

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

GERRELL MARTIN and CURTIS SAMPSON,

Plaintiffs,

vs.

LEVYLAW, LLC and BART E. LEVY,

Defendants.

CIVIL ACTION

No.: 17-1139

**AFFIDAVIT OF BART E. LEVY CONTRA MOTION FOR SUMMARY JUDGMENT  
FILED BY PLAINTIFFS**

I, Bart E. Levy, make the following statements which are true and correct to the best of my knowledge, information and belief.

1. I am an attorney licensed to practice law in the Commonwealth of Pennsylvania.
2. I am 62 years old and had been practicing law for approximately 10 years.
3. My firm, which is known as LevyLaw, LLC, is a Pennsylvania limited liability company located at 1515 Market St., Suite 805, Philadelphia PA 19102.
4. For the last 7 years, the primary focus of my practice has been the representation of landlords and tenants in the Philadelphia Municipal Court.
5. In October or November, 2016, I was retained by Argentina Perez Irineo (the "Owner"), who had recently purchased the property located at 1916 Clarence St., Philadelphia PA 19134 (the "Property").
6. The Owner is Hispanic and spoke little if any English and I and my staff communicated with the Owner through one or more interpreters, some of whom I believe may have been related to the Owner.
7. I was retained by the Owner to represent her in connection with certain defaults under a residential lease by Gerrell Martin and Curtis Sampson (the "Tenants"), who at that time were occupying the Property.

8. Pursuant to the terms of my engagement as counsel for the Owner, I 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.
9. Pursuant to the terms of my engagement as counsel for the Owner, the owner was billed and paid me \$250 at the commencement of my 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.
10. As of 2017, the normal hourly rate which I charged to most clients was \$350 per hour, which is a reasonable and appropriate rate based upon my knowledge of similarly situated attorneys in Philadelphia with similar age and experience.
11. In my practice, I utilize the services of paralegals who report to me and whose services I review and direct.
12. As of 2017, the normal hourly rate which I charged to most clients for services provided by my paralegals was \$75 per hour, which is a reasonable and appropriate rate based upon my knowledge of similarly situated paralegals who work for law firms in Philadelphia, with similar age and experience.
13. Prior to filing the landlord-tenant complaint (the "Complaint") against the Tenants, my 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.
14. I spent approximately one hour reviewing the file and reviewing their work, including the Complaint, before the Complaint was filed.
15. Based upon the work which was done by my office prior to filing the Complaint, in excess of \$500 had been earned based on the legal services provided by my office for the Owner.
16. I typically do 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.

17. Because I handle 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.
18. However, this does not mean that I have not legitimately earned \$500 by the time the landlord-tenant complaint is filed; rather, I have agreed to take a lesser amount for my own business reasons.
19. The Owner was obliged to pay me the full \$500 under any circumstances.
20. Because of the difficulties encountered in this case, I ended up not collecting the additional \$250 from the Owner in this case.
21. 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.
22. 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.
23. 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.
24. 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.



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Bart E. Levy

Commonwealth of Pennsylvania

County of Philadelphia

Signed and sworn to before me this 20<sup>th</sup> day of March, 2018 by Bart E. Levy.

  
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Notarial Officer

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
MARILYN J. PITTS, Notary Public  
City of Philadelphia, Philadelphia County  
My Commission Expires May 8, 2018

