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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’ RESPONSE CONTRA TO PLAINTIFFS’ STATEMENT OF
UNDISPUTED FACTS IN SUPPORT OF THEIR MOTION FOR SUMMARY
JUDGMENT**

Defendants Bart E. Levy, Esquire and Levy Law, LLC (collectively, “Levy”), by and through their counsel Clemm and Associates, LLC, respectfully submit their Response Contra to Plaintiffs’ Statement of Undisputed Facts in Support of Their Motion for Summary Judgment as well as Defendants’ Statement of Additional Material Facts that Preclude Summary Judgment, as follows:

1-3. Admitted.

4. Denied. The only undisputed fact in the record is that in October 2013, Ms. Martin signed a lease to rent a home at 1916 Clarence Street, Philadelphia, PA 19134 (the “Property”).

5. Denied. The only undisputed fact in the record is that the owner of the Property in 2013 (not Levy’s client) had no Philadelphia rental license in October 2013.

6. Denied. After reasonable investigation, Levy is without knowledge or information sufficient to form a belief as to the truth of whether the individual who owned the Property in October 2013 (not Levy's client) failed to provide Ms. Martin with a Certificate of Rental Suitability or Partners for Good Housing Handbook when Ms. Martin moved into the Property or any time thereafter.

7. Denied. After reasonable investigation, Levy is without knowledge or information sufficient to form a belief as to the truth of whether Ms. Martin called the Philadelphia Department of Licenses and Inspections ("L&I") about unspecified problems with the Property in 2014.

8. Denied as stated. On July 24, 2014 the Philadelphia Department of Licenses and Inspections issued a notice directed to Gabriela Manzano (not Levy's client) regarding violations for operating a residential rental property without a Housing Inspection License, a defective roof, defective windows, defective doors, defective interior walls, and defective cover plate(s) on electric switches.

9. Denied. After reasonable investigation, Levy is without knowledge or information sufficient to form a belief as to the truth of whether Mr. Sampson moved into the Property with Ms. Martin in 2016. (Plaintiffs' Exhibit "L" at pp. 18-20).

10-11. Admitted.

12. Denied. The only undisputed fact in the record is that Mr. Sampson spoke with an agent of Ms. Irineo in May or June of 2016 and told the agent that there were certain issues with the Property. (Plaintiffs' Exhibit "L" at pp. 13-14:23-20).

13. Admitted. However, Ms. Irineo obtained a Housing Inspection License on October 1, 2016 and a Certificate of Rental Suitability on March 31, 2017. (Plaintiffs' Exhibits "A" and "B" at ¶27).

14. Admitted.

15. Denied. Sufficient repairs to the Property were performed. (Plaintiffs' Exhibit "K" at pp. 113:10-23, 114:4-9; Plaintiffs' Exhibit "C" at pp. 23-28).

16. Denied as stated. Plaintiffs withheld rent beginning in September 2016. (Plaintiffs' Exhibit "K" at p. 55:6-9). Ms. Martin called L&I at some point in October 2016. (Plaintiffs' Exhibit "K" at p. 59:13-15).

17. Admitted. However, the citations were sent to “Manzo Gabriela” and “Archer Realty NE,” and not Ms. Irineo. (Plaintiffs’ Exhibit “C” at pp. 19-24).

18-19. Admitted.

20. Denied. In October 2016, L&I issued a violation to Ms. Irineo for “no heat” at the Property. (Plaintiffs’ Exhibit “C” at p. 31).

21. Denied. The portion of the record cited by Plaintiffs in this allegation does not state this fact. At some point, L&I deemed the Property unfit because it lacked heat. The Property was listed as in “compliance” as of December 14, 2016. (Plaintiffs’ Exhibit “C” at p. 36).

22. Denied as stated. At some point, L&I deemed the Property unfit because it lacked heat. The Property was listed as in “compliance” as of December 14, 2016. (Plaintiffs’ Exhibit “C” at p. 36).

23. Denied. L&I sent notices of violations to 6282 Kindred Street, Philadelphia, PA which was an address listed on the Rental License. (Plaintiffs’ Exhibit “C” at pp. 31-45; Plaintiffs’ Exhibit “D”).

24-29. Admitted.

30. Admitted. By way of further response, Levy and/or his office did not communicate with Ms. Irineo because she does not speak English and therefore had to communicate through agents of Ms. Irineo regarding Ms. Irineo’s case. (Plaintiffs’ Exhibit “J” at pp. 147, 148:1-5).

