

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

4 - - -
3 ROSEA CORREA : November Term 2018
 and :
4 MICHAEL HAMILTON :
 Plaintiffs :
5 -vs- :
ABC CAPITAL INVESTMENTS, :
6 LLC, et al. :
 Defendants : Case No. 181101533
7 - - -

8 MAY 8, 2019

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10 Courtroom 483
 City Hall
11 Philadelphia, Pennsylvania

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13 BEFORE: The Honorable John Milton Younge, J.

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1 APPEARANCES:

2 BALLARD SPAHR, LLP
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1 THE COURT CRIER: Counsel, identify
2 yourself for the court and who you represent.

3 MR. DONNELLY: George Donnelly and Michael
4 McDonald for Plaintiffs.

5 MR. BRADLEY: Christopher Bradley for the
6 Defendants.

7 THE COURT: Counsel, you were telling me
8 this case is about tenants?

9 MR. DONNELLY: It's former tenants who
10 have a notorious property management
11 company that --

12 THE COURT: Do you have to say notorious?

13 MR. DONNELLY: Yes. It is important --

14 THE COURT: This is a discovery matter.
15 Let's just play it straight. It's a discovery
16 matter. All the rest of that comes out at
17 trial. Right now we are talking about
18 discovery.

19 MR. DONNELLY: Understood, Your Honor.

20 THE COURT: You are not talking about a
21 lot of tenants, you are talking about two.

22 MR. DONNELLY: We represent the same
23 Plaintiffs.

24 THE COURT: Why are you both representing
25 plaintiffs?

1 MR. DONNELLY: They are a couple. They
2 are not in different properties. We always
3 have co-counsel on our cases.

4 THE COURT: Now, this is ABC -- and how
5 many defendants are there?

6 MR. DONNELLY: There are three defendants,
7 Your Honor. ABC Capital Investments, ABC
8 Capital Realty, and SAAT Investments, LLC.

9 THE COURT: All right.

10 Now, what we are talking about is motion
11 to strike objections. Are we talking about
12 document requests or are we talking about
13 interrogatories?

14 MR. DONNELLY: We are talking about both,
15 Your Honor.

16 THE COURT: Bring my attention to what it
17 is you are talking about?

18 MR. DONNELLY: So just very briefly, Your
19 Honor, we are talking about ten responses
20 to --

21 THE COURT: Do you really think that is
22 good use of the Court's time to respond to ten
23 different responses. You all couldn't do this?

24 MR. DONNELLY: Your Honor, we tried to
25 work this out. We had a Motion to Compel in

1 January after they didn't respond to the first
2 request.

3 They responded on February 11th, pursuant
4 to this Court Order for only two of the
5 defendants, ABC Capital Realty and SAAT
6 Investments. They never responded for ABC
7 Capital Investments.

8 We then told them about deficiencies. We
9 gave them about two weeks to cure it, and they
10 didn't cure it. So we filed this motion the
11 same day they sent us new responses, which are
12 still deficient.

13 So we have tried to work this out, Your
14 Honor. I do understand it is a lot of requests
15 for documents and a lot of interrogatories, but
16 we have engaged in good faith efforts to try
17 and resolve this.

18 THE COURT: All right.

19 MR. DONNELLY: So the first response that
20 is deficient is for No. 2. I have their most
21 updated --

22 THE COURT: I don't have that information.

23 MR. DONNELLY: You can use my copy.

24 Again, we got this later the same day that
25 we filed this motion --

1 THE COURT: No. 2?

2 MR. DONNELLY: We are asking for any
3 communications relating to the property or the
4 Plaintiffs between you and any of the agents.

5 This case is about that property and the
6 Plaintiffs. It is about the upkeep of the
7 property and the business practices around the
8 property. They haven't provided us with any of
9 those communications.

10 THE COURT: All right. Any and all
11 communications relating to the property of
12 Plaintiffs between you and any agents or any
13 other entity or individual.

