

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

DOCKETED

FEB 28 2019

**N. ERICKSON
DAY FORWARD**

MATHIS

: MARCH TERM, 2018

:
:

v.

: No. 1562

:
:

ABC CAPITAL INVESTMENTS LLC
et al.

:
:

:
:

Mathis Vs Abc Capital I-WSASD



18030156200069

ORDER


AND NOW, this ^{28th} day of February, 2019, after an assessment of damages hearing, it is hereby **ORDERED** and **DECREED** damages are assessed in favor of Plaintiff Kenisha Mathis in the amount of **\$22,400 (twenty-two thousand four hundred dollars)** apportioned as follows:

- (1) Against Defendants ABC Capital Investments LLC, and Jeff and Janice LLC, for the action brought under Pennsylvania's Landlord and Tenant Act, 68 P.S. § 250.512, in the amount of \$3,400.00 (three thousand four hundred dollars).
- (2) Against Defendants Jeff and Janice LLC, for the action brought under Philadelphia's Lead Paint Disclosure and Certification Law, Philadelphia Code § 6-801 *et seq.*, in the amount of \$19,000 (nineteen thousand dollars) apportioned as follows:
 - a. \$2,000 (two thousand dollars) in exemplary damages as provided by Philadelphia Code § 6-809(3)(c); and
 - b. \$17,000 (seventeen thousand dollars) pursuant to Philadelphia Code § 6-809(3)(d) as a refund of the rent paid by Plaintiff for the period in which she occupied the property without the requisite certification having been provided.¹

¹ Plaintiff's Counsel also sought \$61,964.50 in attorney's fees under Philadelphia Code § 6-809(3)(e). The fee request submitted by Plaintiff's counsel consists of a list of the attorneys who

- (3) Against Defendants Jeff and Janice LLC, for the action brought for Breach of Contract for Breach of the Implied Warranty of Habitability, in the amount of \$0 (zero dollars). While Plaintiff is entitled to damages of \$6,800 representing the rent she paid from November 2016 until she began withholding her rent in July 2017, Plaintiff has already been compensated for this amount. *See supra* at ¶ 2(b)
- (4) Against Defendants ABC Capital Investments LLC, and Jeff and Janice LLC, for the action brought under the Unfair Trade Practices and Consumer Protection Law, in the amount of \$0 (zero dollars).

BY THE COURT:



ARNOLD L. NEW, J.

worked on the case, the number of hours worked by each attorney, and each attorney's hourly fee. Pennsylvania follows the "American Rule" whereby each party is responsible for the payment of their own legal fees, absent express statutory authorization or clear agreement of the parties to the contrary. *E.g. McMullen v. Kutz*, 985 A.2d 769, 775 (Pa. 2009). In this case, Plaintiff's Complaint contains five claims; of the five claims, only two claims sound in violation of a statute permitting the recovery of attorney's fees. *See generally* Complaint. Under the laws of this Commonwealth, a party seeking an award of attorney's fees must apportion the fees incurred between claims for which the award of attorney's fees is permitted and the claims falling under the "American Rule." *Croft v. P&W Foreign Car Service, Inc.*, 557 A.2d 18, 20 (Pa. Super. 1989). Here, Plaintiff's Counsel failed to apportion their fee. Since this Court cannot discern the amount of time spent by Counsel on the Lead Paint Disclosure claim, this Court cannot determine whether Plaintiff's Counsel's requested fee is reasonable. Accordingly, this Court awards \$0 (zero dollars) in attorney's fees.