 78:3 79:7 86:1 86:8 87:18 88:22 89:13 90:3,8,17 92:19 93:7,18 94:9,14 98:15 98:22 99:3 100:18 101:12 101:19 102:7 102:16 103:4 103:12 105:18 106:6,17,24 108:11,23 114:17 117:11 117:20 121:20 122:9,16 123:21 127:1 127:12,22 128:3,11 129:18 131:12 132:7 133:9 137:20 138:19 139:5 140:2,16 140:24 141:11 141:21 142:12 143:3,23 144:19 147:20 148:1,14,18 149:5 150:7,15	150:21 153:12 156:22 157:7 160:11,18,24 use 28:5 Usual 5:1 <hr/> V <hr/> v 1:7 vacate 79:14 80:1,8,14,23 81:8,13 valid 65:4,24 76:6,16 validity 64:17 65:2,7,14 variety 139:13 140:6 verbal 6:14 verification 126:9 verifies 148:21 violation 52:18 53:14 56:4,15 77:23 78:23 79:4 109:20 126:23 violations 50:4,8 52:4,14,17,17 52:21 53:17 56:1,3,18,20 56:21,22 61:3 61:8,12 78:12 78:13,14,15,20 96:3,4,13,16 96:18,18,23,24 97:4,8,13,17 97:20,23 98:1 101:9 109:9,11 109:12,14,15 109:18 115:3 125:5,6 130:12 130:20 147:3 vouching 135:8 <hr/> W <hr/> W-O-O-D 8:5	wait 66:20 waited 134:14 waived 5:10 Wal-Mart 9:22 waning 160:12 want 7:17 11:14 13:17 86:3 142:2,20 143:5 143:18 160:5 160:21 wanted 38:9 70:2 128:12 wasn't 24:9 42:12,24 43:19 43:21 44:12 46:20 48:6,11 48:13,16 54:20 54:21,21 55:15 59:22 62:5 70:9,10 81:12 81:22 90:22 97:9,16 101:10 103:17 112:22 120:2,13,14,17 121:8 123:15 123:16,16 124:12 125:12 126:21 128:14 128:16 136:12 137:3 147:13 149:20 154:16 154:23,24,24 water 43:16,17 way 1:13 2:4 33:13 38:18 112:24 132:8 142:2 150:3 151:4,9 we'll 8:22 83:24 we're 140:4 160:16 we've 127:24 153:14 weather-tight 112:13,16 113:22	wedding 124:16 134:12 137:10 157:20,24 158:1,7,11,23 159:20,24 week 40:3 41:15 105:11 139:7 went 20:9 42:23 weren't 130:23 131:24 132:3 144:23 white 112:10 win 151:14 window 112:17 114:4 windows 50:7 52:22 112:13 112:15,16,19 112:22,22 113:1,2,8 withdraw 124:8 124:14,18 134:15 137:11 154:14 155:1 withdrawing 137:8 withdrawn 119:3,5 121:18 122:1 withdrew 119:13,14 withheld 25:16 57:10 58:12 66:24 67:5 99:19 withhold 58:24 92:16,24 100:1 100:4 116:15 120:3 withholding 55:14 61:24 62:14 99:17 131:3,8,17 Witness 3:2 4:2 8:13 11:13,16 12:23 13:2,3	13:21 15:24 17:5,19 18:4 18:13 19:4,12 20:6 21:8 22:10,23 25:5 26:1 29:22 33:9 38:17 39:15 44:7 49:13 50:1,15 51:14 52:9 53:9 56:9 63:22 64:20 65:11,17 66:22 68:10 72:6 76:12 78:7 79:10 86:7 87:20 88:24 90:4,21 92:12 92:22 93:9,20 100:21 101:15 101:22 102:9 102:18 103:7 103:14 105:21 106:10 114:22 117:14 122:3 122:20 123:24 127:4,15 128:13 129:23 131:14 132:10 133:12,18 137:22 138:5 138:21 144:1 144:21 150:10 161:4 WOLFE 1:22 won 154:7 wondering 134:7 149:11 Wood 8:5 9:10 work 9:17 10:8 12:2,4 42:13 42:15 43:14 110:2 111:9 112:1 worked 9:20,22 9:23,24 10:11
---	--	--	---	--

10:14 44:15	152:4 158:6	61:3 69:1	25:17,20 26:9	115:16 136:2
46:7 105:6	year 13:18,18,22	75:16 79:5	37:13,19 38:13	143:21 144:6
workers 40:17	13:22 24:22	95:21 106:1	38:21,24 39:4	144:16 155:8
40:24 41:9,18	36:8 83:5	123:13	39:8,19,20,24	155:13
44:1,15,19	104:22	19422 2:19	41:8,8 42:11	2017 1:15 14:9
45:21,23 46:16	Year's 104:19	1st 47:9,11,13	42:15 43:6,10	14:11,16 77:12
46:18,20 54:24	105:3	58:16 77:12	43:13 44:16,18	83:3 84:9 93:6
55:4 100:24	years 11:3 12:16	110:3	44:19 45:2,19	93:13,14 94:4
102:5,24	12:18,19		45:22 46:1,19	103:19 107:22
103:11 110:18		2	47:2 48:2,5,19	108:2 109:3,12
123:8	Z	2 76:13 80:1	48:23 49:10	109:16,23
working 10:16	0	2-I 108:12,12	51:1,18,23	110:3,7,10,19
12:6 42:12	1	2,900 65:20 66:8	52:6 53:15,22	110:20 112:14
43:19,21 46:6		2:15 156:24	54:1,5,9,12,13	113:11,15,18
48:6,9,11,13	1 75:13 95:17	2:17-cv-01139...	54:15,19 55:1	113:22 114:2,5
48:17 105:7,8	115:16	1:10	55:6 56:6,13	114:8,11,13,16
105:9 110:1,1	1:30 156:23	2:30 161:5	57:3,15,18,20	115:5,7,17
worried 44:13	10 33:6 109:2	20 33:6 65:1,6	58:7,9,16,18	116:24 117:5
153:17	10:07 1:15	69:8 80:2,9	58:21 59:5,11	118:23 119:1
worry 44:11	100 82:10,13	81:4,5,14,20	59:14,17 60:1	120:4,7,11
138:11	101 2:12	91:3 110:19	60:4,10 61:2	122:7,15 123:4
Worrying	106 3:19,20	135:20 158:21	61:14 62:17,20	123:5,9,9
134:21	11/20/17 163:3	158:22	62:22 64:8	153:20 155:8
wouldn't 17:10	11th 9:13	20-day 135:24	65:21 66:11	155:12,13
17:13 29:5	12 4:4 109:8	2000 14:14	67:1,12,12,14	158:8 164:15
43:16,17	1303 1:23	2007 11:3 12:9	67:14 69:21	20th 1:15 87:13
124:18 131:18	138 4:12	12:10,12	71:1,23 72:2	88:10,15,19
147:10,10	13D 116:4	2008 13:4	74:8 76:17	89:6 93:13
written 71:3	140 2:18	2009 13:7	77:12 78:1,16	95:14,18 96:1
74:18 78:22	142 4:4,5	2010 13:10	79:14,20 80:15	100:2,5,17
82:4 119:2	143 4:6	2011 13:12,13	81:1 82:24	101:1,18
147:5	14th 86:19 87:8	2013 14:15 27:2	83:1,8 84:3,3,7	102:13 103:3
wrong 32:6,8,11	15 106:23	27:10 31:1	86:19,23 87:5	103:23 104:2
42:10,17 43:5	17 14:9	35:14 47:17	87:8,13 88:10	105:15 106:2
43:15 45:9	1709 1:13 2:4	48:1,5,18,22	88:19 89:4,6	110:20 114:1
110:12 112:19	18 138:8 160:10	49:9 51:22	91:4 95:14,18	21 7:6,13
132:12 145:15	19072 2:12	52:6 53:21	96:11,17,20	215 1:24
	19102 1:23	54:1 95:23	97:23 98:9,14	21st 54:5,9
X	19103 2:5	2014 12:8 49:17	99:8,19,19	22 4:5
X 3:1,9	19120 7:4	50:3,19,22,24	100:2,5,17	23 4:11
	1916 14:12,19	51:10 52:21	101:1,18 102:6	230 1:23
Y	18:22 20:9	56:21 95:22,24	102:13 103:1,3	23rd 116:23
yeah 82:23 84:8	22:4,12 27:1,7	96:1,4,8	103:10,23	25 110:19
85:8 102:9	35:24 36:23	2015 24:11	104:3,10,15	25th 93:6,14
111:24 113:3	37:2,7 52:5,15	2016 24:10,23	105:15 106:2	94:4 107:22
125:20 150:10	56:5,15 58:4	24:24 25:10,16	110:20 114:1	108:2 109:3,12

109:16,23	115:2 116:4	8th 76:17 80:24		
110:7,10,20	118:23			
112:14 113:11	50 66:18	9		
113:15,18,22	539-1300 2:20	9 4:6 106:15		
114:2,5,8,10	5412 7:4 14:7	107:13		
153:20	122:14,24	90 159:13,14		
267 2:7	546-1316 2:7	92 3:17		
26th 114:13,16	6	922-7112 1:24		
115:5,7		94 3:18		
28th 96:11,20	6 80:20			
97:1,23	60 159:13			
2nd 1:14 2:5	610 2:14			
117:5 118:16	63 3:12			
118:18 119:1	65 138:8			
119:10,12,14	668-0018 2:14			
119:17,18,24	67 4:11			
120:4,7,11,21	7			
121:1,5 122:2	7 64:8 70:24			
123:4,9 124:9	72:2 80:14			
124:15 137:5	88:18 89:19,21			
154:14,22	7-I 108:13			
155:1,21 156:6	700 66:10,13			
156:11,13	82:2,17 83:5,9			
157:22,24	83:24 84:2,5			
158:3,24 159:6	98:12 99:11			
159:9,18	73 3:13			
3	750 82:1 83:2,6			
3 4:12 108:14	83:11,12,19			
115:2	84:1,10 98:10			
3,151.76 99:18	98:13,23 99:8			
30 32:4,7,22,23	76 3:14			
32:24 77:12	7A 99:23			
81:12 115:17	7th 65:21 71:9			
158:2,2	71:23 79:14,20			
4	86:23 87:5			
4 77:19 116:4	88:2,14 89:4			
118:23	118:23 135:22			
450 2:11	136:2,10			
484 2:20	143:21 144:6			
488 2:18	8			
4th 7:4 14:8	8 74:8 78:1,16			
122:14,24	8-13 4:19			
5	8:45 119:2			
5 3:5 4:19 79:13	85 3:15			
	86 3:16			

EXHIBIT L

Curtis Sampson

Page 1	Page 3
<p>UNITED STATES DISTRICT COURT EASTERN DISTRICT OF PENNSYLVANIA</p> <p>---</p> <p>GERRELL MARTIN AND CURTIS : SAMPSON :</p> <p>Plaintiffs, :</p> <p>v. :</p> <p>LEVYLLAW, LLC AND BART E. : LEVY :</p> <p>Defendants. : CASE: 2:17-cv-01139-JHS</p> <p>---</p> <p>Oral deposition of CURTIS SAMPSON, taken at THE PUBLIC INTEREST LAW CENTER, United Way Building, 1709 Benjamin Franklin Parkway, 2nd Floor, Philadelphia, Pennsylvania, on Monday, November 20th, 2017, at 2:35 p.m., before Stephanie Marie Calter, a Shorthand Reporter and Notary Public.</p> <p>---</p> <p>KAPLAN, LEAMAN AND WOLFE Registered Professional Reporters 230 South Broad Street, Suite 1303 Philadelphia, Pennsylvania 19102 (215) 922-7112</p>	<p>1 INDEX</p> <p>2 WITNESS EXAMINATION BY PAGE</p> <p>3 CURTIS SAMPSON</p> <p>4 EXAMINATION</p> <p>5</p> <p>6 Ms. Clemm 6</p> <p>7</p> <p>8</p> <p>9 EXHIBITS</p> <p>10</p> <p>11 EXHIBIT NUMBER DESCRIPTION PAGE</p> <p>12 (NONE PRESENTED.)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>
Page 2	Page 4
<p>1 APPEARANCES:</p> <p>2</p> <p>3 THE PUBLIC INTEREST LAW CENTER</p> <p>4 BY: DAN UREVICK-ACKELSBERG, ESQUIRE</p> <p>5 United Way Building</p> <p>6 1709 Benjamin Franklin Parkway</p> <p>7 2nd Floor</p> <p>8 Philadelphia, Pennsylvania 19103</p> <p>9 dackelsberg@pubintl.org</p> <p>10 Attorney for the Plaintiff</p> <p>11 (267) 546-1316</p> <p>12</p> <p>13 FLITTER MILZ, P.C.</p> <p>14 BY: ANDREW M. MILZ, ESQUIRE</p> <p>15 450 N. Narberth Avenue</p> <p>16 Suite 101</p> <p>17 Narberth, Pennsylvania 19072</p> <p>18 amilz@consumerslaw.com</p> <p>19 Attorney for the Plaintiff</p> <p>20 (610) 668-0018</p> <p>21</p> <p>22 CLEMM AND ASSOCIATES, LLC</p> <p>23 BY: KATIE CLEMM, ESQUIRE</p> <p>24 488 Norristown Road</p> <p>Suite 140</p> <p>Blue Bell, Pennsylvania 19422</p> <p>kclemm@clemmlaw.com</p> <p>Attorney for the Defendant</p> <p>(484) 539-1300</p> <p>Also Present: Gerrell Martin</p>	<p>1 LITIGATION SUPPORT INDEX</p> <p>2 Direction to Witness Not to Answer</p> <p>3 Page Line Page Line Page Line</p> <p>4 48 24</p> <p>5 49 19</p> <p>6 50 3</p> <p>7</p> <p>8 Request for Production of Documents</p> <p>9 Page Line Page Line Page Line</p> <p>10 (NONE)</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16 Stipulations</p> <p>17 Page Line Page Line Page Line</p> <p>18 5 8-13</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p>

Curtis Sampson

Page 5	Page 7
<p>1 THE COURT REPORTER: Usual</p> <p>2 stipulations?</p> <p>3 MR. UREVICK-ACKELSBURG: Same as</p> <p>4 before, read and sign.</p> <p>5 ---</p> <p>6 (It is hereby stipulated and agreed by</p> <p>7 and among counsel that the filing,</p> <p>8 sealing, and certification are waived;</p> <p>9 and that all objections, except as to the form</p> <p>10 of the question, are reserved until the time</p> <p>11 of trial.)</p> <p>12 ---</p> <p>13 CURTIS SAMPSON, after having</p> <p>14 been first duly sworn, was examined and</p> <p>15 testified as follows:</p> <p>16 ---</p> <p>17 MR. UREVICK-ACKELSBURG: This</p> <p>18 can be on the record.</p> <p>19 I don't think, just very</p> <p>20 practically, the medical records are going</p> <p>21 to be a big deal. Also, let's just have a</p> <p>22 conversation about them, you know, when</p> <p>23 this is over. I think that, you know, I</p> <p>24 want to avoid a lot of paper about</p>	<p>1 speaking at a time. If you wait until I finish</p> <p>2 asking my question, I'll also endeavor to wait until</p> <p>3 you finish answering my question before I ask</p> <p>4 another question.</p> <p>5 Is that all right?</p> <p>6 A Okay. I will.</p> <p>7 Q If you need to take a break at any time,</p> <p>8 please let us know. We can certainly accommodate</p> <p>9 you.</p> <p>10 A All right.</p> <p>11 Q Can you please give me your full name?</p> <p>12 A Curtis Hiking, H-I-K-I-N-G, Sampson,</p> <p>13 S-A-M-P-S-O-N.</p> <p>14 Q How old are you?</p> <p>15 A Thirty-two.</p> <p>16 Q Where do you live, the address?</p> <p>17 A 4512 North 4th Street, Philadelphia, PA</p> <p>18 19120.</p> <p>19 Q Your wife testified earlier that she lives</p> <p>20 with you.</p> <p>21 Do you live with your wife at that</p> <p>22 address?</p> <p>23 A Yes.</p> <p>24 Q The six individuals that she listed that</p>
Page 6	Page 8
<p>1 something that I think can be avoided.</p> <p>2 MS. CLEMM: Sure.</p> <p>3 MR. UREVICK-ACKELSBURG: Very</p> <p>4 quickly, there's no -- you know, it's an</p> <p>5 easily solvable issue. Okay.</p> <p>6 ---</p> <p>7 EXAMINATION</p> <p>8 ---</p> <p>9 BY MS. CLEMM</p> <p>10 Q Good afternoon.</p> <p>11 A Good afternoon.</p> <p>12 Q Mr. Sampson, you were present for your</p> <p>13 wife's deposition today; is that correct?</p> <p>14 A Yes.</p> <p>15 Q Have you ever been deposed before?</p> <p>16 A No.</p> <p>17 Q I'm just going to give you a couple of</p> <p>18 instructions that I gave your wife as well.</p> <p>19 When you're answering a question,</p> <p>20 it's important that you keep all of your responses</p> <p>21 verbal so the court reporter can get them down.</p> <p>22 Also, it's important that we each speak one at a</p> <p>23 time for purposes of clarity of the record and for</p> <p>24 the court reporter so she can take down one person</p>	<p>1 are under 21, they live with you as well?</p> <p>2 A Yes.</p> <p>3 Q Janiyah Wood and Hakeem Sampson are your</p> <p>4 biological children?</p> <p>5 A Along with Haneef Sampson and Honesty</p> <p>6 Sampson.</p> <p>7 Q Hakeem Sampson and Honesty Sampson are</p> <p>8 your children?</p> <p>9 A And Janiyah Wood.</p> <p>10 Q And Janiyah Wood?</p> <p>11 A Yes.</p> <p>12 Q Please go through your educational history</p> <p>13 from high school to the present?</p> <p>14 A 11th grade.</p> <p>15 Q Any certifications or further education</p> <p>16 after that?</p> <p>17 A No.</p> <p>18 Q Please go through your work history from</p> <p>19 high school to the present?</p> <p>20 A Wendy's.</p> <p>21 Q Job titles as well?</p> <p>22 A Cashier/grill man.</p> <p>23 Q Slash what?</p> <p>24 A Grill man.</p>

Curtis Sampson

Page 9	Page 11
<p>1 Q Okay.</p> <p>2 A Gwynedd Square Nursing Home, dietary aide,</p> <p>3 cook supervisor. And I'm going to say like</p> <p>4 under-the-table jobs, but, you know, they are under</p> <p>5 the table. That's the only two jobs that I had.</p> <p>6 Q What kind of under-the-table jobs?</p> <p>7 A Landscaping.</p> <p>8 Q I'll work back from now.</p> <p>9 You are currently live at 5412 North</p> <p>10 4th Street --</p> <p>11 A Yes.</p> <p>12 Q -- 19120. It might be easier -- how long</p> <p>13 have you lived with Ms. Martin?</p> <p>14 A From when?</p> <p>15 Q When did you two first move in together at</p> <p>16 any address?</p> <p>17 A I'm going to say when we signed the lease</p> <p>18 is when I when -- I officially -- I'm not sure when</p> <p>19 I signed the lease.</p> <p>20 Q Was that at the 1916 Clarence Street</p> <p>21 address?</p> <p>22 A Yes.</p> <p>23 Q Did you two live together prior to that?</p> <p>24 A No.</p>	<p>1 Does that sound correct?</p> <p>2 A Yes.</p> <p>3 Q Did you pay -- you, personally, pay rent</p> <p>4 at the 1142 Rosalie Street address?</p> <p>5 A Yes.</p> <p>6 Q Were you ever late on your rental payments</p> <p>7 at that property?</p> <p>8 A I mean, no.</p> <p>9 Q Did you ever miss a rental payment at that</p> <p>10 property?</p> <p>11 A No.</p> <p>12 MR. UREVICK-ACKELSBERG: I'm</p> <p>13 going to object to the relevance of these</p> <p>14 questions.</p> <p>15 Continue.</p> <p>16 BY MS. CLEMM</p> <p>17 Q Were you ever evicted from that property?</p> <p>18 A No. Now are you saying as far as me?</p> <p>19 Like I said, that was my parents' house.</p> <p>20 Q You, personally?</p> <p>21 A No.</p> <p>22 Q Did the landlord ever sue you for any</p> <p>23 reason?</p> <p>24 A No.</p>
Page 10	Page 12
<p>1 Q Where did you live prior to 1916 Clarence</p> <p>2 Street?</p> <p>3 A 1142 Rosalie Street, Philadelphia, PA</p> <p>4 19149.</p> <p>5 Q Do you remember who was the landlord of</p> <p>6 that?</p> <p>7 A No. Actually, my parents -- well, my mom</p> <p>8 and her husband was owning -- renting to own the</p> <p>9 house, so I'm not sure.</p> <p>10 Q Where did you live prior to 1142 Rosalie</p> <p>11 Street?</p> <p>12 A 6551 Bouvier Street.</p> <p>13 Q Say that again.</p> <p>14 A 6551 North Bouvier, B-O-U-V-I-E-R, Street</p> <p>15 Philadelphia, PA 19120.</p> <p>16 Q What time period did you live at the 1142</p> <p>17 Rosalie Street?</p> <p>18 A I'm going to say back in my high school</p> <p>19 days. 2002, if I'm not mistaken to 2011 or '12, I'm</p> <p>20 not sure.</p> <p>21 Q Did you live at the Rosalie Street address</p> <p>22 until you moved in with Ms. Martin?</p> <p>23 A Yes.</p> <p>24 Q Would that have been 2014?</p>	<p>1 Q Did you ever see the landlord for any</p> <p>2 reason?</p> <p>3 A No.</p> <p>4 Q When you moved in to 1916 Clarence Street</p> <p>5 with Ms. Martin, did you have any dealings with the</p> <p>6 landlord or was that primarily Ms. Martin's role?</p> <p>7 A I had some run-ins with the landlord, but</p> <p>8 that was primarily Ms. Martin's role.</p> <p>9 Q Ms. Martin testified there was an original</p> <p>10 landlord in 2014, and at some point that changed and</p> <p>11 became Argentina.</p> <p>12 Is that your understanding as well?</p> <p>13 A Yes.</p> <p>14 Q Did you have any direct contact with the</p> <p>15 original landlord?</p> <p>16 A As far as Angie, Ms. Angie Martinez?</p> <p>17 Q The landlord prior to her.</p> <p>18 A No.</p> <p>19 Q Did you have any direct dealings with</p> <p>20 Argentina?</p> <p>21 A I had direct contact with her -- what you</p> <p>22 call him before -- the guy that she was dealing</p> <p>23 with.</p> <p>24 Q Her agent?</p>

3 (Pages 9 to 12)