14 I'm gathering you think that is quite
15 reasonable.

16 MR. DONNELLY: We do, Your Honor, because
17 --

18 THE COURT: Let's look at that. How long
19 were these Plaintiffs tenants?

20 MR. DONNELLY: Two years.

21 MR. BRADLEY: About fifteen months.

22 THE COURT: Any communication involving
23 these Plaintiffs and this particular property
24 with anybody about anything; is that what you
25 are asking?

1 MR. DONNELLY: Yes.

2 THE COURT: That's any communication --

3 MR. DONNELLY: Any communication --

4 THE COURT: -- involving these particular
5 people and this -- all right.

6 The guy that sweeps the property in front
7 of the building, the plumber, any communication
8 involving anybody?

9 MR. DONNELLY: Your Honor, that is the
10 entire crux of the case is that they didn't
11 repair the property, and they have fraudulent
12 business practices that prey on poor tenants.

13 THE COURT: So -- so -- so you want them
14 to basically give you any scrap of paper that
15 ever relates to the property --

16 MR. DONNELLY: Yes.

17 THE COURT: -- or to those people?

18 MR. DONNELLY: Yes.

19 THE COURT: How many years?

20 MR. DONNELLY: To know what the
21 property --

22 THE COURT: How many years?

23 MR. DONNELLY: In other interrogatories we
24 said since 2013. That is when they bought the
25 property.

1 THE COURT: When was the property built?

2 MR. DONNELLY: The property was built
3 before 1978.

4 THE COURT: Anything from 1978 until
5 present day?

6 MR. DONNELLY: Your Honor, if they don't
7 have documents before 2013, that makes sense.

8 THE COURT: I am only dealing with what
9 the statement says. Don't get the cart in
10 front of the horse. I am saying, the question
11 is rather broad. Why don't you narrow it down
12 a little bit.

13 MR. DONNELLY: That is fine, Your Honor.

14 THE COURT: No, it is not fine. You are
15 taking my time over here to deal with this and
16 I will deal with it. You could have done this
17 yourself. All I am saying to you is, the fact
18 remains, it's broad.

19 What do you really want to know?

20 MR. DONNELLY: We want to know all the
21 communications, Your Honor, from the time they
22 bought the property until the time the tenants
23 moved out.

24 THE COURT: Any communications with whom?

25 MR. DONNELLY: With anyone about the

1 property.

2 THE COURT: Why?

3 MR. DONNELLY: Again, any repair people.

4 THE COURT: I understand -- I understand
5 you, counsel.

6 MR. DONNELLY: Okay.

7 THE COURT: However, everyone is not
8 equal. It is such that -- let's parachute it
9 down to the rough places and down on us. What
10 I am saying to you is, what's the case about?
11 Let's tailor narrowly as to what the case is
12 about against this defendant and ask just that.

13 What is the case about?

14 MR. DONNELLY: Again, Your Honor, the case
15 is about --

16 THE COURT: If you say, again, I am going
17 to get offended. Because you are acting like I
18 can't understand you. No. You can't
19 understand.

20 MR. DONNELLY: Yes.

21 THE COURT: Stop sighing as though I don't
22 get it. I have been doing this going on 25
23 years. I know what I am doing.

24 MR. DONNELLY: Yes.

25 THE COURT: And you asked me to do this.

1 Understand something, if I order you to get a
2 Discovery Master at \$500 an hour, you will
3 figure this out. But you figure you can drop
4 this in front of me, because it's me and it
5 doesn't cost you anything. You are going to
6 insult me. I am not going to allow you to
7 insult me, because you think you are smarter
8 than me.

9 MR. DONNELLY: No, Your Honor.

10 THE COURT: Again.

11 MR. DONNELLY: No, Your Honor.

12 THE COURT: Like I said, what is the case
13 about?

14 MR. DONNELLY: The case is about the
15 business practices of --

16 THE COURT: No. That is too broad.

17 What do you mean the business practices?

18 What is your cause of action?

19 MR. DONNELLY: The cause of action is the
20 breach of contract.

21 THE COURT: There you go.

22 MR. DONNELLY: It's a tort wrongful
23 eviction.

24 THE COURT: There you go.

25 MR. DONNELLY: It's consumer protection

1 law claim and unjust enrichment claim, Your
2 Honor.