31. Denied. Levy could not recall specifically how he communicated with Ms. Irineo or her agents but did recall that he and/or his office communicated with Ms. Irineo and/or her agents regarding the allegations in the landlord-tenant complaint prior to filing the landlord-tenant complaint. (Plaintiffs’ Exhibit “J” at pp. 90:7-11, 91:15-17, 92:2-7).

32-33. Admitted.

34. Denied as stated. The notice to vacate demanded possession of the Property. (Plaintiffs’ Exhibit “E”).

35-37. Admitted.

38. Denied. Levy's demand for \$500 in attorney’s fees was based upon the fact that as of the time that the Complaint was filed, Levy had earned in excess of \$500 and Levy's client owed him \$500. Although only \$250 had been paid on account by the client to Levy, the additional

\$250 was owed and had to be paid by the client based upon the services being provided by Mr. Levy in connection with the eviction proceeding. (Levy Affidavit at ¶¶ 8, 9 13-15, 19)

39-42. Admitted.

43. Denied. It is specifically denied that the Fair Housing Commission found that Plaintiffs owed no rent to Ms. Irineo as a matter of law. The Final Order issued by the Fair Housing Commission stated that “[n]o rent is due or owing from the Tenant to the Landlord until and unless a Certificate of Rental Suitability is provided after the [L&I] Compliance Notice.” (Plaintiffs’ Exhibit “H” at p. Levy 000111, Plaintiffs’ Exhibit “J” at p. 114).

44. Denied. The Final Order issued by the Fair Housing Commission stated that “[n]o rent is due or owing from the Tenant to the Landlord until and unless a Certificate of Rental Suitability is provided after the [L&I] Compliance Notice.” (Plaintiffs’ Exhibit “H” at p. Levy 000111).

45. Admitted.

46. Denied as stated. Levy withdrew the eviction complaint against Ms. Martin and Mr. Sampson on March 2, 2017 after he obtained authorization from his client to do so. (Plaintiffs’ Exhibit “J” at pp. 110:13-18, 111:3-13, 112:2-5, 131:3-10)

47. Denied. After the Final Order was issued by the Fair Housing Commission, Levy thought that if the Landlord-Tenant action went before a Judge, the Judge would find “judgment for defendant based on the final order of the Fair Housing Commission.” (Plaintiffs’ Exhibit “J” at p. 111:17-20). However, the final order did not bar the landlord from obtaining a Certificate of Rental Suitability and presenting the Certificate of Rental Suitability to the tenant prior to the March 2, 2017 court appearance. (Plaintiffs’ Exhibit “J” at p. 114:7-15). The landlord had the right to proceed with the landlord-tenant action on March 2, 2017. (Plaintiffs’ Exhibit “J” at p. 114:7-16).

48-50. Admitted.

51. Denied. Levy’s staff asks clients for the components or elements of the Philadelphia Municipal Court Landlord-Tenant Complaint (Plaintiffs’ Exhibit “J” at p. 16:14-21) including determining whether there is a landlord-tenant relationship, determining whether there is a license, obtaining an accounting system or ledger of some kind, and obtaining the lease. (Plaintiffs’ Exhibit “J” at pp. 18-19:20-12). Then either Mr. Levy or one of his employees files

the Complaint on the Philadelphia Municipal Court e-filing website. (Plaintiffs' Exhibit "J" at pp.55:22-57:4).

52-53. Admitted.

54. Denied. Under the heading "Managing Phone calls" in the Paralegal Training Guide, Levy instructs his staff to "[a]lways 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." (Plaintiffs' Exhibit "M" at p. 17).

55. Denied. In November of 2016, Levy asked his client whether she had a valid license, but did not ask for proof. (Plaintiffs' Exhibit "J" at p. 42:2-45:5).