Curtis Sampson

Page 13	Page 15
<p>1 A Her agent.</p> <p>2 Q When was the first time that you had</p> <p>3 direct dealings with him?</p> <p>4 A When he came with the lease.</p> <p>5 Q Was there a new lease that you signed when</p> <p>6 Argentina took over as landlord?</p> <p>7 A Yes.</p> <p>8 Q Do you remember the start date of that</p> <p>9 lease?</p> <p>10 A No. I'm not sure.</p> <p>11 Q Do you remember, approximately? Was it</p> <p>12 like summer of --</p> <p>13 A Say it could be in between the spring</p> <p>14 going into the summer, like the end of the spring</p> <p>15 going into the summer.</p> <p>16 Q Of 2016?</p> <p>17 A Yes.</p> <p>18 Q I'll represent to you that in your</p> <p>19 complaint it stated that Ms. -- that Argentina</p> <p>20 bought the property in April of 2016. So was your</p> <p>21 lease around May or June of 2016?</p> <p>22 A Yes.</p> <p>23 Q Beginning in April, April of 2016, when</p> <p>24 was the first time that you directly dealt with</p>	<p>1 out to try and fix those problems?</p> <p>2 A Yes. At one point, yes.</p> <p>3 Q Was that at some time in the summer of</p> <p>4 2016 or late spring?</p> <p>5 A I'm going to say when we first signed the</p> <p>6 lease -- when we first signed the lease is when they</p> <p>7 actually was trying to fix the house up. But then,</p> <p>8 you know, when they was done, as far as them trying</p> <p>9 to collect the money, they just stopped -- stopped</p> <p>10 working on the house. And, you know, it was still,</p> <p>11 you know, some -- some stuff that wasn't fixed in</p> <p>12 the house.</p> <p>13 Q Ms. Martin testified earlier that this</p> <p>14 occurred within the first 30 days of you signing the</p> <p>15 lease.</p> <p>16 Does that sound correct?</p> <p>17 A Yes. It sounds correct.</p> <p>18 Q What problems remained in the first 30</p> <p>19 days?</p> <p>20 A Well, the heat, the window, the sinks, the</p> <p>21 outlets, everything was still mediocre. They would</p> <p>22 come, say they fixed it, but, you know, they really</p> <p>23 didn't come and fix it.</p> <p>24 They would come, look at it, and then</p>
Page 14	Page 16
<p>1 either Argentina or her agent?</p> <p>2 A When rent was due.</p> <p>3 Q That would have been the 1st of the month,</p> <p>4 either May or June?</p> <p>5 A Yes.</p> <p>6 Q At that time, was it Argentina or her</p> <p>7 agent who you spoke with?</p> <p>8 A Her agent.</p> <p>9 Q Did you indicate to her agent that there</p> <p>10 were any issues with the house?</p> <p>11 A Yes.</p> <p>12 Q What was the substance of that</p> <p>13 conversation?</p> <p>14 A I was telling him about, you know, the</p> <p>15 heat, the outlets on the -- the outlets, the sinks,</p> <p>16 the cracked window in the front, the leaky roof in</p> <p>17 the back, the windows that was in, the kitchen</p> <p>18 windows. Also -- also, the little rain drops in</p> <p>19 front of -- in front of the house, the living room,</p> <p>20 like little leaks in front of the living room.</p> <p>21 Q Anything else?</p> <p>22 A That's all I can remember.</p> <p>23 Q After you spoke with Argentina's agent in</p> <p>24 May or June of 2016, did he or Argentina send anyone</p>	<p>1 they leave out and say it's fixed. Then when you</p> <p>2 try to plug the outlet back in or plug something</p> <p>3 into the outlet, it goes back out.</p> <p>4 I was like, did you all fix it or</p> <p>5 not.</p> <p>6 Q This was regarding all of the problems</p> <p>7 that you told me about, the heat, the outlets, the</p> <p>8 sinks, all of those problems?</p> <p>9 A Yes.</p> <p>10 Q Was anything fixed in the first 30 days?</p> <p>11 A I'm going to say that, if I'm not mistaken</p> <p>12 -- I'm not sure. I don't think -- I don't think so.</p> <p>13 Q After the first 30 days, in the summer of</p> <p>14 2016, did you have any -- you, personally, have any</p> <p>15 direct contact with either the landlord or her</p> <p>16 agent?</p> <p>17 A No. Only when they come and get the rent</p> <p>18 money.</p> <p>19 Q Did you talk to them or did Ms. Martin</p> <p>20 talk to them?</p> <p>21 A Sometimes, she'll talk to them.</p> <p>22 Sometimes, if I'm there, then I talk to them.</p> <p>23 Q When was the second time that you talked</p> <p>24 to them?</p>

4 (Pages 13 to 16)

Curtis Sampson

Page 17	Page 19
<p>1 A I'm going to say when they came to collect</p> <p>2 the rent is when -- is when I talked to them again</p> <p>3 and told them about the problems that haven't been</p> <p>4 fixed.</p> <p>5 Q Was that sometime in the summer of 2016?</p> <p>6 A I'm not sure.</p> <p>7 Q From April 2016 to September 1, 2016,</p> <p>8 approximately, how many times had you, personally,</p> <p>9 contacted the landlord and/or her agent regarding</p> <p>10 issues in the home?</p> <p>11 A I'm not sure. I'm going to say --</p> <p>12 MR. UREVICK-ACKELSBERG: Don't</p> <p>13 guess.</p> <p>14 MS. CLEMM: Please don't guess.</p> <p>15 If you can give me an approximation, you</p> <p>16 can. But if you don't --</p> <p>17 THE WITNESS: Yeah. I'm not</p> <p>18 sure.</p> <p>19 BY MS. CLEMM</p> <p>20 Q Did Ms. Martin primarily contact the</p> <p>21 landlord regarding the issues in the house?</p> <p>22 A Yes.</p> <p>23 Q If you could give me an estimation of</p> <p>24 about, a percentage of how many times Ms. Martin</p>	<p>1 What was the first date you gave</p> <p>2 him?</p> <p>3 MS. CLEMM: 2014, when he moved</p> <p>4 in to the property.</p> <p>5 MR. UREVICK-ACKELSBERG: I</p> <p>6 thought -- he testified that he moved in</p> <p>7 in 2016 to the property, I thought.</p> <p>8 THE WITNESS: Right.</p> <p>9 MS. CLEMM: I thought you had</p> <p>10 told me you lived Rosalie Street until</p> <p>11 2014 when you moved into 1916?</p> <p>12 THE WITNESS: No. No.</p> <p>13 BY MS. CLEMM</p> <p>14 Q So it wasn't 2014?</p> <p>15 A Whenever we signed -- if we signed that</p> <p>16 lease -- I'm not sure. I don't -- we signed that</p> <p>17 lease in 2000 and -- I think 2015. That's when we</p> <p>18 signed the lease, the new lease.</p> <p>19 MR. UREVICK-ACKELSBERG: Just so</p> <p>20 the record is clear, are you saying you</p> <p>21 moved in right around the time when you</p> <p>22 signed the new lease with Argentina,</p> <p>23 whenever that is --</p> <p>24 THE WITNESS: Yes.</p>
Page 18	Page 20
<p>1 contacted the landlord as opposed to you, could you</p> <p>2 give me that? Did she do it 90 percent of the time</p> <p>3 and you did it 10 percent or was it 50/50?</p> <p>4 A Say like 65 percent of the time.</p> <p>5 Q She would contact them?</p> <p>6 A Yes.</p> <p>7 Q From the time you rented 1916 Clarence</p> <p>8 Street in 2014 to April of 2016, were you ever</p> <p>9 delinquent or late in your rent payments to the</p> <p>10 original landlord?</p> <p>11 MR. UREVICK-ACKELSBERG:</p> <p>12 Objection.</p> <p>13 THE WITNESS: I wasn't there.</p> <p>14 When did you say?</p> <p>15 BY MS. CLEMM</p> <p>16 Q 2014 to August of -- I'm sorry -- April of</p> <p>17 2016.</p> <p>18 A Can you repeat that question again?</p> <p>19 Q Sure.</p> <p>20 From 2014, when you moved into 1916</p> <p>21 Clarence Street to April 2016, were you ever late on</p> <p>22 any of your rent payments?</p> <p>23 MR. UREVICK-ACKELSBERG: I'm</p> <p>24 sorry. Maybe my mind is wandering.</p>	<p>1 MR. UREVICK-ACKELSBERG: -- is</p> <p>2 around the time that you moved in?</p> <p>3 THE WITNESS: Yes.</p> <p>4 BY MS. CLEMM</p> <p>5 Q Had Ms. Martin been living in the house</p> <p>6 before you moved in --</p> <p>7 A Yes.</p> <p>8 Q -- by herself before you moved in?</p> <p>9 A Yes.</p> <p>10 Q You lived at the Rosalie Street address</p> <p>11 prior to moving in with Ms. Martin?</p> <p>12 A Yes.</p> <p>13 Q In 2016, in April, May, June of 2016, when</p> <p>14 you signed the new lease, that's when moved into</p> <p>15 1916 Clarence?</p> <p>16 A Right.</p> <p>17 Q Okay. Got it. Thank you.</p> <p>18 When you moved in and signed the new</p> <p>19 lease, were you aware that Argentina was your</p> <p>20 landlord?</p> <p>21 A No.</p> <p>22 Q Who did you think was your landlord?</p> <p>23 A Her agent. Is that her agent?</p> <p>24 Q Do you remember who the written lease was</p>

Curtis Sampson

Page 21	Page 23
<p>1 between?</p> <p>2 A Meaning? No, I'm not sure.</p> <p>3 Q Do you remember the amount of rent that</p> <p>4 was due each month under the written lease?</p> <p>5 A I do remember the conversation we had</p> <p>6 about -- about that, yes, I do.</p> <p>7 Q How much monthly rent was due?</p> <p>8 A We had a conversation with the agent</p> <p>9 stating \$700 until he fixed the house. January of</p> <p>10 2017, he was -- the rent was going to go up to 750</p> <p>11 when the house was going to be finished. That's</p> <p>12 when we agreed on paying the 750 in January of 2016,</p> <p>13 2017.</p> <p>14 Q From April, May, June of 2016, to December</p> <p>15 -- or to September 1, 2016, how much rent were you</p> <p>16 paying a month?</p> <p>17 A \$700.</p> <p>18 Q Was there a late charge associated with</p> <p>19 any of those payments if you were to make a late</p> <p>20 payment?</p> <p>21 MR. UREVICK-ACKELSBERG:</p> <p>22 Objection.</p> <p>23 I'm not sure what that question</p> <p>24 asks.</p>	<p>1 her agent?</p> <p>2 A I said to her agent that the roof was</p> <p>3 leaking, that the outlets was still a little messed</p> <p>4 up, that the sinks wasn't working right, that the</p> <p>5 window had a crack in it, that the kitchen window</p> <p>6 also was letting in a whole lot of air.</p> <p>7 That's all I can remember.</p> <p>8 Q Also, sometime either prior to when the</p> <p>9 September 1st, 2016 rent was due, did you indicate</p> <p>10 to the landlord that you would be withholding rent?</p> <p>11 A No. That was my -- no.</p> <p>12 Q Did Ms. Martin tell that to the landlord?</p> <p>13 A Yes. We had a discussion on that, yes.</p> <p>14 Q Did you have any conversations with the</p> <p>15 landlord or the landlord's agent after Ms. Martin</p> <p>16 indicated to them that you two would be withholding</p> <p>17 rent regarding that withheld rent?</p> <p>18 A No.</p> <p>19 Q When you moved in to 1916 Clarence Street,</p> <p>20 were you provided with a Certificate of Rental</p> <p>21 Suitability issued by the Department of Licenses and</p> <p>22 Inspections?</p> <p>23 A Like I said, that house is, like,</p> <p>24 mortgaged, so we wasn't...</p>
Page 22	Page 24
<p>1 If you understand, you can</p> <p>2 answer.</p> <p>3 THE WITNESS: Repeat the</p> <p>4 question again.</p> <p>5 BY MS. CLEMM</p> <p>6 Q Sure.</p> <p>7 If you were late on a rental payment</p> <p>8 under the lease, was there a late charge associated</p> <p>9 with lease?</p> <p>10 A I'm not sure.</p> <p>11 Q Do you remember ever paying a late charge?</p> <p>12 A I think -- no.</p> <p>13 Q You don't remember or you didn't pay?</p> <p>14 A I don't remember paying a late charge.</p> <p>15 Q Prior to April, May, or June of 2016, when</p> <p>16 you moved into the 1916 Clarence Street property,</p> <p>17 had Mr. Levy and/or his law firm ever contacted you?</p> <p>18 A No.</p> <p>19 Q In September 2016, did you contact the</p> <p>20 landlord regarding any issues in your home?</p> <p>21 A I'm sorry. Repeat that date again.</p> <p>22 Q September 2016.</p> <p>23 A Yes.</p> <p>24 Q What did you say to the landlord and/or</p>	<p>1 Q For the 1916 Clarence Street property,</p> <p>2 when you moved --</p> <p>3 A No. No. No. No. I'm sorry.</p> <p>4 Q You didn't receive one?</p> <p>5 A Nope.</p> <p>6 Q With regard to the 1916 Clarence Street</p> <p>7 property, were you provided with a copy of the</p> <p>8 Owner's Attestation to the Suitability of the</p> <p>9 Dwelling Unit?</p> <p>10 A Nope.</p> <p>11 Q Regarding 1916 Clarence Street, were you</p> <p>12 provided with a City of Philadelphia Partners for</p> <p>13 Good Housing Handbook?</p> <p>14 A No.</p> <p>15 Q In September 2016, were you contacted at</p> <p>16 any time by Mr. Levy and/or his firm?</p> <p>17 A Repeat that. Repeat that date again.</p> <p>18 Q September 2016.</p> <p>19 A No.</p> <p>20 Q In October 2016, were you contacted by</p> <p>21 Mr. Levy and/or his firm?</p> <p>22 A I'm not sure.</p> <p>23 Q There was a Fair Housing Complaint that</p> <p>24 was filed on October 14, 2016 by Ms. Martin.</p>

6 (Pages 21 to 24)

Curtis Sampson

Page 25	Page 27
<p>1 Did you also file that complaint?</p> <p>2 A I'm not sure.</p> <p>3 Q Did your name appear anywhere on the</p> <p>4 complaint?</p> <p>5 A I'm not sure.</p> <p>6 Q Did you show up for any of the hearings</p> <p>7 regarding that complaint?</p> <p>8 A No, I did not.</p> <p>9 Q Did you contact the Fair Housing</p> <p>10 Administration at any point regarding that</p> <p>11 complaint?</p> <p>12 A No, I did not.</p> <p>13 Q Did you contact the Department of the</p> <p>14 Licenses and Inspections at any time from</p> <p>15 September 2016 to October 2016?</p> <p>16 A No, I did not.</p> <p>17 Q Were aware of any outstanding violations</p> <p>18 issued by the Department of Licenses and Inspections</p> <p>19 in 2014 regarding this property?</p> <p>20 A No, I did not.</p> <p>21 MR. UREVICK-ACKELSBERG: Was he</p> <p>22 aware of violations in 2014 or --</p> <p>23 MS. CLEMM: From.</p> <p>24 MR. UREVICK-ACKELSBERG: --</p>	<p>1 MR. UREVICK-ACKELSBERG: Just</p> <p>2 make sure you look all the way through it.</p> <p>3 BY MS. CLEMM</p> <p>4 Q Have you ever seen this document before?</p> <p>5 A This document right here? Yes, I have.</p> <p>6 Q Did you receive a copy of this letter on</p> <p>7 or about November 7, 2016?</p> <p>8 A I'm not sure when I seen the letter. I</p> <p>9 know seen [sic] this letter.</p> <p>10 Q Do you remember seeing the letter sometime</p> <p>11 in November of 2016?</p> <p>12 A No, I'm not sure.</p> <p>13 Q Were you aware, in November of 2016, that</p> <p>14 this letter had been sent to you and the letter</p> <p>15 indicates -- I'm sorry. Scratch that.</p> <p>16 Were you aware in November of 2016</p> <p>17 that Mr. Levy's firm on behalf of the landlord had</p> <p>18 sent a letter indicating that you had 20 days to</p> <p>19 vacate the premises?</p> <p>20 A No, I'm not sure.</p> <p>21 Q Were you aware in November 2016 that there</p> <p>22 was an issue regarding you and Ms. Martin vacating</p> <p>23 the premises at 1916 Clarence Street?</p> <p>24 A Yes.</p>
Page 26	Page 28
<p>1 violations had been issued in 2014?</p> <p>2 MS. CLEMM: Had been issued in</p> <p>3 2014.</p> <p>4 THE WITNESS: I'm sorry. Repeat</p> <p>5 that question again.</p> <p>6 BY MS. CLEMM</p> <p>7 Q In September of 2016, September and</p> <p>8 October 2016, were you aware that there were</p> <p>9 outstanding violations that had been issued by the</p> <p>10 Department of Licenses and Inspections regarding the</p> <p>11 1916 Clarence Street property which had been issued</p> <p>12 in 2014?</p> <p>13 A You're talking about the one that was</p> <p>14 issued in 2014, did I have any -- no, I did not.</p> <p>15 Q In October of 2014, were you aware that</p> <p>16 the Department of Licenses and Inspections had</p> <p>17 issued another set of code violations regarding 1916</p> <p>18 Clarence Street?</p> <p>19 A No, I did not.</p> <p>20 Q Mr. Sampson, I'm going to show you a</p> <p>21 document that was previously marked as D-1 to</p> <p>22 Ms. Martin's deposition.</p> <p>23 Could you take a look at that and let</p> <p>24 me know when you're done?</p>	<p>1 Q How did you become aware of that issue?</p> <p>2 A Me and my wife was sitting down talking</p> <p>3 about the fact that -- the matter of -- this matter</p> <p>4 right here, that's how like I knew.</p> <p>5 Q That was in November of 2016?</p> <p>6 A If I'm not sure. It could have been. I'm</p> <p>7 not sure.</p> <p>8 Q Were you also aware, at that time, when</p> <p>9 you became aware of the 20-day Notice to Vacate,</p> <p>10 that according to this letter, you had 20 days after</p> <p>11 receiving this notice to dispute the validity of the</p> <p>12 debt by contacting Mr. Levy's office?</p> <p>13 MR. UREVICK-ACKELSBERG:</p> <p>14 Objection. You may answer, if you</p> <p>15 understand it.</p> <p>16 THE WITNESS: No. I don't</p> <p>17 understand it.</p> <p>18 BY MS. CLEMM</p> <p>19 Q Were you aware in November 2016 there was</p> <p>20 -- that Mr. Levy, on behalf of the landlord, had</p> <p>21 sent a letter or had indicated to you that you had</p> <p>22 20 days after receiving this notice to contact his</p> <p>23 firm regarding the validity of the debt stated in</p> <p>24 this letter.</p>

7 (Pages 25 to 28)

Curtis Sampson

Page 29	Page 31
<p>1 A I wasn't sure.</p> <p>2 Q Did you contact Mr. Levy and/or his firm</p> <p>3 in November 2017 regarding 1916 Clarence Street?</p> <p>4 A No.</p> <p>5 MR. UREVICK-ACKELSBERG: For the</p> <p>6 record, I think you mean November 7, 2016</p> <p>7 but you said November 2017.</p> <p>8 MS. CLEMM: Yes. November 7,</p> <p>9 2016.</p> <p>10 THE WITNESS: No.</p> <p>11 BY MS. CLEMM</p> <p>12 Q After you received this letter, did you at</p> <p>13 some point, retain a lawyer in connection with the</p> <p>14 issues raised in this letter?</p> <p>15 MR. UREVICK-ACKELSBERG: Just,</p> <p>16 you're going to answer that question, but</p> <p>17 as you heard me say to Ms. Martin, you can</p> <p>18 talk about the fact that you had a lawyer,</p> <p>19 but don't talk about any discussions with</p> <p>20 me with -- just, you know, no substance of</p> <p>21 conversations or what you told me or I</p> <p>22 told you, anything like that. Okay?</p> <p>23 But you can answer that</p> <p>24 question, whether you, in fact, hired a</p>	<p>1 admissions with the second transcript,</p> <p>2 just so I know the record is clear?</p> <p>3 MS. CLEMM: I was just going to</p> <p>4 use Ms. Martin's -- continue to use</p> <p>5 Ms. Martin's deposition exhibits.</p> <p>6 BY MS. CLEMM</p> <p>7 Q Have you ever seen this document before?</p> <p>8 A No.</p> <p>9 Q Were you involved at all in the Fair</p> <p>10 Housing Commission Complaint that was filed by</p> <p>11 Ms. Martin on October 14, 2016?</p> <p>12 MR. UREVICK-ACKELSBERG:</p> <p>13 Objection to characterization of involved</p> <p>14 at all.</p> <p>15 BY MS. CLEMM</p> <p>16 Q Did you appear for court appearances?</p> <p>17 A No.</p> <p>18 Q Were you in contact with your attorney</p> <p>19 regarding the Fair Housing Administration Complaint</p> <p>20 in October 2014?</p> <p>21 MR. UREVICK-ACKELSBERG: October</p> <p>22 2014?</p> <p>23 MS. CLEMM: 2016. Sorry.</p> <p>24 THE WITNESS: I don't remember.</p>
Page 30	Page 32
<p>1 lawyer.</p> <p>2 THE WITNESS: What was the</p> <p>3 question again?</p> <p>4 BY MS. CLEMM</p> <p>5 Q After you received this letter sometime in</p> <p>6 November 2016, did you at some point hire a lawyer</p> <p>7 in connection with the issues raised in this letter?</p> <p>8 A Yes.</p> <p>9 Q When did you hire a lawyer?</p> <p>10 A I'm not sure. I'm not sure when.</p> <p>11 Q Was it prior to the Landlord/Tenant</p> <p>12 hearing that was scheduled in early December 2016?</p> <p>13 A I'm not sure.</p> <p>14 Q I'm going to show you a document that was</p> <p>15 marked D-3 to Ms. Martin's deposition.</p> <p>16 Could you take a look at that and let</p> <p>17 me know when you're finished?</p> <p>18 MR. UREVICK-ACKELSBERG: For</p> <p>19 numbering purposes, are you -- assuming</p> <p>20 that we are not going to put these back</p> <p>21 into evidence, we'll just cross-reference</p> <p>22 them back to hers? Or are you admitting</p> <p>23 them?</p> <p>24 How are we going to do</p>	<p>1 BY MS. CLEMM</p> <p>2 Q Did you know that there was a Fair Housing</p> <p>3 Complaint that had been filed by your wife on</p> <p>4 October 14, 2016?</p> <p>5 A Yes.</p> <p>6 Q But Ms. Martin was primarily involved in</p> <p>7 that complaint?</p> <p>8 A Yes.</p> <p>9 Q Did you receive a copy of the</p> <p>10 Landlord/Tenant Complaint regarding 1916 Clarence</p> <p>11 Street?</p> <p>12 A I'm not sure.</p> <p>13 Q Do you remember receiving or being served</p> <p>14 with the Landlord/Tenant Complaint in November of</p> <p>15 2017?</p> <p>16 A No, I'm not sure.</p> <p>17 MR. UREVICK-ACKELSBERG: He's</p> <p>18 looking at this license. I just want to</p> <p>19 take that back.</p> <p>20 I don't know if you want to show</p> <p>21 him the complaint, but...</p> <p>22 BY MS. CLEMM</p> <p>23 Q Would it be helpful if I showed you the</p> <p>24 complaint?</p>