3 THE COURT: What information do you want
4 from these people pertaining to the cause of
5 action?

6 What is the breach of contract you are
7 alleging?

8 MR. DONNELLY: The breach of contract
9 about the implied warranty of habitability.
10 That is directly related to the repairs of the
11 property --

12 THE COURT: What was wrong with the
13 property?

14 MR. DONNELLY: So they have numerous open
15 code violations. There is raw sewage in the
16 basement. There was broken windows throughout
17 the property. When they moved in, there was a
18 fridge with raw food that had spoiled and gone
19 bad. There was broken handrails. There were
20 major plumbing issues with the water not
21 running. That is why we are asking for all
22 communication with repair folks to see what --

23 THE COURT: That is not in this question.
24 You are alleging that there are numerous
25 unanswered repairs and request for repairs to

1 the premise dating from the time of the
2 occupation of the property by your Plaintiff,
3 correct?

4 MR. DONNELLY: Yes.

5 THE COURT: And you want to know any and
6 all communications relative to those documented
7 problems with the property; is that right?

8 MR. DONNELLY: Yes, Your Honor.

9 THE COURT: That is pretty clear.

10 Why can't you respond to that?

11 MR. BRADLEY: Your Honor, I objected to
12 the language and what I thought was an overly
13 broad stated question.

14 THE COURT: Let me say this. Even though
15 that is not what he said, because that is not
16 what he said on paper, but that is what he
17 meant and you know what he meant.

18 MR. BRADLEY: Your Honor, if you read the
19 answer, without waiving the objection here are
20 the attached work orders and maintenance
21 records.

22 THE COURT: But that doesn't include
23 communications. That doesn't include e-mails,
24 phone calls, other kinds of communications.

25 MR. BRADLEY: The answer to that question

1 is, there is not --

2 THE COURT: I would like counsel to
3 rephrase the question and then I would like you
4 respond to the question. I want him to be very
5 specific.

6 What kind of repairs are you talking about
7 specifically?

8 What did your client complain about?

9 What did they complain about?

10 MR. DONNELLY: They complained about the
11 lack of running water, sewage in the basement,
12 broken handrails, broken windows.

13 THE COURT: All right. Those are very
14 specific complaints. You just talked about
15 work orders.

16 Did your client receive the complaint?

17 Does your client acknowledge that they
18 were aware of the complaint?

19 MR. BRADLEY: To the extent that the work
20 orders would reflect what --

21 THE COURT: I am saying --

22 MR. BRADLEY: Can I take one second to
23 broaden the view of this case.

24 ABC Capital Investments has no interest to
25 the property or the management of the property.

1 The property is owned by SAAT Investments and
2 it's managed by ABC Capital Realty. ABC
3 Capital Realty during the time frame of this
4 tenancy --

5 THE COURT: Who do you represent?

6 MR. BRADLEY: I represent all of the
7 Defendants.

8 THE COURT: Okay. So you figure out which
9 one was responsible.

10 MR. BRADLEY: ABC Capital Realty, Your
11 Honor, during this time frame managed over 580
12 properties.

13 THE COURT: And that means exactly what?

14 MR. BRADLEY: That means I am not going to
15 be able to provide the specific phone
16 calls that were --

17 THE COURT: Of course, you are. We are
18 only talking about this one.

19 MR. BRADLEY: Right. To the extent that
20 the work orders reflect what was complained
21 about and the work --

22 THE COURT: Go through your files and make
23 your client say he doesn't have anything. If
24 he is saying that -- and I trust that you
25 believe him when he says that, and I trust that

1 you are willing to put your law license on the
2 record and on the line to pass that information
3 over to counsel, understanding that it better
4 be true. If you pass on information you don't
5 know to be true, your client pays your bill,
6 and you will probably get suspended. I suspect
7 that you are going to make sure that your
8 client says, I don't have any information and
9 that you agree he doesn't have any information
10 or that you believe that.