56. Admitted.

57-58. Denied. Levy stated that the Court has discretion in allowing or denying a landlord the ability to collect rent if the landlord does not possess a Certificate of Rental Suitability. (Plaintiffs' Exhibit "J" at p. 47:8-23). Some of the Philadelphia Municipal Court Judges will not allow landlords to collect rent if the landlord does not possess a Certificate of Rental Suitability because it is a contested issue. (Plaintiffs' Exhibit "J" at p. 48:4-9). However, Philadelphia Municipal Court Judges regularly award rent when there is no license and there is no Certificate of Rental Suitability. (Plaintiffs' Exhibit "J" at p. 48:22-49:2). Levy would file eviction actions even without a Certificate of Rental Suitability because "there was an excellent chance that the judge would award rent nevertheless and the landlord was entitled [to demand rent] . . . based on the fact that the court only required a current Housing Inspection License." (Plaintiffs' Exhibit "J" at p. 50:18-51:8).

59-61. Admitted.

62. Denied. The allegations in paragraph 62 contain conclusions of law to which no response is required. It is specifically denied that Ms. Martin and Mr. Sampson suffered damages as a result of Levy's representation of the landlord in the Landlord-Tenant action.

**DEFENDANTS' STATEMENT OF ADDITIONAL MATERIAL FACTS THAT
PRECLUDE SUMMARY JUDGMENT**

63. Levy files approximately 2-3,000 eviction actions per year. (Plaintiffs' Exhibit "J" at p. 5:19-22).

64. Mr. Levy began his career as a "tenant lawyer" in landlord-tenant actions, currently represents tenants and landlords, and has represented approximately 7,000 or 8,000 tenants in landlord-tenant matters over his career. (Plaintiffs' Exhibit "J" at p. 6:6-13).

65. Mr. Levy spends almost every weekday in landlord tenant court for two sessions per day representing either landlords or tenants. (Plaintiffs' Exhibit "J" at pp. 5:23-7:3).

66. Because Mr. Levy spends almost every weekday in landlord tenant court, his staff performs a majority of the client intake. (Plaintiffs' Exhibit "J" at p. 16:1-2).

67. Levy's firm consists of Mr. Levy, two well-trained paralegals, a receptionist, and one associate attorney. (Plaintiffs' Exhibit "J" at p. 16:3-8).

68. Either a paralegal or the associate attorney performs client intake if Mr. Levy is not in the office. (Plaintiffs' Exhibit "J" at p. 16:9-11).

69. Mr. Levy has a standard procedure for his staff regarding landlord-tenant actions where he has trained his staff to ask clients for the components or elements of the Philadelphia Municipal Court landlord-tenant complaint. (Plaintiffs' Exhibit "J" at p. 16:14-21).

70. The components of Mr. Levy's procedure include (1) determining whether there is a landlord-tenant relationship between the parties; (2) determining whether the landlord has a license; (3) determining the landlord's accounting system; and (4) obtaining or asking questions about the lease. (Plaintiffs' Exhibit "J" at pp. 16:22-19:12).

71. Levy has a "Paralegal Training Guide" which includes detail regarding the procedures to be used by Levy's staff in landlord-tenant matters. (Plaintiffs' Exhibit "M").

72. Levy also has a "work-flow log" which shows the documents that Levy has obtained and the stage of the litigation in a landlord-tenant action. (Plaintiffs' Exhibit "J" at p. 57:5-16).

73. Before Levy sends a Notice to Vacate to a tenant, Levy verifies that there is a property license at the property because a claim will be rejected by the court without a current valid license. (Plaintiffs' Exhibit "J" at p. 36:2-17).

74. In November 2016, when filing an eviction action, Levy relied on the representations of their clients regarding whether the landlord had a current housing inspection license and whether property in question was licensed when the action was filed and for the periods during which the landlord was demanding rent and/or other amounts allegedly owed. (Plaintiffs' Exhibit "J" at p. 42:13-18).

75. In November 2016, when reviewing a demand letter, Mr. Levy checked for a Certificate of Rental Suitability, and if he did not find one, he would ask the landlord whether they had a Certificate of Rental Suitability. (Plaintiffs' Exhibit "J" at p. 41:6-18).

76. However, if Levy did not receive a Certificate of Rental Suitability from the landlord, Levy would still file suit because there was an excellent chance that the [Municipal Court] judge would award rent and the landlord was entitled to request back-rent and other amounts allegedly due based on the fact that the court only requires a current housing inspection license and because judges regularly award rent where there is no license and there is no Certificate of Rental Suitability. (Plaintiffs' Exhibit "J" at pp. 48:24-49:5, 50:21-51:8).

77. Further, the courts will award possession without a Certificate of Rental Suitability for termination of term if the judge is convinced that the relationship really ought to end. (Plaintiffs' Exhibit "J" at pp. 58:11-24).