8 (Pages 29 to 32)

Curtis Sampson

Page 33	Page 35
<p>1 A Yes.</p> <p>2 Q This document was marked as D-2 at</p> <p>3 Ms. Martin's deposition.</p> <p>4 Can you take a look at that and let</p> <p>5 me know when you're done.</p> <p>6 A Okay.</p> <p>7 Q Have you ever seen that document before?</p> <p>8 A Yes.</p> <p>9 Q When was the first time that you saw that</p> <p>10 document?</p> <p>11 A I can't recall a time frame on that, but I</p> <p>12 remember me seeing this.</p> <p>13 Q Do you remember being served with a copy</p> <p>14 of that complaint by someone?</p> <p>15 A No, I don't remember.</p> <p>16 Q Do you remember how you received the</p> <p>17 complaint?</p> <p>18 A No. I seen that in the house, but I</p> <p>19 don't...</p> <p>20 Q This complaint, I'll represent to you the</p> <p>21 Court scheduled for a Landlord/Tenant hearing on</p> <p>22 December 7, 2016.</p> <p>23 Did you appear at that December 7,</p> <p>24 2016 hearing?</p>	<p>1 going to object. In terms of our</p> <p>2 meetings, again, you can say about the</p> <p>3 fact of our of meetings. And if you don't</p> <p>4 know exactly when they occurred, that's</p> <p>5 fine.</p> <p>6 But just don't disclose any</p> <p>7 specific information about the content of</p> <p>8 them.</p> <p>9 THE WITNESS: I'm not sure.</p> <p>10 BY MS. CLEMM</p> <p>11 Q You're not sure if you met with your</p> <p>12 attorney between December 7, 2016 and January 20,</p> <p>13 2017?</p> <p>14 A Yes.</p> <p>15 Q Do you remember, did you call your</p> <p>16 attorney or did your attorney call you between</p> <p>17 December 7, 2016 and January 20, 2017 regarding --</p> <p>18 or not regarding -- did you have any communications</p> <p>19 with your attorney during that time.</p> <p>20 Again, not the substance, just</p> <p>21 whether you contacted or were contacted by your</p> <p>22 attorney?</p> <p>23 MR. UREVICK-ACKELSBERG: Again,</p> <p>24 only if you know, if you remember.</p>
Page 34	Page 36
<p>1 A No.</p> <p>2 Q Were you involved -- did you -- again, I</p> <p>3 don't want to know the substance of the</p> <p>4 conversations you had with your attorney.</p> <p>5 Did you meet with -- you, personally,</p> <p>6 meet with your attorney prior to December 7, 2016</p> <p>7 regarding the Landlord/Tenant Complaint?</p> <p>8 A No.</p> <p>9 Q There was a Fair Housing Commission</p> <p>10 hearing on December 20, 2016.</p> <p>11 Did you appear at this December 20,</p> <p>12 2016 Fair Housing Commission hearing?</p> <p>13 A No.</p> <p>14 Q The Landlord/Tenant hearing was continued</p> <p>15 to sometime around January 20, 2017.</p> <p>16 Did you appear at the January 20,</p> <p>17 2017 Landlord/Tenant hearing?</p> <p>18 A No.</p> <p>19 Q Again, I don't want to know the substance</p> <p>20 of the conversations, but did you meet with your</p> <p>21 attorney regarding the Landlord/Tenant Complaint</p> <p>22 sometime between December 7, 2016 and January 20,</p> <p>23 2017?</p> <p>24 MR. UREVICK-ACKELSBERG: I'm</p>	<p>1 THE WITNESS: I'm not sure.</p> <p>2 BY MS. CLEMM</p> <p>3 Q Did you participate at all in any meetings</p> <p>4 with your attorney?</p> <p>5 MR. UREVICK-ACKELSBERG:</p> <p>6 Objection.</p> <p>7 Are you asking whether we have</p> <p>8 ever met?</p> <p>9 MS. CLEMM: Met, spoken with,</p> <p>10 participated in your meetings.</p> <p>11 MR. UREVICK-ACKELSBERG: Well, I</p> <p>12 mean, obviously, we met.</p> <p>13 THE WITNESS: Yes.</p> <p>14 BY MS. CLEMM</p> <p>15 Q When did you meet with your attorney?</p> <p>16 MR. UREVICK-ACKELSBERG: If you</p> <p>17 don't remember the date.</p> <p>18 THE WITNESS: Yes. I don't</p> <p>19 remember the date.</p> <p>20 BY MS. CLEMM</p> <p>21 Q Around what time period did you first meet</p> <p>22 with your attorney?</p> <p>23 A I'm not sure.</p> <p>24 Q In September 2016, did Mr. Levy and/or his</p>

Curtis Sampson

Page 37	Page 39
<p>1 firm contact you?</p> <p>2 A I'm sorry. Say that date again.</p> <p>3 Q September 2016.</p> <p>4 A Did he ever do what? Contact? I'm not</p> <p>5 sure.</p> <p>6 Q In October 2016, did Mr. Levy and/or his</p> <p>7 firm ever contact you?</p> <p>8 A No.</p> <p>9 Q In November of 2016, did Mr. Levy and/or</p> <p>10 his firm ever contact you?</p> <p>11 MR. UREVICK-ACKELSBURG:</p> <p>12 Objection.</p> <p>13 MS. CLEMM: What's the</p> <p>14 objection?</p> <p>15 MR. UREVICK-ACKELSBURG: Well,</p> <p>16 first of all, what do you mean by contact.</p> <p>17 Do you mean whether he sent them</p> <p>18 a Landlord/Tenant Complaint. Whether he</p> <p>19 called them?</p> <p>20 MS. CLEMM: Any of those things.</p> <p>21 BY MS. CLEMM</p> <p>22 Q Do you understand what contact means?</p> <p>23 A Yeah.</p> <p>24 MR. UREVICK-ACKELSBURG: We have</p>	<p>1 take a quick break. All right?</p> <p>2 I want to get this going. Let's</p> <p>3 just take a quick break.</p> <p>4 ---</p> <p>5 (At this time, a recess was</p> <p>6 taken.)</p> <p>7 ---</p> <p>8 BY MS. CLEMM</p> <p>9 Q Were you contacted by Mr. Levy and/or his</p> <p>10 firm at any time from September 2016 to December</p> <p>11 2016?</p> <p>12 A No.</p> <p>13 MR. UREVICK-ACKELSBURG: Object</p> <p>14 to the form of contact. Form of the</p> <p>15 question is what you're asking by term</p> <p>16 contact.</p> <p>17 THE WITNESS: Like as far as,</p> <p>18 like, paperwork or -- is that what you're</p> <p>19 talking about?</p> <p>20 MS. CLEMM: At all.</p> <p>21 BY MS. CLEMM</p> <p>22 Q Did he call you or send you a letter or</p> <p>23 did he --</p> <p>24 MR. UREVICK-ACKELSBURG:</p>
Page 38	Page 40
<p>1 in the record when --</p> <p>2 MS. CLEMM: He understands what</p> <p>3 contact means.</p> <p>4 MR. UREVICK-ACKELSBURG: We have</p> <p>5 in the record, your client filed a Tenant</p> <p>6 Complaint. He signed a Certificate of</p> <p>7 Servicing --</p> <p>8 He served them, correct?</p> <p>9 MS. CLEMM: I'm asking him what</p> <p>10 he remembers, so...</p> <p>11 BY MS. CLEMM</p> <p>12 Q In November 2017, did Mr. Levy and/or his</p> <p>13 firm contact you?</p> <p>14 MR. UREVICK-ACKELSBURG: Just</p> <p>15 answer if you remember.</p> <p>16 THE WITNESS: No, I don't</p> <p>17 remember.</p> <p>18 BY MS. CLEMM</p> <p>19 Q In December of 2016, did Mr. Levy and/or</p> <p>20 his firm ever contact you?</p> <p>21 A What's the date again?</p> <p>22 Q December 2016.</p> <p>23 A I'm not sure.</p> <p>24 MR. UREVICK-ACKELSBURG: Let's</p>	<p>1 Objection.</p> <p>2 THE WITNESS: If I'm not</p> <p>3 mistaken, it was a letter.</p> <p>4 BY MS. CLEMM</p> <p>5 Q When did you receive the letter?</p> <p>6 A I'm not sure what date it was, but I know</p> <p>7 I received letters.</p> <p>8 Q Was it the November 7, 2016 letter?</p> <p>9 A Yes.</p> <p>10 Q Did you receive any other letters from</p> <p>11 Mr. Levy and/or his firm other than the November 7,</p> <p>12 2016 letter?</p> <p>13 A Not that I can remember. I don't -- I'm</p> <p>14 not sure.</p> <p>15 Q Did you receive any telephone calls from</p> <p>16 Mr. Levy and/or his firm?</p> <p>17 A No.</p> <p>18 Q Did you appear at any of the</p> <p>19 Landlord/Tenant hearings?</p> <p>20 A No.</p> <p>21 Q What, if any, emotional distress did you</p> <p>22 suffer as a result of Mr. Levy and/or his firm</p> <p>23 filing the Landlord/Tenant Complaint?</p> <p>24 A Well, it was like -- it was like, you know</p>

Curtis Sampson

Page 41	Page 43
<p>1 -- can I go take another break? Just -- just -- you</p> <p>2 know, because that question really hit me. I don't</p> <p>3 know if I can take a break or -- just for a minute</p> <p>4 to get my thoughts together, because like a whole</p> <p>5 bunch of stuff is like...</p> <p>6 MR. UREVICK-ACKELSBERG: If you</p> <p>7 need to take a break, take a break.</p> <p>8 MS. CLEMM: Take a break.</p> <p>9 MR. UREVICK-ACKELSBERG: The</p> <p>10 other thing is, you can go splash some</p> <p>11 water on your face. You can sit here and</p> <p>12 take a few minutes. Do whatever you want.</p> <p>13 We will wait in here, so there's</p> <p>14 no question about anything else, but...</p> <p>15 ---</p> <p>16 (At this time, a recess was</p> <p>17 taken.)</p> <p>18 ---</p> <p>19 BY MS. CLEMM</p> <p>20 Q What, if any, emotional distress did you</p> <p>21 suffer as a result of Mr. Levy filing the</p> <p>22 Landlord/Tenant Complaint?</p> <p>23 A I'm going to say it was like -- so ever</p> <p>24 since that incident with Mr. Levy, it was like me</p>	<p>1 you know, a fast pace as we would like because we</p> <p>2 still have kids, two sick babies.</p> <p>3 It was like -- I felt like I</p> <p>4 couldn't, you know -- felt like I couldn't do, you</p> <p>5 know, do the man duties at that time. I was</p> <p>6 stressed. It caused a whole lot of stress.</p> <p>7 Q Based upon your understanding of the</p> <p>8 Landlord/Tenant Complaint, did you feel -- did you</p> <p>9 believe that you would have to vacate the premises?</p> <p>10 A I mean, when you see like, I guess -- I</p> <p>11 guess, when you see stickers at your door, you know,</p> <p>12 like whatever the case may be, like you never know.</p> <p>13 It's like we was just living, I</p> <p>14 guess, day-to-day, like until the end results.</p> <p>15 Q What stickers were on your door?</p> <p>16 A It was that L & I at one point in time.</p> <p>17 An L & I sticker was at the door, you know. That</p> <p>18 was it. Like L & I and, you know, the letters that</p> <p>19 kept getting sent.</p> <p>20 It was like, you know, stress. It's</p> <p>21 like -- like I said, we in the house with six kids,</p> <p>22 you could barely do anything. It's like I felt</p> <p>23 helpless, you know.</p> <p>24 Q Did you at any point make plans to move</p>
Page 42	Page 44
<p>1 and my wife was having sleepless nights, a whole lot</p> <p>2 of tension going on, you know, kids.</p> <p>3 I was feeling helpless, you know,</p> <p>4 because I couldn't maintain nothing for my kids,</p> <p>5 because, you know, once you get these letters, it's</p> <p>6 like stress. That's all you think about is like</p> <p>7 letters and letters.</p> <p>8 My focus wasn't on my kids. I</p> <p>9 couldn't sleep. It was like me and wife would stay</p> <p>10 up late nights bickering back and forth, you know,</p> <p>11 about the complaint of -- Mr. Bart Levy was just --</p> <p>12 at that time, it was like too much.</p> <p>13 Especially when you dealing with a</p> <p>14 whole lot of -- like a whole lot of kids. You can't</p> <p>15 really contain [sic] to the kids, you know. You got</p> <p>16 letters getting sent to you, and you can't focus.</p> <p>17 I was like losing sleep.</p> <p>18 Q What did you and your wife talk about</p> <p>19 regarding the complaint?</p> <p>20 A Mainly, like, you know, you know what can</p> <p>21 we do about this? How can we find shelter, you</p> <p>22 know, you know, like, just going about, you know,</p> <p>23 like what's next? What can we do, you know? We</p> <p>24 have all these kids, you know. We can't move at a,</p>	<p>1 out of 1916 Clarence Street, say, in November of</p> <p>2 2016 or around that time?</p> <p>3 A I mean it was talked about it. But, you</p> <p>4 know, what can you do when you got to keep going</p> <p>5 back and forth to court? So it was like talked</p> <p>6 about, but nothing really got done until we moved.</p> <p>7 Q Why did you feel the need to talk about</p> <p>8 moving out of 1916 Clarence Street?</p> <p>9 A I guess to release some stress that we</p> <p>10 had.</p> <p>11 Q Was it your understanding the statements</p> <p>12 contained in the complaint were not true?</p> <p>13 A Yes.</p> <p>14 Q Based upon that understanding, did you</p> <p>15 believe that you would be successful in the</p> <p>16 Landlord/Tenant action?</p> <p>17 A I'm sorry. Can you repeat that question</p> <p>18 again?</p> <p>19 Q Sure.</p> <p>20 Based upon your understanding that</p> <p>21 the statements in the Landlord/Tenant Complaint were</p> <p>22 not true, was it your belief that you would be able</p> <p>23 to win the Landlord/Tenant action?</p> <p>24</p>

Curtis Sampson

Page 45	Page 47
<p>1 MR. UREVICK-ACKELSBURG:</p> <p>2 Objection.</p> <p>3 You can answer, if you</p> <p>4 understand.</p> <p>5 THE WITNESS: No.</p> <p>6 BY MS. CLEMM</p> <p>7 Q Why did you not think that you would be</p> <p>8 able to win the Landlord/Tenant action?</p> <p>9 A I'm not -- because, I guess, you could say</p> <p>10 I have been in and out -- well, I'm not going to say</p> <p>11 in and out of trouble.</p> <p>12 But I have been, you know, like as</p> <p>13 far as court goes, I know -- you know what I mean,</p> <p>14 barely -- I barely -- like me, personally, I never</p> <p>15 win, you know, as far as the system or whatever the</p> <p>16 case may be.</p> <p>17 It's like, you know, it was a -- it</p> <p>18 was more like the lawyer sent this. So, you know,</p> <p>19 nine times out of ten, from my belief going back and</p> <p>20 forth to court, it was like it's hard. It's hard to</p> <p>21 come from -- you know, it's just hard to win.</p> <p>22 Especially if you got documentation</p> <p>23 stating one thing and I'm trying to say another.</p> <p>24 It's docked [sic] on the paper, so it's like...</p>	<p>1 BY MS. CLEMM</p> <p>2 Q You had been in court before on a criminal</p> <p>3 matter; is that correct?</p> <p>4 A No. It's not a criminal. I...</p> <p>5 MR. UREVICK-ACKELSBURG: Just</p> <p>6 for the record, in the discovery -- as we</p> <p>7 said in the discovery, in 2008, he had two</p> <p>8 misdemeanor convictions for -- some are</p> <p>9 for possession.</p> <p>10 BY MS. CLEMM</p> <p>11 Q You were in court for a criminal matter.</p> <p>12 Is that what you're referencing?</p> <p>13 A Yes.</p> <p>14 Q Referencing those criminal matters, is</p> <p>15 that the 2008 matter were you twice pled guilty to</p> <p>16 misdemeanor possession of marijuana in Montgomery</p> <p>17 County?</p> <p>18 A Yes.</p> <p>19 Q What does it mean that you twice pled</p> <p>20 guilty? Were there two separate offenses?</p> <p>21 MR. UREVICK-ACKELSBURG:</p> <p>22 Objection to the extent that you</p> <p>23 understand the question.</p> <p>24 You can answer it. We maintain</p>
Page 46	Page 48
<p>1 Q What were the other times that you were in</p> <p>2 court and you didn't win?</p> <p>3 MR. UREVICK-ACKELSBURG: So I</p> <p>4 just want put on the record an objection</p> <p>5 as to relevance and admissibility and all</p> <p>6 that.</p> <p>7 You can answer the question.</p> <p>8 THE WITNESS: Answer the</p> <p>9 question?</p> <p>10 MR. UREVICK-ACKELSBURG: We're</p> <p>11 obviously going to maintain an ongoing</p> <p>12 objection.</p> <p>13 THE WITNESS: I'm going to say</p> <p>14 far as the little cases that I had before.</p> <p>15 I guess, for paraphernalia, at the time.</p> <p>16 It's my car, but it wasn't mines [sic].</p> <p>17 So being though as it's my car,</p> <p>18 it's -- I guess, it's my paraphernalia at</p> <p>19 that time, right?</p> <p>20 That's how I looked at the court</p> <p>21 paper, like, you know. It's the lawyer's</p> <p>22 word versus mine. Whatever says on the</p> <p>23 paper, it goes, basically.</p> <p>24</p>	<p>1 our ongoing objection to the relevance of</p> <p>2 that.</p> <p>3 THE WITNESS: I'm not sure,</p> <p>4 but...</p> <p>5 BY MS. CLEMM</p> <p>6 Q Why did you plead guilty twice?</p> <p>7 MR. UREVICK-ACKELSBURG:</p> <p>8 Objection.</p> <p>9 Now we are beyond the scope. If</p> <p>10 you want to ask that he pled guilty,</p> <p>11 that's a fact. The relevance of why he</p> <p>12 pled guilty is something that has all</p> <p>13 sorts of privileges and also not relevant</p> <p>14 to this case.</p> <p>15 MS. CLEMM: Relevancy is not an</p> <p>16 appropriate objection at a deposition,</p> <p>17 so...</p> <p>18 MR. UREVICK-ACKELSBURG: Again,</p> <p>19 we are really -- we are happy to have you</p> <p>20 question him on the facts of his</p> <p>21 conviction, but we are really far off the</p> <p>22 reservation.</p> <p>23 MS. CLEMM: Are you instructing</p> <p>24 him not to answer?</p>

Curtis Sampson

Page 49	Page 51
<p>1 MR. UREVICK-ACKELSBERG: I am.</p> <p>2 You can -- again, you can talk about the</p> <p>3 facts of your conviction. But why he</p> <p>4 decided to plead guilty is so far beyond</p> <p>5 the scope of where we are.</p> <p>6 MS. CLEMM: He talked about the</p> <p>7 fact he felt like he had no reason -- let</p> <p>8 me finish.</p> <p>9 He had no reason to fight this</p> <p>10 complaint because the lawyer against him</p> <p>11 always wins.</p> <p>12 He opened that door.</p> <p>13 MR. UREVICK-ACKELSBERG: He</p> <p>14 didn't open a door.</p> <p>15 Did you have a lawyer?</p> <p>16 THE WITNESS: No.</p> <p>17 MR. UREVICK-ACKELSBERG: Okay.</p> <p>18 Have you ever had a lawyer</p> <p>19 before?</p> <p>20 MS. CLEMM: I --</p> <p>21 MR. UREVICK-ACKELSBERG: I'm</p> <p>22 instructing him not to answer the</p> <p>23 question.</p> <p>24 MS. CLEMM: You're instructing</p>	<p>1 than one hearing regarding that offense?</p> <p>2 A I'm not sure. It was so long ago.</p> <p>3 Q Were there two charges that were brought</p> <p>4 against you in the case?</p> <p>5 A I'm not sure.</p> <p>6 Q Well, I'm just confused and maybe it's</p> <p>7 because I don't practice criminal law.</p> <p>8 Why does it say here that you twice</p> <p>9 pled guilty to misdemeanor possession of marijuana?</p> <p>10 A If I'm not mistaken, it was probably like</p> <p>11 two different cases.</p> <p>12 Q Were they two separate occurrences as in</p> <p>13 the marijuana that was in your car and then another</p> <p>14 time? Or did they stem from the same event?</p> <p>15 A I'm not sure. I think -- it could be two</p> <p>16 different cases. I'm not sure.</p> <p>17 Q You pled guilty both times?</p> <p>18 A Yeah. Actually, when I used to work out</p> <p>19 there, I picked people up. So I'm not sure what</p> <p>20 they had in their car, but it was like a carpool.</p> <p>21 Like I said, I guess the system works</p> <p>22 if that's your car, whatever is found in your car,</p> <p>23 it's yours. I guess, that's what happened. I</p> <p>24 didn't have no... No win-win.</p>
Page 50	Page 52
<p>1 him not to answer --</p> <p>2 MR. UREVICK-ACKELSBERG: Yes, as</p> <p>3 to why.</p> <p>4 The question as to why he pled</p> <p>5 guilty, I'm instructing him to not answer</p> <p>6 as to why he decided to plead guilty.</p> <p>7 You can continue to ask...</p> <p>8 BY MS. CLEMM</p> <p>9 Q What were the circumstances surrounding</p> <p>10 the misdemeanor possession of marijuana?</p> <p>11 MR. UREVICK-ACKELSBERG:</p> <p>12 Objection to form.</p> <p>13 THE WITNESS: Sorry. Can you</p> <p>14 ask the question again?</p> <p>15 BY MS. CLEMM</p> <p>16 Q Why were you in court for this matter, for</p> <p>17 the possession of marijuana? What happened that led</p> <p>18 you going to court?</p> <p>19 A I guess they found it in my car at the</p> <p>20 time when I was going to work. I guess I got put --</p> <p>21 I'm not sure if I got pulled over or they was going</p> <p>22 a stop, but I got -- I was stopped, and they found a</p> <p>23 little piece of marijuana in my car.</p> <p>24 Q When you went to court, did you have more</p>	<p>1 Q Did you represent yourself in those</p> <p>2 matters or did you have an attorney?</p> <p>3 A PD.</p> <p>4 Q I'm sorry.</p> <p>5 A A PD, public defender.</p> <p>6 Q As a result of those two experiences that</p> <p>7 you had in court, it's my understanding that you</p> <p>8 told me that you believe that whoever brings the</p> <p>9 complaint just automatically wins?</p> <p>10 MR. UREVICK-ACKELSBERG:</p> <p>11 Objection to the characterization of what</p> <p>12 he said.</p> <p>13 THE WITNESS: Yeah, I didn't say</p> <p>14 -- no. I just said nine times out of ten,</p> <p>15 it's like, you know, it's hard. Like if</p> <p>16 they put on a piece of paper whatever they</p> <p>17 say, basically -- basically, I'm not going</p> <p>18 to say goes, but whatever the paper says,</p> <p>19 it's a hard fight.</p> <p>20 It's a hard fight, so...</p> <p>21 BY MS. CLEMM</p> <p>22 Q Did you notify anyone, other than your</p> <p>23 lawyer that the allegations in the Landlord/Tenant</p> <p>24 Complaint were not true?</p>