11 MR. BRADLEY: Your Honor, I have been an
12 officer of this court for 20 plus years --

13 THE COURT: I am saying, do you believe
14 that your client really means that? To simply
15 say he doesn't have any information -- I don't
16 know what he has or not -- I think you need to
17 question him about it and make sure he really
18 doesn't have any information.

19 MR. BRADLEY: Your Honor, I am not trying
20 to play games with discovery requests. We
21 actually litigated a similar case prior to
22 this. I think I know exactly what my client
23 can get. I am trying to provide it.

24 Now, the questions are overly broad. In
25 my opinion they are completely irrelevant in

1 certain areas, but I have provided what I have
2 spoken to my client about in terms of what we
3 have responded to the requests. I am putting
4 myself at the mercy of the Court, Your Honor.
5 I did my best to respond. I am not playing
6 games.

7 THE COURT: I don't think I accused you of
8 playing games.

9 MR. BRADLEY: I am not sure why you
10 brought up my law license, Your Honor.

11 THE COURT: What you told me, what your
12 client can't respond to -- I don't know what
13 your client can respond to or not. I trust
14 that you will be sure that your client really
15 can't respond to that for you to just
16 cavalierly throw it out there like what your
17 client can't do. I know what your client can
18 do. Your client was able to take their money
19 on a regular basis. If your client takes their
20 money on a regular basis, thereby can respond
21 to questions. Manage 500 properties, I don't
22 know whether they know anything about it -- I
23 am not saying -- I am not accusing you of
24 playing games, but I suggest you really find
25 out if they know anything or not. Find out.

1 If you make that representation, fine, but it
2 didn't sound like you --

3 MR. BRADLEY: Your Honor, I represented
4 this client for a period of time. I know the
5 business practices. I know how the records are
6 kept. I went through the requests with my
7 client, and I provided the information that I
8 was able to obtain from my client. I am not
9 sure if I was cavalier or if I gave the
10 impression that I was trying not to --

11 THE COURT: Counsel, why don't we move on.
12 I don't want to say something inappropriate
13 that you are going to regret. I don't want to
14 say anything I will regret. I find you both
15 offensive, quite honestly. I think it's
16 because you all are smacking one another upside
17 the head so much that you are not listening to
18 one another. This really is not that
19 complicated. I am saying to you, rephrase your
20 answer such that he can't wiggle out of it.
21 Rephrase your question so he can't wiggle out
22 of it.

23 We talked about the fact that he mentioned
24 work orders. The fact that did not include
25 communication, does that mean were there phone

1 calls? I don't know. He suggested they
2 wouldn't remember phone calls or anything of
3 that nature. I don't know why not. Are you
4 saying that they don't record phone calls?

5 MR. BRADLEY: They don't record phone
6 calls. And as far as I know, there were no
7 notes taken in conjunction with complaints that
8 are --

9 THE COURT: I suggest you say that. If
10 you are saying there are no phone calls, they
11 don't make reference to when complaints are
12 called in that don't result in a work order,
13 you are saying they don't record that. Okay.
14 If that is what you are saying. I hope that is
15 true.

16 Do you understand that?

17 MR. DONNELLY: I understand, Your Honor.

18 THE COURT: Those are communications
19 unless -- in fact he is telling you, unless it
20 results in a work order, there is no record of
21 it. Do you agree with that?

22 MR. DONNELLY: Just to be clear, the work
23 orders referenced in this, we never received
24 those either. So that -- just on the very
25 specific issue of work orders, we didn't get

1 any work orders for this case.

