

**COURT OF COMMON PLEAS OF PHILADLEPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA**

PUBLIC INTEREST LAW CENTER

By: Dan Urevick-Ackelsberg, Esquire

Atty. ID No.: 307758

dackelsberg@pubintl.org

By: George A. Donnelly, Esquire

Atty. ID No.: 321317

gdonnelly@pubintl.org

1709 Benjamin Franklin Parkway, 2nd Floor

Philadelphia, PA 19103

215-627-7100

BALLARD SPAHR LLP

By: Matthew A. White

Atty. ID No.: 55812

whitema@ballardspahr.com

By: Michael R. McDonald

Admitted pro hac vice

mcdonaldm@ballardspahr.com

1735 Market Street, 51st Floor

Philadelphia, PA 19103-7599

215-665-8500

Attorneys for Plaintiffs

ROSA CORREA and MICHAEL HAMILTON,

Plaintiffs,

v.

ABC CAPITAL INVESTMENTS LLC, ABC
CAPITAL REALTY LLC, and SAAT
INVESTMENTS LLC,

Defendants.

CIVIL DIVISION

NOVEMBER TERM, 2018

NO. 181101533

ANSWER TO NEW MATTER

Plaintiffs Rosa Correa and Michael Hamilton, through their counsel, submit the following answer to Defendants ABC Capital Investments LLC, ABC Capital Realty LLC, and SAAT Investments LLC's New Matter:

95. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

96. Admitted.

97. Denied. After a reasonable investigation, Plaintiffs are unable to determine the truth of the matter asserted. By way of further response, Plaintiffs had no knowledge of any differences between the ABC Capital entities.

98. Denied. After a reasonable investigation, Plaintiffs are unable to determine the truth of the matter asserted. By way of further response, Plaintiffs had no knowledge of any differences between the ABC Capital entities.

99. Admitted.

100. Denied. After a reasonable investigation, Plaintiffs are unable to determine the truth of the matter asserted. By way of further response, Plaintiffs had no knowledge of any differences between the ABC Capital entities.

101. Denied. To the extent the allegation seeks to paraphrase or characterize the contents of a written document, the document speaks for itself and Plaintiffs deny the allegations to the extent they are inconsistent with that document.

102. Admitted in part and denied in part. To the extent the allegation seeks to paraphrase or characterize the contents of a written document, the document speaks for itself and Plaintiffs deny the allegations to the extent they are inconsistent with that document. It is admitted that the lease contains this illegal lease term.

103. Denied as stated. It is admitted that Plaintiffs signed the lease. It is denied they accepted the illegal terms in the lease voluntarily.

104. Admitted.

105. Admitted. It is admitted that Plaintiffs inspected the Property, were promised repairs and other work done before they were to move in, and that Defendants broke these promises.

106. Admitted in part and denied in part. To the extent the allegation seeks to paraphrase or characterize the contents of a written document, the document speaks for itself and Plaintiffs deny the allegations to the extent they are inconsistent with that document. It is admitted that the lease contains this illegal lease term.

107. Admitted in part and denied in part. To the extent the allegation seeks to paraphrase or characterize the contents of a written document, the document speaks for itself and Plaintiffs deny the allegations to the extent they are inconsistent with that document. It is admitted that the lease contains this illegal lease term.

108. Admitted.

109. Admitted. It is admitted that Plaintiffs were responsible for the water under the lease and that Defendants' deceptive conduct and misrepresentations prevented Plaintiffs from being able to transfer the water bill into their name.

110. Admitted. It is admitted that Plaintiffs were responsible for the water under the lease and that Defendants' deceptive conduct and misrepresentations prevented them from ever being able to transfer the water bill into their name.

111. Admitted. It is admitted that Plaintiffs were responsible for the water under the lease and that Defendants' deceptive conduct and misrepresentations prevented them from ever being able to transfer the water bill into their name. It is also admitted that Plaintiffs were served

with an eviction action instituted by unknown party “C&P Real Estate Investments LLC” for “failure to pay utilities” seeking unpaid water bills.

112. Admitted.

113. Admitted. It is admitted that “C&P Real Estate Investments LLC” withdrew its complaint without prejudice.

114. Denied as stated. Plaintiffs withdrew without prejudice their counterclaims.

115. Denied. Plaintiffs were forced to flee the Property due to its uninhabitable, squalid conditions as soon as they were able to save enough money to find a new home.

116. Denied. Defendants were never entitled collect rent for the entirety of Plaintiffs’ tenancy. Plaintiffs paid thousands of dollars to Defendants to which Defendants were not entitled under the law.

117. Denied. Plaintiffs were forced to flee the Property due to its uninhabitable, squalid conditions as soon as they were able to save enough money to find a new home.

118. Denied.

119. Admitted in part and denied in part. To the extent the allegation seeks to paraphrase or characterize the contents of a written document, the document speaks for itself and Plaintiffs deny the allegations to the extent they are inconsistent with that document. It is admitted that the lease contains this illegal lease term.

120. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

121. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

122. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

123. Denied.

124. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

125. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

126. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

127. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

128. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

129. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

130. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

131. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

132. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

133. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied, as Plaintiffs reasonably relied on Defendants' deceptive conduct and misrepresentations.

134. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

135. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

136. Denied. The allegation stated herein is a conclusion of law to which no responsive pleading is required. To the extent a response is required, the allegation is specifically denied.

Respectfully Submitted,

Dated: January 25, 2019

/s/ George A. Donnelly, Esq.
George A. Donnelly, Esquire
gdonnelly@pubintl.org
Dan Urevick-Ackelsberg
dackelsberg@pubintl.org
PUBLIC INTEREST LAW CENTER
1709 Benjamin Franklin Parkway
Philadelphia, PA 19103
215-627-7100

Matthew A. White
whitema@ballardspahr.com
Michael R. McDonald
mcdonaldm@ballardspahr.com
BALLARD SPAHR LLP
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599
215-665-8500

Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on January 25, 2019, I caused a true and correct copy of the foregoing Plaintiffs' Answer to Defendants' New Matter to be served on the following counsel:

Via the Court's electronic filing system:

Andrew Swain and Christopher Bradley
The Swain Law Firm, P.C.
2410 Bristol Road
Bensalem, PA 19020

Attorneys for Defendants

By: /s/ George A. Donnelly

George A. Donnelly, Esq.