Curtis Sampson

Page 53		Page 55	
1	A No.	1	ERRATA
2		2	DEPOSITION OF: CURTIS SAMPSON
3	MS. CLEMM: Those are all the	3	HELD ON: 11/20/17
4	questions that I have.	4	
5	---	5	PAGE LINE CHANGE/REASON
6	(Witness excused.)	6	_____
7	(Deposition ended at 3:39 p.m.)	7	_____
8	---	8	_____
9		9	_____
10		10	_____
11		11	_____
12		12	_____
13		13	_____
14		14	_____
15		15	_____
16		16	_____
17		17	_____
18		18	_____
19		19	_____
20		20	_____
21		21	_____
22		22	_____
23		23	_____
24		24	_____

Page 54		Page 56	
1	CERTIFICATION	1	CERTIFICATE OF DEPONENT
2		2	
3		3	I, _____, do hereby certify that I
4	I hereby certify that the proceedings and evidence	4	Have read the foregoing pages, and that the same is
5	are contained fully and accurately in the stenographic notes	5	A correct transcription of the answers given by me
6	taken by me upon the foregoing matter, and that this is a	6	To the questions therein propounded, except for the
7	correct transcript of the same.	7	Corrections or changes in form or substance, if any
8		8	Noted in the attached Errata Sheet.
9		9	
10		10	
11		11	_____
12		12	DATE
13	Stephanie Marie Calter	13	
14	Court Reporter-Notary Public	14	Subscribed and sworn to before me this
15		15	_____ day of _____, 2017
16		16	
17	(The foregoing certification of this transcript does not	17	
18	apply to any reproduction of the same by any means, unless	18	Notary Public
19	under the direct control and/or supervision of the	19	
20	certifying reporter.)	20	
21		21	
22		22	
23		23	
24		24	

14 (Pages 53 to 56)

A	50:1,5	Avenue 2:11	41:1,3,7,7,8	charge 21:18
able 44:22 45:8	answering 6:19	avoid 5:24	brings 52:8	22:8,11,14
accommodate	7:3	avoided 6:1	Broad 1:23	charges 51:3
7:8	answers 56:5	aware 20:19	brought 51:3	children 8:4,8
accurately 54:5	appear 25:3	25:17,22 26:8	Building 1:13	circumstances
action 44:16,23	31:16 33:23	26:15 27:13,16	2:4	50:9
45:8	34:11,16 40:18	27:21 28:1,8,9	bunch 41:5	City 24:12
address 7:16,22	appearances 2:1	28:19	C	Clarence 9:20
9:16,21 10:21	31:16		C 54:1,1	10:1 12:4 18:7
11:4 20:10	apply 54:18	B	call 12:22 35:15	18:21 20:15
Administration	appropriate	B 3:9	35:16 39:22	22:16 23:19
25:10 31:19	48:16	B-O-U-V-I-E-R	called 37:19	24:1,6,11
admissibility	approximately	10:14	calls 40:15	26:11,18 27:23
46:5	13:11 17:8	babies 43:2	Calter 1:16	29:3 32:10
admissions 31:1	approximation	back 9:8 10:18	54:13	44:1,8
admitting 30:22	17:15	14:17 16:2,3	car 46:16,17	clarity 6:23
afternoon 6:10	April 13:20,23	30:20,22 32:19	50:19,23 51:13	clear 19:20 31:2
6:11	13:23 17:7	42:10 44:5	51:20,22,22	Clemm 2:17,17
agent 12:24 13:1	18:8,16,21	45:19	carpool 51:20	3:5 6:2,9 11:16
14:1,7,8,9,23	20:13 21:14	barely 43:22	case 1:10 43:12	17:14,19 18:15
16:16 17:9	22:15	45:14,14	45:16 48:14	19:3,9,13 20:4
20:23,23 21:8	Argentina 12:11	Bart 1:8 42:11	51:4	22:5 25:23
23:1,2,15	12:20 13:6,19	Based 43:7	cases 46:14	26:2,6 27:3
ago 51:2	14:1,6,24	44:14,20	51:11,16	28:18 29:8,11
agreed 5:6 21:12	19:22 20:19	basically 46:23	Cashier/grill	30:4 31:3,6,15
aide 9:2	Argentina's	52:17,17	8:22	31:23 32:1,22
air 23:6	14:23	Beginning 13:23	caused 43:6	35:10 36:2,9
allegations	asking 7:2 36:7	behalf 27:17	CENTER 1:13	36:14,20 37:13
52:23	38:9 39:15	28:20	2:3	37:20,21 38:2
amilz@consu...	asks 21:24	belief 44:22	certainly 7:8	38:9,11,18
2:13	associated 21:18	45:19	Certificate	39:8,20,21
amount 21:3	22:8	believe 43:9	23:20 38:6	40:4 41:8,19
and/or 17:9	ASSOCIATES	44:15 52:8	56:1	45:6 47:1,10
22:17,24 24:16	2:17	Bell 2:19	certification 5:8	48:5,15,23
24:21 29:2	assuming 30:19	Benjamin 1:14	54:17	49:6,20,24
36:24 37:6,9	attached 56:8	2:4	certifications	50:8,15 52:21
38:12,19 39:9	Attestation 24:8	beyond 48:9	8:15	53:3
40:11,16,22	attorney 2:6,13	49:4	certify 54:4 56:3	client 38:5
54:19	2:20 31:18	bickering 42:10	certifying 54:20	code 26:17
ANDREW 2:11	34:4,6,21	big 5:21	CHANGE/RE...	collect 15:9 17:1
Angie 12:16,16	35:12,16,16,19	biological 8:4	55:5	come 15:22,23
answer 4:2 22:2	35:22 36:4,15	Blue 2:19	changed 12:10	15:24 16:17
28:14 29:16,23	36:22 52:2	bought 13:20	changes 56:7	45:21
38:15 45:3	August 18:16	Bouvier 10:12	characterizati...	Commission
46:7,8 47:24	automatically	10:14	31:13 52:11	31:10 34:9,12
48:24 49:22	52:9	break 7:7 39:1,3		communicatio...

35:18 complaint 13:19 24:23 25:1,4,7 25:11 31:10,19 32:3,7,10,14 32:21,24 33:14 33:17,20 34:7 34:21 37:18 38:6 40:23 41:22 42:11,19 43:8 44:12,21 49:10 52:9,24 confused 51:6 connection 29:13 30:7 contact 12:14,21 16:15 17:20 18:5 22:19 25:9,13 28:22 29:2 31:18 37:1,4,7,10,16 37:22 38:3,13 38:20 39:14,16 contacted 17:9 18:1 22:17 24:15,20 35:21 35:21 39:9 contacting 28:12 contain 42:15 contained 44:12 54:5 content 35:7 continue 11:15 31:4 50:7 continued 34:14 control 54:19 conversation 5:22 14:13 21:5,8 conversations 23:14 29:21 34:4,20 conviction 48:21 49:3 convictions 47:8 cook 9:3	copy 24:7 27:6 32:9 33:13 correct 6:13 11:1 15:16,17 38:8 47:3 54:7 56:5 Corrections 56:7 counsel 5:7 County 47:17 couple 6:17 court 1:1 5:1 6:21,24 31:16 33:21 44:5 45:13,20 46:2 46:20 47:2,11 50:16,18,24 52:7 54:13 crack 23:5 cracked 14:16 criminal 47:2,4 47:11,14 51:7 cross-reference 30:21 currently 9:9 Curtis 1:4,12 3:3 5:13 7:12 55:2 <hr/> D D 3:1 D-1 26:21 D-2 33:2 D-3 30:15 dackelsberg@... 2:6 DAN 2:3 date 13:8 19:1 22:21 24:17 36:17,19 37:2 38:21 40:6 56:12 day 56:15 day-to-day 43:14 days 10:19	15:14,19 16:10 16:13 27:18 28:10,22 deal 5:21 dealing 12:22 42:13 dealings 12:5,19 13:3 dealt 13:24 debt 28:12,23 December 21:14 30:12 33:22,23 34:6,10,11,22 35:12,17 38:19 38:22 39:10 decided 49:4 50:6 Defendant 2:20 Defendants 1:10 defender 52:5 delinquent 18:9 Department 23:21 25:13,18 26:10,16 DEPONENT 56:1 deposed 6:15 deposition 1:12 6:13 26:22 30:15 31:5 33:3 48:16 53:7 55:2 DESCRIPTI... 3:11 dietary 9:2 different 51:11 51:16 direct 12:14,19 12:21 13:3 16:15 54:19 Direction 4:2 directly 13:24 disclose 35:6 discovery 47:6,7 discussion 23:13 discussions	29:19 dispute 28:11 distress 40:21 41:20 DISTRICT 1:1 1:2 docked 45:24 document 26:21 27:4,5 30:14 31:7 33:2,7,10 documentation 45:22 Documents 4:8 door 43:11,15 43:17 49:12,14 drops 14:18 due 14:2 21:4,7 23:9 duly 5:14 duties 43:5 Dwelling 24:9 <hr/> E E 1:8 3:1,9 54:1 55:1 earlier 7:19 15:13 early 30:12 easier 9:12 easily 6:5 EASTERN 1:2 education 8:15 educational 8:12 either 14:1,4 16:15 23:8 emotional 40:21 41:20 endeavor 7:2 ended 53:7 Errata 56:8 Especially 42:13 45:22 ESQUIRE 2:3 2:11,17 estimation 17:23 event 51:14	evicted 11:17 evidence 30:21 54:4 exactly 35:4 EXAMINATI... 3:2,4 6:7 examined 5:14 excused 53:6 EXHIBIT 3:11 exhibits 31:5 experiences 52:6 extent 47:22 <hr/> F F 54:1 face 41:11 fact 28:3 29:18 29:24 35:3 48:11 49:7 facts 48:20 49:3 Fair 24:23 25:9 31:9,19 32:2 34:9,12 far 11:18 12:16 15:8 39:17 45:13,15 46:14 48:21 49:4 fast 43:1 feel 43:8 44:7 feeling 42:3 felt 43:3,4,22 49:7 fight 49:9 52:19 52:20 file 25:1 filed 24:24 31:10 32:3 38:5 filing 5:7 40:23 41:21 find 42:21 fine 35:5 finish 7:1,3 49:8 finished 21:11 30:17 firm 22:17 24:16 24:21 27:17
---	---	--	---	---

28:23 29:2 37:1,7,10 38:13,20 39:10 40:11,16,22 first 5:14 9:15 13:2,24 15:5,6 15:14,18 16:10 16:13 19:1 33:9 36:21 37:16 fix 15:1,7,23 16:4 fixed 15:11,22 16:1,10 17:4 21:9 FLITTER 2:10 Floor 1:14 2:5 focus 42:8,16 follows 5:15 foregoing 54:6 54:17 56:4 form 5:9 39:14 39:14 50:12 56:7 forth 42:10 44:5 45:20 found 50:19,22 51:22 frame 33:11 Franklin 1:14 2:4 front 14:16,19 14:19,20 full 7:11 fully 54:5 further 8:15	goes 16:3 45:13 46:23 52:18 going 5:20 6:17 9:3,17 10:18 11:13 13:14,15 15:5 16:11 17:1,11 21:10 21:11 26:20 29:16 30:14,20 30:24 31:3 35:1 39:2 41:23 42:2,22 44:4 45:10,19 46:11,13 50:18 50:20,21 52:17 Good 6:10,11 24:13 grade 8:14 Grill 8:24 guess 17:13,14 43:10,11,14 44:9 45:9 46:15,18 50:19 50:20 51:21,23 guilty 47:15,20 48:6,10,12 49:4 50:5,6 51:9,17 guy 12:22 Gwynedd 9:2	hearing 30:12 33:21,24 34:10 34:12,14,17 51:1 hearings 25:6 40:19 heat 14:15 15:20 16:7 HELD 55:3 helpful 32:23 helpless 42:3 43:23 high 8:13,19 10:18 Hiking 7:12 hire 30:6,9 hired 29:24 history 8:12,18 hit 41:2 home 9:2 17:10 22:20 Honesty 8:5,7 house 10:9 11:19 14:10,19 15:7,10,12 17:21 20:5 21:9,11 23:23 33:18 43:21 Housing 24:13 24:23 25:9 31:10,19 32:2 34:9,12 husband 10:8	information 35:7 Inspections 23:22 25:14,18 26:10,16 instructing 48:23 49:22,24 50:5 instructions 6:18 INTEREST 1:13 2:3 involved 31:9,13 32:6 34:2 issue 6:5 27:22 28:1 issued 23:21 25:18 26:1,2,9 26:11,14,17 issues 14:10 17:10,21 22:20 29:14 30:7	23:5 knew 28:4 know 5:22,23 6:4 7:8 9:4 14:14 15:8,10 15:11,22 26:24 27:9 29:20 30:17 31:2 32:2,20 33:5 34:3,19 35:4 35:24 40:6,24 41:2,3 42:2,3,5 42:10,15,20,20 42:22,22,22,23 42:24 43:1,4,5 43:11,12,17,18 43:20,23 44:4 45:12,13,13,15 45:17,18,21 46:21 52:15
	H	I	J	L
	H 3:9 H-I-K-I-N-G 7:12 Hakeem 8:3,7 Handbook 24:13 Haneef 8:5 happened 50:17 51:23 happy 48:19 hard 45:20,20 45:21 52:15,19 52:20 heard 29:17	important 6:20 6:22 incident 41:24 INDEX 4:1 indicate 14:9 23:9 indicated 23:16 28:21 indicates 27:15 indicating 27:18 individuals 7:24	Janiyah 8:3,9,10 January 21:9,12 34:15,16,22 35:12,17 Job 8:21 jobs 9:4,5,6 June 13:21 14:4 14:24 20:13 21:14 22:15	landlord 10:5 11:22 12:1,6,7 12:10,15,17 13:6 16:15 17:9,21 18:1 18:10 20:20,22 22:20,24 23:10 23:12,15 27:17 28:20 landlord's 23:15 Landlord/Ten... 30:11 32:10,14 33:21 34:7,14 34:17,21 37:18 40:19,23 41:22 43:8 44:16,21 44:23 45:8 52:23 Landscaping 9:7 late 11:6 15:4 18:9,21 21:18 21:19 22:7,8
G			K	
Gerrell 1:4 2:22 getting 42:16 43:19 give 6:17 7:11 17:15,23 18:2 given 56:5 go 8:12,18 21:10 41:1,10			KAPLAN 1:22 KATIE 2:17 kclemm@cle... 2:19 keep 6:20 44:4 kept 43:19 kids 42:2,4,8,14 42:15,24 43:2 43:21 kind 9:6 kitchen 14:17	

22:11,14 42:10 law 1:13 2:3 22:17 51:7 lawyer 29:13,18 30:1,6,9 45:18 49:10,15,18 52:23 lawyer's 46:21 leaking 23:3 leaks 14:20 leaky 14:16 LEAMAN 1:22 lease 9:17,19 13:4,5,9,21 15:6,6,15 19:16,17,18,18 19:22 20:14,19 20:24 21:4 22:8,9 leave 16:1 led 50:17 let's 5:21 38:24 39:2 letter 27:6,8,9 27:10,14,14,18 28:10,21,24 29:12,14 30:5 30:7 39:22 40:3,5,8,12 letters 40:7,10 42:5,7,7,16 43:18 letting 23:6 Levy 1:9 22:17 24:16,21 28:20 29:2 36:24 37:6,9 38:12 38:19 39:9 40:11,16,22 41:21,24 42:11 Levy's 27:17 28:12 LEVYLAW 1:8 license 32:18 Licenses 23:21 25:14,18 26:10	26:16 Line 4:3,3,3,9,9 4:9,17,17,17 55:5 listed 7:24 LITIGATION 4:1 little 14:18,20 23:3 46:14 50:23 live 7:16,21 8:1 9:9,23 10:1,10 10:16,21 lived 9:13 19:10 20:10 lives 7:19 living 14:19,20 20:5 43:13 LLC 1:8 2:17 long 9:12 51:2 look 15:24 26:23 27:2 30:16 33:4 looked 46:20 looking 32:18 losing 42:17 lot 5:24 23:6 42:1,14,14 43:6 <hr/> M M 2:11 maintain 42:4 46:11 47:24 man 8:22,24 43:5 Marie 1:16 54:13 marijuana 47:16 50:10,17 50:23 51:9,13 marked 26:21 30:15 33:2 Martin 1:4 2:22 9:13 10:22 12:5,9 15:13	16:19 17:20,24 20:5,11 23:12 23:15 24:24 27:22 29:17 31:11 32:6 Martin's 12:6,8 26:22 30:15 31:4,5 33:3 Martinez 12:16 matter 28:3,3 47:3,11,15 50:16 54:6 matters 47:14 52:2 mean 11:8 29:6 36:12 37:16,17 43:10 44:3 45:13 47:19 Meaning 21:2 means 37:22 38:3 54:18 medical 5:20 mediocre 15:21 meet 34:5,6,20 36:15,21 meetings 35:2,3 36:3,10 messed 23:3 met 35:11 36:8,9 36:12 MILZ 2:10,11 mind 18:24 mine 46:22 mines 46:16 minute 41:3 minutes 41:12 misdemeanor 47:8,16 50:10 51:9 mistaken 10:19 16:11 40:3 51:10 mom 10:7 Monday 1:15 money 15:9 16:18	Montgomery 47:16 month 14:3 21:4 21:16 monthly 21:7 mortgaged 23:24 move 9:15 42:24 43:24 moved 10:22 12:4 18:20 19:3,6,11,21 20:2,6,8,14,18 22:16 23:19 24:2 44:6 moving 20:11 44:8 <hr/> N N 2:11 3:1 54:1 name 7:11 25:3 Narberth 2:11 2:12 need 7:7 41:7 44:7 never 43:12 45:14 new 13:5 19:18 19:22 20:14,18 nights 42:1,10 nine 45:19 52:14 Nope 24:5,10 Norristown 2:18 North 7:17 9:9 10:14 Notary 1:17 56:18 Noted 56:8 notes 54:5 notice 28:9,11 28:22 notify 52:22 November 1:15 27:7,11,13,16 27:21 28:5,19 29:3,6,7,8 30:6	32:14 37:9 38:12 40:8,11 44:1 NUMBER 3:11 numbering 30:19 Nursing 9:2 <hr/> O O 54:1 object 11:13 35:1 39:13 objection 18:12 21:22 28:14 31:13 36:6 37:12,14 40:1 45:2 46:4,12 47:22 48:1,8 48:16 50:12 52:11 objections 5:9 obviously 36:12 46:11 occurred 15:14 35:4 occurrences 51:12 October 24:20 24:24 25:15 26:8,15 31:11 31:20,21 32:4 37:6 offense 51:1 offenses 47:20 office 28:12 officially 9:18 Okay 6:5 7:6 9:1 20:17 29:22 33:6 49:17 old 7:14 once 42:5 ongoing 46:11 48:1 open 49:14 opened 49:12 opposed 18:1
--	--	--	--	--

Oral 1:12	2:12,19	17:20 32:6	quick 39:1,3	46:5 48:1,11
original 12:9,15 18:10	people 51:19	prior 9:23 10:1 10:10 12:17	quickly 6:4	Relevancy 48:15
outlet 16:2,3	percent 18:2,3,4	20:11 22:15	<hr/> R <hr/>	relevant 48:13
outlets 14:15,15 15:21 16:7 23:3	percentage 17:24	23:8 30:11 34:6	R 54:1 55:1,1	remained 15:18
outstanding 25:17 26:9	period 10:16 36:21	privileges 48:13	rain 14:18	remember 10:5 13:8,11 14:22
Owner's 24:8	person 6:24	probably 51:10	raised 29:14 30:7	20:24 21:3,5 22:11,13,14
owning 10:8	personally 11:3 11:20 16:14 17:8 34:5 45:14	problems 15:1 15:18 16:6,8 17:3	read 5:4 56:4	23:7 27:10 31:24 32:13
<hr/> P <hr/>	Philadelphia 1:14,23 2:5 7:17 10:3,15 24:12	proceedings 54:4	really 15:22 41:2 42:15 44:6 48:19,21	33:12,13,15,16 35:15,24 36:17 36:19 38:15,17 40:13
P.C 2:10	piece 50:23 52:16	Production 4:8	reason 11:23 12:2 49:7,9	remembers 38:10
p.m 1:15 53:7	Plaintiff 2:6,13	Professional 1:22	recall 33:11	rent 11:3 14:2 16:17 17:2
PA 7:17 10:3,15	Plaintiffs 1:6	property 11:7 11:10,17 13:20 19:4,7 22:16 24:1,7 25:19 26:11	receive 24:4 27:6 32:9 40:5 40:10,15	18:9,22 21:3,7 21:10,15 23:9 23:10,17,17
pace 43:1	plans 43:24	propounded 56:6	received 29:12 30:5 33:16 40:7	rental 11:6,9 22:7 23:20
Page 3:2,11 4:3 4:3,3,9,9,17 4:17,17 55:5	pled 48:6 49:4 50:6	provided 23:20 24:7,12	receiving 28:11 28:22 32:13	rented 18:7
pages 56:4	please 7:8,11 8:12,18 17:14	public 1:13,17 2:3 52:5 54:13 56:18	recess 39:5 41:16	renting 10:8
paper 5:24 45:24 46:21,23 52:16,18	pled 47:15,19 48:10,12 50:4 51:9,17	pulled 50:21	record 5:18 6:23 19:20 29:6 31:2 38:1,5 46:4 47:6	repeat 18:18 22:3,21 24:17 24:17 26:4 44:17
paperwork 39:18	plug 16:2,2	purposes 6:23 30:19	records 5:20	reporter 1:16 5:1 6:21,24 54:20
paraphernalia 46:15,18	point 12:10 15:2 25:10 29:13 30:6 43:16,24	put 30:20 46:4 50:20 52:16	referencing 47:12,14	Reporter-Not... 54:13
parents 10:7	possession 47:9 47:16 50:10,17 51:9	<hr/> Q <hr/>	regard 24:6	Reporters 1:22
parents' 11:19	practically 5:20	question 5:10 6:19 7:2,3,4 18:18 21:23 22:4 26:5 29:16,24 30:3 39:15 41:2,14 44:17 46:7,9 47:23 48:20 49:23 50:4,14	regarding 16:6 17:9,21 22:20 23:17 24:11 25:7,10,19 26:10,17 27:22 28:23 29:3 31:19 32:10 34:7,21 35:17 35:18 42:19 51:1	represent 13:18 33:20 52:1
Parkway 1:14 2:4	practice 51:7	questions 11:14 53:4 56:6	regard 24:6	reproduction 54:18
participate 36:3	premises 27:19 27:23 43:9		release 44:9	Request 4:8
participated 36:10	present 2:22 6:12 8:13,19		relevance 11:13	reservation 48:22
Partners 24:12	PRESENTED 3:12			reserved 5:10
pay 11:3,3 22:13	previously 26:21			responses 6:20
paying 21:12,16 22:11,14	primarily 12:6,8			result 40:22 41:21 52:6
payment 11:9 21:20 22:7				
payments 11:6 18:9,22 21:19				
PD 52:3,5				
Pennsylvania 1:2,15,23 2:5				