2 THE COURT: Well, it says, see attached
3 lease and work orders.

4 MR. DONNELLY: Right.

5 THE COURT: You didn't attach the work
6 orders?

7 MR. BRADLEY: I did.

8 THE COURT: Well, you both can't be right.

9 MR. DONNELLY: We can work that out, Your
10 Honor.

11 THE COURT: Okay.

12 What is next?

13 MR. DONNELLY: The next is, No. 3, which
14 is --

15 THE COURT: Any and all documents relating
16 to any repairs or improvements made at the
17 property, including, but not limited to,
18 request, responses, receipts, invoices or work
19 orders.

20 Answer: Calls for discovery of material
21 that is irrelevant and/or otherwise outside the
22 scope of that allowed under the applicable
23 rules of Civil Procedure. Without waiving this
24 objection, see attached work orders and records
25 relevant to Plaintiffs' tenancy.

1 Counsel says he attached work orders. You
2 are saying that they were not there.

3 MR. DONNELLY: That is something we can
4 work out. I am sure we can work that out.

5 THE COURT: Does that mean you have no
6 requests regarding No. 3?

7 MR. DONNELLY: If they have other
8 documents related to repairs at the property,
9 we want those documents.

10 THE COURT: Again, and I realize counsel
11 you act like you don't want to hear this, but I
12 will tell you anyway, I want you to
13 specifically say, unless it results in a work
14 order, there is no records. That is what you
15 told me.

16 MR. BRADLEY: That is my understanding,
17 Your Honor.

18 THE COURT: Now, you are backing up. I am
19 saying you told me there are no documents,
20 there are no notes, unless it results in a work
21 order. You are saying there is nothing in the
22 file. I got you. I hope that is true. But I
23 want you to say that.

24 MR. BRADLEY: Okay.

25 THE COURT: I want you to check with your

1 client and if they still say that, that is the
2 answer.

3 MR. BRADLEY: I can still preserve my
4 objection to the scope --

5 THE COURT: No. I am overruling that.
6 There is nothing objectionable about that
7 question.

8 What I am saying to you is, you told him,
9 talking about your colleague on the other side
10 of the podium there, everything in response to
11 that question was contained in the attached
12 work orders and records. You said you never
13 got it. You work that out.

14 Again, that is always premise on the
15 assertion that counsel made that nothing is
16 kept unless it results in a work order.

17 MR. BRADLEY: I was just trying to
18 clarify, Your Honor, because I am unclear. Am
19 I correct, at the point in time the tenancy
20 took place or is it the time --

21 THE COURT: We are talking about the
22 tenancy in question, which is the subject of
23 the lawsuit. I don't believe it is necessary
24 to go back to prior tenancy. From 2013,
25 counsel said, in your client's file there is

1 nothing in the record unless at the time that
2 they decided to issue a work order that was
3 done. You are saying, there is no records,
4 communications, no e-mails, there is nothing
5 there unless you see it reflected around the
6 subject of a work order.

7 I want him to respond to that and I hope
8 that is true.

9 What is next?

10 MR. DONNELLY: No. 4. To be provided --

11 THE COURT: Any and all rental license and
12 applications, therefor, Certificates of Rental
13 Suitability, lead free certificates -- I don't
14 know what that means -- lead safe --

15 MR. DONNELLY: Lead safe.

16 THE COURT: -- lead safe certificate and
17 any and other documentation required by the
18 Philadelphia Code or any other law regarding
19 residential leases related to the property. To
20 be provided. They will be provided.

21 What else?

22 MR. DONNELLY: No. 9, Your Honor. I think
23 this is going to be a point of contention --

24 THE COURT: More so than what we've
25 already talked about?

1 MR. DONNELLY: More so than what we
2 already talked about.

3 We have an unjust enrichment claim about
4 the property management fees paid to ABC
5 Capital Realty. We are asking --

6 THE COURT: Unjust enrichment?

7 MR. DONNELLY: Yes.

8 THE COURT: What is the allegation? How
9 is that effecting you?

10 MR. DONNELLY: Yes. The allegation of
11 unjust enrichment is that ABC Capital Realty
12 was collecting management fees for supposedly
13 up-keeping the property. They profited off of
14 that. They profited off the tenants' rental
15 payments.