78. In November 2016, Levy relied on the representation of the client landlord regarding whether the Department of Licenses and Inspections ("L&I") issued violations at a property in question. (Plaintiffs' Exhibit "J" at p.53:1-6).

79. The website phila.gov/LI allows an individual to check a property in Philadelphia regarding whether there are any outstanding L&I violations. (Plaintiffs' Exhibit "J" at p. 53:7-12).

80. However, this website does not report every L&I violation at a property. In fact, very often the website is backdated. Very often the website is unreliable. Very often the website will show no violations when there are violations. Very often the website is down. (Plaintiffs' Exhibit "J" at p. 53:13-21).

81. In November 2016, Mr. Levy would only check the website if his landlord client represented to Levy that the landlord was unable to get a Certificate of Rental Suitability because if the landlord client made this representation, Mr. Levy knew that there had to be some reason that the landlord client could not get a Certificate of Rental Suitability including but not limited

to the fact that there may be violations at the property or that the website did not show that a housing inspection license was renewed when in fact the license was renewed. (Plaintiffs' Exhibit "J" at p. 54:7-21).

82. In November 2016, Levy had to rely on the representation of the landlord client regarding whether the Property was fit for its intended purpose and whether a tenant was actually living in the property. (Plaintiffs' Exhibit "J" at pp. 60:18-21, 61:19-22).

83. When Levy sends a Notice to Vacate to a tenant, Levy will include a demand for attorney's fees if it is prescribed in the contract or if the landlord tells Levy that the lease involved with the landlord-tenant matter is a Pennsylvania Association of Realtors Lease (which contains an attorney's fee provision) and is lost. (Plaintiffs' Exhibit "J" at p. 11:4-12).

84. Levy will not include a demand for attorney's fees in a Notice to Vacate if there is no basis for doing so. (Plaintiffs' Exhibit "J" at p. 11:15-16).

85. In this case, Levy's client, Argentina Irineo (the "Owner") emailed Levy a current housing inspection license for the Property sometime prior to the filing date of November 8, 2016 of the landlord-tenant complaint. (Plaintiffs' Exhibit "J" at pp. 70:21-71:2).

86. Based upon Levy's procedures it is likely that the Owner (or her agent) told Levy that she possessed a Certificate of Rental Suitability prior to November 8, 2016. (Plaintiffs' Exhibit "J" at p. 72:14-16).

87. At some point prior to November 8, 2016, the Owner (or her agent) represented to Levy that the Property was fit for its intended purpose. (Plaintiffs' Exhibit "J" at p. 90:2-11).

88. At some point prior to November 8, 2016, the Owner (or her agent) represented to Levy that she was unaware of any open notice issued by L&I alleging that the property at issue is in violation of one or more provisions of the Philadelphia code. (Plaintiffs' Exhibit "J" at p. 91:6-17).

89. The lease provided for an award of legal fees if the tenant was in default under the lease. (Exhibit "1").

90. Levy fully anticipated that this eviction action would cost a minimum of \$500 in legal fees. (Plaintiffs' Exhibit "J" at p. 85:20-22).

91. Mr. Levy is sure that the Owner (or her agent) actually made these representations to Levy because of Levy's procedures (described above). (Plaintiffs' Exhibit "J" at p. 92:2-6).

92. Levy verified the information in the Owner's landlord tenant complaint verbally with the Owner (or her agent). (Plaintiffs' Exhibit "J" at pp. 92:13-93:4).

93. Levy was unaware of any open L&I violations at the subject property prior to filing the landlord-tenant complaint. (Plaintiffs' Exhibit "J" at pp. 95-99).

94. When Levy received notice of the L&I violations, he informed the Owner of the violations. (Plaintiffs' Exhibit "J" at p. 101:22-24).

95. The Fair Housing Commission issued a final order on February 7, 2017. (Plaintiffs' Exhibit "H").

96. The final order did not prevent the Owner from obtaining a Certificate of Rental Suitability and presenting it to the tenant prior to the March 2, 2017 hearing date in the landlord-tenant action. (Plaintiffs' Exhibit "J" at p. 114:7-16).

97. The final order did not prevent the Owner from demanding rent for any period of time after which the Owner obtained and presented to the tenants a Certificate of Rental Suitability. (Plaintiffs' Exhibit "J" at p. 116:3-22).