results 43:14	42:16 43:19	52:4	26:11,18 27:23	sworn 5:14
retain 29:13	45:18	sorts 48:13	29:3 32:11	56:14
right 7:5,10 19:8	separate 47:20	sound 11:1	44:1,8	system 45:15
19:21 20:16	51:12	15:16	stress 42:6 43:6	51:21
23:4 27:5 28:4	September 17:7	sounds 15:17	43:20 44:9	
39:1 46:19	21:15 22:19,22	South 1:23	stressed 43:6	T
Road 2:18	23:9 24:15,18	speak 6:22	stuff 15:11 41:5	T 3:9 54:1,1
role 12:6,8	25:15 26:7,7	speaking 7:1	Subscribed	55:1
roof 14:16 23:2	36:24 37:3	specific 35:7	56:14	table 9:5
room 14:19,20	39:10	splash 41:10	substance 14:12	take 6:24 7:7
Rosalie 10:3,10	served 32:13	spoke 14:7,23	29:20 34:3,19	26:23 30:16
10:17,21 11:4	33:13 38:8	spoken 36:9	35:20 56:7	32:19 33:4
19:10 20:10	Servicing 38:7	spring 13:13,14	successful 44:15	39:1,3 41:1,3,7
run-ins 12:7	set 26:17	15:4	sue 11:22	41:7,8,12
	she'll 16:21	Square 9:2	suffer 40:22	taken 1:12 39:6
S	Sheet 56:8	start 13:8	41:21	41:17 54:6
S 3:9	shelter 42:21	stated 13:19	Suitability	talk 16:19,20,21
S-A-M-P-S-O-N	Shorthand 1:16	28:23	23:21 24:8	16:22 29:18,19
7:13	show 25:6 26:20	statements	Suite 1:23 2:12	42:18 44:7
Sampson 1:5,12	30:14 32:20	44:11,21	2:18	49:2
3:3 5:13 6:12	showed 32:23	STATES 1:1	summer 13:12	talked 16:23
7:12 8:3,5,6,7	sic 27:9 42:15	stating 21:9	13:14,15 15:3	17:2 44:3,5
8:7 26:20 55:2	45:24 46:16	45:23	16:13 17:5	49:6
saw 33:9	sick 43:2	stay 42:9	supervision	talking 26:13
saying 11:18	sign 5:4	stem 51:14	54:19	28:2 39:19
19:20	signed 9:17,19	stenographic	supervisor 9:3	telephone 40:15
says 46:22 52:18	13:5 15:5,6	54:5	SUPPORT 4:1	tell 23:12
scheduled 30:12	19:15,15,16,18	Stephanie 1:16	sure 6:2 9:18	telling 14:14
33:21	19:22 20:14,18	54:13	10:9,20 13:10	ten 45:19 52:14
school 8:13,19	38:6	sticker 43:17	16:12 17:6,11	Tenant 38:5
10:18	signing 15:14	stickers 43:11	17:18 18:19	tension 42:2
scope 48:9 49:5	sinks 14:15	43:15	19:16 21:2,23	term 39:15
Scratch 27:15	15:20 16:8	stipulated 5:6	22:6,10 24:22	terms 35:1
sealing 5:8	23:4	stipulations	25:2,5 27:2,8	testified 5:15
second 16:23	sit 41:11	4:16 5:2	27:12,20 28:6	7:19 12:9
31:1	sitting 28:2	stop 50:22	28:7 29:1	15:13 19:6
see 12:1 43:10	six 7:24 43:21	stopped 15:9,9	30:10,10,13	Thank 20:17
43:11	Slash 8:23	50:22	32:12,16 35:9	thing 41:10
seeing 27:10	sleep 42:9,17	Street 1:23 7:17	35:11 36:1,23	45:23
33:12	sleepless 42:1	9:10,20 10:2,3	37:5 38:23	things 37:20
seen 27:4,8,9	solvable 6:5	10:11,12,14,17	40:6,14 44:19	think 5:19,23
31:7 33:7,18	sorry 18:16,24	10:21 11:4	48:3 50:21	6:1 16:12,12
send 14:24	22:21 24:3	12:4 18:8,21	51:2,5,15,16	19:17 20:22
39:22	26:4 27:15	19:10 20:10	51:19	22:12 29:6
sent 27:14,18	31:23 37:2	22:16 23:19	surrounding	42:6 45:7
28:21 37:17	44:17 50:13	24:1,6,11	50:9	51:15

Thirty-two 7:15 thought 19:6,7,9 thoughts 41:4 time 5:10 6:23 7:1,7 10:16 13:2,24 14:6 15:3 16:23 18:2,4,7 19:21 20:2 24:16 25:14 28:8 33:9,11 35:19 36:21 39:5,10 41:16 42:12 43:5,16 44:2 46:15,19 50:20 51:14 times 17:8,24 45:19 46:1 51:17 52:14 titles 8:21 today 6:13 told 16:7 17:3 19:10 29:21,22 52:8 transcript 31:1 54:7,17 transcription 56:5 trial 5:11 trouble 45:11 true 44:12,22 52:24 try 15:1 16:2 trying 15:7,8 45:23 twice 47:15,19 48:6 51:8 two 9:5,15,23 23:16 43:2 47:7,20 51:3 51:11,12,15 52:6 <hr/> <p style="text-align: center;">U</p> <hr/> under-the-table 9:4,6	understand 22:1 28:15,17 37:22 45:4 47:23 understanding 12:12 43:7 44:11,14,20 52:7 understands 38:2 Unit 24:9 United 1:1,13 2:4 UREVICK-A... 2:3 5:3,17 6:3 11:12 17:12 18:11,23 19:5 19:19 20:1 21:21 25:21,24 27:1 28:13 29:5,15 30:18 31:12,21 32:17 34:24 35:23 36:5,11,16 37:11,15,24 38:4,14,24 39:13,24 41:6 41:9 45:1 46:3 46:10 47:5,21 48:7,18 49:1 49:13,17,21 50:2,11 52:10 use 31:4,4 Usual 5:1 <hr/> <p style="text-align: center;">V</p> <hr/> v 1:7 vacate 27:19 28:9 43:9 vacating 27:22 validity 28:11 28:23 verbal 6:21 versus 46:22 violations 25:17 25:22 26:1,9 26:17	<p style="text-align: center;">W</p> <hr/> wait 7:1,2 41:13 waived 5:8 wandering 18:24 want 5:24 32:18 32:20 34:3,19 39:2 41:12 46:4 48:10 wasn't 15:11 18:13 19:14 23:4,24 29:1 42:8 46:16 water 41:11 way 1:13 2:4 27:2 we'll 30:21 We're 46:10 Wendy's 8:20 went 50:24 wife 6:18 7:19 7:21 28:2 32:3 42:1,9,18 wife's 6:13 win 44:23 45:8 45:15,21 46:2 win-win 51:24 window 14:16 15:20 23:5,5 windows 14:17 14:18 wins 49:11 52:9 withheld 23:17 withholding 23:10,16 Witness 3:2 4:2 17:17 18:13 19:8,12,24 20:3 22:3 26:4 28:16 29:10 30:2 31:24 35:9 36:1,13 36:18 38:16 39:17 40:2 45:5 46:8,13 48:3 49:16	50:13 52:13 53:6 WOLFE 1:22 Wood 8:3,9,10 word 46:22 work 8:18 9:8 50:20 51:18 working 15:10 23:4 works 51:21 written 20:24 21:4 <hr/> <p style="text-align: center;">X</p> <hr/> X 3:1,9 <hr/> <p style="text-align: center;">Y</p> <hr/> Yeah 17:17 37:23 51:18 52:13 <hr/> <p style="text-align: center;">Z</p> <hr/> <p style="text-align: center;">0</p> <hr/> <p style="text-align: center;">1</p> <hr/> 1 17:7 21:15 10 18:3 101 2:12 11/20/17 55:3 1142 10:3,10,16 11:4 11th 8:14 12 10:19 1303 1:23 14 24:24 31:11 32:4 140 2:18 1709 1:13 2:4 19 4:5 19072 2:12 19102 1:23 19103 2:5 19120 7:18 9:12 10:15 19149 10:4 1916 9:20 10:1	12:4 18:7,20 19:11 20:15 22:16 23:19 24:1,6,11 26:11,17 27:23 29:3 32:10 44:1,8 19422 2:19 1st 14:3 23:9 <hr/> <p style="text-align: center;">2</p> <hr/> 2:17-cv-01139... 1:10 2:35 1:15 20 27:18 28:10 28:22 34:10,11 34:15,16,22 35:12,17 20-day 28:9 2000 19:17 2002 10:19 2008 47:7,15 2011 10:19 2014 10:24 12:10 18:8,16 18:20 19:3,11 19:14 25:19,22 26:1,3,12,14 26:15 31:20,22 2015 19:17 2016 13:16,20 13:21,23 14:24 15:4 16:14 17:5,7,7 18:8 18:17,21 19:7 20:13,13 21:12 21:14,15 22:15 22:19,22 23:9 24:15,18,20,24 25:15,15 26:7 26:8 27:7,11 27:13,16,21 28:5,19 29:6,9 30:6,12 31:11 31:23 32:4 33:22,24 34:6
--	---	---	--	--

Curtis Sampson

Page 64

34:10,12,22	<u>7</u>			
35:12,17 36:24	7 27:7 29:6,8			
37:3,6,9 38:19	33:22,23 34:6			
38:22 39:10,11	34:22 35:12,17			
40:8,12 44:2	40:8,11			
2017 1:15 21:10	700 21:9,17			
21:13 29:3,7	750 21:10,12			
32:15 34:15,17				
34:23 35:13,17	<u>8</u>			
38:12 56:15	8-13 4:18			
20th 1:15				
21 8:1	<u>9</u>			
215 1:24	90 18:2			
230 1:23	922-7112 1:24			
24 4:4				
267 2:7				
2nd 1:14 2:5				
<u>3</u>				
3 4:6				
3:39 53:7				
30 15:14,18				
16:10,13				
<u>4</u>				
450 2:11				
4512 7:17				
48 4:4				
484 2:20				
488 2:18				
49 4:5				
4th 7:17 9:10				
<u>5</u>				
5 4:18				
50 4:6				
50/50 18:3				
539-1300 2:20				
5412 9:9				
546-1316 2:7				
<u>6</u>				
6 3:5				
610 2:14				
65 18:4				
6551 10:12,14				
668-0018 2:14				

EXHIBIT M

LevyLaw LLC Paralegal Training Guide 3/11/2013 12:39:00 PM

I. PRICING:

1. **Code Enforcement Case:** These are considered Municipal Court cases dealing with trash code violations and/ or water cases(CE)
 - Cost for Representation: \$250
2. **Small Claims cases dealing with credit card debt.**
 - Cost for Representation: \$150
3. **Petition to Open Judgment for Plaintiff/Defendant by Default.** These are cases in which judgments have already been entered against a party. For cases in (L/T, SC, CE) we charge:
Cost: \$100 over cost of initial representation. I.e. CE petition to open would cost \$350.00.
4. **Initial Filing Landlord/Tenant Complaint:**
 Cost: \$300 per filing (Residential) \$350 (Commercial)
 Bulk Cost: \$100 over costs for 5 filings or more (Residential)
 Regular clients may have different filing fees (See Hourly Clients on [REDACTED], [REDACTED])
5. **Writs:**

Messerman's Office (215-563-2133)

- Levy Law charges \$250.00 to file both the writ of possession and alias writ. Costs are broken down as follows:

	Court Cost	Sheriff Cost	Our Cost	Total
Writ of Possession	\$10.00	\$95.00	\$55.00	\$160.00
Alias Writ	\$0.00	\$35.00	\$55.00	\$90.00
TOTAL				\$250.00

- Regular Hourly Client such as the ones listed above, may have different pricing for writs.

6. **Garnishment:** Garnishment's are done post judgment. Once a money judgment is established a garnishment can be done via employment wages or bank accounts.

Cost: \$400-\$500 **HANDLED BY KHRYSTYANA**

- Garnishment's are done post judgment. Once a money judgment is established a garnishment can be done via employment wages or bank accounts.
- Cost of garnishment is \$400 if party filing knows where the defendant works or banks.
- If party that requests filing does not have info on defendants work or bank, we can offer a "skip trace" for \$100.00 extra.
- SKIP TRACES are not guaranteed to come back with a hit.
- If a skip trace is required, we want to charge \$100.00 only. In the off chance no information is retrieved, we do now want to charge a client a total of \$500.00 before we have required info.

II. Lockout (Landlord/Tenant case): *TYPICALLY HANDLED BY Khrystana

- **Writ of Possession:** Per Philadelphia Municipal Court rule the first Writ can be filed 10 days after the judgment date. This Writ can only be filed if the Plaintiff obtains a Judgment for Possession.
- **Alias Writ:** Per Philadelphia Municipal Court rule the second Writ can be filed 10 days after the court approved the Writ of Possession.
- It usual takes 21-30 days to obtain a lockout date.
- This entire procedure is done through Robert Messerman's office (Philadelphia Landlord/ Tenant officer)
- Lockout dates are given to us by [REDACTED] FROM ROBERT MESSERMA'S OFFICE.

- We carefully document all writs via google drive in "**WRIT SHEET**".
- As soon as a client pays for a lockout, their name, case # and phone number must be documented on the "WRIT SHEET".
- Once lockout date is provided (always by phone by Michelle) we must notify our client via email or regular mail.
- See Robert Messerman Rules attached to this Guide for instructions for landlord on post lockout procedures.

- If the tenant in the property has a pet that could impose a threat to the sheriff or owner Animal Control must be contact. (See Messerman Rules attached).

- If the tenant in the property is ill and/or has a physical disability that could intervene in the lockout please let the landlord know that medics must be present on the property on the day of the lockout.

Judgment by Agreement: A Judgment by agreement of JBA is often done in Municipal Court. This is an agreement in which all parties agree to either a payment plan or a vacate date.

- JBA'S are NOT appealable.

Breach of Agreement Affidavit: A breach is filed when the Defendant (tenant) fails to oblige by the Judgment by agreement established in court. For example, they failed to pay on time or they failed to vacate the property as promised. This option can be found in the Home Page of the Municipal Court website under petitions. Carefully read the judgment by agreement to see if a breach is required. Always file the breach the same day as the Writ of Possession.

- **Affidavit of Non-Payment of Rent:** This a document required when filing "Writs" or a lockout"

This document can be found as a word document in Law Practice Docs in Carbonite. It is uploaded when a default judgment is issued against a tenant for Non-Payment of rent. It is uploaded during the last step of the Alias Writ.

- **Petition to Extend the 180 Day Rule:** This petition is filed when the landlord fails to file the Writs within 180 days of the judgment. It requests that the court extend the 180 day rule and allow the landlord to move forward with the writs (i.e., lockout).
- **Relist Alias Writ:** This occurs if a lockout date needs to be rescheduled with the sheriff office. Lockout's are typically only rescheduled if our client requests for them to be. In order to reschedule a lockout, we must call Tanya or Michelle at Robert Messerman's and ask for a **post-ponement**. You will need to provide the date, time and

parties name to post-pone the lockout. This is found in the "writ sheet" in good drive.

- Cost: \$75 for our client to reschedule(\$35 fee from Messerman and our fee)
 - Reasons for rescheduling: Landlord wants to give tenant more time or tenant files a petition with the court which stops all proceedings in the case.

6.

- **Representation in Landlord/Tenant Court cost:**
 - Landlord: \$150 (obtain judgment for possession and/or money judgment)
 - Tenant: \$150

7. Initial Filing Small Claims:

*****Small claims suits can only be filed up to \$12,000 anything higher must be filed in the Court of Common Pleas.**

- Filing Cost: These are considered hourly cases

II. Documents required for filing Landlord/Tenant Complaint:

Housing Inspection License (check expiration date)

1. Housing Inspection License is not needed for commercial properties, condos, or if landlord resides in the property.

2. Business Privilege License is needed for condos and commercial Property

3. Lease; if available (Per court record could be: lost/stolen/oral)

Ledger stating how much the tenant owes per month.

4. Utility bills; if landlord wishes to include utility bills into the complaint he/she must provide you with a physical copy of the bill. If they cannot provide you with a copy of the bill, there is an option to upload a Affidavit 109 at the end of the complaint.

5. Damage Estimates; if landlord wishes to include damages into the complaint he/she must supply you with physical

copies of the estimates. Estimates must come from licensed contractors to be valid in court.

6. Rental Suitability Certificate; This is a fairly new requirement. This is a free certificate obtained online at:

<https://secure.phila.gov/crs-onlinev2/>

You can easily obtain this certificate with just the rental license. The city's website will not allow anyone to obtain a rental license if there are open L&I violations on the property.

7. We also want to know if there is a, Breach of Lease (i.e., unauthorized pets, unauthorized occupants, etc.)

Always ask client if he/she would like to add "Termination of Term" into the complaint. "**Termination of Term**" can only be added into the complaint if the lease agreement has expired. This specific wording allows the court to know that the Landlord would like the tenant out at all cost, regardless of how much they pay.

Notice to Vacate: there are two different notices that can be sent to the tenant.

A "General Notice" which composes of those complaints filed under non-payment of rent or breach of lease only.

A "Termination Notice" is necessary for any complaint that includes "Termination of Term".

- Both notices can be found in Carbonite in -> all client-> law practice docs-> communication form->levy law stationary
- You are encouraged to save any documents you may use frequently such as correspondence templates and client agreements directly to your computer.

Notes:

- Landlord cannot sue for future rent. If a tenant abandons the leasehold and the lease has not expired, the landlord is not entitled to sue for the remaining months of the lease. The landlord can only sue for the months it took him/her to rent the property again and we can only file until the current month. For example we cannot predict or sue for monies due in 2017.
- If client wants to amend (alter) the complaint it must be done 10 days prior to the hearing date. (extra costs may apply)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Pointers:

1. When filing the complaint ensure to always use the office address as the Plaintiffs Address
2. When filling out Defendant info (i.e., Tenant) information ensure to fill in the AKA/DBA with "AND ALL OCCUPANTS".

3. If Defendants address is located in Philadelphia always choose Philadelphia Writ Service, if located in Pennsylvania (Counties other than Philadelphia) choose constable, and if the Defendant is located outside the state choose certified mail.
4. When choosing to serve complaint via certified mail ensure that you print 2 copies (per Defendant) of the Service Packs. (Service Packs are found in the Philadelphia Municipal Court website: Service Packs- Attorney Service Packs Pending Printing.) One copy must be sent certified and the second copy must be sent via regular mail. Once you receive return receipt of certified notice you must file an Affidavit of Service Mail with the court (per Defendant; could be found in the service pack). If you do not receive the regular mail sent to defendant and you do not receive the Certified Mail return receipt you still must submit an Affidavit of Service by Mail
5. If mail is undeliverable you must still submit an Affidavit of Service by Mail (document to be found in Service Pack) Affidavit of Service by Mail can be uploaded on the Municipal Court Website. Under the subtitle Miscellaneous- File Return of Service. Once you enter the Case No. and Defendant number which can be found on the top right box of the Affidavit of Service by Mail.

IV. Small Claims (Security Deposit):

- Security deposits are the most frequent cases we file in Small Claims court.
- Clients will want to sue their landlord for failure to return their security deposit.
- Client must first have proof that they have provided their landlord with notice of their new forwarding address. A landlord must respond to the notice within 30 days of receiving notice.

Failure to respond allows the client to sue for double the security deposit under P.S. Section 250.512 of the Pennsylvania Landlord Tenant Act. (See SC-12-08-07-3996)

1. A tenant must provide you with proof of security deposit (i.e., receipt, copy of check, lease, etc.)
 - A lease is not necessary but it is preferred therefore always ask for the leasehold agreement.

Small Claims (other cases):

When filing small claims cases please ensure that you obtain any and all documents pertaining the case. Such as itemized bills, contracts, receipts, estimates, etc.

V. DEALING WITH CLIENTS

1. LANDLORDS: (important note- it is NOT required for a landlord to come into the office for a consult- we can handle their cases via telephone, fax and email)

- When first meeting with a landlord always ask if he is willing to allow the tenant to remain in the property if the tenant pays the back rent and ongoing rent. Or if he wants the tenant out of the property at all cost (This must be noted in work flow or client agreement)
- You want to look at the rental license. If the landlord is asking for rent during a time period in which the license was not valid, you need to prepare the landlord that he/she may not be awarded a money judgment for that unlicensed time period.

a) Judgments:

Judgment for possession: this allows the landlord to lockout the tenant with the sheriffs office by force if he/she fails to pay or leave the property.

Money Judgment (any judgment in L/T, SC, CE): this judgment goes on the Defendants name and it stays documented in the Philadelphia Municipal Court records. It also allows the

Plaintiff to execute on the judgment (i.e., wage attachment and/or execute on the Defendants actual property).

b.) lockouts:

- Landlords may ask why we charge separately for the initial filing and then another \$250 for writs. The reason we do this is because tenant do not always need to be locked out. There are times in which a tenant continues to pay rent as agreed or vacates the property as promised. We do encourage the lockout procedure to be done 10 days after the judgment if the tenant has promised to vacate.
- Keep in mind, it takes 3-4 weeks to obtain a lockout date from the time the process is begun. If we begin the process on the day the tenant should of moved out, we are then waiting another 3-4 weeks for a legal lockout date.

2. Tenants:

Primary Question: Are you looking to stay in the property or vacate? (this questions allows you to steer the conversation in the right direction)

a. If they want to stay:

It is important to confront your client with reality. If the tenant owes a large sum of money in back rent, it is your responsibility to explain that the only way the tenant will be eligible to continue living on the property is if they are willing to pay the balance due.

1a.) Exceptions: The first thing we want to look at when dealing with a tenant is the housing inspection license on the complaint and dates the landlord is claiming due. If the license was not valid during the time the landlord is claiming rent, the tenant may not have to pay the during that time period. **KEEP IN MIND.** A license is renewed every February of every year.

b. Often a tenant will believe that because there are defects in the leasehold, this will allow them more time on the property without making payments. You must explain that if there are major defects to the property, it would not make sense for the tenant

to continue living on the property for more than the designated time allotted (30 days).

2. We always want to calm down the tenants and explain the laws. Most of the time, the tenants worst fear is that their landlord can lock them out directly after the hearing. You must explain that a landlord cannot at any time, change the locks to the leasehold unless the landlord is accompanied by a Landlord/Tenant officer. L/T officer can only come out to the property after the alias writ was filed with both the court and messerman's office.
3. Always make notations on the fourth page of the complaint as to what type of agreement the tenant wants to make. The best way for a tenant to stay in the property is with a **pay to stay plan or Judgment by agreement**. This consists of a judgment by agreement where the tenant agrees to pay ongoing rent on time and in full, plus a payment equal to or slightly less than regular rent as a second payment to go towards back rent. If the tenant breaches the agreement in any way, the landlord may file a breach against them and proceed with eviction.

b. If they want to vacate:

- i. Tenant will get approximately 30 days to vacate, however this depends on how quickly the landlord files the writs.