16 THE COURT: So what does that have to do
17 with you?

18 MR. DONNELLY: It was one of our causes of
19 action and claim damages from it, Your Honor.

20 THE COURT: What cause of action do you
21 have with respect to a contractual arrangement
22 between two other parties?

23 MR. DONNELLY: We have an unjust
24 enrichment claim --

25 THE COURT: I understand you have an

1 unjust enrichment claim. What is the unjust
2 enrichment?

3 Another party, the two of them, have an
4 agreement to do something and they take your
5 rent and do it. They take your rent that you
6 pay and between that they use that rent to pay
7 other people. What is your claim about that?

8 MR. DONNELLY: To the extent they are all
9 different entities, Your Honor, maybe there is
10 something where SAAT Investments would actually
11 be against ABC Capital in this case, but they
12 are all the same alterego. They all are
13 represented by the same counsel. They are all
14 same group of owners.

15 THE COURT: All right. You said,
16 notorious. I understand.

17 MR. DONNELLY: Again, the unjust
18 enrichment claim is to ABC Capital Realty,
19 which there is not a contractual relationship
20 with. So it is part of the same damages we are
21 talking about in terms of the breach of
22 contract, but they don't have a contractual
23 relationship with ABC Capital. We requested
24 information on what fees ABC Capital Realty
25 actually got from this tenancy.

1 THE COURT: I am not sure there is any
2 there to that cause of action. I know -- I
3 don't know if you have any standing on this. I
4 mean, standing, like, which is agreed effective
5 or interest in that particular issue. I don't
6 know what your cause of action is. I know you
7 said it's called unjust enrichment. At the end
8 of the day, your client leased a property from
9 this Defendant and that agreement was breached
10 and caused damages to your client as a result
11 of that. I don't know how the agreement
12 between the two Defendants results in one of
13 the Defendants being unjustly enriched to the
14 detriment of your client. I don't see it.

15 What is the unjust enrichment to the
16 detriment of your client?

17 Maybe they are. Maybe the Defendant is
18 taking advantage of the other, but how does
19 that affect you?

20 MR. DONNELLY: Same group of damages, Your
21 Honor, different defendants.

22 THE COURT: I don't know how that affects
23 you. Counsel is saying, like, what is it to
24 you. Why am I answering questions to you about
25 matters between my clients? It doesn't --

1 there is no way it affects you. Since it
2 doesn't affect you, why we responding to you
3 about it?

4 MR. DONNELLY: Your Honor, I believe that
5 the damages and unjust enrichment claim are
6 calculated by how many fees were paid to ABC
7 Realty. That claim is still in the complaint.
8 There is no POs about it. It is reasonably
9 calculated as being discoverable evidence about
10 the amount of damages. If my client loses in
11 the breach of contract against SAAT
12 Investments, they can still bring a cause of
13 action against ABC Capital Realty, who is the
14 property management. So they are different
15 damage calculations; and that is why we are
16 asking for that amount of money that was paid
17 to the property management company.

18 THE COURT: Respond.

19 MR. BRADLEY: I might be able to short
20 circuit this. I think it is addressed to the
21 property management agreement between the owner
22 of the property and the property management
23 company. I believe it is one month rent as
24 their management fee. I don't think I received
25 it yet, but I intend to provide it to counsel.

1 I think --

2 THE COURT: You accept that.

3 MR. DONNELLY: Yes, Your Honor.

4 THE COURT: What else?

5 MR. DONNELLY: No. 12, we asked about the
6 sale of the property and the documents
7 regarding the sale of the property to SAAT
8 Investments.

9 The reason we ask for that, Your Honor, is
10 because we want to know when they bought the
11 property and what kind of due diligence they
12 did around the condition of the property.

13 THE COURT: Public records.

14 MR. BRADLEY: Pardon me.

15 THE COURT: A lot of that is public
16 records. A lot of file record --

17 MR. BRADLEY: Financing purchase. This is
18 basically a breach of lease and applied
19 warranty of accountability claim, where they
20 say the property was not in great condition and
21 our complaints went unaddressed.