98. Levy, on behalf of the Owner, withdrew the landlord tenant action on March 2, 2017. (Plaintiffs' Exhibit "J" at p. 110:13-15).

99. Levy could not withdraw the landlord-tenant action until the Owner authorized him to do so. (Plaintiffs' Exhibit "J" at pp. 110:23-111:9)

100. Levy was not fully authorized to withdraw the landlord-tenant action until March 2, 2017. (Plaintiffs' Exhibit "J" at p. 111:12-13).

101. Plaintiffs received a copy of Levy's Notice to Vacate dated November 7, 2016. (Plaintiffs' Exhibit "K" at p. 64:5-6).

102. The November 7, 2016 letter was the first time that Plaintiffs were ever contacted by Levy. (Plaintiffs' Exhibit "K" at p. 64:10-12).

103. Plaintiffs could not remember contacting or being contacted by Levy other than through the Notice to Vacate and when Mr. Levy's name appeared on the landlord-tenant complaint. (Plaintiffs' Exhibit "K" at pp. 65:5-11, 68:5-19, 72:1-16, 84:12-18, Plaintiffs' Exhibit "L" at p. 24:15-22, 38:12-23)

104. Plaintiffs were never contacted by Levy via telephone. (Plaintiffs' Exhibit "K" at p. 71:22-24, Plaintiffs' Exhibit "L" at p. 40:15-17)

105. Plaintiff Gerrell Martin (“Martin”) is unaware of the substance of conversations between Levy and the Owner (or her agents). (Plaintiffs’ Exhibit “K” at pp. 70:18-22, 84:24-85:4, 126:16-127:7, 130:18-21).

106. Martin does not know whether the Owner ever received a violation notice issued by L&I. (Plaintiffs’ Exhibit “K” at p. 79:2-11).

107. Levy never stated to Plaintiffs that the fact they were not paying rent would result in their arrest. (Plaintiffs’ Exhibit “K” at pp. 130:22-131:1).

108. Levy never represented to Plaintiffs that the fact that they were withholding rent would result in the seizure or sale of any of Plaintiffs’ property. (Plaintiffs’ Exhibit “K” at p. 131:2-6).

109. Levy never represented to Plaintiffs that withholding rent would make it difficult for them to assert a claim or defense to defend themselves in the landlord/tenant action. (Plaintiffs’ Exhibit “K” at p. 131:16-21).

110. Levy never communicated to Plaintiffs that they had in any way committed a crime. (Plaintiffs’ Exhibit “K” at p. 131:2-16).

111. Levy never stated to Plaintiffs that Levy would disclose Plaintiffs’ credit information to anyone. (Plaintiffs’ Exhibit “K” at p. 132:17-20).

112. At her deposition, Martin was unsure whether “Bart Levy” was the name of the attorney who represented her landlord. (Plaintiffs’ Exhibit “K” at p. 153:5-7).

113. Plaintiff Curtis Sampson (“Sampson”) never filed any fair housing complaints, never appeared for any court hearings, never contacted L&I, and was not aware of any outstanding violations issued by L&I in 2014. (Plaintiffs’ Exhibit “L” at pp. 24:23-26:19, 31:16-24, 33:23-34:18, 40:18-20).

114. Sampson did not remember seeing the Notice to Vacate sent by Levy in November 2016. (Plaintiffs’ Exhibit “L” at p. 27:10-12).

115. Sampson did not remember receiving the landlord tenant complaint. (Plaintiffs’ Exhibit “L” at pp. 32:9-16, 33:13-19).

116. In October or November, 2016, Levy was retained by the “Owner who had recently purchased the property located at 1916 Clarence St., Philadelphia PA 19134 (the “Property”). (Affidavit of Bart E. Levy at ¶5).

117. The Owner is Hispanic and spoke little if any English and Levy and his staff communicated with the Owner through one or more interpreters, some of whom he believes may have been related to the Owner. (Affidavit of Bart E. Levy at ¶6).

118. Levy was retained by the Owner to represent her in connection with certain defaults under a residential lease by Martin and Sampson (the “Tenants”), who at that time were occupying the Property. (Affidavit of Bart E. Levy at ¶7).