REVIEW OF WHAT TO LOOK FOR IN THE COMPLAINT:

- 1.) Housing Inspection License (HIL): Check the date the landlord received the HIL and if it covers the months he is trying to collect. If a landlord was not licensed for months he is trying to collect in the complaint then a reduction must be mandated in the judgment. Check if the HIL covers all of the Units in the property. If a landlord is renting a property that is only licensed as a one unit dwelling he/she may not be entitled to collect rent for 2 units or more. If a landlord is renting the property as a

Room & Board and does not have proper licensing this could also affect the outcome in court. (Ensure to always make note of this in Client Agreement).

Lease: If landlord is trying to collect utility bills, late fees, and/or attorney fees but it is not included in the lease a reduction in the judgment can be mandated.

Ask tenant if License and Inspections (L&I) has been out to the property. If the tenant has copy of the violations make sure to scan the documents for their hearing. If tenant does not have the violations you can obtain them here:

<http://www.phila.gov/li/>

A landlord is to supply a tenant with three essential things: Heat, water, and ventilation during the summer time. Failure 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.

Ask tenant if he/she has been withholding rent due to defects throughout the leasehold (Note the defects in Client agreement). If tenant is withholding rent have them provide you with a statement of the account in which the money has been held or have them bring it to the hearing.

If tenant is claiming defects throughout the leasehold have them bring pictures of the conditions of the property to court.

If tenant has made repairs to the property have them provide you with estimates of repairs and/or receipts

If tenant claims rent has been paid have them provide you with receipts of the rent paid or have them bring the receipts to court. If tenant does not have rent receipts as proof it may be held against them in court. No proof of payment usually means that the judgment cannot be reduced.

Judgment by Agreement Review: A judgment by agreement allows us to negotiate an agreement with the landlord or attorney from the other side.

Two Methods of Negotiation: Pay to Stay Plan or Time to Vacate.

Sometimes we are the point of reality for our clients. Let the clients know that if they want to remain in the property they must pay. We can attempt to make as many reductions as possible to the judgment in court but remaining in the property mandates that they pay any judgment given in court and regular ongoing rent.

Pay to stay plans usually require tenant to make two payments per month. Regular rent must be paid in full and when due. And a payment towards the back rent (judgment) is to be 15-20 days after the hearing.

Time to vacate means that we will buy the tenant anywhere between 30-45 days to voluntarily vacate the property. This means that the landlord cannot force them out of the property until the days given have gone by. Let the tenant know that if he/she fails to vacate the property within the time given he/she could face a forceful lockout.

Contested Judgment: This means that both parties could not establish an amicable agreement and are forced to go to trial in front of a judge. If the tenant loses he or she has a minimum of 21 days to pay the full judgment or vacate the property.

A contested judgment also allows both the Plaintiff and the Defendant to appeal the case to a higher court (i.e., Court of Common Pleas).

A Judgment by Agreement signed by both the Plaintiff and the Defendant waives either parties claim to appeal. A judgment by agreement is NOT appealable.

I. Initial Consultation for Code Enforcement Case:

Cost for Representation: \$250

Water Case:

Primary Question: Was the property in question occupied during the cycle period on the complaint? Or was the property vacant?

If the property was vacant during the cycle period on the complaint it could be that the judgment is solely based off estimates. This usually means that the water revenue was charging the account as if there was actual water being used in the property. The water revenue will trace back into the accounts history during a period when there was actual usage. They will in return bill the account based off those estimates.

Please ask the client if the water is off and when it was turned off.

We can either have the case withdrawn or we can have the bill substantially reduced and a reasonable payment plan can be established.

Please let the client know that we can only handle the billed cycle period in the complaint only. Meaning that there could be additional Code Enforcement cases brought against him/her for the remainder of the lump sum bill. Each case requires a separate charge from our office for representation.

Negligence of Property (i.e, high weeds, bushes, trash, etc):

In order for us to add value to this case we must instruct the client that the property in question must be cleaned up and the problem in the code enforcement case must be remedied.

We attempt to have the city go back out to the property in question for re-inspection.

The city can decide to either withdraw the complaint or reduce the judgment and establish a payment plan.

II. Petition to Open Judgment for Plaintiff/Defendant by Default (L/T, SC, CE):

Cost: \$100 over cost of representation

Client must give valid reason for not showing up to court. If they have any documents that prove their whereabouts ensure that those documents are submitted to the court.

Client must have a meritorious defense. There must be a good reason why they are not responsible for the judgment placed against them or there must be a discrepancy in the judgment.

For example:

LT: The amount of rent claimed is incorrect. Defects in the property have caused the tenant to withhold rent.

Landlord claimed the tenant didn't have to appear in court, etc.

CE: Client has made payments towards the water bill or the bill is based off estimates not actual usage.

SC: Amount claimed is not owed.

ANY of these reasons could be applied to the petition.

Let the clients know that the petitions are approved at the discretion of the judge on the bench. Therefore there is a risk that the petition can be denied.

All petitions that are not scheduled within 10 days of the approval date can be voided by calling judgments and petitions in Municipal Court.

Be aware that if we file a petition and it is approved you must automatically schedule it with the court. Failure to do so could result in our petition being voided.

III. Answer to Breach of Agreement Affidavit:

To be filed within 5 days of a Breach of Agreement being filed.

All breach of agreement answers stem from the initial disposition of a Judgment by Agreement.

An answer is only filed when the information on the initial breach is false or there is a concrete reason as to why the terms on the judgment by agreement weren't met.

If a breach of an answer to a breach of agreement affidavit is not filed within 5 days the court will reject the answer therefore always ensure that it is filed in a timely manner.

VI. Petitions

Petition to Satisfy: A petition to satisfy is filed when the Defendant satisfies all the requirements of the disposition. This could mean that the entire judgment amount was paid in full, clauses in the agreement were met in its completion, or the Plaintiff cannot be found to make the necessary payments and/or meet the necessary requirements.

Petition to Stay Eviction: A tenant files this type of petition when they have a meritorious defense as to why they should not be evicted from the property.

Petition to Restore Possession: A tenant may file this petition when they have good reason as to why they should be allowed back into the property once they have been locked out by a sheriff.

Generic Petition: This type of petition is one which can be formatted at the attorneys discretion. There are certain types of petitions which are not named in the petition list therefore we use a generic petition to create one that fits the clients needs.

V. Garnishment:

Cost: \$400-\$500

*****Can only be filed 30 days after the judgment.**

Notice of Intent to Attach Wages: A client who has a judgment against a Defendant can execute the judgment by garnishing his/her wages. This involves filing a Writ-Notice of Intent to Attach Wages found in the Writ section of Municipal Court website.

We require the landlord to supply us with the name of employer and address of the defendant.

If the landlord does not have the employers information we can run an employment investigation background with our private investigator (REDACTED). If so we require the client to provide us with social security number for the best results.

If tenant works within the city of Philadelphia have them served by Philadelphia Writ Service, if they live in Pennsylvania use a constable, and if they live outside of the state use Certified Mail (same process as the above-mentioned)

Writ of Execution: This allows the client to garnish the Defendants actual belongings in the property. Once the court approves the Writ of execution a person from the office must deliver the Writ to the Philadelphia Sheriff. The sheriff will serve the documents and schedule a sheriff sale in the property. The actual belongings in the property will be sold and the total amount of money earned will be forwarded to the Plaintiff.

*****Please let the clients know that any garnishment can take anywhere between 3-4 months. Once a writ is filed and served the Defendant has a 30 day window period to fight the garnishment in court.**

[REDACTED]

V. Managing Phone calls:

Always ask the client what they are calling in regards to. **Most clients will automatically ask for Attorney Levy but it is your responsibility to decipher what they are calling regarding and assist the person calling without Bart getting involved.** All Municipal Court matters (LT, CE, SC) can be answered by any paralegal in the office unless an attorney is calling and mandates he/she speak with Bart.

Ask client if he/she is a current client (past/or present) or if they are calling for the first time.

If client states that they are a current client ask them if we have already been to court pertaining this matter or if its something we have pending in court.

Are you a landlord or a tenant?

Any call from the court or the sheriffs office must be transferred to Zhanna or Khyrstyana immediately. In the event that neither are available, you must take a detailed message and get it to one of us immediately.

Most clients that call regarding a mailer require an appointment.

Let the prospective or current client know that in order for us to truly assist them we must review their documents in person. All court proceedings are filed differently therefore in order to supply the client with the best answer possible they must schedule an appointment. **(SEE APPOINTMENT REGULATIONS)**

Landlords are not required to come in for an appointment. You can have a telephone consultation with a landlord. Landlords can have a client agreement emailed/faxed to them and payment can be made via credit card over the phone.

If phone messages are taken, messages must be taken on a message pad. Messages must be specific! Messages must include: date, time of call, full and proper spelling of person calling and an in detail explanation for the call (I.e. question asked) and case number if possible. Never assume any employee knows a client by name, regardless to what the client says. Often a person calling may not give you a specific reason for their call. It is up to you to ask "Can you please tell me your question so that I can relay this message to ____". Messages that do not accurately give this information, may go unanswered.

Civil Mailer Phone Calls: It is important to get the full name of the person that received a Court of Common Pleas mailer (the person that is calling will be **not** always be the one person that received the letter). Here is how to deal with these calls

- 1.) Tell the person on the phone you would be happy to help them.
- 2.) Ask if the letter was mailed to them directly in their name. This is very important. Mailers are only sent to the exact party receiving the letter and in the name on the envelope. This name **not** always the correct spelling. It is important to ask for the spelling on the envelope.
- 3.) Go to
https://fjdefile.phila.gov/efsfjd/zk_fjd_prvt_efile_00.secur ed_logon
- 4.) Search for the name of the party. Likely, last filed case you will see, i.e. March 2015 Term, will be the case we sent a letter regarding.

Common Question

- 1.) How did you get my name?
A- We have an automatic marketing system that will send out a mailer to any party in any case recently filed that is listed as unrepresented.

Dealing with these calls: Our goal is to get people through the door and introduce new services to prospective clients. While we want new business it is important that we accurately screen these calls as well.

Motor Vehicle Accidents: These are the calls you may get often from the CP MAILER. We only represent uninsured defense cases for "MVA's". If someone calls and their case is pertaining to a Mva, you want to ask them if they were insured during their accident. If they were already insured during the time the accident occurred, they will not need a private attorney to defend them.

If at any point in time you are not sure what the case is regarding, or are unable to locate the case, please get the information of the person calling and we will assist them.

CHRIS TYPICALLY HANDLES THESE

If the person calling claims to be a client, it is important that you double check this information, either through carbonite, THE court calendar, or typing their name into gmail to confirm. Often individuals will call inquiring about our services and there are times when we may already represent the opposing side. Doing your research prior to scheduling a client in for an appointment is key here. We do not want to schedule an appointment for an individual if we represent the other side

- If you discover that this office represents an individual and the opposing side is contacting us you must politely let them know that we cannot provide them with information. Speaking with the opposing side could be a "Conflict of Interest".

VI. Appointments:

Office Appointments are on the gmail calendar. When scheduling an appointment you must remember:

1. Appointments should be every half hour. They should not overlap unless we are sure clients are coming to see certain people. I.E. Tenant for Khrystana and Water case for Sara.
2. Landlords and tenant can be handled by anyone in the office and can be scheduled just about any time.
3. SC & CE cases should only be scheduled when Sara is available. You must check the court schedule to determine when she will be in the office. For example determine if there are CE and/or SC Cases on the given date and time and do not schedule clients when there are those cases in court.
4. Civil Cases are usually for Chris. Chris is in court where the court calendar shows purple. Do not schedule anyone around the time he is scheduled to be in court.
5. Saturday appointments are for Bart or Sara typically. Unless there is someone that cannot make it in during the week. Try to keep appointments before 2:00.
6. **Color coding-** green is standard color for LT Cases. Orange is for Chris, Teal is for Sara, Red is for Bart.

VII. Payments:

All payments for Municipal Court Cases must be made in full prior to the hearing date. NO EXCEPTIONS UNLESS STATED OTHERWISE.

Tenants especially must be told that they will not be represented and the client agreement will be considered null and void if payment is not made prior to the hearing date. Any partial payments that are made on cases not paid in full are NON-REFUNDABLE.

1. **Checks: No checks shall be accepted without management approval!**
2. Payments must all be handed to management or put in designated drawer.
3. Checks and receipts should be scanned and recorded on the daily cash flow/ sales log.

Guide to Google Drive

3/11/2013 12:39:00 PM







Google Drive: Is considered one of our main databases. On Google drive you can find important information that is updated and used on a daily basis.

- **Court Calendar:** The calendar is the most often used document on Google Drive. It holds our current court schedule. Any case that has an upcoming hearing can be found on the court calendar. Certain cases are blocked off with specific colors such as:
 - Pink: Any cases other the Municipal Court case (i.e., court of common pleas, Criminal Justice Center, Zoning board, cases in other counties, etc)
 - Yellow: Cases in which clients owe us money for representation. We must assure that all cases in yellow are paid prior to attending court unless instructed otherwise by manager.
- Court Calendar also composes of a point system. The first row is a point system that calculates the amount of cases we take care of per week.
 - **1**= Landlord
 - **2**= Tenant
 - **3**= Cases over \$500 dollars
 - **C**= Municipal Court Cases that are continued
- **Work Flow:** This composes of all work that needs to be completed. Once we receive a case that needs to be filed or a case that needs to be worked on we ensure to place it in the workflow to keep track of all incoming work. Anything that prompts further work must be placed on the work flow. The first sheet is devoted to KM AND ZHANNA WORK. The second sheet is for legal secretary and or paralegal.
- **Writ Schedule:** A filing system that keeps track of all future and past lockouts done by the office. The writ schedule is designated to keep track of the dates when Writs are to be filed.
 - When a client hires us to file Writs we must immediately place their name, phone number, case number, and first date

the Writ of Possession must be filed (i.e, 10 days after the judgment). This assures the client that all filings will be completed on a timely manner.

- Once a Writ of Possession is filed and approved by the court you must enter the date of when the Alias Writ can be filed (i.e., 11 days after the approval of the Alias Writ).
- Once all Writs are submitted to the court we must wait for the Sheriffs office to contact us with a lockout date. This information is to be entered into the Writ Schedule.
IMPORTANT: If the lockout is cancelled or postponed DO NOT delete the previous date from the Writ Schedule simply enter the second date.
- Color Coordination of Writ Schedule:
 - **Mint Green:** Writ of Possession pending to be filed
 - **Purple:** Alias Writ pending to be filed
 - **Yellow:** Awaiting Lockout date from Messerman's Office
 - **Pink:** Writ process complete and lockout date scheduled .
 - **Red:** Lockout date cancelled (For example; client called and stated tenants moved out)
- *****Always note the reasoning as to why the lockout has been cancelled on the Writ Schedule and have client confirm the cancellation in writing.**

- **Hourly Clients:** Mainly client (i.e, Landlord) who provide us with constant filings. Certain clients on the hourly client sheet are invoiced and others pay upon receipt of their filing. On this sheet you input date the filing was requested, what type of work we are doing, and how much we charge.

- 





- **Pay upon request:**



Telephone Call Log:

We want to use this document as a guide for all RING SAVY AND GRASSHOPPER CALLS.

Ring Savy- This is our after hour answering service. We get email messages every morning. These must be checked as soon as the phone are transferred. We want to keep track of all calls in the telephone call log. If we leave messages for potential clients, we want to call them back.

Grasshopper- In the event Ring savy does not work or malfunctions or if calls are not answered and phones are not properly transferred, we have grasshopper. These are actual voice messages from callers. Found in gmail.

Snap Shot: KM creates a snap shot for every court date. We want paralegals to print necessary documents for the cases in the snap shot. Rule of thumb for printing docs- The entire complaint or "ALL PERTINENT DOCS" should be printed for every MC case. Tenants- we needs to check carbonite file for any additional exhibits that must be printed.
Yellow slots in snap shot- client that have not paid or not paid in full must be called the day before each hearing.

Implemented Rules

1. Cell Phone policy- While we are not strict about having your cell phone on your desk or on in case of emergencies, Levy Law trusts that you will not take advantage or use cell phone during working hours unless there is an emergency or in order to communicate with a member of the firm.
2. Lunch breaks should be taken whenever time permits. We ask that no food is held in your desk or eaten at the front desk during business hours. Lunch can be eaten in any office or outside the office.
3. Personal internet use is not permitted unless otherwise stated. No live streaming of music, movie or social networking sites allowed during business hours.

Telephone Log

3/11/2013 12:39:00 PM

OFFICE PHONE NUMBERS:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

PHILADELPHIA INFORMATION: #311

- Information will obtain number for any court room in the city of Philadelphia.
- Provide you with information regarding Housing Inspection Licenses; you must provide them the address of the property.

MUNICIPAL COURT:

- JUDGMENTS AND PETITIONS: 215-686-7989
- FIRST FILINGS: 215-686-2901
- TRANSCRIPT REQUEST FAX: 215-686-2948
- HEARING ROOM 3 (LANDLORD/TENANT COURT): 215-686-2968
- HEARING ROOM 3 FAX: 215-686-2902

COURT OF COMMON PLEAS:

- CITY HALL RM 446: 215-686-3755
- CITY HALL RM 426: 215-686-8796
- CITY HALL RM 613: 215-686-3710

CRIMINAL JUSTICE CENTER:

- COURT ROOM 408: 215-683-7275
- COURT ROOM 1003: 215-683-7574

MESSERMANS OFFICE: 215-563-2133

PHILADELPHIA SHERIFF: 215-686-3542 (EJECTMANTS ONLY-CCP)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT N

The Philadelphia Code

CHAPTER 9-3900. PROPERTY LICENSES AND OWNER ACCOUNTABILITY 1145**§ 9-3901. General Provisions.**

(1) *Administration.* Subcode A of Title 4 (the Philadelphia Administrative Code) shall apply to the provisions of this Chapter, and govern their administration and Chapter 9-100 shall not apply to this Chapter. 1146

(2) *Application and Issuance.* In addition to the provisions set forth in Subcode A of Title 4, the following provisions shall also apply to licenses required by this Chapter:

(a) An applicant for a new license or the renewal of a license shall complete an application provided by the Department. The application shall contain the following information, and such other information as the Department may require:

(i) The name and address of the owner of the property.

(ii) The address of the property for which application is made and the type of dwelling, if any.

(iii) The name, address and telephone number of the Managing Agent for the property, in compliance with § 9-3907. The address provided for the Managing Agent shall not be a Post Office Box.

(iv) The owner's commercial activity license number, if the owner is required to have such license.

(b) The Department shall issue or renew a license if it finds:

(i) The applicant has completed the application and paid the license fee;

(ii) The owner has a valid commercial activity license, if required;

(iii) There are no outstanding violation notices associated with the property for which the application is made that were issued under Title 4 which have been of record for more than 30 days, unless the owner has filed an appeal of the violation which is pending, and the owner has notified the Department of such appeal in a manner prescribed by the Department; and

(iv) Any other license issuance requirements set forth in Subcode A of Title 4 have been satisfied.

(3) *Fee, Term and Transfer.* In addition to the provisions set forth in Subcode A of Title 4, the following provisions shall also apply to licenses required by this Chapter:

(a) Except as otherwise provided in this Chapter, the license term shall be determined by the Department by regulation. License fees shall be as provided in § A-906 of Subcode A of Title 4.

(b) Licenses are not transferable. If the ownership of a property changes during a license term, the new owner must obtain a new license within ten business days after such transfer of ownership.

(c) If any of the information set forth in a license application or license renewal application changes during the term of a license, the owner shall provide updated information in writing to the Department within ten business days of such change.

(4) *Non-compliance, Private Right of Action and Suspension.* In addition to the provisions for license suspension set forth in Subcode A of Title 4, the following provisions shall also apply to licenses required

by this Chapter:

(a) The Department is authorized to immediately suspend a license if a property is deemed unfit or unsafe or imminently dangerous.

(b) The Department is authorized to suspend a license at the request of the District Attorney with respect to any property subject to forfeiture to the Commonwealth under the provisions of 42 Pa. C.S. § 6801 or other applicable law.

(c) A license issued may be suspended by the Department for failure to comply with the requirements of this Code after a re-inspection has been made to determine compliance pursuant to Section A-503.1 of Subcode A, or for failure to pay any fine and/or cost imposed under this Chapter or Subcode A, and such suspension shall continue until there has been compliance and until any unpaid fines and costs have been paid.

(d) The Department shall provide written notice and an opportunity for a hearing prior to any suspension of a license under this Section.

(e) *Non-compliance.* Any owner who fails to obtain a rental license as required by § 9-3902, or to comply with § 9-3903 regarding a Certificate of Rental Suitability, or whose rental license has been suspended, shall be denied the right to recover possession of the premises or to collect rent during or for the period of noncompliance or during or for the period of license suspension. In any action for eviction or collection of rent, the owner shall attach a copy of the license.

(f) *Private Right of Action.* Any tenant of any property subject to the provisions of this Chapter shall have the right to bring an action against the owner of such property to compel compliance with this Chapter. Such private right of action neither limits nor expands the rights of private parties to pursue any legal rights and claims they may possess under a written agreement or at Common Law.

(5) *Definitions.* 1147 The following terms shall have the following meanings in this Chapter.

(a) *Dormitory:* A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group.

(b) *Dwelling unit:* A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, including such units contained within residential condominium buildings.

(c) *Family:* A person living independently or a group of persons living as a single household unit using housekeeping facilities in common, but not to include more than three persons who are unrelated by blood, marriage, adoption, or foster-child status, or are not Life Partners.

(d) *Hotel:* Any building containing six or more guestrooms, intended or designed to be occupied, or which are rented or hired out to be occupied, for sleeping purposes by guests.

(e) *Let for occupancy:* To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premise or structure pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

(f) *Multiple-family dwelling:* A building containing more than two dwelling units.

(g) *Occupancy:* The purpose for which a building or portion thereof is used or occupied.

(h) *One-family dwelling:* A building containing one dwelling unit with not more than five lodgers or boarders in addition to the primary family.

(i) *Operator:* Any person who has charge, care, management, or control of a structure or premises, or portion of a structure or premises, which is occupied.

(j) *Owner*: Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the Commonwealth of Pennsylvania or City and County of Philadelphia as holding title to the property; or otherwise having control of the property; including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

(k) *Person*: An individual, corporation, firm, partnership, association, organization, or any other group acting as a unit.

(l) *Premises*: A lot including all buildings and structures erected on that lot.

(m) *Rooming house*: A building containing rooming units arranged or occupied for lodging, with or without meals, and not occupied as a one-family dwelling or a two-family dwelling.

(n) *Rooming unit*: Any room or group of rooms which together form a single habitable unit occupied or intended to be occupied by an individual or family for sleeping or living, but not for cooking purposes.

(o) *Two-family dwelling*: A building containing two dwelling units with not more than five lodgers or boarders in addition to the primary family in each dwelling.