22 THE COURT: Financing may be a bit much.
23 Purchase agreement of sale, you can find that.
24 That is public record.

25 What else?

1 MR. DONNELLY: No. 13 --

2 MR. BRADLEY: Am I responding to that --

3 THE COURT: I thought we were done. I
4 said, the financing is probably a little bit
5 out of the ordinary.

6 The purchase prior to the sale of the
7 property, any documents dealing with the
8 transfer of the property, those are public
9 records. You should be able to get those.

10 The financing would entail some personal
11 documentation that I think is maybe a bit much.
12 I would not say financing. The other stuff, I
13 don't see a problem with that.

14 What is next?

15 MR. DONNELLY: No. 13, Your Honor.

16 THE COURT: Identifying any liens or -- I
17 don't know what any and all documents means.
18 Anything that is a lien or encumbrances is a
19 matter of record. What are you looking for?

20 MR. DONNELLY: We will withdraw that.

21 No. 21, I believe is going to be addressed
22 by Mr. Bradley bringing -- providing us with
23 the property management agreement, because
24 that, again, relates to the unjust enrichment
25 claim.

1 MR. BRADLEY: Just to be clear, I don't
2 think we are providing any information of bank
3 accounts, account numbers, anything like that.
4 The property management agreement says that ABC
5 is going to --

6 THE COURT: Counsel says that he is going
7 to provide you the property management
8 agreement.

9 MR. BRADLEY: Correct.

10 THE COURT: And that you should accept
11 that in full resolution of the items in No. 21.
12 Do you? He will not include account numbers or
13 bank accounts, but he believes that the essence
14 of that will be supplied in the property
15 management agreement.

16 MR. DONNELLY: I think that will suffice,
17 Your Honor. We can deal with the bank accounts
18 after judgment.

19 THE COURT: With that in mind, what is
20 next?

21 MR. DONNELLY: No. 26, insurance policies.

22 Insurance policies are discoverable under

23 403.2.

24 THE COURT: All right.

25 MR. BRADLEY: There are no policies that

1 cover the claims at issue in this case. I am
2 not sure what policies they are looking for.
3 Homeowners insurance is that relevant to --

4 MR. DONNELLY: Your Honor, any insurance
5 policies relating to the property with SAAT
6 Investment or ABC Capital Realty or ABC
7 Investments as the beneficiary.

8 THE COURT: That is pretty fair.

9 MR. BRADLEY: Okay.

10 THE COURT: There is nothing wrong with
11 that.

12 Are we almost at the end?

13 MR. DONNELLY: Very close. We are
14 probably very close, Your Honor, because a lot
15 of interrogatory issues you probably already
16 dealt with, so we are probably very close.

17 No. 27, this gets back to tenants before
18 the property. We asked for leases for previous
19 tenants at the property, because we think that
20 they could be witnesses to the properties
21 condition at the time of move in.

22 MR. BRADLEY: I feel like you already
23 ruled on this, Your Honor. 2013, which is
24 three plus years prior to the tenancy. I don't
25 see how it is relevant.

1 MR. DONNELLY: I believe, Your Honor, it
2 is possible we could find admissible evidence
3 based on who the previous tenants are and that
4 is why we wanted to see the previous tenancy.

5 THE COURT: It is not a negligence case.
6 It is not foreseeable in the case. It doesn't
7 matter who was there.

8 The question is, what were you entitled to
9 under your lease at that time. It doesn't
10 matter what happened to other parties. It only
11 matters what happens to your party.

12 We assume they know how to treat somebody
13 right; but even if they don't, what does that
14 have to do with you? Nothing.