119. Pursuant to the terms of Levy’s engagement as counsel for the Owner, Levy agreed to charge the Owner \$500 for filing a landlord-tenant complaint, appearing at one hearing, obtaining a judgment for possession, obtaining a writ of possession and completing the process by which possession of the Property would be turned back over to the Owner. (Affidavit of Bart E. Levy at ¶8).

120. Pursuant to the terms of Levy’s engagement as counsel for the Owner, the Owner was billed and paid Levy \$250 at the commencement of his engagement with the understanding that the additional \$250 would be paid at the time that possession of the Property was turned back over to the Owner. (Affidavit of Bart E. Levy at ¶9).

121. As of 2017, the normal hourly rate which Mr. Levy charged to most clients was \$350 per hour, which is a reasonable and appropriate rate based upon his knowledge of similarly situated attorneys in Philadelphia with similar age and experience. (Affidavit of Bart E. Levy at ¶10).

122. In his practice, Mr. Levy utilizes the services of paralegals who report to him and whose services he reviews and directs. (Affidavit of Bart E. Levy at ¶11).

123. As of 2017, the normal hourly rate which Mr. Levy charged to most clients for services provided by his paralegals was \$75 per hour, which is a reasonable and appropriate rate based upon his knowledge of similarly situated paralegals who worked for law firms in Philadelphia, with similar age and experience. (Affidavit of Bart E. Levy at ¶12).

124. Prior to filing the landlord-tenant complaint (the “Complaint”) against the Tenants, Mr. Levy’s paralegals did the intake for the case, spoke with the Owner through an interpreter on several occasions to obtain the facts necessary in order to prepare the Complaint, prepared the Complaint and then filed the Complaint, which took approximately 3.5 hours of their time. (Affidavit of Bart E. Levy at ¶13).

125. Mr. Levy spent approximately one hour reviewing the file and reviewing their work, including the Complaint, before the Complaint was filed. (Affidavit of Bart E. Levy at ¶14).

126. Based upon the work which was done by Mr. Levy's office prior to filing the Complaint, in excess of \$500 had been earned based on the legal services provided by Levy for the Owner. (Affidavit of Bart E. Levy at ¶15).

127. Levy typically does not charge an owner the full amount based upon the number of hours spent on a landlord-tenant case because of the significant competition among attorneys in Philadelphia for this type of work and the need to charge limited, flat fees for this type of work. (Affidavit of Bart E. Levy at ¶16).

128. Because Levy handles a number of these types of landlord-tenant cases, charging this type of limited, flat fee for this type of work is appropriate and advisable. (Affidavit of Bart E. Levy at ¶17).

129. However, this does not mean that Levy had not legitimately earned \$500 by the time the landlord-tenant complaint was filed; rather, Levy agreed to take a lesser amount for business reasons. (Affidavit of Bart E. Levy at ¶18).

130. The Owner was obliged to pay Levy the full \$500 under any circumstances. (Affidavit of Bart E. Levy at ¶19).

131. Because of the difficulties encountered in this case, Levy ended up not collecting the additional \$250 from the Owner in this case. (Affidavit of Bart E. Levy at ¶20).

132. If the full amount of the legal fees being charged is not included as part of the damages being claimed in the Complaint, the Owner would not be able to recover the full amount of the attorney's fees incurred without filing a new and separate civil action, which would certainly be a waste of time and not be cost effective. (Affidavit of Bart E. Levy at ¶21).

133. If the landlord-tenant case was litigated through the entry of judgment and the issuance of the writ of possession, there is no question that the \$500 total legal fee would not only have been earned but would also have been paid. (Affidavit of Bart E. Levy at ¶22).

134. If the landlord-tenant case had settled prior to the entry of judgment or prior to the issuance of the writ of possession, the parties would have negotiated and agreed to all, some or none of the attorney's fees being recovered as part of the settlement and therefore the Tenants

would have a specific say, either individually or through counsel, as to how much attorney's fees they would be paying to the Owner. (Affidavit of Bart E. Levy at ¶23).

135. The Tenants were not misled as to the amount of attorney's fees earned and recoverable in the landlord-tenant case, based upon the inclusion of \$500 as recoverable attorney's fees in the Complaint. (Affidavit of Bart E. Levy at ¶24).

CLEMM AND ASSOCIATES, LLC

Dated: March 20, 2018

By: /s/ Mark C. Clemm
Mark C. Clemm, Esquire
Katie M. Clemm, Esquire
Attorneys for Defendants