§ 9-3902. Rental Licenses.

(1) Required.

(a) The owner of any dwelling unit, multiple family dwelling, rooming house, dormitory, hotel, one-family dwelling, two-family dwelling, or rooming unit let for occupancy must obtain a rental license. No person shall collect rent with respect to any property that is required to be licensed pursuant to this Section unless a valid rental license has been issued for the property. For purposes of this subsection, the operator of limited lodging, not the booking agent (both terms as used in § 14-604(13)), shall be treated as the person collecting rent, whether or not the booking agent collects rent on behalf of the operator. 1148

(b) Exceptions.

(i) If a building contains multiple dwelling units, a single rental license may be obtained for the entire building, provided that such license shall specify each unit in such building governed by such license. 1149

(ii) A rental license is not required for any dwelling unit that is occupied by the owner or a member of the owner's family, provided that the Department may require the owner to submit an Affidavit of Non-Rental.

(iii) The holder of a housing inspection license under former Section PM-102.1 for 2015, or the owner of any dwelling or dwelling unit subject to the requirements of this Section that is part of a building governed by a housing inspection license applicable to such building in its entirety in 2015, need not obtain a rental license in order to let the property or any portion of such property for occupancy in 2015. 1150

(iv) A rental license shall not be required for limited lodging activity, as defined at § 14-604(13), so long as the activity is compliant with the Zoning Code and the primary resident is the owner of the dwelling unit. 1151

(2) *Suspension*. In addition to the provisions for license suspension and revocation set forth in Subcode A of Title 4, a rental license may also be suspended for any violations of § 6-803 ("Lead Disclosure Obligation"), subsection (3) ("Rental Protections").

§ 9-3903. Certificate of Rental Suitability; Required Tenant Documents.

(1) Required.

(a) The owner of any property for which a rental license is required shall, at the inception of each tenancy, provide to the tenant a Certificate of Rental Suitability that was issued by the Department no more than sixty days prior to the inception of the tenancy. The owner shall at the same time provide the tenant a copy of the owner's attestation to the suitability of the dwelling unit as received by the Department pursuant to § 9-3903(2)(b)(iii), and a copy of the "City of Philadelphia Partners for Good Housing Handbook" issued by the Department, or such other document as the Department shall require. The Certificate of Rental Suitability may be for either an individual dwelling unit, or for the entire building in which the unit is located.

(b) *Exception.* The provisions of § 9-3903(1)(a) shall not apply with respect to any rental to a tenant who is a member of the owner's family.

(2) *Application and Issuance.*

(a) Applications for a Certificate of Rental Suitability shall be made on forms provided by the Department.

(b) The Department shall issue a Certificate of Rental Suitability only after it determines that:

(i) The owner of the property has obtained all required licenses with respect to the property, including a rental license.

(ii) There are no outstanding violation notices under this Code with respect to the property, except with respect to violations for which there is a pending appeal of which the owner has notified the Department in a manner prescribed by the Department.

(iii) The owner of the premises to be leased acknowledges the obligation to provide a fit and habitable property and states that: (1) all fire protection and smoke detection equipment for the premises are present and in proper operating order in accordance with all applicable requirements of The Philadelphia Code and regulations and standards adopted thereunder; (2) the operating systems are working properly to provide a fit and habitable condition; and (3) the owner will continue to maintain all fire protection and smoke detection equipment for the premises in accordance with all applicable requirements of The Philadelphia Code and regulations and standards adopted thereunder, will continue to maintain the operating systems in proper working order, and will continue to maintain the property in a fit and habitable condition.

(c) The Certificate shall set forth the applicable rental license number for the property, the date of the last inspection conducted by the Department (where applicable) and the applicable zoning designation, and shall set out the process by which a tenant may request a further inspection of the property by the Department.

(d) Failure by the owner to correct code violations covered by subsection (2)(b)(iii) within thirty (30) days of receiving a notice of violation, or sooner as indicated by the Department, shall be considered to be noncompliance with this Section.

(3) *Fee.*

(a) The owner of the property shall not be required to pay a fee.

§ 9-3904. Vacant Lot License.

(1) *Required.*

(a) The owner of any lot on which no structure is built and no productive activity has been conducted with the owner's permission for at least the past three (3) months shall obtain a Vacant Lot License.

(b) *Exceptions.* No license is required for the following:

EXHIBIT O

12/21/2011 22:07 FAX 2155465355

ABRAHSON&DENENBERG, P.C.

002/022

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

DAMIAN GOLDSTEIN,

Plaintiff

v.

STEPHEN WEINER AND
MARJORIE WEINER,

Defendants.

NOVEMBER TERM 2010
NO. 3964

OPINION

SHUTTER, J.

FILED
CIVIL DIVISION
DEC 14 PM 3:33

DOCKETED
DEC 14 2011
L. OWENS
CIVIL ADMINISTRATION

Kenneth Baritz, Esquire - Attorney for Plaintiff
David Denenberg, Esquire - Attorney for Defendants

December 14, 2011

12/21/2011 22:07 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

003/022

I. Procedural Background

This matter was initiated by a *de novo* appeal from a landlord/tenant judgment entered on November 23, 2010 in the Philadelphia Municipal Court. Trial was scheduled in this case for March 28, 2011. On March 7, 2011 the defendants herein, Stephen and Marjorie Weiner (the "Defendants"), filed a Motion for Summary Judgment (the "Motion"). The response date assigned to the Motion was April 7, 2011. The plaintiff in these proceedings, Damian Goldman (the "Plaintiff"), filed an Answer in Opposition of Motion for Summary Judgment (the "Answer") on Friday, March 25, 2011, three days before trial.

On Monday, March 28, 2011, the parties appeared before this Court for trial. At that time, the Motion had not yet been assigned to a judge for disposition and, therefore, had not been ruled upon. Because the parties were all present and prepared to proceed, the trial went forward, effectively rendering the Motion moot. The Motion, Answer and memoranda of law, however, contain the parties' arguments on the legal issues raised in these proceedings. As a result, they were submitted to this Court prior to trial and are being considered in conjunction with the evidence adduced at trial. Each of the parties has also submitted a supplemental memorandum of law to address the constitutional issues raised by Plaintiff in his Answer.

II. Findings of Fact

On May 24, 2006, the Plaintiff and the Defendants entered into a written lease (the "Lease") for the premises located at 262 Renoff Street in Philadelphia (the "Premises"). [N.T. p. 3; 12-15] Plaintiff was the landlord under the Lease and the Defendants were the tenants. Pursuant to the terms of the Lease, the Defendants were to pay rent to the Plaintiff in the amount of \$650 per month. Late fees of \$65 were to be added in the event that rent was not paid by the 5th day of

12/21/2011 22:07 FAX 2155465355

ADRAVSON&DENENBERG, P.C.

004/022

each month. [N.T. p. 3; 17-20]. The Lease also entitled the landlord to attorney's fees in the event of a breach by the tenants. [N.T. p. 3; 15-16]. Plaintiff incurred \$3,100 in attorney's fees in connection with these proceedings, which he has already paid to his attorney. [N.T. p. 7; 18-24].

The Lease was for a period of one year and renewed yearly thereafter unless terminated by either party in accordance with the terms of the Lease. At the outset of the tenancy, the Defendants gave the Plaintiff a security deposit of \$650, as well as last months' rent of \$650. [N.T. p. 4; 1-3]. The Defendants resided at the Premises from June 1, 2006 through May 31, 2011. The Defendants paid all rent due under the Lease, although somewhat sporadically, from the beginning of the Lease term through September of 2009. [N.T. p. 13; 17-23]. No rent was paid from October 1, 2009 through May 31, 2010 when Defendants vacated the Premises and returned the keys to Plaintiff. [N.T. p. 5; 4-8].

On May 19, 2010, the Plaintiff filed a Landlord/Tenant Complaint in the Philadelphia Municipal Court to recover possession of the Premises due to non-payment of rent in the amount of \$5,720 (the "LT Complaint"). [N.T. p. 3; 21-24]. As required by both §102.7.1 of the Philadelphia Property Maintenance PMC (the "PMC") and Rule 109 of the Municipal Court Rules of Civil Procedure, the Plaintiff attached a Housing Inspection License for the Premises dated May 19, 2010 (the "Housing License") to the LT Complaint. That Housing License was obtained by the Plaintiff from the Philadelphia Department of Licenses and Inspections ("L&I") the same day on which the LT Complaint was filed. [N.T. p. 15; 1-24]. On May 31, 2010, subsequent to the filing of the LT Complaint, but prior to trial, the Defendants voluntarily vacated the Premises and returned the keys to the Plaintiff. [N.T. p. 16; 2-6]. After trial in Municipal Court, a judgment was entered in favor of Plaintiff in the amount of \$5,873.16 for unpaid rent and court costs. Because the Defendants vacated the Premises prior to trial in the

12/21/2011 22:07 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

005/022

Municipal Court, possession of the Premises was not an issue in those proceedings and, for that same reason, is not an issue in these proceedings.

The instant *de novo* appeal followed. At issue is the Plaintiff's entitlement to collect rent for the period from October 1, 2009 through May 31, 2010. The Defendants assert that pursuant to the PMC, the Plaintiff is barred from receiving rent for the period during which the Plaintiff failed to possess a Housing License for the Premises. The Defendants, however, concede that the Plaintiff is entitled to be paid rent for the period between the date that the Plaintiff obtained the Housing License, May 19, 2010, and the date the Defendants vacated, May 31, 2010. Defendants further concede that Plaintiff is entitled to be reimbursed for his legal fees of \$3,100 in accordance with the Lease. [N.T. p. 18;7- p.19;25 and p.32; 11-17]

III. DISCUSSION

The Defendants argue that the PMC specifically prohibits the Plaintiff from collecting rent for the entire period during which the Plaintiff failed to maintain a Housing License for the Premises. The Plaintiff, on the other hand, opines that the legislative intent behind the PMC was to simply require landlords to provide a current address at which they may be served with notice of any property violation by L&I.¹ He argues that the PMC was never intended to allow tenants to use its provisions as a defense in a civil action to collect the rent. Finally, Plaintiff argues that the portions of the PMC at issue in this case both cause a taking of his property without due process of law and create an unconstitutional interference with his private contractual rights.

¹ PM-102.5.1 requires Housing License applications to identify the rental property by address. PM-102.5.2 requires Housing License applications to identify the property owner's name and address, to indicate if the owner is a corporation and, if so, to provide the corporate address, and the name and address of at least one principal. PM-102.6.3 requires an owner to notify the L&I of any changes in address, ownership or corporate officers within 5 days. PM-102.6.5 requires a property owner to designate a property manager who L&I can require to take any action necessary to protect the public health safety and welfare.

12/21/2011 22:08 FAX 2155465355

ABRAHSON&DENENBERG, P.C.

006/022

A. The Philadelphia Property Maintenance Code

Section 102.6.4 of the PMC provides as follows:

PM-102.6.4 Rent Collection: *No person shall collect rent with respect to any property that is required to be licensed pursuant to this code unless a valid license has been issued for said property. At the inception of each tenancy, an owner shall provide to the tenant a Certificate of Rental Suitability issued by the Department no more than sixty (60) days prior to the inception of the tenancy along with a copy of the owner's attestation to the suitability of the dwelling unit as received by the department and a copy of the "City of Philadelphia Partners for Good Housing Handbook" issued by the Department and any succeeding documents.*

PM-102.6.4 [emphasis added].

Similarly, Section 102.7.1 of the PMC provides as follows:

PM-102.7.1 Non-compliance: *Any owner who is required to file a license application under this code or who fails to comply with the provisions of Section PM-102.0 as required, or whose license has been suspended or revoked under subsection PM-102.7.2 shall be denied the right to recover possession of the premises or to collect rent during or for the period of non-compliance or during or for the period of license suspension or revocation. In any action to recover possession of real property or to make any claim against a tenant, the owner shall attach a copy of the license together with any amendments thereto.*

PM-102.7.1 [emphasis added].

The clear and express language of §§102.6.4 and 102.7.1 of the PMC unequivocally provides that no landlord may collect rent while he or she does not possess a Housing License, or for the period during which the landlord failed to maintain such a license. As a result, there is no doubt that pursuant to the express terms of the PMC, the Defendants have no obligation to pay rent from the inception of the Lease through May 19, 2010. Thus, unless it is shown that courts have refused to enforce the PMC or similar laws with like provisions, or have constitutionally invalidated the same, the failure of

12/21/2011 22:08 FAX 2155485355

ABRAMSON & DENENBERG, P.C.

007/022

Plaintiff to obtain the Housing License prior to May 19, 2010 serves as a complete defense to Plaintiff's claim for rent accrued prior to May 19, 2010. For the reasons set forth below, this Court agrees with the Defendants' reading and application of the PMC, finds that the PMC is enforceable and finds that the PMC does not violate the provisions of either the United States Constitution or the Pennsylvania Constitution. As a result, the Plaintiff cannot collect rent for the period during which he did not have a valid Housing License.

B. Application of the PMC and Similar Licensure Laws by the Courts.

Neither this Court, nor the parties have uncovered any relevant cases specifically addressing the issue of whether §§102.6.4 and 102.7.1 of the PMC provide tenants with a defense to a claim for non-payment of rent, and it appears that no such cases exist. The parties did, however, provide this Court with an unpublished opinion authored by the Honorable Alan K. Silberstein in 1989 in the case of *Gloria Carter v. Vivian Sheldon*². A true and correct copy of the opinion is attached hereto as Exhibit "A". While that case involved a different factual and procedural situation than the instant case, its analysis and reasoning are helpful to the resolution of the present case.

In *Carter v. Sheldon*, the plaintiff, Gloria Carter, had been the tenant under a residential lease and the defendant, Vivian Sheldon, was her landlord. Carter had paid all of the rent due under the lease and moved out at the termination of the lease term. Thereafter, she discovered that for four of the months that she had been a tenant and had dutifully paid her rent, Sheldon had failed to possess a residential rental property license pursuant to §§7-504(5) and 7-505(1) of the

² The *Carter v. Sheldon* case has been archived and this Court was unable to retrieve any record of that case, including the Municipal Court case number or docket. It appears that the only remaining copy of the entire case is the reprinted version of the opinion from the *Legal Intelligencer* attached hereto as Exhibit "A", which was found by the parties and presented to this Court in the form of a partially illegible photo copy. This Court was able to read the case in its entirety by extrapolating the missing words from the surrounding context.

12/21/2011 22:08 FAX 2165465355

ABRAMSON&DENENBERG, P.C.

008/022

Philadelphia Code, which are the predecessors to §§102.6.4 and 102.7.1 of the PMC. Both §§7-504(5) and 7-505(1) contain similar language barring landlords from collecting rent for any period during which an owner of a rental property did not have a residential rental property license. As a result, Carter sued Sheldon in Municipal Court to recover \$1,200 in rent that she paid to Sheldon during the period that the property was unlicensed.

Judge Silberstein found that "[a]lthough the above-referenced ordinances penalize a landlord by not allowing him or her to collect rent for the period of non-compliance, the Philadelphia Code does not address the [then] instant situation of whether the landlord must return any rental payment received while in violation of the licensing provisions." *Carter v. Sheldon* at ¶ 4. The Court noted that "even though the landlord was not technically allowed to collect rent for this period [that she was unlicensed], she did in fact receive rental payments". *Id.* at ¶ 5.

In finding in favor of Sheldon, the defendant/ landlord, the court held that the rental license law "prevents an unlicensed landlord from bringing an action for back rent against a tenant, but it makes no mention of any rights that a tenant has for back rent already paid to an unlicensed landlord". *Id.* at ¶ 9 [emphasis added]. The court further found that because the payments were voluntarily made by the tenant and that the landlord had given the tenant the benefit of her bargain, there was no basis under either contract or equity principles to order the landlord to disgorge the payments.

In reaching its decision, the court in *Carter v. Sheldon*, noting that there were no Pennsylvania cases that had addressed the issues before the court, relied upon the persuasive reasoning set forth in the cases of *Comet Theater Enterprises v. Cartwright*, 195 F.2d 80 (9th Cir. 1982) and *Food Management, Inc. v. Blue Ribbon Beef Pack Inc.*, 413 F.2d 716 (8th Cir. 1969). In *Comet Theater*, the Ninth Circuit was asked to determine whether an unlicensed

12/21/2011 22:09 FAX 2155465355

ABRAHNSON&DENENBERG, P.C.

009/022

contractor was required to disgorge monies it had been paid for services rendered in the construction of a drive-in theater in California. The property owner sought to recover all monies paid to the contractor on the basis that the contract between the parties was illegal because of the contractor's failure to obtain a license required by the California Business and Professions PMC. The court stated that in California, "a contract made by an unlicensed contractor is illegal and void," *Comet Theater*, 195 F.2d at 81. The court observed, however, that there was no provision in the licensing statute that allowed persons who benefitted from full performance of a contract by an unlicensed contractor to recover the consideration voluntarily paid to the unlicensed contractor. Nor did the court believe that the public policy underlying the licensing act was effectuated by allowing the property owner to recover back monies voluntarily paid in return for benefits it received. The court found that the property owner "voluntarily paid the consideration for what it received acting under a mistake of fact of its legal rights" under the licensing statute instead of exercising its right "to refuse payment and to set up [the applicable] section [of the licensing statute] as a *perfect defense to any action brought by the defendants*." *Id.* at 81-82 [emphasis added]. Because the *Comet Theater* case involved an illegal transaction that was consummated voluntarily based on a mistake of law, the defendant/contractor was not required to disgorge the monies received.

Similarly, the *Food Management* case concerned a dispute over a contract involving the construction of a meat packing plant in Iowa. The plaintiff was hired by the defendant to design and oversee the construction of the plant. Under the contract at issue, the plaintiff was to provide the defendant with, *inter alia*, architectural and engineering services on the project. After a dispute between the parties arose under the contract, the defendant refused to pay the plaintiff the balance owed under the contract. After the plaintiff sued the defendant to pay for the balance of

12/21/2011 22:09 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

010/022

its services, the defendant counterclaimed for monies it had paid under the contract because it turned out that the plaintiff was not licensed to perform architectural or engineering services in the State of Iowa.

In its opinion, the Eighth Circuit quoted the trial court's unpublished opinion concerning the legal consequences of the plaintiff's failure to be properly licensed. The trial court stated:

"The general rule is that a contract made in the course of a business or occupation for which a license is required by one who has not obtained a license is unenforceable either where the statute expressly provides, or in the absence of an express provision, where the statute is a police power regulation declaring an unlicensed practice of the business or occupation to be illegal.

Food Management, at 720 (citing *Annot.*, 82 A.L.R. 2d 1429; 5 *Am. Jur. 2d Architects*, §4; 33 *Am. Jur. Licenses* §§70-71; 53 *C.J.S. Licenses* §59). The court agreed with the trial court that the portion of the contract that involved unlicensed engineering and architectural services was illegal. The court found that the plaintiff could not recover any unpaid amounts still due under the illegal portion involving the unlicensed engineering and architectural work. However, the court concluded that the defendant's counterclaim for disgorgement of monies it already paid should be denied because there was no legal basis "for the recovery back of money voluntarily paid under an architectural or engineering contract to an unlicensed party. *Id.* at 727. This was because the court felt that allowing "both retainment of services and recovery back of money paid is not necessary to effectuate the public policy of the licensing statutes, and there would be no inequitable harm to [defendant] in not invoking restitution because, as found by the trial court, it obtained the service it had bargained for." *Id.*; See also *Electrovoice International, Inc. v. Sarasohn Adjusting Company*, 149 Misc. 2d 924, 567 N.Y.S. 2d 568 (1990) (holding that an

12/21/2011 22:08 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

011/022

unlicensed public adjuster would not have been able to sue for unpaid fees, but may keep any monies paid voluntarily where the other party received the full benefit of its bargain).

What the foregoing cases have in common is that although they did not require disgorgement by the unlicensed party of payments received while in violation of the statute, they also all clearly held that the unlicensed party may not bring an action to enforce the contract and the other party may use the lack of a license as a defense to any such action. In the instant matter, the Defendants have not sought to recover any monies paid prior to October, 1, 2009, perhaps because they are aware that the above cases do not permit such recovery. However, as those cases provide, §§102.6.4 and 102.7.1 of the PMC provide Defendants with "a perfect defense" to Plaintiff's claims for unpaid rent due before May 19, 2010.

C. Public Policy Protected by the PMC.

The Plaintiff argues that the sole purpose of requiring landlords to obtain Housing Licenses is to simply provide the City of Philadelphia with a mechanism to obtain addresses in order to serve landlords with notice of housing violations. The Plaintiff argues that requiring a landlord to forfeit his or her right to collect rent because of a failure to obtain a Housing License does not further this specific intent of the PMC, but instead gives tenants a windfall which the Plaintiff deems unnecessary to effectuate the objectives of the PMC.

While the Plaintiff is correct about the specific reasons for requiring landlords to obtain Housing Licenses, he fails to understand the broader interests protected by the PMC and the reasons that Philadelphia City Council sought the information required to be provided in applications for Housing Licenses. Section 101.3 of the PMC sets forth this broader protection as follows:

PM-101.3 Intent: This PMC shall be construed to secure its expressed intent, which is to insure the public health, safety and welfare to the extent that they are

12/21/2011 22:09 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

012/022

affected by the continued occupancy of and maintenance of existing structures and premises. Existing structures and premises which are not in compliance with this code shall be altered or repaired to provide the maximum health safety and welfare as required herein.

PM-101.3.

Section 101.3 makes it clear that the PMC was enacted in the interest of protecting the health, safety and welfare of tenants and the general public from harm resulting from dangerous property conditions that exist at rental properties. Therefore, although the specific reason for requiring landlords to apply for and obtain a Housing License is to get landlords to supply information to L&I in order to facilitate proper service of violations and expedite remediation, this does not in any way limit the broader intent of prevention of public harm.

The same arguments made by the Plaintiff herein were also made to and rejected by the Supreme Court of New York in *Jo-Fra Properties, Inc. v. Leland Bobbe, et. al.*, 2009 Slip Op 31976U, 2009 N.Y. Misc. LEXIS 4520 (2009). In *Jo-Fra Properties*, the Plaintiff owned three commercial buildings in Manhattan designated as Interim Multiple Dwelling ("IMD") pursuant to New York State's Multiple Dwelling Law a/k/a the "Loft Law". *Jo-Fra Properties* at 1. The defendants were tenants of the units in the IMDs. The defendants had occupied the buildings for 10-20 years under commercial leases and were all now residing in the buildings. *Id.* at 4. The tenants had not paid rent for years. *Id.*

Pursuant to the terms of the Loft Law, the process of converting the buildings from commercial properties into residential lofts required the owner to go through a lengthy legalization process and obtain a Certificate of Occupancy ("CO"). *Id.* Under certain circumstances an owner could collect rent on an interim basis if an alteration permit was obtained and the owner was in complete compliance with the other provisions of the Loft Law. *Id.* at 23. Without such application and compliance, however the owner was prohibited by law

12/21/2011 22:10 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

013/022

from collecting rent during the conversion process. *Id.* Moreover, under the Loft Law, future compliance did not cure past non-compliance and rent which accrued during the period on non-compliance was not recoverable. *Id.* at 10. In the *Jo-Fra Properties* case, the owner therein did not obtain an alteration permit in time to allow him to collect rent on an interim basis. *Id.*

The owner brought suit, *inter alia*, to collect rent due from the defendants. The defendants defended the claim by asserting that the plaintiff had failed to obtain a CO in accordance with the Loft Law and as a result was barred from collecting rent. *Id.* at 10. The plaintiff made similar arguments to those made by the Plaintiff herein that: 1) the policy behind the Loft Law would be undermined by allowing the tenants to live rent free and deny the owner compensation for the use of his property; and that 2) "any interpretation that denies the plaintiff a right to collect rents is an unconstitutional regulatory taking of a property right without compensation, in violation of the Fifth Amendment"³. *Id.* at 7.