15 What else?

16 MR. DONNELLY: No. 29, is an
17 organizational chart for the organization.

18 THE COURT: How does that get us to
19 anything that involves the resolution of this
20 case?

21 MR. DONNELLY: Because it would give us a
22 sense of who was making the decisions in the
23 Defendants' corporate structure. We think --

24 THE COURT: Does it matter?

25 MR. DONNELLY: I think so, Your Honor,

1 because --

2 THE COURT: How does it matter?

3 MR. DONNELLY: The way the three entities
4 are built, they all kind of operate under the
5 same group of people. So we just want to
6 clarify the decision making process so that we
7 can -- it is important for our Consumer
8 Protection Law claim to understand the --

9 THE COURT: Fine. I will sustain that.
10 What is next?

11 MR. DONNELLY: No. 30 and No. 31, are
12 similar, Your Honor.

13 THE COURT: I thought that was covered by
14 the last one.

15 MR. DONNELLY: No. 30, is redundant to the
16 first part of 29.

17 No. 31, asks for the corporate documents
18 for the owners.

19 Again, so we can know who the owners are
20 in terms of what knowledge they have with the
21 property.

22 MR. BRADLEY: I don't know how that is
23 relevant to any liability or damage issues in
24 this case. That feels --

25 THE COURT: Consumer Protection arguments

1 it is relative to that. Sustained.

2 Are we almost at the end?

3 MR. DONNELLY: No. 36, you already dealt
4 with, Your Honor.

5 THE COURT: I will go with one more.

6 MR. DONNELLY: I will pick the most
7 important interrogatory.

8 THE COURT: I will take one more.

9 MR. DONNELLY: Interrogatory -- we already
10 dealt with number -- No. 22 --

11 MR. BRADLEY: I don't think he has that.

12 THE COURT: No. 22?

13 MR. BRADLEY: I handed it up.

14 MR. DONNELLY: No. 22, it is related to
15 what we already talked about earlier.

16 Communications among relators, contractors, and
17 other agents.

18 THE COURT: Identify each communication
19 from April 22, 2013, to present between you and
20 any relators, contractors, or other agents
21 regarding the property. I thought we dealt
22 with that already?

23 MR. DONNELLY: To the extent we have, Your
24 Honor, yes, I agree.

25 THE COURT: Again, counsel has suggested

1 that all that is contained in work orders in
2 the attached lease. He has suggested and I am
3 going to ask him to amend his response to say
4 just that and I hope that is true. He says,
5 unless there is a work order that results from
6 the communication, there is no other
7 documentary evidence about that.

8 I find that hard to believe. I really do.
9 But that is what he said. I want him to say
10 that again and I hope that is true. I hope you
11 find that that is all there. They said there
12 is no communication that are memorialized
13 unless it is something that resulted in a work
14 order.

15 You know, listen, that could be true,
16 because for the same reason there are some
17 people that don't use e-mail and some people
18 that don't have voice mail. They don't want
19 there to be a recording. Very possible. It
20 may not be true, but it is possible. It is
21 possible that they don't want there to be a
22 record. If they don't have someone -- you
23 follow me?

24 MR. DONNELLY: I do, Your Honor.

25 THE COURT: You have to accept that. Now,

1 that may mean something else, but at least you
2 will know that this agency, who manages over
3 500 properties, does not keep records about
4 complaints that are made. Geez, why is that?
5 One can assume why that is.

6 Rephrase that and let him respond. I
7 suggest his response should be consistent with
8 what he said here in court.

9 Anything else?

10 MR. DONNELLY: We also have a motion for
11 sanctions for them not responding to any
12 discovery for ABC Capital Investment, LLC,
13 until after we filed this motion.

14 THE COURT: You want your filing fee back?

15 MR. DONNELLY: We are asking for the time
16 that it took to draft the motion, which was 30
17 minutes.

18 THE COURT: You can get your filing fee
19 back.

20 MR. DONNELLY: Thank you, Your Honor.
21 Rephrase your order and I will sign it.

22 - - -

23 (Hearing concluded.)

24 - - -

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CERTIFICATION

I hereby certify that the proceedings and evidence are contained fully and accurately in the notes taken by me on the trial of the above cause, and this copy is a correct transcript of the same.

Christine Staranowicz
Official Court Reporter

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