In ruling in favor of the defendant/tenants, the court in *Jo-Fra Properties* stated that because the Loft Law was remedial in nature "[it] is to be 'liberally construed' to spread its beneficial effects as widely as possible". *Id.* at 22. The court stated that "the purpose [of the Loft Law] is to facilitate the legalization of commercial and manufacturing loft buildings and interim multiple dwellings and bring them into compliance within a time certain." *Id.* at 28. The court found that the Loft Board had "no duty to ensure that petitioners had read the law' concerning deadlines [to obtain a CO or seek an alteration permit in time to collect rent]." *Id.* at 29. The court concluded

³ The court never reached the constitutional issue because it found that the plaintiff had failed to notify the New York Attorney General under a rule similar to Pa. R.Civ. P. 235. Pa.R.Civ.P. 235 requires that litigants promptly notify the Pennsylvania Attorney General of any allegations that a statute or ordinance is unconstitutional. This Court agrees with the Defendants that the Plaintiff herein failed to comply with Rule 235 by neglecting to notify the Pennsylvania Attorney General of his constitutional claims. However, this Court still resolves the constitutional issues raised by Plaintiff in the interest of settling the question for future litigants. Since this Court finds that the PMC is constitutional for the reasons explained below, there is no prejudice to the Commonwealth as a result of fact that the Attorney General did not participate in this case.

12/21/2011 22:10 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

014/022

that it was "charged with enforcing the statute as written" because the "language of the statute...is clear and unequivocal and not subject to judicial interpretation." *Id.* at 28.

Much like the Loft Law addressed in *Jo-Fra Properties*, the PMC is intended to protect the health safety and welfare of public from dangers created by unsafe rental properties and to ensure compliance with building and property codes. The CO required by the Loft Law is analogous to the Housing License that the Plaintiff herein failed to obtain. It is even easier for the Plaintiff to comply with the PMC by simply applying for a Housing License and paying a nominal fee. There are no requirements similar to those in the Loft Law of making alterations, obtaining an alteration permit and maintaining complete compliance with all other provisions of the law. The ease of obtaining a Housing License is no better evidenced than by the fact that the Plaintiff obtained one with little effort when he needed it to file his LT Complaint and initiate the instant proceedings. Thus, this Court agrees with the *Jo-Fra Properties* court that the PMC is a remedial ordinance and that the hardship of having to apply for the Housing License and pay a nominal fee are far outweighed by the goals of the PMC. Moreover, the consequences of failing to obtain a Housing License are clear and unequivocal and not subject to judicial interpretation. As a result, this Court finds no basis to permit the Plaintiff to collect rent during the period he failed to possess a Housing License.

D. Constitutionality of the Philadelphia Property Maintenance PMC

Having now found that the language and intent of the PMC expressly prohibits the Plaintiff from collecting the rents that accrued before he obtained his Housing License, we now turn to the Plaintiff's arguments that §§102.6.4 and 102.7.1 of the PMC are unconstitutional. He argues that to allow tenants to use those provisions as a defense to otherwise valid claims for rent confers unintended third party benefits upon tenants, resulting in either the taking of his property

12/21/2011 22:10 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

016/022

without due process of law, or the unconstitutional interference with private contractual rights entered into between he and the Defendants, both private parties.

1. Taking of Property without Due Process

In considering the constitutional issues raised by the Plaintiff, we need look no further than the Pennsylvania Supreme Court's decision in *DePaul v. Kauffman*, 441 Pa. 386, 272 A. 2d. 500 (1971). In *DePaul*, our Supreme Court was asked to invalidate the Pennsylvania Rent Withholding Act, 35 P.S. § 1700-1 (the "Rent Withholding Act") for the same reasons the Plaintiff seeks to invalidate §§102.6.4 and 102.7.1 of the PMC. The Rent Withholding Act is a statewide act that allows tenants to withhold their rent and pay the monies into escrow when a rental property is certified by a municipal authority as unfit for human habitation. Also, pursuant to the Rent Withholding Act, the tenant may not be evicted while the unsafe conditions exist. The Rent Withholding Act further provides that if the violations are cured within six-months, the landlord receives the rent monies paid into escrow. If not, the tenant gets the money back less the cost to repair the property to cure the violations.

In *DePaul*, the property owner argued that "the Rent Withholding Act works as an arbitrary and unreasonable taking of their property without due process of law by denying him the right to collect rent while simultaneously protecting the tenant from eviction." *DePaul*, 272 A. 2d at 504. In rejecting the *Fifth Amendment* takings argument, our Supreme Court indicated that "it has long been recognized that property rights are not absolute and that persons hold their property 'subject to valid police regulation made and to be made, for the health and comfort of the people.'" *Id.* (Citing *Nolan v. Jones*, 263 Pa. 124, 131, 106 A. 235, 237 (1919) and *Euclid v. Ambler Realty Co.*, 272 U.S. 365, 47 S. Ct. 114 (1926)). The *DePaul* court further explained that "among the legitimate objects of the regulation of property for the general welfare is an adequate

12/21/2011 22:11 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

016/022

supply of safe and decent housing. As put by Mr. Justice Holmes, 'Housing is a necessary of life. All the elements of a public interest justifying some degree of public control are present.'" *Id.* (Citing *Block v. Hirsh*, 256 U.S. 135, 156, 41 S. Ct. 458, 460 (1921)). The court did recognize that "the exercise of police power must not be unreasonable, unduly oppressive, or patently beyond the necessities of the case, and the means which it employs must have a real a substantial relation to the objects sought to be obtained. *Id.* (Citing *Gambone v. Commonwealth*, 375 Pa. 547, 551, 101 A. 2d 634, 637 (1954) and *Pennsylvania State Bd. of Pharmacy v. Pastor*, 441 Pa. 186, 272 A. 2d 487 (1970)).

In dispensing with the property owner's due process takings challenge, our Supreme Court concluded that the sanctions imposed upon rental property owner by the Rent Withholding Act "bear a real and substantial relationship to the objective of assuring decent and habitable rental property". *Id.* The Court recognized that "in many parts of the Commonwealth...what housing does exist is in very poor condition." *Id.* The court concluded that "[i]t seems a matter of common sense that one in the business of renting real estate for profit who is faced with the temporary or permanent loss of rental income will, in some instances, take steps to avoid that loss." *Id.* at 504-505. In response to the argument that the Rent Withholding Act provided unnecessary third party benefits to the tenants by prohibiting eviction while the property remains unfit, the *DePaul* court stated "[t]o be sure this statutory right is a windfall to the tenant. However, it serves as an additional deterrent inducing the landlord to maintain his property in a habitable condition." *Id.* at 506.

As discussed above, the stated intent behind requiring landlords to obtain a Housing License is the same as the intent behind the Rent Withholding Act. It is the stated goal of the Property Maintenance PMC to "insure the public health safety and welfare to the extent that they are

12/21/2011 22:11 FAX 2155485355

ABRAWSON&DENENBERG, P.C.

017/022

affected by the continued occupancy of and maintenance of existing structures and premises” PM-101.3. In order to provide the City of Philadelphia with a mechanism to enforce property PMC violations, it is necessary for the City to have a working database of information about who owns each rental property, who is responsible for its maintenance and where they may be served with notices of violations. This information permits L&I to make sure that any unsafe conditions that threaten the health and safety of the public will be remedied promptly by the proper party. The application and licensing requirements of the PMC clearly create only a *de minimus* burden when weighed against the protections afforded to the public by the PMC. It cannot reasonably be argued that compliance with these requirements is unduly oppressive. Moreover, the consequences of non-compliance with the PMC serve as equally a reasonable deterrent as the consequences of failing to maintain properties under the Rent Withholding Act. For these reasons, this Court finds that the provisions of §§102.6.4 and 102.7.1 of the PMC are valid and reasonable exercises of police power and do not cause the taking of Plaintiff’s property without due process of law.

2. Impairment of Private Contract

DePaul also considered and rejected the argument that that the Rent Withholding Act unconstitutionally impairs obligations agreed to by private parties which are memorialized in private contracts. *See Id.* at 506. “As applied to leases entered into and renewed after the effective date of the act, there can be no ‘impairment’, for the laws in force when a contract is entered into become part of the obligation of the contract ‘with the same effect as if expressly incorporated in its terms’”. *Id.* (Citing *Beaver County Bldg. & Loan Ass’n v. Winowich*, 323 Pa. 483, 489, 187 A. 481, 484 (1936); *Levy Leasing Co. v. Segal*, 258 U.S. 242, 249, 42 S. Ct. 289, 292 (1922) and *Oshkosh Waterworks Co. v. Oshkosh*, 187 U.S. 437, 446, 23 S. Ct. 234, 237

12/21/2011 22:11 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

018/022

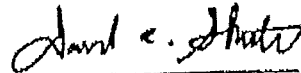
(1903)). With regard to leases that predated the Rental Withholding act, the court indicated that pre-existing contracts previously entered into between individuals are still "subject to the police power of the state, and therefore a statute passed in the legitimate exercise of a police power will be upheld by the courts, although it incidentally destroys existing contract rights." *Id.* at 507 [citations omitted].

In the instant matter, the Lease was clearly entered into subsequent to enactment of the PMC, and, therefore, is subject to the terms thereof. Thus there is no violation of the contract clauses of either the Pennsylvania Constitution or United States Constitutions. Even had the Lease not been created after the enactment of the PMC provisions in question here, we have already established that the provisions of the PMC challenged by the Plaintiff herein are valid exercises of police power and would pass muster anyway.

IV. CONCLUSION

For the foregoing reasons, this Court enters the following Order consistent herewith.

BY THE COURT:



Shuter, J.

DATE: December 14, 2011

12/21/2011 22:11 FAX 2155465355

ABRAMSON&DENENBERG, P.C.

019/022

FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
CIVIL TRIAL DIVISION

DAMIAN GOLDSTEIN,

Plaintiff

v.

STEPHEN WEINER AND
MARJORIE WEINER,

Defendants.

NOVEMBER TERM 2010
NO. 3964

ORDER

AND NOW this 14th day of December, 2011, upon consideration of the evidence presented at trial, the Memoranda of Law submitted by the parties and for the reasons set forth in the foregoing Opinion, it is hereby,

ORDERED that a net total finding is entered in favor of Damian Goldstein, the plaintiff in the above-captioned matter (the "Plaintiff") and against Stephen and Marjorie Weiner, the defendants in the above-captioned matter (the "Defendants") in the amount of \$2,701.61 (representing attorneys fees in the amount of \$3,100, plus pro-rated rent for twelve days, from May 20, 2010 through May 31, 2010 in the amount of 251.61, which together total \$3,351.61, less \$650 paid by the Defendants to the Plaintiff for last month's rent); and it is further

ORDERED that this Court enters a finding for the Defendants with regard to all other

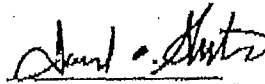
12/21/2011 22:12 FAX 2155465355

ABRAMSON&DENENBERG, P. C.

020/022

amounts claimed by the Plaintiff in these proceedings for rent and late fees that accrued from
October 1, 2009 through May 19, 2010.

BY THE COURT:

A handwritten signature in black ink, appearing to read "David A. Shuter", is written over a horizontal line.

Shuter, J.

EXHIBIT P

215686/7e1

Commission on Human Relations

11:10:40 a.m. 11-16-2016

2/4



CITY OF PHILADELPHIA

FAIR HOUSING COMMISSION
Curtis Center Building
601 Walnut St, 3rd Floor, Suite 300 South
Philadelphia, PA 19106
Telephone (215) 686-4670
Fax # (215) 686-4684

David T. Rammler, Esq.
Chairperson

Rue Landau Esq.
Executive Director

November 16, 2016

Patricia Mc Dermott
Deputy Court Administrator (Civil Division)
First Judicial District
1339 Chestnut Street, 6th Floor, Room 2
Philadelphia, PA 19107

**PHILADELPHIA MUNICIPAL COURT
RECEIVED**

NOV 16 2016

DEPUTY COURT ADMINISTRATOR

Re: Gerrell Martin v. Irineo Argentina Perez

FHC: F16-10-2730
LT Court Docket # 16-11-08-3756

Dear Ms. Mc Dermott:

The above referenced matter is scheduled for a Fair Housing Hearing on December 20, 2016. The Tenant filed this Fair Housing Complaint prior to the Landlord filing a Municipal Court Complaint on November 8, 2016.

This matter is scheduled for a Landlord- Tenant Hearing on December 7, 2016, in Room 3 at 8:45 AM.

As you know, Municipal Court Rule 134 mandates that, "If a tenant has filed a complaint which has been accepted by the Fair Housing Commission prior to the date a complaint of eviction is filed by the Landlord, the court shall continue the case for a sufficient period to enable the Commission to hold its hearings." Accordingly, since the Fair Housing Commission still has jurisdiction over this case and a hearing is scheduled, the Commission is requesting a continuance of the Landlord -Tenant hearing until after the December 20, 2016 Fair Housing hearing.

If you have any questions, please feel free to contact me at 215-686-4696.

Thank you.

Sincerely,

Kahlita Skipper
Kahlita Skipper
Fair Housing Staff

Levy000005

215636276
 1401 JFK Blvd
 Philadelphia PA 19102

11:11:09 a.m. 11-16-2016

3 / 4

Case Inspection Detail

Report Date 11/16/2016 10:43 AM

Submitted By

Page 1

Inspection # 3366524 A/P # 560154 Insp Type HCEU INSPE-ROUSING CODE ENFORCE INSP # 2

Property Information

Address 01916 CLAPENCE ST 0800000
 PHILADELPHIA PA 19134-2017
 Location

Application Information

Type CD ENFORCE CODE ENFORCEMENT UNITS Priority H A/P Name
 Desc of Case no heat

Initial Inspection

Call Date/Time ☐ System Generated Assigned To 204662
 Schedule Date/Time 10/31/2016 10:18 Order/Group 0 Preference
☐ Waived
 Location

Inspection Results

Inspected By Same Trip as Insp # 0
 Start Date/Time Odometer Start 0
 Completed Date/Time Odometer Stop 0
☐ Partial Inspection
 Status No Action

Comments

No Comments

Code Violations

Violation	PM15-109.1	Description	UNFIT STRUCTURE
Violation Date	10/17/2016	Status	Status Date
Location	no heat		
Comments	repair or replace heater		
Code Violation Text	The Department has deemed the structure referenced in this order Unfit. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public. The owner shall be prohibited from admitting any new tenants to any tenant space within such dwelling for the duration of such unfit designation PM-109		
Violation	PM15-602.2	Description	MECH AND ELEC - HEATING RESID
Violation Date	10/17/2016	Status	Status Date
Location	repair heater		
Comments			
Code Violation Text	DWELLINGS SHALL BE PROVIDED WITH HEATING FACILITIES CAPABLE OF MAINTAINING A ROOM TEMPERATURE OF 68°F (20°C) IN ALL HABITABLE ROOMS, BATHROOMS AND TOILET ROOMS. COOKING APPLIANCES SHALL NOT BE USED TO PROVIDE SPACE HEATING TO MEET THE REQUIREMENTS OF THIS SECTION. PM-602.2		

Levy000006

215686270

Commission on Human Relations

11/11/55 a.m 11-16-2016

4/4

1401 JFK Blvd
Philadelphia, PA 19102

Case Inspection Detail

Report Date	11/16/2016 10:44 AM	Submitted By		Page 1
Inspection #	3347717	A/P #	468651	Insp Type
			11CEU INSPCE-HOUSING CODE ENFORCE INSP	# 2
Property Information				
Address 01916 CLARENCE ST 0000000 PHILADELPHIA PA 19134-2017				
Location 1916 CLARENCE ST				
Application Information				
Type	CD ENFORCE	CODE ENFORCEMENT UNITS	Priority	NH
Desc of Case		PM VIOLATION TENANT #215-475-7338 WENT TO PROPERTY NO ANSWER AT THE DOOR owner info 3 6097274995		
Initial Inspection				
Call Date/Time		System Generated	Assigned To 204662	
Schedule Date/Time	11/02/2016 11:30	Order/Group	0	Preference
<input type="checkbox"/> Waived				
Location				
Inspection Results				
Inspected By	Same Trip as Insp #		0	
Start Date/Time	Odometer Start		0	<input type="checkbox"/> Partial Inspection
Completed Date/Time	Odometer Stop		0	Status No Action
Comments				
No Comments				
Code Violations				
Violation	PM-304.4/1	Description	EXT S-ROOF REPAIR	
Violation Date	09/28/2016	Status	Status Date	
Location	rear kitchen			
Comments				
Code Violation Text	The roof must be repaired. The roof and flashing must be sound, tight and not have defects that admit rain. Roof drainage must be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof water must not be discharged in a manner that creates a health or safety hazard. (See PM-304.4)			
Violation	PM 304.8/16	Description	EXT S-WINDOW REPAIR/REPLACE	
Violation Date	09/28/2016	Status	Status Date	
Location	Livingroom /			
Comments	repair or replace water leak when rain			
Code Violation Text	Loose and hanging glass and/or broken or deteriorated window elements must be repaired or replaced. (See PM-304.8)			
Violation	PM 407.2/7	Description	ELEC-COVER PLATE DEFECTIVE-RES	
Violation Date	09/28/2016	Status	Status Date	
Location	kitchen			
Comments				
Code Violation Text	The broken or missing cover plate(s) on electric switch and/or receptacle must be replaced. (See PM-407.2)			
Violation	PM15-304.15	Description	EXTERIOR STRUCTURE DOORS	
Violation Date	09/28/2016	Status	Status Date	
Location	not weather tight			
Comments				
Code Violation Text	ALL EXTERIOR DOORS, DOOR ASSEMBLIES AND HARDWARE SHALL BE MAINTAINED IN GOOD CONDITION. LOCKS AT ALL ENTRANCES TO DWELLING UNITS AND SLEEPING UNITS SHALL TIGHTLY SECURE THE DOOR. LOCKS ON MEANS OF EGRESS DOORS SHALL BE IN ACCORDANCE WITH CHAPTER 10 OF THE PHILADELPHIA FIRE CODE PM-304.15			

Levy000007

EXHIBIT Q



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

A7

LT-16-11-08-3756

Petitioner/Plaintiff: ARGENTINA PEREZ IRINEO 1515 MARKET STREET SUITE 950 PHILADELPHIA, PA 19102	Hearing Date: 12/07/2016
Respondent/Defendant: GERRELL MARTIN, AKA/DBA: AND ALL OCCUPANTS 1916 CLARENCE STREET PHILADELPHIA, PA 19134	Defendant #: 2100574 Courtroom/Time: 3 08:45 AM

Notice of Intent to Defend: No

AFFIDAVIT OF SERVICE

- 1) I served CO-DEF CURTIS on 11/19/16 at NEBA M.
- 2) Location of Service Address 1916 CLARENCE ST
- 3) ☒ at home ☐ place of business ☐ other
- (☒ in one box)
- ☒ Defendant personally served.
- ☐ Adult family member with whom said Defendant(s) reside(s).
- ☐ Adult in charge of Defendant(s) residence.
- ☐ Adult in charge of Defendant(s) residence who refuses to give name or relationship.
- ☐ Manager/Clerk of Place of Lodging In Which Defendant(s) Reside(s).
- ☐ Agent or person in charge of Defendant(s) office or usual place of business.
- ☐ Other _____

Name _____ Title/Relationship _____

Age 30 Height 6'0" Weight 170 Race B Sex M

AFFIDAVIT OF NO SERVICE

- 1) ___/___/___, at ___, M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other
- 2) ___/___/___, at ___, M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other
- 3) ___/___/___, at ___, M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

If Other _____

(Explanation)

I VERIFY that: 1) I am a competent adult over the age of eighteen, 2) I am not a party to this action, or an employee of a party in the action, and 3) that all of the statements made herein are true and correct and I acknowledge that I am subject to the penalties of 18 PA C.S. §4904 relating to Unsworn Falsification to Authorities.

Signature of Server _____ Print or Type:

Name of Server: M. NEISSER
 Address: 1030 N. DELAWARE AVE. #504
 Phone Number: 215-925-6400



10003-2182700-10-rk

56-100501



**PHILADELPHIA MUNICIPAL COURT
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

1339 Chestnut Street, 10th Floor, Philadelphia, PA 19107
Marsha H. Neifield, President Judge Patricia R. McDermott, Deputy Court Administrator

A7

LT-16-11-08-3756

Petitioner/Plaintiff: ARGENTINA PEREZ IRINEO 1515 MARKET STREET SUITE 950 PHILADELPHIA, PA 19102	Hearing Date: 12/07/2016
Respondent/Defendant: CURTIS SAMPSON, AKA/DBA: AND ALL OCCUPANTS 1916 CLARENCE STREET PHILADELPHIA, PA 19134	Defendant #: 2100575 Courtroom/Time: 3 08:45 AM

Notice of Intent to Defend: No

AFFIDAVIT OF SERVICE

1) I served CURTIS on 11/19/16 at 11:30 A.M.2) Location of Service Address 1916 CLARENCE ST.

3) (fill in one box)

- ☒ Defendant personally served.
☐ Adult family member with whom said Defendant(s) reside(s).
☐ Adult in charge of Defendant(s) residence.
☐ Adult in charge of Defendant(s) residence who refuses to give name or relationship.
☐ Manager/Clerk of Place of Lodging In Which Defendant(s) Reside(s).
☐ Agent or person in charge of Defendant(s) office or usual place of business.

☐ Other _____

Name _____ Title/Relationship _____

 Age 30 Height 6'0" Weight 170 Race B Sex M

AFFIDAVIT OF NO SERVICE

- 1) ____/____/____, at _____, .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other
 2) ____/____/____, at _____, .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other
 3) ____/____/____, at _____, .M. ☐ Moved ☐ Unknown ☐ No Answer ☐ Vacant ☐ Other

If Other _____

(Explanation)

I VERIFY that: 1) I am a competent adult over the age of eighteen, 2) I am not a party to this action, or an employee of a party in the action, and 3) that all of the statements made herein are true and correct and I acknowledge that I am subject to the penalties of 18 PA C.S. §4904 relating to Unsworn Falsification to Authorities.

Signature of Server _____ Print or Type:

 Name of Server: M. NEISSER
 Address: 1080 N. DELAWARE AVE. #504
 Phone Number: 215-925-6400


10003-2182701-10-r5

56-100501